



City of North Port

RESOLUTION NO. 2024-R-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING A NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT ON PORTIONS OF PROPERTY LYING IN SECTIONS 12 & 13, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY FLORIDA, AND BEARING SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS 0960130510, 0960130515, AND 0961140480; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, GH&G Toledo Blade, LLC, the owner of parcels 0960130510 and 0960130515, and FL FLORIDA INC, the owner of parcel 0961140480, collectively referred to as the “Grantors,” desire to grant, and the City Commission of the City of North Port, Florida, hereinafter referred to as the “Grantee,” desires to accept, a Non-Exclusive Access and Utility Easement (the “Easement”) over and across certain portions of properties owned by GH&G Toledo Blade, LLC and FL FLORIDA, INC, identified by Sarasota County Property Parcel Identification Numbers 0960130510, 0960130515, and 0961140480 (the “Property”); and

WHEREAS, the Easement grants the City access to the Property for the installation, maintenance, repair, and use of a water main and related facilities to be installed on the Property, whether above or below ground level; and

WHEREAS, the City Commission of the City of North Port, Florida finds that the Easement satisfies an immediate or future need of the City.

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 – RESOLUTION

2.01 The City Commission accepts and approves the *Access and Utility Easement Agreement* attached as Exhibit A, and incorporates it into this resolution by reference, granting the City a permanent access and utility easement on portions of the real property identified as follows:

A Parcel of Land, Lying and Being in Section 12, Township 39 South, Range 21 East, Sarasota County, Florida, Being the North 204.16' of Lot 51, North Port Park of Commerce, Phase II, as Recorded in Plat Book 43, Page 31 and 31A, of the Public Records of Sarasota County, Florida, and Bearing Sarasota County Property Appraiser Parcel Identification Number 0960130510.

Together with:

A Parcel of Land, Lying and Being in Section 13, Township 39 South, Range 21 East, Sarasota County, Florida, Being the North 92.08' of Lot 48, Together With the South 52.92 Feet of Lot 51, North Port Park of Commerce, Phase II, as Recorded in Plat Book 43, Page 31 And 31A, of the Public Records of Sarasota County, Florida, and Bearing Sarasota County Property Appraiser Parcel Identification Number 0960130515.

Together with:

A Parcel of Land, Lying and Being in Section 13, Township 39 South, Range 21 East, Sarasota County, Florida, Being the South 165.00' of Lot 48, North Port Park of Commerce, Phase II, as Recorded in Plat Book 43, Page 31 And 31A, of the Public Records of Sarasota County, Florida, and Bearing Sarasota County Property Appraiser Parcel Identification Number 0961140480.

SECTION 3 – FILING OF DOCUMENTS

- 3.01 The City Clerk is directed to file a certified copy of this resolution as well as the easements with the Clerk of the Sarasota County Circuit Court to be duly recorded in the official records of the county.
- 3.02 GH&G Toledo Blade, LLC, will reimburse the City for applicable recording fees.

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 May 28, 2024.

CITY OF NORTH PORT, FLORIDA

ALICE WHITE
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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

Prepared by and return to:
Faber Mabe, LLC
3615 Braselton Hwy., Suite 204
Dacula, Georgia 30019
Attn: Austen T. Mabe, Esq.

ACCESS AND UTILITY EASEMENT AGREEMENT

This Access and Utility Easement Agreement (the “Agreement”) is entered by and between **GH&G TOLEDO BLADE, LLC**, a Florida limited liability limited partnership, whose mailing address is 40 River Vista Drive, Atlanta, Georgia 30039 (“GHG”), **FL FLORIDA, INC.**, a Florida corporation, whose mailing address is 12601 New Brittany Boulevard, Fort Myers, Florida 33907 (“FL Florida”), and the **CITY OF NORTH PORT, FLORIDA** a municipal corporation of the State of Florida, whose mailing address is 4970 City Hall Boulevard, North Port, Florida 34286 (the “City”).

