



## City of North Port

### RESOLUTION NO. 2023-R-43

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, APPROVING THE TERMINATION AND CONVEYANCE OF EASEMENT AGREEMENT FOR UTILITY AND DRAINAGE EASEMENTS LOCATED ON LOTS 1, 2, 3, AND 4 OF BLOCK 349, OF THE 3RD ADDITION TO PORT CHARLOTTE SUBDIVISION, AS RECORDED IN PLAT BOOK 11, PAGES 31, 31A-31D OF SARASOTA COUNTY FLORIDA OFFICIAL RECORDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVING AGREEMENT; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on September 20, 2022, a Relocation of Easement releasing all six-foot platted utility and drainage easements over Parcels 1, 2, 3, and 4 for property located at 14132 South Tamiami Trail, North Port, Florida 34287, was recorded as Official Instrument No: 2022152365; and

**WHEREAS**, the easements are located under a restaurant building constructed on the property, and to effectuate the sale of the building the property owner and title company are requiring a vacation and release of all six-foot platted utility and drainage easements over Parcels 1, 2, 3, and 4, except the six-foot platted utility and drainage easement along the west line of Lot 1; and

**WHEREAS**, the attached Termination and Conveyance of Easement Agreement will cure any existing title defect on the property related to the six-foot platted utility and drainage easements; 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 APPROVING AGREEMENT**

2.01 The City Commission approves the *Termination and Conveyance of Easement Agreement* 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 *Reconveyance and Termination of Easement Agreement* as attached, with the Sarasota County Clerk of the Circuit Court to be duly recorded in the official records of the county.
- 3.02 First One South of the Border, LLC, 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 \_\_\_\_\_.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
BARBARA LANGDON  
MAYOR

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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

**Prepared by:**

Garret T. Barnes, Esquire  
Barnes Walker, Goethe, Perron, Shea, & Robinson,  
PLLC 3119 Manatee Avenue West  
Bradenton, FL 34205  
941-741-8224  
BW File No: 57763.021

Exhibit A of  
Resolution-2023-R-43

**TERMINATION AND CONVEYANCE OF EASEMENT AGREEMENT**

This Termination and Conveyance of Easement Agreement (“Easement Agreement”) is made by and between the **City of North Port, Florida**, a municipal corporation (“Grantor”), and **First One South of the Border, LLC**, a Florida limited liability company, whose post office address is 6888 Cortez Road West, Bradenton, FL 34210 (“Grantee”).

RECITALS

WHEREAS, on September 20, 2022, a Relocation of Easement releasing all six-foot platted utility and drainage easements over Parcels 1, 2, 3, and 4 for property located at 14132 South Tamiami Trail, North Port, Florida 34287, was recorded as Official Instrument No: 2022152365; and

WHEREAS, the easements are located under a restaurant building constructed on the property, and to effectuate the sale of the building the property owner and title company are requiring a vacation and release of all six-foot platted utility and drainage easements over Parcels 1, 2, 3, and 4, except the six-foot platted utility and drainage easement along the west line of Lot 1; and

WHEREAS, this Easement Agreement will cure any existing title defect on the property related to the six-foot platted utility and drainage easements.

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

1. Recitals. The above recitals are true and correct and are incorporated into this Easement Agreement by reference.
2. Termination and Conveyance of Easement. Grantor hereby relinquishes, releases, remises, terminates, quit-claims, declares null and void, and re-conveys to Grantee, its successors and/or assigns, the utility and drainage easements, as established and identified by Plat Book 11, Page 31, 31A through 31D, and relating only to Lots 1, 2, 3 and 4, of the Public Records of Sarasota County, FL, more particularly described and identified on the:

See Exhibit “A” attached hereto and by reference made a part hereof.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Termination and

Reconveyance of Easement Agreement.

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2023.

**CITY OF NORTH PORT, FLORIDA  
GRANTOR**

\_\_\_\_\_  
A. Jerome Fletcher, II, ICMA-CM, MPA  
City Manager

ATTEST

\_\_\_\_\_  
Heather Faust, MMC  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
Amber L. Slayton, B.C.S.  
City Attorney