



City of North Port

RESOLUTION NO. 2022-R-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, AUTHORIZING THE PURCHASE OF +/- 17.31 ACRES OF REAL PROPERTY LOCATED ON PAN AMERICAN BOULEVARD AND DESCRIBED AS PORTIONS OF SECTIONS 29, 30, 31 AND 32, TOWNSHIP 39 SOUTH, RANGE 21 EAST, A PORTION OF REAL PROPERTY BEARING SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 0996001000; INCORPORATING RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner(s) of the identified real estate have agreed to sell the property to the City of North Port; and

WHEREAS, through its real estate consultant, the City obtained an appraisal report identifying the fee simple market value of the property as of December 14, 2022 as \$2,900,000; and

WHEREAS, the current owner(s) will pay any outstanding taxes on the real property at closing; and

WHEREAS, because the City is purchasing only a portion of the total available parcel the Sarasota County Property Appraiser will assign a new Parcel Identification Number to the portion of the parcel purchased by the City once the warranty deed is recorded with the Sarasota County Clerk of the Circuit Court; and

WHEREAS, the City Commission of the City of North Port, Florida finds that this property acquisition satisfies an immediate or future need of the City or its special districts.

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 authorizes the City Manager to take the actions identified in this resolution to purchase +/- 17.31 acres of real property described as a portion of real property bearing Sarasota County Property Appraiser Parcel Identification Number 0996001000, located on Pan American Boulevard in the City of North Port, and legally described as:

Portions of Sections 29, 30, 31 and 32, Township 39 South, Range 21 East, Sarasota County, Florida, more particularly described as follows:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE (80 FOOT WIDTH) OF PAN AMERICAN BLVD., WITH THE NORTHERLY RIGHT-OF-WAY LINE (125' FROM CENTERLINE) OF THE TAMIAMI TRAIL (US-41) WITHIN SECTION 31, AS THE SAME IS SHOWN ON THE RECORD PLAT OF THE 43RD ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE 26, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.13°27'52"E., ALONG THE EAST RIGHT OF WAY LINE OF SAID PAN AMERICAN BLVD., A DISTANCE OF 734.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 439.99 FEET, A CENTRAL ANGLE OF 10°58'43", A CHORD BEARING OF N.07°58'31"E. AND A CHORD LENGTH OF 84.18 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD., AN ARC LENGTH OF 84.31 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SECTION 30 AND A POINT OF COMPOUND CURVATURE TO THE LEFT, HAVING: A RADIUS OF 439.99 FEET, A CENTRAL ANGLE OF 10°39'11", A CHORD BEARING OF N.02°50'25"W. AND A CHORD LENGTH OF 81.69 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD., AN ARC LENGTH OF 81.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°10'00" W., ALONG SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD., A DISTANCE OF 207.59 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY OF PAN AMERICAN BOULEVARD WITH THE CENTERLINE OF A PROPOSED 50 FT ACCESS AND UTILITY EASEMENT; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY OF PAN AMERICAN BOULEVARD, N.08°10'00"W, 377.88 FEET TO THE SOUTH MITER LINE OF AN 80 FOOT INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENT AND THE SOUTH LINE OF THE WATERS AT NORTH PORT LLC PROJECT AS SHOWN IN ORIGINAL RECORD INSTRUMENT NUMBER 2021230841 AND ON SURVEY BY BANKS ENGINEERING DATED 10/21/21 UNDER PROJECT DRAWING NO. 4018A-SR; THENCE FOLLOWING SAID SOUTH MITER LINE N.31°31'36"E. 39.14 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 20°58'08", A CHORD BEARING OF S.87°40'56"E. AND A CHORD LENGTH OF 236.56 FEET, THENCE ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT AND FOLLOWING THE ARC OF SAID CURVE 237.89 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1764.74 FEET, A CENTRAL ANGLE OF 10°48'08", A CHORD BEARING OF S.82°35'56"E. AND A CHORD LENGTH OF 332.22 FEET, THENCE ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT AND FOLLOWING THE ARC OF SAID CURVE 332.72 FEET TO A POINT; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT, S.88°00'00"E. 139.63 FEET TO THE POINT OF BEGINNING OF SAID CONSOLIDATION BOUNDARY SKETCH; THENCE CONTINUING ALONG THE SOUTHERN BOUNDARY LINE OF WATERS AT NORTH PORT PROJECT, AS REFERENCED ABOVE, S.88°00'00"E., 71.10 FEET TO A POINT; THENCE CONTINUING N.02°00'00"E, 140.64 FEET TO A POINT; THENCE CONTINUING

N.64°24'33"E. 212.47 FEET TO A POINT; THENCE CONTINUING N.89°29'48"E., 578.71 FEET TO WEST LINE OF SECTION 29; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF WATERS AT NORTH PORT AND INTO SECTION 29, N.89°29'48"E., 407.83 FEET TO A POINT ON THE WEST LINE OF PARCEL "D" AS DESCRIBED IN O.R. 2666, PAGE 618, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND A POINT; THENCE SOUTH, ALONG SAID WEST LINE OF PARCEL "D", AND FOLLOWING THE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 25°43'25", A CHORD BEARING OF S.29°07'34"W. AND A CHORD LENGTH OF 845.88 FEET; THENCE ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID PARCEL "D", AN ARC LENGTH OF 853.03 FEET TO THE EAST LINE OF SECTION 30, THENCE CONTINUING ALONG SAID WEST LINE OF PARCEL "D" AND ALONG THE CURVE HAVING A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 00°12'34", A CHORD BEARING OF S.42°05'34"W. AND A CHORD LENGTH OF 6.95 FEET, THENCE ALONG THE ARC OF SAID CURVE AND CROSSING INTO SECTION 30, 6.95 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S.42°11'51"W., ALONG THE WESTERLY LINE OF SAID PARCEL "D" A DISTANCE OF 59.86 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "D"; THENCE S.61°10'59"E., ALONG THE SOUTHERLY LINE OF SAID PARCEL "D", AND CROSSING INTO SECTION 29, A DISTANCE OF 80.00 FEET TO A PARCEL AS DESCRIBED IN ORIGINAL RECORD INSTRUMENT NUMBER 2013041222 AND BELONGING TO NORTH PORT ROAD AND DRAINAGE DISTRICT; THENCE FOLLOWING THE BOUNDARY OF SAID PARCEL, S.01°54'18"E, 52.35 FEET, TO A POINT, THENCE S.28°49'01"W, 120.00 FEET, CROSSING INTO SECTION'S 32 & 31, TO A POINT, THENCE S.61°10'59"E. 90.09 FEET, CROSSING INTO SECTION 32, TO THE MEAN HIGH WATER LINE OF THE MYAKKAHATCHEE CREEK; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE MEAN HIGH WATER LINE OF SAID MYAKKAHATCHEE CREEK, N.87°28'55"W, 50.46 FEET, CROSSING INTO SECTION 31, THENCE S.73°57'54"W, 102.66 FEET, THENCE N.85°06'49"W, 87.14 FEET, THENCE S.47°27'12"W, 38.83 FEET, TO THE SOUTHEAST CORNER OF WILLOW CREEK, PHASE II, AS DESCRIBED IN O.R.I. 2004002128, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°28'05"E., ALONG THE EAST LINE OF SAID WILLOW CREEK, PHASE II, A DISTANCE OF 186.83 FEET TO A POINT ON THE SOUTH LINE OF SECTION 30; THENCE CROSSING INTO SECTION 30, N.00°28'05"E., 277.63 FEET TO A POINT; THENCE S.89°29'48"W., ALONG THE NORTH LINE OF SAID WILLOW CREEK, PHASE II, A DISTANCE OF 626.63 FEET; THENCE N.00°30'12"W., 45.00 FEET TO THE CENTERLINE OF A PROPOSED 50 FOOT INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENT, THENCE CONTINUING N.00°30'12"W, 330.49 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 17.31 ACRES, MORE OR LESS AND BEING A PORTION OF THAT LAND AS DESCRIBED IN O.R.I. 2016121988.

