



City of North Port

RESOLUTION NO. 2022-R-70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, GRANTING TO THE ANTIGUA AT WELLEN PARK HOMEOWNERS ASSOCIATION, INC. A NON-EXCLUSIVE PERPETUAL EASEMENT AS DESCRIBED IN A PORTION OF TRACT 508 OF THE PLAT OF WELLEN PARK VILLAGE E, RECORDED AS PLAT BOOK 55, PAGE 401 OF SARASOTA COUNTY OFFICIAL RECORDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AGREEMENT GRANTING NON-EXCLUSIVE PERPETUAL EASEMENTS; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, West Villages Improvement District (“WVID”) has installed plant material and other improvements (“District Improvements”) on a portion of Tract 508 Wellen Park Village E, recorded in Plat Book 55, Page 401 of the Sarasota County Official Records; and

WHEREAS, WVID also installed plant material and other improvements on a portion of the Southwest Wastewater Reclamation Facility (the “City Improvements”) (collectively, the City Improvements together with WVID Improvements, the “Improvements”); and

WHEREAS, the Improvements serve as a landscape buffer in between the utilities site and the Antigua community; and

WHEREAS, the Antigua at Wellen Park Homeowners Association, Inc. (“Association”) desires to manage and maintain the Improvements at the Association’s sole cost and expense; and

WHEREAS, WVID and the City agree to provide easements to the Association for access to the Improvements; and

WHEREAS, the City Commission of the City of North Port, Florida finds that the agreement serves the public health, safety, and welfare of the citizens of the City of North Port, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA:

SECTION 1 – INCORPORATION OF RECITALS

1.01 The above recitals are true and correct and are incorporated in this resolution by reference.

SECTION 2 – AGREEMENT GRANTING NON-EXCLUSIVE PERPETUAL EASEMENTS

2.01 The City Commission approves the *Agreement Granting Non-Exclusive Perpetual Easements* attached as Exhibit A.

2.02 All exhibits attached to this resolution are incorporated by reference.

SECTION 3 – RECORDING

3.01 The City Clerk is directed to file a certified copy of this resolution and the executed *Agreement Granting Non-Exclusive Perpetual Easement* with the Sarasota County Clerk of the Circuit Court to be duly recorded in the official records of the county.

3.02 Wellen Park LLLP will be responsible to reimburse the City for the recording costs.

SECTION 4 – CONFLICTS

4.01 In the event of any conflict between the provisions of this resolution and any other resolution, in whole or in part, the provisions of this resolution will prevail to the extent of the conflict.

SECTION 5 – SEVERABILITY

5.01 If a court of competent jurisdiction finds that any section, subsection, sentence, clause, phrase, or provision of this resolution is for any reason invalid or unconstitutional, that provision will be deemed a separate, distinct, and independent provision and will not affect the validity of the remaining portions of the resolution.

SECTION 6 – EFFECTIVE DATE

6.01 This resolution takes effect immediately.

ADOPTED by the City Commission of the City of North Port, Florida, in public session on December 13, 2022.

CITY OF NORTH PORT, FLORIDA

BARBARA LANGDON
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.S.C.
CITY ATTORNEY

This instrument prepared by,
And when recorded, return to:

Lindsay Whelan, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301

AGREEMENT GRANTING NON-EXCLUSIVE PERPETUAL EASEMENTS

(WASTEWATER FACILITY LANDSCAPE BUFFER)

This **Agreement Granting Non-Exclusive Perpetual Easements** (“**Agreement**”) is made and entered into this ____ day of _____, 2022, by and between:

West Villages Improvement District, a local unit of special-purpose government established pursuant to Chapter 2004-456, *Laws of Florida*, located in the City of North Port and unincorporated Sarasota County, Florida (the “**WVID**”); and

City of North Port, Florida, a Florida municipal corporation created and existing under and by virtue of the laws of the State of Florida, located in Sarasota County, Florida (the “**City**,” and together with WVID, the “**Grantors**”); and

Antigua at Wellen Park Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966 (the “**Association**”).