RECITALS

Whereas, GHG is the owner of certain real property located in Sarasota County, Florida, more particularly described and depicted in Exhibit “A” attached hereto (the “GHG Property”).

Whereas, FL Florida is the owner of certain real property located in Sarasota County, Florida, more particularly described and depicted in Exhibit “B” attached hereto (the “FL Florida Property”).

Whereas, GHG and FL Florida have agreed to grant easements over portions of their respective properties for the benefit of the City, pursuant to the terms and conditions set forth herein.

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

1. **GHG Easement.** GHG hereby grants to the City a non-exclusive access and utility easement over and across that portion of the GHG Property more particularly described on Exhibit “C” attached hereto (the “GHG Easement Area”) for the installation, maintenance, repair, and use of a water main and facilities related thereto (collectively the “GHG Utility Facilities”) to be installed in the GHG Easement Area. The City, at its sole cost and expense, shall maintain the GHG Utility Facilities and GHG Easement Area in good condition and repair. The City acknowledges and agrees that the rights granted to the City herein shall at all times be exercised in such a manner a not to interfere materially with the normal operation of the GHG Property and the businesses conducted therein, the exact location of the GHG Utility Facilities shall be subject to the approval of GHG, and except in an emergency, the right of the City to enter the GHG Property shall be conditioned on the City providing reasonable advance written notice to GHG as to the time and manner of entry. All GHG Utility Facilities shall be installed and maintained below the ground level or surface level of the GHG Property except for such parts thereof that cannot and are not intended to be placed below the surface, which shall be placed in a location as approved by GHG. In the event the City, or its employees, agents, assignees, contractors (or their subcontractors,

employees or materialmen), or representatives cause damage to the GHG Easement Area, the GHG Property, or improvements located on the GHG Property in the exercise of the easement rights granted herein, the City, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

2. **FL Florida Easement.** FL Florida hereby grants to the City a non-exclusive access and utility easement over and across that portion of the FL Florida Property more particularly described on Exhibit “C” attached hereto (the “FL Florida Easement Area”) for the installation, maintenance, repair, and use of a water main and facilities related thereto (collectively the “FL Florida Utility Facilities”) to be installed in the FL Florida Easement Area. The City, at its sole cost and expense, shall maintain the FL Florida Utility Facilities and FL Florida Easement Area in good condition and repair. The City acknowledges and agrees that the rights granted to the City herein shall at all times be exercised in such a manner a not to interfere materially with the normal operation of the FL Florida Property and the businesses conducted therein, the exact location of the FL Florida Utility Facilities shall be subject to the approval of FL Florida, and except in an emergency, the right of the City to enter the FL Florida Property shall be conditioned on the City providing reasonable advance written notice to FL Florida as to the time and manner of entry. All FL Florida Utility Facilities shall be installed and maintained below the ground level or surface level of the FL Florida Property except for such parts thereof that cannot and are not intended to be placed below the surface, which shall be placed in a location as approved by FL Florida. In the event the City, or its employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the FL Florida Easement Area, the FL Florida Property, or improvements located on the FL Florida Property in the exercise of the easement rights granted herein, the City, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

3. **Grant of Easement Only.** GHG is not conveying any fee simple interest in the GHG Property or title thereto, but only granting the rights and easements in the GHG Easement Area described herein. GHG reserves all right, title, interest, and privilege in and to the GHG Easement Area for all purposes not inconsistent with this Agreement. FL Florida is not conveying any fee simple interest in the FL Florida Property or title thereto, but only granting the rights and easements in the FL Florida Easement Area described herein. FL Florida reserves all right, title, interest, and privilege in and to the FL Florida Easement Area for all purposes not inconsistent with this Agreement.