Consolidation Boundary Sketch and Legal Description are attached as Exhibit A.

- 2.02 The Commission approves the *Agreement for Purchase and Sale of Real Property* attached as Exhibit B.
- 2.03 Transfer of ownership from the current property owner(s) to the City of North Port will be made via Warranty Deed.

2.04 The City Commission authorizes the City Manager or designee to execute the documents referenced in this resolution and to perform all other actions delegable by law that are necessary to negotiate, enter into, and consummate the proposed purchase.

2.05 All identified exhibits are incorporated in this resolution by reference.

SECTION 3 – FILING OF DOCUMENTS

3.01 The City Clerk is directed to file a certified copy of this resolution with the Sarasota County Clerk of the Circuit Court to be duly recorded in the official records of the county.

3.02 The City Clerk is directed to record the fully executed original Warranty Deed with the Sarasota County Clerk of the Circuit Court to be duly recorded in the official records of the county, concurrent with the recording of this resolution.

3.03 The City will pay the applicable recording fees to the Sarasota County Clerk of the Circuit Court.

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 July 12, 2022.

CITY OF NORTH PORT, FLORIDA

PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON
CITY ATTORNEY

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into by and between 5400 Group, LLC, a Florida limited liability company ("Seller"), with an address of c/o SVN/Lotus, Ashley Bloom, 2044 Constitution Boulevard, Sarasota, Florida 34231 and the City of North Port, Florida, a municipal corporation of the State of Florida ("Buyer"), with an address of 4970 City Hall Boulevard, North Port, Florida 34286-4100, as of the date that the Buyer executes this Agreement (the "Effective Date").

In consideration of the mutual covenants and agreements set forth herein, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. **Sale of Property.** Seller agrees to sell, assign, transfer, and convey to Buyer, and the Buyer agrees to purchase from Seller that certain real property ("Property") consisting of 17.31 acres (754,023.6 square feet) of real property described as a portion of real property bearing Sarasota County Property Appraiser Parcel Identification Number 0996001000, located on Pan American Boulevard in the City of North Port, and legally described as:

Portions of Sections 29, 30, 31 and 32, Township 39 South, Range 21 East, a portion of real property identified in the Special Warranty Deed recorded as Instrument number 2016121988 of the Official Records of the Sarasota County Clerk of the Circuit Court.

Consolidation Boundary Sketch and Legal Description are attached as Exhibit "A."

together with all privileges and other rights appurtenant to the Property, if any; all fill and top soil thereon, if any; all oil, gas and mineral rights possessed by Seller, if any; and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Property, if any; and all right title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights benefiting the Property, if any.

2. **Purchase Price.** In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of Two Million Nine Hundred Thousand and no/100 dollars (\$2,900,000.00) payable at closing.

3. **Clear and Marketable Title.** Seller warrants that it is the sole owner of the Property in fee simple and will convey good, recordable, marketable, insurable title free and clear of all encumbrances to Buyer at closing. **Seller will defend and indemnify Buyer for any cloud upon the title.** Seller acknowledges that all warranties found in law are in effect.

- Seller agrees to purchase title insurance
- Buyer agrees to purchase title insurance
- Title Insurance is waived.

4. **Survey.** Buyer may, at its own expense, obtain a survey of the Property, certified in a manner sufficient for the issuance of a Policy deleting the general survey exception. If the survey shows any encroachments or that the improvements in fact encroach on setback lines, easements, lands owned by other persons or violate any restrictions, agreements, covenants, or applicable governmental regulations, the same shall be treated as a title defect.

5. **Permanent Access Easement and Temporary Construction Easements.** The parties

acknowledge access to the Property from Pan American Boulevard is required as shown on the Consolidation Boundary Sketch and Legal Description attached as Exhibit "A." A Permanent Access Easement and corresponding Temporary Construction Easements will be executed at closing.

6. Future Easements. The parties acknowledge and agree that Buyer's final site design will include Permanent and Temporary Easements ("Easements") for Shared Infrastructure. Proposed Easements include Access, Water Management and Drainage, Wastewater (Lift Station), Signage, and Maintenance. The granting of the Easements will occur during the finalization of Buyer's site design process. Easements granted by Seller to Buyer will not be unreasonably withheld.

7. Lift Station. Seller is responsible for its one-half of the infrastructure improvement costs of the lift station as identified in Section 2 of the Shared Infrastructure, Easement and Maintenance Agreement entered into between Seller and the Waters at North Port, LLC, ("Shared Infrastructure Agreement"), which is attached to this Agreement as Exhibit "B." Any amendment to the Shared Infrastructure Agreement impacting the Seller's responsibilities for these costs must receive written approval from Buyer before the amendment will change Seller's responsibilities under this Agreement. Seller shall provide Buyer with The Waters of North Port, LLC's ("WNP") estimate of costs for the lift station within five (5) days of it being provided to Seller by WNP. Buyer shall thereafter pay one-half of the estimated cost directly to WNP within twenty-five (25) days of receiving its building permit.

8. Deceleration Lane. Seller is responsible for its proportionate share of the infrastructure improvement costs of the deceleration lane as identified in Section 2 of the Shared Infrastructure, Easement and Maintenance Agreement entered into between Seller and the Waters at North Port, LLC, ("Shared Infrastructure Agreement"), which is attached to this Agreement as Exhibit "B." Any amendment to the Shared Infrastructure Agreement impacting the Seller's responsibilities for these costs must receive written approval from Buyer before the amendment will change Seller's responsibilities under this Agreement. Buyer shall pay its proportionate share of the infrastructure improvement costs of the deceleration lane, if any, directly to WNP.

9. Commission Approval. Buyer's obligation to perform on this Purchase and Sale Agreement is conditioned upon the approval of this Purchase and Sale Agreement by the City Commission of the City of North Port, Florida.

10. Closing Costs and Documents. Buyer agrees to pay all reasonable closing costs. Taxes shall be prorated as of the scheduled closing date. Buyer shall select the closing agent. The purchase price will be disbursed to the Seller or their agent at the time of closing, except outstanding taxes, which, if due, will be withheld at closing. Seller agrees to sign and provide a Special Warranty Deed and all other relevant closing documents at closing, and further acknowledge(s) that the closing and aforesaid payment is contingent on Seller's ability to convey clear, recordable, marketable, insurable, and complete title at the closing.

11. Closing Date. Closing on the Property will take place no later than 90 days of the North Port City Commission's approval of this Purchase and Sale Agreement unless otherwise agreed to by the parties. Seller will be informed by the Closing Officer at least seven (7) days prior to the closing of its date, time and place, when closing is in person. The North Port City Commission shall consider this Purchase and Sale Agreement for approval no later than its third scheduled City Commission Regular Meeting

following the date signed by Seller.