WITNESSETH

WHEREAS, WVID was established for the purpose of planning, financing, constructing, installing, repairing, operating, and/or maintaining certain public infrastructure improvements, including landscaping, hardscaping, and irrigation improvements; and

WHEREAS, in conjunction with its development of the “Southwest Wastewater Reclamation Facility” (the “**WWTP Site**”), WVID installed certain landscaping, plant material, and other improvements (collectively, the “**District Improvements**”) on a portion of Tract 508 of the plat of *Wellen Park Village E*, recorded at Plat Book 55, Page 401 of the Official Records of Sarasota County, Florida, as more particularly shown in the attached **Exhibit A** (the “**District Easement Area**”); and

WHEREAS, in conjunction with its development of the WWTP Site, WVID also installed certain landscaping, plant material, and other improvements (collectively, the “**City Improvements**,” and together with WVID Improvements, the “**Improvements**”) on a portion of the WWTP Site, as more particularly shown in the attached **Exhibit B** (the “**City Easement Area**”), which site is now owned, operated, and maintained by the City; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating, and maintaining various improvements and facilities in the Antigua residential community, which is located adjacent to the WWTP Site; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the Grantors desire to contract with the Association to manage and maintain the Improvements at its sole cost and expense.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

SECTION 2. GRANT OF EASEMENTS.

- A. *District Easement.*** WVID hereby grants to the Association and its successors and assigns, in perpetuity, a non-exclusive easement in, over, upon, under, through, and across WVID Easement Area i) for ingress and egress and to allow the Association, its contractors, licensees, and invitees to access to operate, maintain, repair, and/or replace WVID Improvements located thereupon, and ii) for ingress and egress to the City Easement Area in order to allow the Association, its contractors, licensees, and invitees to access to operate, maintain, repair, and/or replace the City Improvements located thereupon, to have and to hold the same unto the Association and its successors and assigns forever.
- B. *City Easement.*** The City hereby grants to the Association and its successors and assigns, in perpetuity, a non-exclusive easement in, over, upon, under, through, and across the City Easement Area for ingress and egress and to allow the Association, its contractors, licensees, and invitees to access to operate, maintain, repair, and/or replace the City Improvements located thereupon, to have and to hold the same unto the Association and its successors and assigns forever.

SECTION 3. ASSOCIATION'S OBLIGATION.

- A. *General duties.*** The Association shall be responsible for providing, or causing to be provided, the management, operation, and maintenance of the Improvements in a lawful manner. All work shall be in a neat and professional manner and in accordance with industry standards.
- B. *Inspection.*** The Association shall conduct regular inspections of all Improvements. In the event the Association discovers any irregularities of, or needs of repair to, the Improvements, the Association shall report same to WVID Manager or its

designated representative or the City Manager or its designated representative, as applicable, and shall promptly correct, or cause to be corrected, any such irregularities or repairs.

- C. *Repair and Maintenance.*** The Association shall make, or cause to be made, such routine repair work or normal maintenance to the Improvements as may be required for the operation of the Improvements, or as required under applicable government permits. The Association, in consultation with WVID Engineer or the City's Utilities Department, as applicable, shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any service of WVID or the City, as applicable. The Association shall immediately notify the WVID Engineer or the City's Utilities Department, or a designated representative thereof, as applicable, concerning the need for emergency repairs.
- D. *Investigation and Report of Accidents/Claims.*** The Association shall promptly investigate and provide a written report to WVID Manager or the City's Utilities Department, as applicable, as to all accidents or claims for damage relating to the management, operation, and maintenance of the Improvements. Such report shall include a description of any damage or destruction of property and the estimated cost of repair. The Association shall cooperate and make any and all reports required by any insurance company in connection with any accident or claim. The Association shall not file any claims with WVID's or the City's insurance company without the prior consent of WVID or the City, as applicable, which shall not be unreasonably withheld, conditioned, or delayed.
- E. *Compliance with Government Permits, Rules, Regulations, Requirements, and Orders.*** The Association shall comply with any and all permits, rules, regulations, requirements, and orders affecting the Improvements placed thereon by any governmental authority having jurisdiction. At the request of WVID relative to the WVID Improvements or the City relative to the City Improvements, the Association shall prepare for execution and filing by WVID or the City, as applicable, any forms, reports or returns which may be required by law in connection with the Association's maintenance and operation of the Improvements. WVID or the City will provide at least thirty (30) days' prior written notice to the Association unless an earlier time for response is required by any such governmental authority having jurisdiction. In any such event, the Association shall respond within a timeframe such as to allow WVID or the City, as applicable, to timely respond to another governmental authority. The Association shall notify WVID Engineer or the City Utilities Department, as applicable, in writing of any contact made with the Association relative to the Improvements by any such governmental authority having jurisdiction. The Association shall specifically indemnify WVID and the City for any penalties, judgments, or orders levied or imposed for failure to comply with any governmental permits, rules, regulations,

requirements, and orders during the term of this Agreement that are due to Association's failure to respond to same.