4. **Binding Effect.** The easements, rights, benefits, and obligations set forth herein shall create servitudes running with the land and shall bind and inure to the benefit of the parties, and their respective heirs, devisees, legal representatives, successors, and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

5. **Default.** Upon the failure of any party to comply with such party's obligations under the terms of this Agreement the other party shall be entitled to commence an action against such defaulting party for any relief allowed by law, including, without limitation, money damages, injunctive relief or any combination thereof.

6. **Indemnity.** To the fullest extent by law and without waiving sovereign immunity, the City hereby indemnifies and agrees to hold GHG and FL Florida from and against any claim, loss, cost, damage, or expense, including all claims for death or injury to persons or damage to property, and including, without limitation, attorneys' fees and court costs, which may be suffered or incurred by GHG or FL Florida and which may arise out of or be in connection with, or by reason of the actions or inaction by, negligence or intentional misconduct of, or the use of the GHG Easement Area and/or FL Florida Easement Area by the City.

7. **Insurance.** The City shall keep and maintain at all times during the term of this Agreement at the City's sole expense, a comprehensive general public liability and property damage insurance with combined single limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. This Section shall survive any termination of this Easement until the statutory limitation has tolled.

In witness whereof, GH&G Toledo Blade, LLC, executed this Easement Agreement on the date below.

GH&G TOLEDO BLADE, LLC,
a Florida limited liability company

By: Daniel S. Howe, Manager

Witnesses:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2024, by Daniel S. Howe (name), as Manager (title) for GH&G Toledo Blade, LLC (entity).

Notary Public

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

In witness whereof, FL FLORIDA, INC. executed this Easement Agreement on the date below.

FL FLORIDA, INC.,
a Florida corporation

By: _____
Name: _____
Its: _____

Witnesses:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2024, by _____ (name), as _____ (title) for FL Florida, Inc., a Florida corporation (entity).

Notary Public

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

APPROVED by the City Commission of the City of North Port, Florida on _____, 2024.

CITY OF NORTH PORT, FLORIDA

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

EXHIBIT "A" TO ACCESS AND UTILITY EASEMENT AGREEMENT

DESCRIPTION OF GHG PROPERTY

A PARCEL OF LAND, LYING AND BEING IN SECTION 12, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, BEING THE NORTH 204.16' OF LOT 51, NORTH PORT PARK OF COMMERCE, PHASE II, AS RECORDED IN PLAT BOOK 43, PAGE 31 AND 31A, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 51, NORTH PORT PARK OF COMMERCE, PHASE II; THENCE ON THE WEST RIGHT-OF-WAY LINE OF TOLEDO BLADE BOULEVARD, A 200' PUBLIC RIGHT OF WAY, S. 00°21'20" W, 204.16'; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, N 89°38'40" W, 265.00 FEET, TO THE WEST LINE OF SAID LOT 51; THENCE ON SAID WEST LINE, N 00°21'20" E, 204.16 FEET, TO THE SOUTH RIGHT-OF-WAY OF INTERCHANGE AVENUE, A 60' PUBLIC RIGHT-OF-WAY; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE, S 89°38'40" E, 265.00 FEET, TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 12, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA.

PARCEL SUBJECT TO EASEMENTS OF RECORD.

PARCEL CONTAINS 54,102 SQUARE FEET, MORE OR LESS.

Together with:

A PARCEL OF LAND, LYING AND BEING IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, BEING THE NORTH 92.08' OF LOT 48, TOGETHER WITH THE SOUTH 52.92 FEET OF LOT 51, NORTH PORT PARK OF COMMERCE, PHASE II, AS RECORDED IN PLAT BOOK 43, PAGE 31 AND 31A, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 51, NORTH PORT PARK OF COMMERCE; THENCE LEAVING SAID SOUTHEAST CORNER, AND ON THE WEST RIGHT-OF-WAY LINE OF TOLEDO BLADE BOULEVARD, A 200' PUBLIC RIGHT-OF-WAY, S 00°21'20" W, 204.16', TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST RIGHT-OF-WAY LINE, S 00°21'20" W, 145.00 FEET; THENCE N 89°38'40" W, 265.00 FEET; THENCE N 00°21'23" E, 145.00 FEET; THENCE S 89°38'40" W, 265.00 FEET, TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA.