12. Hazardous Materials. Seller warrants to Buyer that to the best of Seller's knowledge, information and belief, the Property has not been nor is it currently used as a disposal site for toxic or other hazardous waste materials. This warranty shall survive the closing and shall continue for so long as there is liability imposed on Buyer under any applicable federal or state law. In the event the City obtains an Environmental Site Assessment that confirms the presence of Hazardous Materials on the Property, the City, at its sole option, may elect to terminate this Purchase and Sale Agreement and neither party shall have any further obligations under this Purchase and Sale Agreement.

13. Encumbrances. Seller hereby covenants and agrees that from the Effective Date until the closing date, the Seller shall not, without the prior written consent of the Buyer, grant or otherwise voluntarily create or consent to the creation of any easement, restriction, lien, or encumbrance affecting the Property.

14. Default; Remedies. If Seller or Buyer default under this Purchase and Sale Agreement, the non-defaulting party may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or exercise any other remedy permitted by law or inequity resulting from Seller's or Buyer's default.

15. Governing Law; Venue. This Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

16. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Purchase and Sale Agreement that are not contained in this document.

17. Amendment. No modifications, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18. Severability. In the event any provision of this Purchase and Sale Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

19. Assignment. Seller shall not assign this Agreement, or any interest therein or any right or privilege appurtenant thereto or to the Property without first obtaining Buyer's written consent, which shall not be unreasonably withheld. Buyer's consent to one assignment by a party other than Seller shall not be consent to any subsequent assignment by any other person. Any unauthorized assignment shall be void and shall terminate this Purchase and Sale Agreement at Buyer's option. Subject to the terms of the preceding sentence, all terms of this Purchase and Sale Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representative, heirs, successors, and assigns.

20. Notices. All notices, requests, demands and other communications hereunder shall be in
Purchase and Sale Agreement

writing and shall be hand delivered, sent via UPS for FedEx, or sent by certified United States mail (postage prepaid), return receipt requested, and addressed as follows:

If to Seller: Ashley B. Bloom
2044 Constitution Blvd.
Sarasota, Florida 34231

With copy to: Geri L. Waksler, Esquire
309 Tamiami Trail
Punta Gorda, FL 33950

If to Buyer: City of North Port, Florida
City Manager
4970 City Hall Blvd.
North Port, FL 34286

With copy to: City of North Port, Florida
City Attorney
4970 City Hall Blvd.
North Port, FL 34286

Notices will be deemed delivered upon deposit with the carrier, deposit in the U.S. Mail, or upon hand delivery.

21. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Purchase and Sale Agreement may be signed in counterparts.

22. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services.

(This space intentionally left blank; signature pages to follow)



This Agreement has been executed and delivered on the dates set forth below.

SELLER

5400 Group, LLC, a Florida limited liability company

Ron W. Zeigler
Witness No. 1

RON W ZEIGLER
Printed Name

[Signature]
Signature

6.16.22
Date

[Signature]
Witness No. 2

Robert Henry
Printed Name

ACKNOWLEDGEMENT

STATE OF FLORIDA

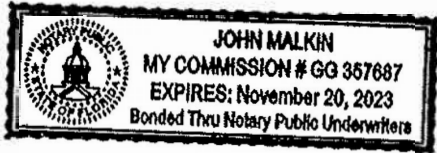
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on JUNE 16th, 2022, by ASHELY D. COON, 5400 Group, LLC, a Florida limited liability company.

[Signature]
Notary Public – State of Florida

Personally Known OR Produced Identification

Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida, in public session on _____, 2022.

BUYER
CITY OF NORTH PORT, FLORIDA

By: _____
A. Jerome Fletcher II, ICMA-CM, MPA
City Manager

ATTEST

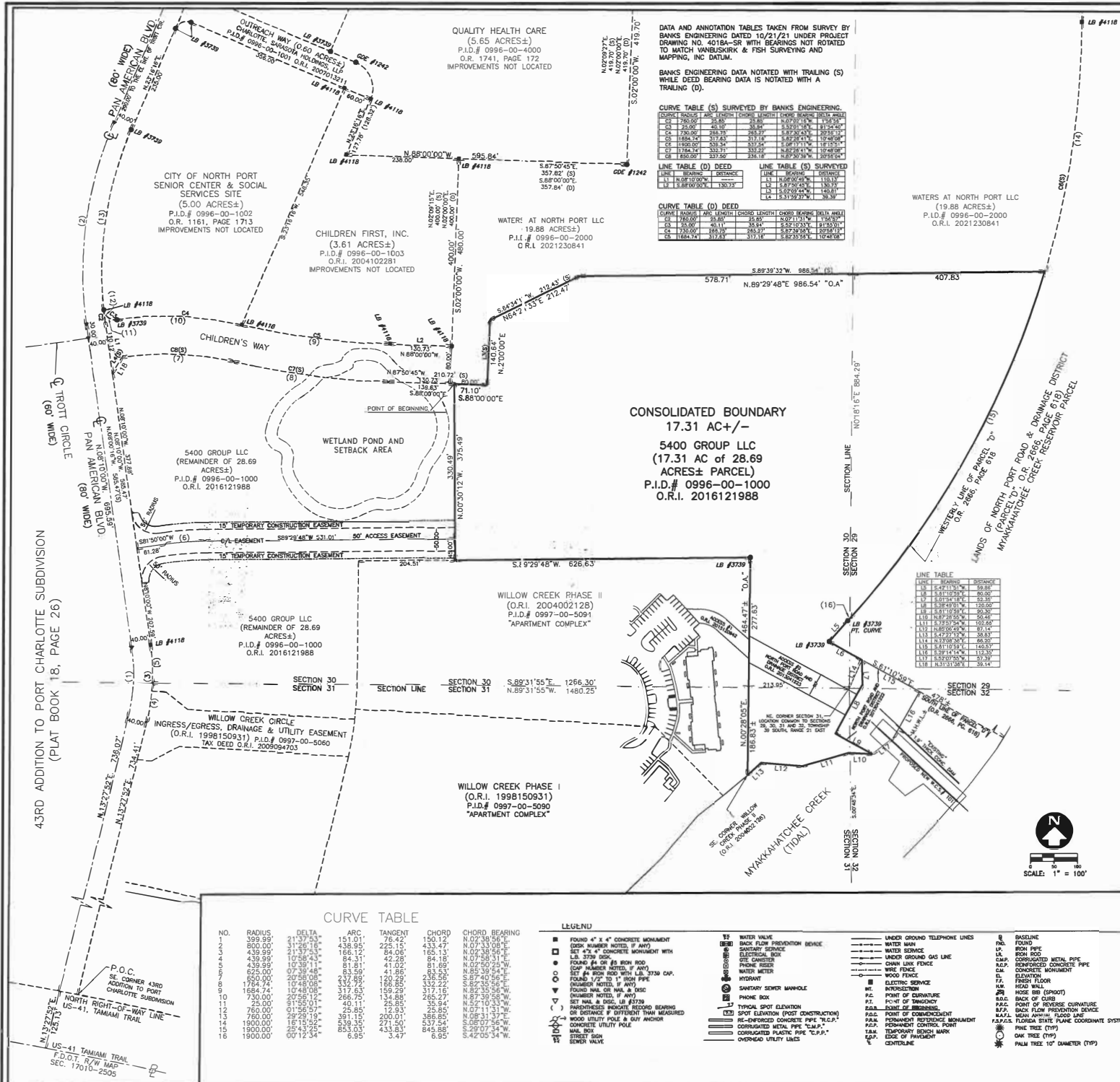
Date: _____

Heather Taylor, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
City Attorney