- F. *Care of the Property.*** The Association shall use commercially reasonable efforts to protect the Improvements from damage by the Association, its employees, or contractors. The Association agrees to promptly repair any damage to the Improvements resulting from the Association's activities and work and to notify WVID or the City, as applicable, of the occurrence of such damage caused by the Association's activities within forty-eight (48) hours.
- G. *Staffing and Billing.*** The Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management, operation, and maintenance responsibilities set forth in this Agreement.
- H. *Liens and Claims.*** The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall promptly discharge or cause to be discharged any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement.

SECTION 4. INSURANCE. The Association shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Association shall provide the Grantors a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. Grantors shall also receive thirty (30) days' advance notice of cancellation of any such insurance policy. Policies shall have the following minimum levels of insurance:

- A.** Worker's Compensation Insurance in accordance with the laws of the State of Florida to include Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- B.** Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability.
- C.** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- D.** With the exception of Workers' Compensation Insurance, all policies shall name WVID, its staff and supervisors, and the City, as additional insureds.

SECTION 5. INDEMNIFICATION

- A.** The Association agrees to indemnify, defend and hold harmless the Grantors and their officers, agents, staff, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, or subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the Association's maintenance or operation activities, or lack thereof, relative to the Improvements as contemplated in this Agreement.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C.** The Association agrees to require that, by written contract, any contractor and subcontractors hired in connection with this Agreement indemnify, defend and hold harmless the Grantors and their officers, agents, staff, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the contractor's maintenance or operation activities, or lack thereof, relative to the Improvements.

SECTION 6. RECOVERY OF COSTS AND FEES. In the event any party hereto is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, the substantially prevailing party shall be entitled to recover from the substantially non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Grantors beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 8. ASSIGNMENT. No party may assign this Agreement without the prior written approval of the others.

SECTION 9. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the Grantors under the meaning or application of any Federal or State Unemployment or Insurance Laws or Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the Grantors, and the Association shall have no authority to represent the Grantors as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 10. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 11. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties hereto relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by each of the parties hereto.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the WVID, the City, and the Association, the WVID, the City, and the Association have complied with all the requirements of law in order to effectuate the terms of this Agreement, and the WVID, the City, and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents, and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to WVID: West Villages Improvement District
2501-A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. To the City: City of North Port
4970 City Hall Boulevard

North Port, Florida 34286
Attn: City Manager

With a copy to: City of North Port
4970 City Hall Boulevard
North Port, FL 34286
Attn: City Attorney

C. If to the Association: Antigua at Wellen Park Homeowners
Association, Inc.
10481 Six Mile Cypress Parkway
Fort Myers, Florida 33966
Attn: Matthew Koratich

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of each respective party. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than WVID, the City, and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon WVID, the City, and the Association and their respective representatives, successors, and assigns.

SECTION 16. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

SECTION 17. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to Grantors in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 19. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties hereto as an arm's length transaction. The parties have participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Signed, sealed, and delivered
in the presence of:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

(Signature)

John Luczynski
Chairman, Board of Supervisors

(Print Name)

(Signature)

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by John Luczynski, as Chairman of the Board of Supervisors of West Villages Improvement District, on its behalf. He is personally known to me or produced _____ as identification.

Notary Public, State of Florida

Personally Known _____

OR Produced Identification _____

Type of Identification _____

Signed, sealed, and delivered
in the presence of:

CITY OF NORTH PORT, FLORIDA

(Signature)

BARBARA LANGDON
MAYOR

(Print Name)

(Signature)

ATTEST

(Print Name)

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

AMBER L. SLAYTON, B.C.S.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 20___, by Barbara Langdon, as Mayor for the City of North Port, Florida.

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

WITNESSES:

**ANTIGUA AT WELLEN PARK
HOMEOWNERS
ASSOCIATION, INC.**

Name: _____

By: _____

Its: _____

Name: _____

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as _____ of Antigua at Wellen Park Homeowners Association, Inc., a Florida not-for-profit corporation, on its behalf. He is [] personally known to me or [] produced _____ as identification.