PARCEL CONTAINS 38,425 SQUARE FEET, MORE OR LESS.

EXHIBIT "B" TO ACCESS AND UTILITY EASEMENT AGREEMENT

DESCRIPTION OF FL FLORIDA PROPERTY

A PARCEL OF LAND, LYING AND BEING IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, BEING THE SOUTH 165.00' OF LOT 48, NORTH PORT PARK OF COMMERCE, PHASE II, AS RECORDED IN PLAT BOOK 43, PAGE 31 AND 31A, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 48, NORTH PORT PARK OF COMMERCE; THENCE LEAVING SAID SOUTHEAST CORNER, AND ON THE NORTH RIGHT-OF-WAY LINE OF TECHNOLOGY AVENUE, A 60' PUBLIC RIGHT-OF-WAY, N 89°38'40" W, 265.00', TO THE SOUTHWEST CORNER OF SAID LOT 48; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, AND ON THE WEST LINE OF SAID LOT 48, N 00°21'20" E, 165.00'; THENCE LEAVING SAID WEST LINE, S 89°38'40" E, 265.00', TO THE WEST RIGHT-OF-WAY LINE OF TOLEDO BLADE BOULEVARD, A 200' PUBLIC RIGHT-OF-WAY, PER PLAT BOOK 21, PAGE 14, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ON SAID WEST RIGHT-OF-WAY LINE, S 00°21'20" W, 165.00' TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA.

PARCEL SUBJECT TO EASEMENTS OF RECORD.

PARCEL CONTAINS 43,725 SQUARE FEET, MORE OR LESS.

EXHIBIT "C" TO ACCESS AND UTILITY EASEMENT AGREEMENT

DEPICTION AND DESCRIPTION OF PERMANENT UTILITY EASEMENT

LEGEND

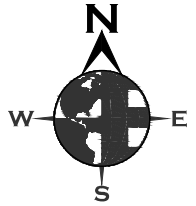
- R/W = RIGHT-OF-WAY
- R.P.B. = ROAD PLAT BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- LN. = LANE
- C/L = CENTERLINE
- F.P.L. = FLORIDA POWER & LIGHT COMPANY
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- O.R.I. = OFFICIAL RECORDS INSTRUMENT
- B.B. = BEARING BASIS
- P.I.D. = PROPERTY IDENTIFICATION
- N.T.S. = NOT TO SCALE
- NO. = NUMBER

SKETCH & DESCRIPTION OF:

Exhibit A to Resolution No. 2024-R-20

A TEN-FOOT-WIDE UTILITY EASEMENT LYING AND BEING IN SECTIONS 12 & 13, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA

**"NOT A SURVEY"
NOT TO SCALE**



**"GHG
Easement Area"**

DESCRIPTION OF:

A TEN-FOOT-WIDE UTILITY EASEMENT LYING AND BEING IN SECTIONS 12 AND 13, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, LYING OVER, UNDER, AND ACROSS, A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2023146183, AND INSTRUMENT NUMBER 2023143963, AS RECORDED IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 51, NORTH PORT PARK OF COMMERCE, PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE(S) 31-31A, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF INTERCHANGE AVENUE, A 60 PLATTED PUBLIC RIGHT OF WAY; THENCE LEAVING SAID NORTHWEST CORNER, AND ON SAID SOUTH RIGHT-OF-WAY LINE, S 89°38'40" E, 10.00 FEET, FOR A POINT OF BEGINNING OF THE SUBJECT EASEMENT; THENCE CONTINUING ON SAID SOUTH RIGHT-OF-WAY LINE, S 89°38'40" E, 10.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, S 00°21'20" W, 349.16 FEET, TO THE SOUTH LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2023143963, THENCE ON SAID SOUTH LINE, N 89°38'40" W, 10.00 FEET; THENCE N 00°21'20" E, 349.16 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD.