EXHIBIT "A"



LEGAL DESCRIPTION OF CONSOLIDATION BOUNDARY SKETCH:

PORTIONS OF SECTIONS 29, 30, 31 AND 32, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE (80 FOOT METRO OF PAN AMERICAN BLVD., WITH THE NORTHERLY RIGHT-OF-WAY LINE (62.57 FEET CENTERLINE) OF THE TAMIAH TRAIL (O.S. WITHIN SECTION 31, AS THE SAME IS SHOWN ON THE RECORD PLAT OF THE 43RD ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE 26, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.13°27'52"E. ALONG THE EAST RIGHT OF WAY LINE OF SAD PAN AMERICAN BLVD., A DISTANCE OF 734.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 439.99 FEET, A CENTRAL ANGLE OF 10°58'43", A CHORD BEARING OF N.07°59'51"E. AND A CHORD LENGTH OF 84.31 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD., AN ARC LENGTH OF 84.31 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SECTION 30 AND A POINT OF COMPOUND CURVATURE TO THE LEFT, HAVING A RADIUS OF 439.99 FEET, A CENTRAL ANGLE OF 10°59'31", A CHORD BEARING OF N.02°20'25"W. AND A CHORD LENGTH OF 81.69 FEET; THENCE ALONG SAID CURVE AND SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD., AN ARC LENGTH OF 81.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°10'00"W., ALONG SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD., A DISTANCE OF 207.59 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY OF PAN AMERICAN BOULEVARD WITH THE CENTERLINE OF A PROPOSED 50 FT ACCESS AND UTILITY EASEMENT; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY OF PAN AMERICAN BOULEVARD, N.08°10'00"W., 377.88 FEET TO THE SOUTH MITER LINE N.31°31'36"E, 39.34 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 2°58'08", A CHORD BEARING OF S.57°40'56"E. AND A CHORD LENGTH OF 236.56 FEET; THENCE ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT AND FOLLOWING THE ARC OF SAID CURVE 237.89 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1764.74 FEET, A CENTRAL ANGLE OF 10°48'08", A CHORD BEARING OF S.82°35'56"E. AND A CHORD LENGTH OF 332.22 FEET; THENCE ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT AND FOLLOWING THE ARC OF SAID CURVE 332.72 FEET TO A POINT; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT, S.88°00'00"E. 139.63 FEET TO THE POINT OF BEGINNING OF SAID CONSOLIDATION BOUNDARY SKETCH; THENCE CONTINUING ALONG THE SOUTHERN BOUNDARY LINE OF WATERS AT NORTH PORT PROJECT, S.88°00'00"E. 71.10 FEET TO A POINT; THENCE CONTINUING N.02°00'00"E. 140.64 FEET TO A POINT; THENCE CONTINUING N.62°24'33"E. 212.47 FEET TO A POINT; THENCE CONTINUING N.89°29'48"E. 578.71 FEET TO WEST LINE OF SECTION 29; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF WATERS AT NORTH PORT AND INTO SECTION 29, N.89°29'48"E. 407.83 FEET TO A POINT ON THE WEST LINE OF PARCEL D'AS DESCRIBED IN O.R. 2666, PAGE 618, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND A POINT; THENCE SOUTH, ALONG SAID WEST LINE OF PARCEL D', AND FOLLOWING THE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 25°43'29", A CHORD BEARING OF S.29°07'34"W. AND A CHORD LENGTH OF 845.88 FEET; THENCE ALONG THE ARC OF SAID CURVE AND CROSSING INTO SECTION 30, 6.95 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S.02°15'12"W. ALONG THE WESTERLY LINE OF SAID PARCEL "D" A DISTANCE OF 59.68 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "D"; THENCE S.61°10'59"E. ALONG THE SOUTHERLY LINE OF SAID PARCEL "D", AND CROSSING INTO SECTION 29, A DISTANCE OF 80.00 FEET TO A PARCEL AS DESCRIBED IN ORIGINAL INSTRUMENT NUMBER 203304222 AND BELONGING TO NORTH PORT ROAD AND DRAINAGE DISTRICT; THENCE FOLLOWING THE BOUNDARY OF SAID PARCEL, S.01°54'18"E. 52.35 FEET TO A POINT; THENCE S.28°49'01"W. 120.00 FEET, CROSSING INTO SECTIONS 32 & 31, TO A POINT; THENCE S.61°10'59"E. 90.09 FEET, CROSSING INTO SECTION 32, TO THE MEAN HIGH WATER LINE OF THE MYAKKAHATOCHEE CREEK; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE OF SAID MYAKKAHATOCHEE CREEK, N.87°28'55"W. 50.46 FEET, CROSSING INTO SECTION 31, THENCE S.73°57'54"W. 102.66 FEET, THENCE N.85°06'49"W. 87.14 FEET, THENCE S.47°27'12"W. 368.83 FEET TO THE SOUTHEAST CORNER OF WILLOW CREEK, PHASE II, AS DESCRIBED IN O.R.L. 2004002128, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°28'05"E. ALONG THE EAST LINE OF SAID WILLOW CREEK, PHASE II, A DISTANCE OF 186.83 FEET TO A POINT ON THE SOUTH LINE OF SECTION 30; THENCE CROSSING INTO SECTION 30, N.00°28'05"E. 277.63 FEET TO A POINT; THENCE S.89°29'48"W., ALONG THE NORTH LINE OF SAID WILLOW CREEK, PHASE II, A DISTANCE OF 686.63 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A PROPOSED 50 FOOT INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENT, THENCE CONTINUING N.00°30'12"W., 330.49 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 17.31 ACRES, MORE OR LESS AND BEING A PORTION OF THAT LAND AS DESCRIBED IN O.R.L. 2016121988.

NOTES/REPORT:

- BEARINGS ARE GRID BEARINGS FLORIDA STATE PLANE COORDINATE SYSTEM - WEST ZONE NAD 1983 / 90.
- EASEMENTS SHOWN IF ANY, ARE INTERPRETED FROM RECORD PLAT DEDICATIONS OR TITLE INFORMATION SUPPLIED TO OR ACQUIRED BY THE SURVEYOR AT TIME OF SKETCH. THE DESCRIBED PROPERTY MAY BE SUBJECT TO OTHER RESERVATIONS, RESTRICTIONS, EASEMENTS OR AGREEMENTS AFFECTING TITLE NOT DEPICTED ON THIS SURVEY. THE PROPERTY MAY BE SUBJECT TO ENVIRONMENTAL RESTRICTIONS AFFECTING USE, THAT ARE NOT ADDRESSED AS PART OF THIS SKETCH. THE OWNER SHOULD CONTACT APPROPRIATE AUTHORITIES FOR CLARIFICATION OF ANY POSSIBLE ENVIRONMENTAL IMPACTS AFFECTING THE PROPERTY.
- DESCRIPTION OF REAL ESTATE TO BE SURVEYED WAS FURNISHED BY CLIENT OR AS OBTAINED BY THE SURVEYOR. NO TITLE REPORT WAS ISSUED FOR THIS SKETCH.