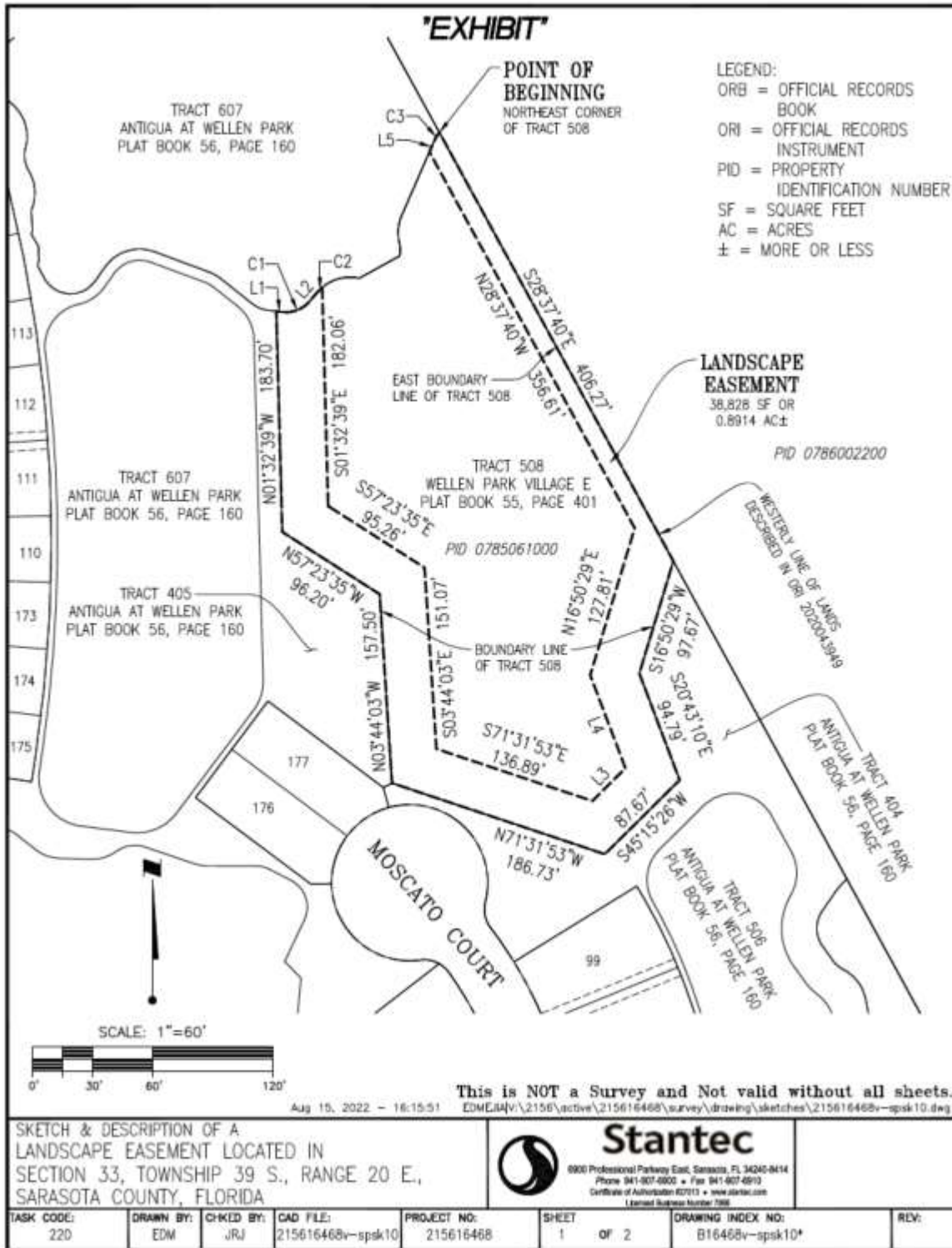
Notary Public, State of Florida

Personally Known _____

OR Produced Identification _____

Type of Identification _____

EXHIBIT A to Agreement
District Easement Area



EXHIBIT

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Begin at the northeast corner of Tract 508 of Wellen Park Village E recorded in Plat Book 55, Page 401 of the Public Records of Sarasota County, Florida; thence S.28°37'40"E. along the east boundary line of said Tract 508, a distance of 406.27 feet; the following eleven (11) calls are along the boundary line of said Tract 508: (1) thence S.16°50'29"W., a distance of 97.67 feet; (2) thence S.20°43'10"E., a distance of 94.79 feet; (3) thence S.45°15'26"W., a distance of 87.67 feet; (4) thence N.71°31'53"W., a distance of 186.73 feet; (5) thence N.03°44'03"W., a distance of 157.50 feet; (6) thence N.57°23'35"W., a distance of 96.20 feet; (7) thence N.01°32'39"W., a distance of 183.70 feet; (8) thence S.82°59'05"E., a distance of 5.30 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 56°08'32"; (9) thence Easterly along the arc of said curve, a distance of 24.50 feet, to the point of tangency of said curve; (10) thence N.40°52'23"E., a distance of 11.23 feet to a point of curvature of a curve to the right having a radius of 35.00 feet and a central angle of 08°23'22"; (11) thence Northeasterly along the arc of said curve, a distance of 5.12 feet, to the end of said curve; thence S.01°32'39"E. along a line non-tangent to said curve, a distance of 182.06 feet; thence