EASEMENT CONTAINS 3,491 SQUARE FEET, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF INTERCHANGE AVENUE, BEING S 89°38'40" E. (ASSUMED)
2. THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.
3. PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ELECTRONIC COPIES OF THIS DOCUMENT ARE ONLY VALID IF THE DIGITAL SIGNATURE AND DATE HAVE BEEN VERIFIED.

SHEET 1 OF 2

NOT VALID UNLESS ALL SHEETS PRESENT

BENNETT-PANFIL, INC.

SURVEYING
 742 SHAMROCK BLVD.,
 VENICE, FL. 34293
 (941) 497-1290
 FAX (941) 497-6186
 www.bpisurvey.com
 LICENSED BUSINESS NO. 6639

FILE NO. : 21-04-02		
DRAWN BY:	PM	DATE: 4/24/2024
CHECKED BY:	BGR	DATE: 4/24/2024
P.I.D.#:	0960130515, 0960130510	
EASEMENT CONTAINS:	3,491 SQ. FT.	
REVISIONS:		
DESCRIPTION	BY	DATE

THIS DOCUMENT WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR SURVEYS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS NOT INTENDED TO MEET ANY OTHER MUNICIPAL OR NATIONAL STANDARD OR REQUIREMENT UNLESS NOTED.

B. GREGORY RIETH
FLORIDA SURVEYOR & MAPPER REG'N #5228

Digitally signed by Bernard G Rieth
 Date: 2024.05.03 14:13:17
 -04'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ELECTRONIC COPIES OF THIS DOCUMENT ARE ONLY VALID IF THE DIGITAL SIGNATURE AND DATE HAVE BEEN VERIFIED.

LEGEND

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- NO. = NUMBER

SKETCH & DESCRIPTION OF

A TEN-FOOT-WIDE UTILITY EASEMENT LYING AND BEING IN SECTIONS 12 & 13, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA

**"NOT A SURVEY"
NOT TO SCALE**

Exhibit A to Resolution No. 2024-R-20



INTERCHANGE AVENUE
60' PLATTED PUBLIC R/W
PER PLAT BOOK 43, PAGE 31-31A

LINE	BEARING	DISTANCE
L1	S 89°38'40" E	10.00'
L2	S 89°38'40" E	10.00'
L3	N 89°38'40" W	10.00'

LOT 52
P.I.D. #0960130520
NORTH PORT PARK OF COMMERCE, PHASE II
PLAT BOOK 43, PAGE(S) 31-31A

THE NORTH 204.16' OF LOT 51
NORTH PORT PARK OF COMMERCE, PHASE II
PLAT BOOK 43, PAGE(S) 31-31A

SECTION 12
SECTION 13

LOT 52
LOT 49

LOT 51
LOT 48

P.I.D. #0960130515
O.R.I. #2023143963

THE NORTH 92.08' OF LOT 48
NORTH PORT PARK OF COMMERCE, PHASE II
PLAT BOOK 43, PAGE(S) 31-31A

WEST LINE OF LOTS 48, AND LOT 51
NORTH PORT PARK OF COMMERCE, PHASE II

LOT 49
P.I.D. #0961140490
NORTH PORT PARK OF COMMERCE, PHASE II
PLAT BOOK 43, PAGE(S) 31-31A

SOUTH LINE LINE OF LANDS DESCRIBED
IN O.R.B. #2023143963

P.I.D. #0961140480
O.R.I. #2021204201

THE SOUTH 165.00' OF LOT 48
NORTH PORT PARK OF COMMERCE, PHASE II
PLAT BOOK 43, PAGE(S) 31-31A

TOLEDO BLADE BOULEVARD
200' PLATTED PUBLIC R/W
PER PLAT BOOK 21, PAGE 14

TECHNOLOGY AVENUE
60' PLATTED PUBLIC R/W
PER PLAT BOOK 43, PAGE 31-31A

"GHG
Easement
Area"