FOR:
CITY OF NORTH PORT UTILITIES
ADMINISTRATION AND OPERATIONS BUILDING

CERTIFICATE

I, hereby certify that this Map/Report of PROPERTY SKETCH as shown and/or described herein represents the results of records research, past job data and work by others performed under my supervision, that it is true and correct to the best of my knowledge, information and belief and meets the requirements of Chapter 54-17, F.A.C. pursuant to Section 474.027, F.S. Subject to all notations as shown herein.

Van Buskirk & Fish and Associates, Inc., LB#6455
D.N.C.E.I.S. of Florida
dnQualifier=A01410D
0000017CEB0D72550
0007DC8, cn=Robert
J Bredelow
Date: 2022.04.22
07:41:50 -04'00'

By:
Robert J Bredelow, PSM
Registered Professional Surveyor & Mapper
Florida Certificate No. 7040

Date of Survey: 04-22-2022
"Not valid without the signature and seal of the certifying Surveyor and Mapper."

REVISIONS:

NO.	DATE	DESCRIPTION

BY:

VAN BUSKIRK & FISH
Surveying & Mapping, Inc.
12450 Unit C Tamiami Trail - North Port, FL 34287 (841) 428-0881

DATE: 04-22-2022
SCALE: 1"=100'
DRAWN: JG/RJB
PROJECT NO.: 22-1088-CITY
SHEET: 1 OF 1 SHEETS

**RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2021230844 25 PG(S)**

12/28/2021 11:57 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2790012

EXHIBIT "B"

This instrument prepared by
and after recording return to:
W. Terry Costolo, Esq.
Nelson Mullins Riley & Scarborough LLP
390 N. Orange Ave., Suite 1400
Orlando, FL 32801
terry.costolo@nelsonmullins.com

-----[Space Above This Line for Recording Data]-----

SHARED INFRASTRUCTURE, EASEMENT AND MAINTENANCE AGREEMENT

THIS SHARED INFRASTRUCTURE, EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 20th day of December, 2021, by and between **5400 GROUP LLC**, a Florida limited liability company ("5400"), and **THE WATERS AT NORTH PORT, LLC**, a Florida limited liability company ("WNP").

RECITALS

A. 5400 is the owner of that certain real property located in Sarasota County, Florida, described as on the attached Exhibit A ("Property").

B. WNP is acquiring from 5400 a portion of the Property as described in Exhibit B ("WNP Property"). The balance of the Property not conveyed to WNP is referred to as the "5400 Property".

C. In connection with the overall development of the Property, 5400 and WNP acknowledge and agree that construction and installation of the following infrastructure improvements will be required: (i) a lift station to be located on the WNP Property for the benefit of both the WNP Property and the 5400 Property (the "Lift Station"), (ii) a permanent fire service access road or a temporary fire service access road to be located on a portion of the 5400 Property (the "Fire Service Access Road") and (iii) a deceleration lane on Pan American Boulevard adjacent to the boundary of the 5400 Property (the "Deceleration Lane") (the Lift Station, Fire Service Access Road and Deceleration Lane are sometimes hereinafter collectively referred to as the "Infrastructure Improvements").

D. The location and expected dimensions of the Infrastructure Improvements are depicted on Exhibit C; provided, however, 5400 and WNP acknowledge and agree that the exact location and dimensions of the Infrastructure Improvements remain to be finalized based on permitting requirements of the City of North Port, Florida (the "City").

E. 5400 and WNP will agree to the terms of a drainage easement to be granted by WNP to 5400 which shall be executed and recorded within one hundred and eighty (180) days following Closing, providing for any reasonable extensions at the request of either party if the dimensions and location of such drainage system have not been attained. The material terms of such drainage easement are outlined herein.

F. 5400 and WNP will agree to the terms of a signage easement to be granted by 5400 to WNP which shall be executed and recorded within one hundred and eighty (180) days following Closing with such dimensions and location as are described herein.

G. In accordance with the foregoing Recitals, the parties hereto desire to establish and impose certain easements, covenants and conditions relating to the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. **Definitions.** For purposes hereof:

1.1 The term "Owner" or "Owners" shall mean 5400 (as to the 5400 Property) and WNP (as to WNP Property) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

1.2 The term "Parcel" or "Parcels" shall mean the 5400 Property and the WNP Property, and any future legally permissible subdivisions thereof. Notwithstanding the foregoing, in the event that a portion of any Parcel, which portion is not a separately legally developable parcel of land (a "Partial Parcel"), is owned by the Owner of any other Parcel (the "Master Parcel"), then: (a) the Partial Parcel and the Master Parcel shall collectively be considered one (1) "Parcel" for purposes hereof (b) the remainder of the Parcel of which the Partial Parcel was a part (prior to being conveyed to such other Owner) shall be considered to be one (1) Parcel for purposes hereof.

1.3 The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees, visitors and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

2. **Infrastructure Improvements.**

2.1 The first party ready to begin permitting development on its Parcel (hereafter "Developer") shall cause its civil engineer to prepare all plans and specifications for the Infrastructure Improvements ("Infrastructure Improvements Plans") and shall submit drafts of such Infrastructure Improvements Plans to the second party (hereafter "Adjacent Developer" for review and approval, which shall not be unreasonably withheld or delayed. The Infrastructure Improvement Plans shall be provided to Adjacent Developer no later than ten (10) days prior to submission to the City. After such approval by Adjacent Developer, the Infrastructure Improvements Plans shall be submitted to the City for all required permits and approvals. Adjacent Developer shall cooperate with Developer in its efforts to obtain approval of the Infrastructure Improvements Plans. Upon receipt of such permits and approvals from the City: (1) if 5400 is the Adjacent Developer, 5400 shall grant WNP such temporary access and construction easements (the "Temporary Construction Easements") as necessary for construction and installation of a temporary Fire Service Access Road (if located, in whole or in part, on the 5400 Property) and the Deceleration Lane (as to the Deceleration Lane, a temporary easement for access and staging if necessary); (2) if 5400 is

the Developer, WNP shall grant 5400 such temporary access and constructions easement ("TAC Easements") as necessary for construction and installation of the Lift Station on the WNP Property. Developer shall use prompt and commercially reasonable efforts to complete and install the Infrastructure Improvements and cause the City to accept same.

2.2 The approximate location of the Lift Station must be along the south property line of the WNP Property with the exact location to be determined by WPN's and 5400's engineers. Adjacent Developer will be responsible for reimbursing Developer for one-half (1/2) of the total costs to design, permit, and construct the Lift Station, within thirty (30) days after receipt of a building permit on the Adjacent Developer property. The cost of construction of the Lift Station shall be subject to the approval of both 5400 and WNP, which approvals shall not be unreasonably withheld or delayed. Developer shall submit an estimate of costs for the Lift Station to Adjacent Developer no later than ten days prior to submission to the City for permitting. Upon completion of the Infrastructure Improvements, and prior to the turnover of the Lift Station to the City, WNP shall grant 5400 a permanent easement for the placement, maintenance, and repair of such piping as necessary for 5400 to tie into the Lift Station. If 5400 is the Developer, WNP agrees to cooperate with 5400, at 5400's request, to turn over the Lift Station to the City for ongoing ownership, maintenance and repair.