S.57°23'35"E., a distance of 95.26 feet; thence S.03°44'03"E., a distance of 151.07 feet; thence S.71°31'53"E., a distance of 136.89 feet; thence N.45°15'26"E., a distance of 38.71 feet; thence N.20°43'10"W., a distance of 82.83 feet; thence N.16°50'29"E., a distance of 127.81 feet; thence N.28°37'40"W., a distance of 356.61 feet; thence N.23°35'23"E., a distance of 9.06 feet to a point of curvature of a curve to the right having a radius of 35.00 feet and a central angle of 15°00'06"; thence Northeasterly along the arc of said curve, a distance of 9.16 feet, to the POINT OF BEGINNING.

Containing 38,828 square feet or 0.8914 acres, more or less.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	25.00'	56°08'32"	24.50'	23.53'	N68°56'39"E
C2	35.00'	8°23'22"	5.12'	5.12'	N45°04'04"E
C3	35.00'	15°00'06"	9.16'	9.14'	N31°05'27"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S82°59'05"E	5.30'
L2	N40°52'23"E	11.23'
L3	N45°15'26"E	38.71'
L4	N20°43'10"W	82.83'
L5	N23°35'23"E	9.06'

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 33, BEING N00°30'26"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Joseph A Kelly

Digitally signed by Joseph A Kelly
Date: 2022.11.21 17:49:28 -0500

Joe Kelly, P.S.M.
Florida Registration No. 7141

Date of Signature

This is NOT a Survey and Not valid without all sheets.

Nov 21, 2022 - 17:11:35 E:\MEJ\p\2156\active\215616468\survey\drawing\sketches\215616468v-spsk10.dwg

SKETCH & DESCRIPTION OF A
LANDSCAPE EASEMENT LOCATED IN
SECTION 33, TOWNSHIP 39 S., RANGE 20 E.,
SARASOTA COUNTY, FLORIDA