BENNETT-PANFL, INC.
SURVEYING

742 SHAMROCK BLVD.,
VENICE, FL. 34293
(941) 497-1290
FAX (941) 497-6186
www.bpisurveying.com
LICENSED BUSINESS NO. 6639

FILE NO. : 21-04-02
SHEET 2 OF 2
NOT VALID UNLESS ALL SHEETS PRESENT

LEGEND

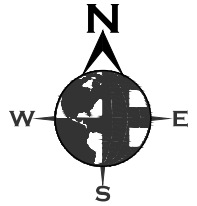
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SKETCH & DESCRIPTION OF:

Exhibit A to Resolution No. 2024-R-20

A TEN-FOOT-WIDE UTILITY EASEMENT LYING AND BEING IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA

**"NOT A SURVEY"
NOT TO SCALE**



**"FL Florida
Easement Area"**

DESCRIPTION OF:

A TEN-FOOT-WIDE UTILITY EASEMENT LYING AND BEING IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, LYING OVER, UNDER, AND ACROSS, A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2024001559, AS RECORDED IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 48, NORTH PORT PARK OF COMMERCE, PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE(S) 31-31A, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF TECHNOLOGY AVENUE, A 60 PLATTED PUBLIC RIGHT OF WAY; THENCE LEAVING SAID SOUTHWEST CORNER, AND ON SAID NORTH RIGHT-OF-WAY LINE, S 89°38'40" E, 10.00 FEET, TO THE POINT OF BEGINNING OF THE SUBJECT EASEMENT; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, N 00°21'20" E, 165.00 FEET, TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2024001559; THENCE S 89°38'40" E, 10.00 FEET; THENCE LEAVING SAID NORTH LINE, S 00°21'20" W, 165.00 FEET, TO SAID NORTH RIGHT-OF-WAY LINE; THENCE ON SAID NORTH RIGHT-OF-WAY LINE, N 89°38'40" W, 10.00 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD.

EASEMENT CONTAINS 1,650 SQUARE FEET, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF TECHNOLOGY AVENUE, BEING N 89°38'40" W. (ASSUMED)
2. THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.
3. PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ELECTRONIC COPIES OF THIS DOCUMENT ARE ONLY VALID IF THE DIGITAL SIGNATURE AND DATE HAVE BEEN VERIFIED.

SHEET 1 OF 2

NOT VALID UNLESS ALL SHEETS PRESENT

BENNETT-PANFL, INC.

SURVEYING
 742 SHAMROCK BLVD.,
 VENICE, FL. 34293
 (941) 497-1290
 FAX (941) 497-6186
 www.bpisurvey.com
 LICENSED BUSINESS NO. 6639

FILE NO. : 21-04-02WUE		
DRAWN BY:	PM	DATE: 4/23/2024
CHECKED BY:	BGR	DATE: 4/23/2024
P.I.D.#:	0961140480	
EASEMENT CONTAINS:	1,650 SQ. FT.	
REVISIONS:		
DESCRIPTION	BY	DATE

THIS DOCUMENT WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR SURVEYS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS NOT INTENDED TO MEET ANY OTHER MUNICIPAL OR NATIONAL STANDARD OR REQUIREMENT UNLESS NOTED.

B. GREGORY RIETH
FLORIDA SURVEYOR & MAPPER REG'N #5228

Digitally signed by Bernard G Rieth
 Date: 2024.05.03 14:13:59
 -04'00'

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LEGEND

- R/W = RIGHT-OF-WAY
- R.P.B. = ROAD PLAT BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- LN. = LANE
- C/L = CENTERLINE
- F.P.L. = FLORIDA POWER & LIGHT COMPANY
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- O.R.I. = OFFICIAL RECORDS INSTRUMENT
- B.B. = BEARING BASIS
- P.I.D. = PROPERTY IDENTIFICATION
- N.T.S. = NOT TO SCALE
- NO. = NUMBER