2.3 If WNP is the Developer, upon completion of the Infrastructure Improvements 5400 shall grant WNP a temporary easement for ingress and egress of emergency vehicles only over the area generally shown on Exhibit "C" as the "Temporary Fire Service Access Road Easement" attached hereto and incorporated herein by this reference and WNP shall construct a Temporary Fire Service Access Road within the Temporary Fire Service Access Road Easement as part of the Infrastructure Improvements. During its development of the 5400 Property or if 5400 is the Developer, 5400 shall construct the "Permanent Fire Service Access Road" in the area generally shown on Exhibit "C." 5400 shall grant to WNP a non-exclusive easement for ingress and egress of emergency vehicles only over the "Permanent Fire Service Access Road Easement". WNP shall be responsible for all costs of design, permitting and constructing the Temporary Fire Service Access Road. 5400 shall bear the cost to design, permit and construct the Permanent Fire Service Access Road. Should WNP design, permit, and construct the Permanent Fire Service Access Road: 1) WNP shall be solely responsible for the maintenance of the Permanent Fire Service Access Road until thirty (30) days after issuance of the first building permit for the 5400 Property ("5400 Building Permit"); and 2) 5400 shall reimburse WNP for the full cost of designing, permitting and constructing the Permanent Fire Service Access Road within thirty (30) days after issuance of the 5400 Building Permit. The portion of the Permanent Fire Service Access Road shown in purple on Exhibit "C" ("WNP Emergency Access") shall be a stabilized surface but is not required to be paved.

2.4 Developer shall be responsible for the cost to design, permit and construct the Deceleration Lane. Within fifteen (15) days of buildout of Adjacent Developer's property, Adjacent Developer shall retain a transportation engineer to allocate the proportionate share of use of the Deceleration Lane by Developer and Adjacent Developer. Adjacent Developer shall pay its proportionate share of the cost of the Deceleration Lane within fifteen (15) days of receipt of the transportation engineer's proportionate share allocation.

2.5 Developer shall be permitted to remove and dispose of any tree, improvements or other barriers located within the Temporary Construction Easement areas or the TAC Easements areas, as applicable, as necessary to construct the Infrastructure Improvements, subject to applicable permitting and codes. Notwithstanding anything to the contrary contained herein, the right to construct the Infrastructure Improvements ("Construction Rights"), are personal to Developer and shall not benefit or transfer to any successor in interest of Developer unless Developer assigns the same, in its sole discretion, to such successor in interest, in writing, except that Developer must assign the Construction Rights to Adjacent

Developer, if Developer has temporarily or permanently abandoned construction of the Infrastructure Improvements after Adjacent Developer has requested such assignment in writing and provided Developer fourteen (14) days to resume construction. Developer will be considered to have abandoned construction if Developer fails to perform work on the Infrastructure Improvements without just cause for 90 consecutive days.

2.6 Subject to the terms and conditions set forth herein, each Owner hereby grants and conveys to the other Owner a non-exclusive right, privilege and easement over and across the Parcels (excluding any area in which buildings are located), to the extent necessary to perform the Infrastructure Improvements Maintenance (as hereinafter defined).

3. **Drainage Easement.** Within one hundred and eighty (180) days following Closing, as such term is defined in the Purchase and Sale Agreement dated August 7, 2021 between the parties, providing for any reasonable extensions at the request of either party if the dimensions and location of such drainage system have not been attained, WNP and 5400 must execute and record a drainage easement ("Drainage Easement Agreement") which shall provide for the following: 1) WNP shall provide 5400 with an easement ("Drainage Easement") for the construction and maintenance of and drainage into a stormwater management pond (hereafter the "Pond") sized to accommodate surface water runoff from the 5400 Property as long as the size and location of the Drainage Easement does not impede or conflict with WNP's development of 288 affordable housing units in a three story design and accessory parking, recreation, stormwater management and open space, the design of which ("Project Design") shall be as minimally required by City or the Southwest Florida Water Management District ("SWFWMD"), except that in no case shall the Drainage Easement area be less than 1.5 acres; 2) if the Project Design exceeds the minimum design standards of the City or the SWFWMD, then WNP must, no later than ten (10) days prior to submittal to the City or the SWFWMD for permitting, provide the Project Design plans to 5400 for review and approval, which approval shall not be unreasonably withheld, and 3) the Drainage Easement shall be located within the south corner of the WNP Parcel. Except that, if 5400 wishes to begin design and engineering for development permitting for the 5400 Property and the dimensions and location of such drainage system have not been attained, 5400 must propose a location for the drainage system along the southern property line of the WNP Property, not to exceed 1.5 acres, and approval of such location by WNP shall not be unreasonably withheld. The Drainage Easement shall include a provision for vacation of the easement in the event the easement is not used by 5400.

4. **Signage Easement.** Within one hundred and eighty (180) days following Closing, the parties must execute and record an easement wherein 5400 grants to WNP a signage easement of sufficient size for construction of a typical and customary monument sign for an apartment project ("Signage Easement"). The Signage Easement shall be located in the northwest corner of 5400's Lot 1 which is located at the southeast corner of Pan American Boulevard and Children's Way, as generally identified on Exhibit "D" attached hereto and incorporated herein by this reference.

5. **Access Easement.** Within forty-five (45) days following Closing, the parties must execute and record an easement wherein WNP grants to 5400 a non-exclusive ingress and egress easement along Children's Way in the area generally shown as "Access Easement" on Exhibit "C". Should 5400 design, permit, and construct the Access Easement: 1) 5400 shall be solely responsible for the maintenance of the Access Easement until thirty (30) days after issuance of the first building permit for the WNP Property ("WNP Building Permit"); and 2) WNP shall reimburse 5400 for the full cost of designing, permitting and constructing the Access Easement within thirty (30) days after issuance of the WNP Building Permit.

6. **Indemnification.** Each Owner having rights with respect to any easement granted herein (collectively, the "Easements") shall indemnify and hold the Owner(s) whose Parcel is subject to such Easement(s) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from

the negligent, intentional or willful acts or omissions of such Owner, its Permittees, or others acting on behalf of such Owner, in connection with its use of any such Easement(s); provided, however, the foregoing indemnity shall not apply with respect to any claims, liabilities or expenses to the extent that same are the results of negligent, intentional or willful acts or omissions of any other Owner, its Permittees, or others acting on behalf of such Owner.

7. Reasonable Use of Easements.

7.1 The Easements shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

7.2 The Easements shall be used and enjoyed by each Owner and its Permittees in compliance with all applicable local, state, and federal laws and regulations (collectively, "Laws").

7.3 Once commenced, any construction, maintenance, repair, or replacement undertaken in reliance upon an Easement shall be performed in a good, workmanlike and lien free manner, in compliance with the requirements of all applicable Laws then in effect, shall be diligently prosecuted to completion, and shall be performed in a manner so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the Easements, or to prosecute work on such Owner's own Parcel if the same interferes with any Easements in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

7.4 No permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of the Easements shall be placed over or permitted to encroach upon the Easements. The foregoing shall not prohibit the construction/installation of the Infrastructure Improvements in accordance with the terms of this Agreement.