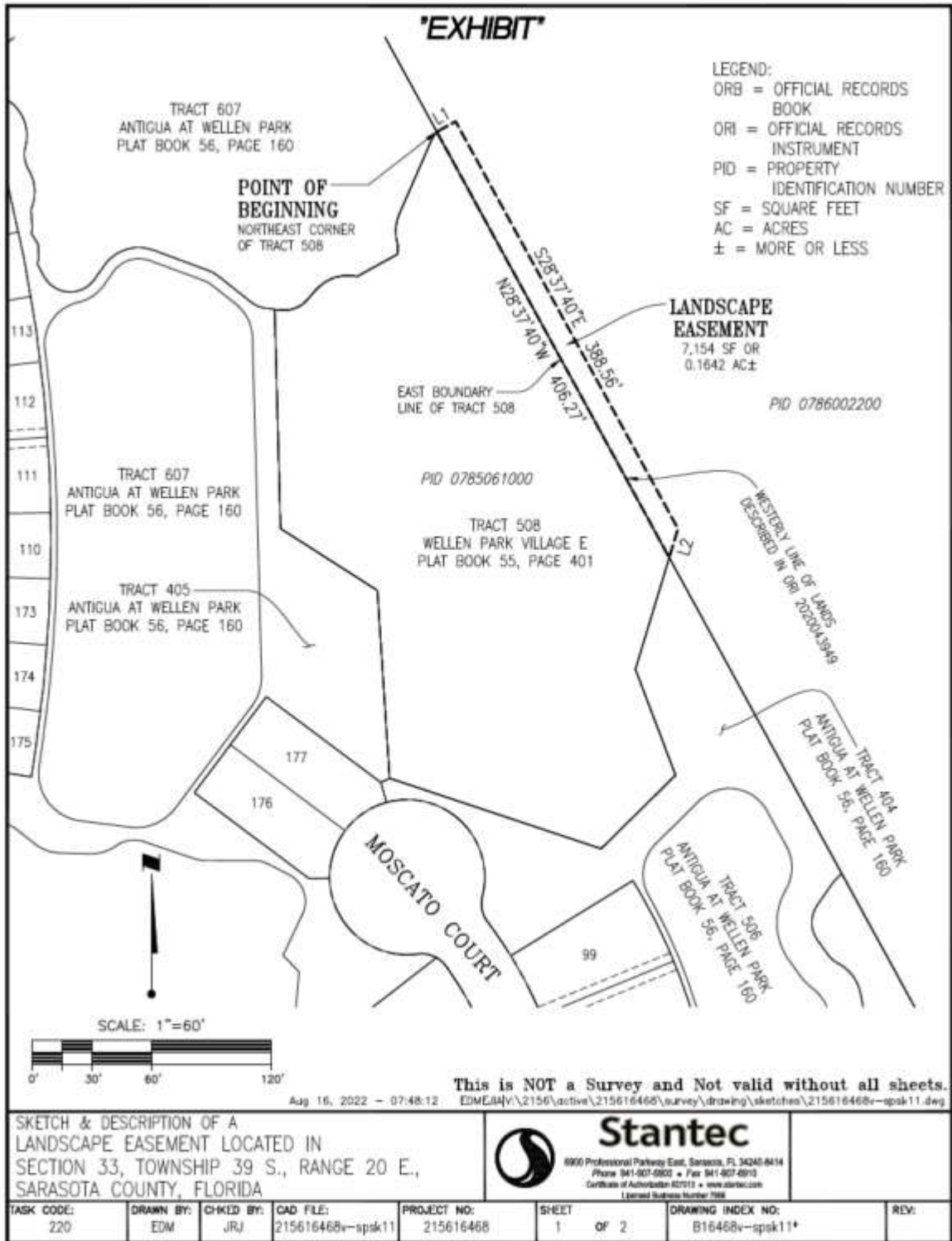


Stantec

8800 Professional Parkway East, Sarasota, FL 34203-8414
Phone: 941-451-8900 • Fax: 941-451-4810
Certified of Automation ISO 9001 • www.stantec.com
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TASK CODE: 220	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 215616468v-spsk10	PROJECT NO: 215616468	SHEET 2 OF 2	DRAWING INDEX NO: B16468v-spsk10*	REV:
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EXHIBIT B to Agreement
City Easement Area



'EXHIBIT'

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Begin at the northeast corner of Tract 508 of Wellen Park Village E recorded in Plat Book 55, Page 401 of the Public Records of Sarasota County, Florida; thence N.61°22'20"E., a distance of 18.00 feet; thence S.28°37'40"E., a distance of 388.56 feet; thence S.16°50'29"W., a distance of 25.25 feet to the east boundary line of said Tract 508; thence N.28°37'40"W. along said east boundary line, a distance of 406.27 feet to the POINT OF BEGINNING.

Containing 7,154 square feet or 0.1642 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N61°22'20"E	18.00'
L2	S16°50'29"W	25.25'

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 33, BEING N00°30'26"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Joseph A Kelly Digitally signed by Joseph A Kelly
Date: 2022.11.21 17:51:04 -05'00'

Joe Kelly, P.S.M.
Florida Registration No. 7141

Date of Signature

This is NOT a Survey and Not valid without all sheets.

Nov 21, 2022 - 17:11:32

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SKETCH & DESCRIPTION OF A
LANDSCAPE EASEMENT LOCATED IN
SECTION 33, TOWNSHIP 39 S., RANGE 20 E.,
SARASOTA COUNTY, FLORIDA



Stantec

9905 Professional Parkway East, Sarasota, FL 34240-8414
Phone: 941.461.5800 • Fax: 941.467.4810
Certified of Accreditation 62733 • www.stantec.com
United States Patent 7,868,186

TASK CODE: 220	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 215616468v--spk11	PROJECT NO: 215616468	SHEET 2 OF 2	DRAWING INDEX NO: B16468v--spk11*	REV:
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