SKETCH & DESCRIPTION OF

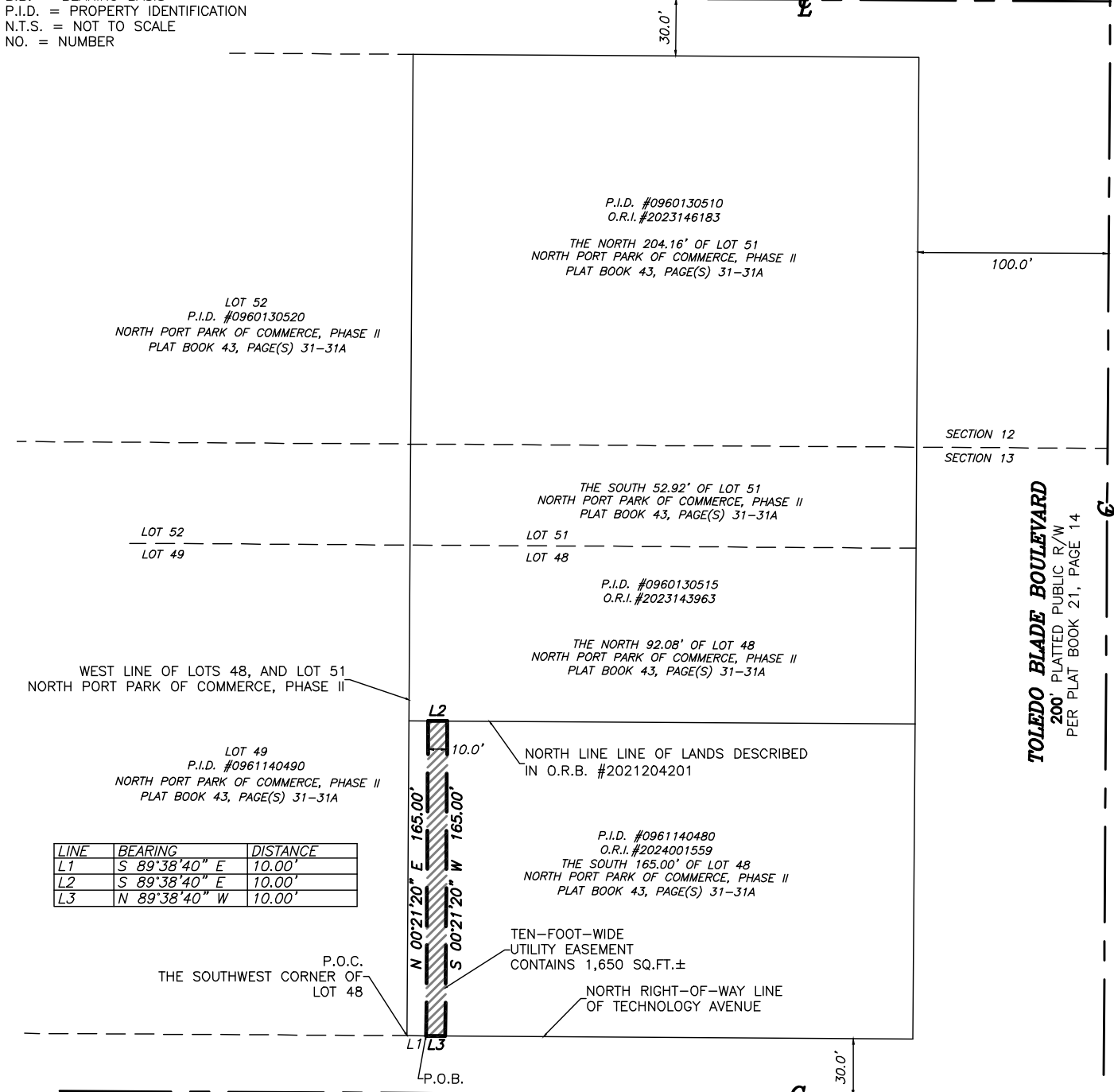
A TEN-FOOT-WIDE UTILITY EASEMENT LYING AND BEING IN
SECTION 13, TOWNSHIP 39 SOUTH, RANGE 21 EAST,
SARASOTA COUNTY, FLORIDA