8. Maintenance of Improvements and Cost Sharing Obligations.

8.1 Access Easement and Sign Easement Maintenance. Upon construction of the Access Easement by WMD, or, if the Access Easement is constructed by 5400 then thirty (30) days after issuance of the WNP Building Permit, WNP, shall, at its cost and expense, maintain the Access Easement. Upon construction of the Sign Easement by WNP, WNP shall, at its cost and expense, maintain the Sign Easement. The Access Easement and the Sign Easement shall be maintained in good, safe, and working order and condition, and shall ensure that same function effectively, including (without limitation) cleaning, repair and replacement of the same, as necessary (collectively, the "WNP Easements Maintenance"). The WNP Easements Maintenance shall be performed in a good, workmanlike and lien free manner, in compliance with the requirements of all applicable Laws then in effect; shall be diligently prosecuted to completion; and shall be performed in a manner so as to minimize any interference with the business of any other Owner and its Permittees. If the need for any maintenance or repair of the Sign

Easement or the Access Easement is due to the negligent or intentional act of an Owner or its Permittees, then such Owner shall be responsible for all reasonable out-of-pocket costs incurred by WNP in connection with such maintenance or repair. If WNP fails to provide for the maintenance or repair of the Access Easement or the Sign Easement, 5400 shall be entitled to provide the same after not less than fifteen (15) days written notice has been given to WNP and WNP shall not have thereupon commenced any required maintenance or repair work. Within fifteen (15) days of receipt of an invoice detailing the cost of maintenance or repair for which proper notice has been given, WNP shall reimburse 5400 the entire cost of the invoice.

8.2 Permanent Fire Service Access Road Easement and Drainage Easement Maintenance. Upon construction of the Permanent Fire Service Access Road Easement by 5400, or, if the Permanent Fire Service Access Road Easement is constructed by WNP then thirty (30) days after issuance of the 5400 Building Permit, 5400, shall, at its cost and expense, maintain the Permanent Fire Service Access Road Easement. Upon construction of the Drainage Easement, 5400 shall, at its sole cost and expense, maintain the Drainage Easement. The Permanent Fire Service Access Road Easement and the Drainage Easement shall be maintained in good, safe, and working order and condition, and shall ensure that same function effectively, including (without limitation) cleaning, repair and replacement of the same, as necessary (collectively the "5400 Easements Maintenance"). The 5400 Easements Maintenance shall be performed in a good, workmanlike and lien free manner, in compliance with the requirements of all applicable Laws then in effect; shall be diligently prosecuted to completion; and shall be performed in a manner so as to minimize any interference with the business of any other Owner and its Permittees. If the need for any maintenance or repair of the Permanent Fire Service Access Road Easement or the Drainage Easement is due to the negligent or intentional act of an Owner or its Permittees, then such Owner shall be responsible for all reasonable out-of-pocket costs incurred by 5400 in connection with such maintenance or repair. If 5400 fails to provide for the maintenance or repair of the Permanent Fire Service Access Road Easement or the Drainage Easement, WNP shall be entitled to provide the same after not less than fifteen (15) days written notice has been given to 5400 and 5400 shall not have thereupon commenced any required maintenance or repair work. Within fifteen (15) days of receipt of an invoice detailing the cost of maintenance or repair for which proper notice has been given, 5400 shall reimburse WNP the entire cost of the invoice.

9. Taxes and Insurance. During the term of this Agreement, each Owner shall maintain commercial general liability insurance in an aggregate sum of not less than One Million and 00/100 Dollars (\$1,000,000) combined single limit insuring against bodily injury or property damage occurring on or arising from the use of any easement granted to such Owner hereunder, and including contractual liability arising under the indemnity contained in Section 3 above. A satisfactory certificate evidencing that said insurance is in full force and effect and naming the Owner whose Parcel is burdened by such easement(s) as an additional insured shall be provided upon request. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

10. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels. No easements, except those expressly set forth herein, shall be implied by this Agreement.

11. Remedies and Enforcement.

11.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such

other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

11.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, the defaulting Owner commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), any Owner affected by such breach shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the rate of twelve percent (12%). Notwithstanding the foregoing, in the event of (a) an emergency, (b) blockage or material impairment of any easement rights granted herein, and/or (c) the unauthorized parking of vehicles in any easement area described herein, the affected Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the rate of twelve percent (12 %) per annum, as above described. Any amounts due and owing from one Owner to another Owner under this Agreement shall be secured by a lien on the defaulting Owner's Parcel which lien may be foreclosed in the manner provided by Florida law for the foreclosure of a mortgage.

11.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

11.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

11.5 Irreparable Harm. In the event of a violation of any of the provisions of this Agreement, each Owner agrees that such violation thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation of any of the provisions of this Agreement, each Owner agrees that the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation thereof.

12 Miscellaneous.

12.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

12.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of all Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Public Records of Sarasota County, Florida.

12.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld

or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

12.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

12.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

12.6 Covenants to Run with Land. Each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

12.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

12.8 Separability. Each provision of this Agreement and the application thereof to each of the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

12.9 Time of Essence. Time is of the essence of this Agreement.

12.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

12.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier service, or by personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Owners are as follows:

5400 :

5400 GROUP LLC

12.6 Covenants to Run with Land. Each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

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5400: 5400 GROUP LLC c/o SVN LOTUS COMM REALESTATE
2044 Constitution Ave
SARASOTA FL 34231
Attention: ASHLEY BLOOM

WNP: WATERS AT NORTH PORT, LLC

Attention: _____

11.12 Governing Law. **THIS AGREEMENT, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE FLORIDA, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN.**

Attention: _____

WNP:

WATERS AT NORTH PORT, LLC
4770 Iberia Ave. Suite 100
Dallas, TX 75207
Attention: Michael Nguyen

And

BelleRock Development, LLC
1006 Drew Street
Clearwater, FL 33755
Attention: Tom McVay

11.12 Governing Law. **THIS AGREEMENT, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE FLORIDA, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN.**

11.13 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.


<<SIGNATURES ON FOLLOWING PAGE>>

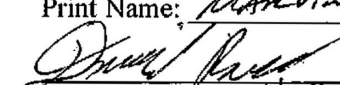
11.13 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

<<SIGNATURES ON FOLLOWING PAGE>>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

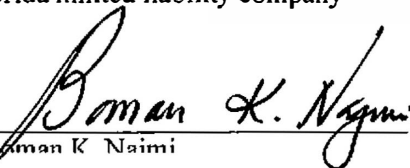
Witnesses:


 Print Name: Marvin Caspary Jr


 Print Name: David Ross

5400 PROPERTY OWNER:

5400 GROUP LLC,
a Florida limited liability company


By: 
 Roman K Naimi

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California
COUNTY OF San Diego

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16 day of December, 2021, by Boman K. Najmi, Manager of 5400 GROUP LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced FL. DRIVERS LICENCE, as identification.

(NOTARIAL SEAL)


NOTARY PUBLIC
Print Name: Marvin Campbell Jr
My Commission Expires: 31 MAY 2023



SIGNATURES CONTINUED ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witnesses:

[Signature]
Print Name: Adi Widjaja

[Signature]
Print Name: Iida Suljanti

WNP PROPERTY OWNER:

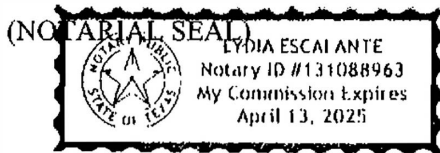
WATERS AT NORTH PORT, LLC,
a Florida limited liability company

By: Atlantic Housing Foundation, Inc., its sole member and Manager

By: [Signature]
Its: Michael Nguyen
President & CEO

STATE OF TEXAS
COUNTY OF Dallas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20th day of December 2021, by Michael Nguyen, as President & CEO of Waters at North Port, LLC, a Florida limited liability company, on behalf of the company. She is personally known to me, or has produced _____, as identification.