**"NOT A SURVEY"
NOT TO SCALE**



INTERCHANGE AVENUE

60' PLATTED PUBLIC R/W
PER PLAT BOOK 43, PAGE 31-31A



LOT 52
P.I.D. #0960130520
NORTH PORT PARK OF COMMERCE, PHASE II
PLAT BOOK 43, PAGE(S) 31-31A

P.I.D. #0960130510
O.R.I. #2023146183
THE NORTH 204.16' OF LOT 51
NORTH PORT PARK OF COMMERCE, PHASE II
PLAT BOOK 43, PAGE(S) 31-31A

LOT 52
LOT 49

THE SOUTH 52.92' OF LOT 51
NORTH PORT PARK OF COMMERCE, PHASE II
PLAT BOOK 43, PAGE(S) 31-31A

LOT 51
LOT 48

P.I.D. #0960130515
O.R.I. #2023143963

THE NORTH 92.08' OF LOT 48
NORTH PORT PARK OF COMMERCE, PHASE II
PLAT BOOK 43, PAGE(S) 31-31A

WEST LINE OF LOTS 48, AND LOT 51
NORTH PORT PARK OF COMMERCE, PHASE II

LOT 49
P.I.D. #0961140490
NORTH PORT PARK OF COMMERCE, PHASE II
PLAT BOOK 43, PAGE(S) 31-31A

NORTH LINE LINE OF LANDS DESCRIBED
IN O.R.B. #2021204201

LINE	BEARING	DISTANCE
L1	S 89°38'40" E	10.00'
L2	S 89°38'40" E	10.00'
L3	N 89°38'40" W	10.00'

P.I.D. #0961140480
O.R.I. #2024001559
THE SOUTH 165.00' OF LOT 48
NORTH PORT PARK OF COMMERCE, PHASE II
PLAT BOOK 43, PAGE(S) 31-31A

TEN-FOOT-WIDE
UTILITY EASEMENT
CONTAINS 1,650 SQ.FT.±

P.O.C.
THE SOUTHWEST CORNER OF
LOT 48

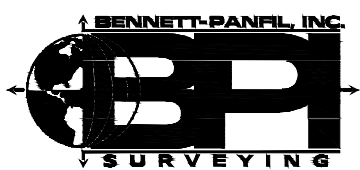
NORTH RIGHT-OF-WAY LINE
OF TECHNOLOGY AVENUE

TECHNOLOGY AVENUE

60' PLATTED PUBLIC R/W
PER PLAT BOOK 43, PAGE 31-31A

TOLEDO BLADE BOULEVARD
200' PLATTED PUBLIC R/W
PER PLAT BOOK 21, PAGE 14

**"FL Florida
Easement
Area"**



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FILE NO. : 21-04-02WUE
SHEET 2 OF 2
NOT VALID UNLESS ALL SHEETS PRESENT

CONSENT TO AND JOINDER IN EASEMENT AGREEMENT

The undersigned, being the Tenant with respect to a portion of the FL Florida Property (as said term is defined in the instrument to which this consent and joinder is attached), hereby consents to and agrees to the terms of the within and foregoing Easement Agreement to which this consent and joinder is attached and joins in the conveyance of the easements and establishment of restrictions as set forth therein for the purpose of subordinating the interest of the undersigned to the conveyance of the easements as set forth therein.

QFRM DEV FL, LLC,
a Florida limited liability company

By: _____
Name: _____
Its: _____

Witnesses:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2024, by Timothy Cloe as Manager (title) for QFRM DEV FL, LLC, a Florida limited liability company (entity).

Notary Public

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