[Signature]
NOTARY PUBLIC
Print Name: Lydia Escalante
My Commission Expires: April 13, 2025

[Signature]

EXHIBIT A

**5400 GROUP PROPERTY
LEGAL DESCRIPTION**

EXHIBIT A

A portion of Sections 29, 30, 31 and 32, Township 39 South, Range 21 East, Sarasota County, Florida, and said portion being more particularly described as follows: Commencing at the point of intersection of the Easterly right-of-way line of North Pan American Boulevard with the Northerly right-of-way line of Tamiami Trail (a/k/a U.S. Highway 41 and State Road 45) and the same being shown on the record plat of the 43rd Addition to Port Charlotte Subdivision as recorded in Plat Book 18, Page 26, of the Public Records of Sarasota County, Florida; thence North $13^{\circ}27'52''$ East, along the said Easterly line of North Pan American Boulevard, a distance of 390.26 feet to a point; thence continuing North $13^{\circ}27'52''$ East, a distance of 344.16 feet to a point of curvature of a circular curve to the left, having a radius of 440.00 feet, a central angle of $08^{\circ}45'27''$, a chord bearing of North $09^{\circ}05'09''$ East and a chord length of 67.19 feet; thence along the arc of the said curve, an arc length of 67.25 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing along the arc of the said curve, having a radius of 440.00 feet, a central angle of $12^{\circ}52'25''$, a chord bearing of North $01^{\circ}43'47''$ West and a chord length of 98.65 feet; thence along the arc of the said curve, a distance of 98.88 feet to a point of tangency of the said curve; thence North $08^{\circ}10'00''$ West, continuing along the said Easterly right-of-way line of North Pan American Boulevard, a distance of 695.59 feet to the point of curvature of a circular curve to the right, having a radius of 760.00 feet, a central angle of $01^{\circ}56'57''$, a chord bearing of North $07^{\circ}11'31''$ West and a chord length of 25.85 feet; thence along the arc of said curve, an arc length of 25.85 feet to a point of cusp with a curve to the left; having a radius of 25.00 feet, a central angle of $91^{\circ}55'01''$, a chord bearing of South $52^{\circ}10'33''$ East and a chord length of 35.94 feet; thence along the arc of said curve, an arc length of 40.11 feet to a point of reverse curvature of a circular curve to the right, having a radius of 730.00 feet, a central angle of $20^{\circ}56'12''$, a chord bearing of South $87^{\circ}39'58''$ East and a chord length of 265.27 feet; thence along the arc of said curve, an arc length of 266.75 feet to a point of reverse curvature of a circular curve to the left, having a radius of 1684.74 feet, a central angle of $10^{\circ}48'08''$, a chord bearing of South $82^{\circ}35'56''$ East and chord length of 317.16 feet and said point also being the Southwesterly corner of parcel of land as recorded in Official Records Instrument #2006018775 of the Public Records of Sarasota County, Florida; thence along the arc of the said curve and the Southerly limits of the aforesaid parcel of land, a distance of 317.63 feet to a point of tangency of the said curve; thence South $88^{\circ}00'00''$ East, continuing along the said Southerly limits of the aforesaid parcel of land, a distance of 130.73 feet to the Southeasterly corner of the aforesaid parcel of land; thence North $02^{\circ}00'00''$ East, along the Easterly limits of the aforesaid parcel of land, a distance of 400.00 feet to a point on the Southerly limits of the Quality Health Care Property (Parcel A as recorded in Official Records Book 1741, Page 174, of the Public Records of Sarasota County, Florida); thence South $88^{\circ}00'00''$ East, along the said Southerly limits of Parcel A, a distance of 357.84 feet; thence North $02^{\circ}00'00''$ East along the Easterly limits of the said Parcel A, a distance of 419.70 feet to a point on the Southerly limits of the map or plat entitled "52nd Addition to Port Charlotte Subdivision" as recorded in Plat Book 21, Page 13, of the Public Records of Sarasota County, Florida; thence South $88^{\circ}00'00''$ East, along the said Southerly limits, a distance of 364.28 feet; thence North $58^{\circ}30'00''$ East, continuing along the said Southerly limits, a distance of 414.77 feet; thence East continuing along the said Southerly limits, a distance of 232.29 feet to a point from which the Southeast corner of Tract E of the said map or plat bears North 50.00 feet distance therefrom and said point also being on the Westerly limits of Parcel D (Reservoir Parcel) as recorded in Official Records Book 2357, Page 359, of the Public Records of Sarasota County, Florida; thence South, along the Westerly limits of the said Parcel D, a distance of 320.35 feet to the point of curvature of a circular curve to the right, having a radius of 1900.00 feet, a central angle of $42^{\circ}11'51''$, a chord bearing of South $21^{\circ}05'55''$ West and a chord length of 1367.91 feet; thence, along the said arc of said curve, an arc length of 1399.32 feet to a point of tangency of the said curve; thence South $42^{\circ}11'51''$ West, along the said Westerly limits, a distance of 59.86 feet to the Southwesterly corner of the said Parcel D; thence South $61^{\circ}10'59''$ East, along the Southerly limits of the said Parcel D, a distance of 160.00 feet to a point being described as the approximate mean high water line of the Myakkahatchee Creek; thence Southwesterly along the said approximate mean high water line of the said Myakkahatchee Creek, a distance of 468 feet more or less; thence North $00^{\circ}28'05''$ West, leaving the said approximate mean high water line, a distance of 464.48 feet more or less to a point; thence South $89^{\circ}29'48''$ West, a distance of 831.14 feet; thence South $00^{\circ}28'05''$ West, a distance of 248.05 feet to a point of curvature of a circular curve to the right, having a radius of 875.00 feet, a central angle of $05^{\circ}54'00''$, a chord bearing of South $03^{\circ}25'05''$ West and a chord length of 90.06 feet; thence along the arc of the said curve, a distance of 90.10 feet to a point on an 80.00 foot wide ingress/egress (access) easement as recorded in Official Records Instrument #1998150931 of the Public Records of Sarasota County, Florida; thence North $88^{\circ}31'07''$ West, along the Northerly limits of the said ingress/egress easement, a distance of 355.77 feet to a point; thence North $50^{\circ}48'24''$ West, continuing along the said Northerly limits, a distance of 59.39 feet; thence North $86^{\circ}31'07''$ West, continuing along the said Northerly limits, a distance of 30.00 feet back to the Point of Beginning.

LESS AND EXCEPT the land described in the Warranty Deed from Redus Florida Land, LLC, a Delaware limited liability company, to the North Port Road and Drainage District recorded in Official Records Instrument #2013041222, of the Public Records of Sarasota County, Florida and more particularly described as follows:

Portions of Sections 29, 31 and 32, Township 39 South, Range 21 East, Sarasota County, Florida, more particularly described as follows: Commencing at the point of intersection of the Easterly right-of-way line of North Pan American Boulevard with the Northerly right-of-way line of Tamiami Trail (US-41) as the same is shown on the record plat of the 43rd Addition to Port Charlotte Subdivision, per plat thereof recorded in Plat Book 18, Page 26, Public Records of Sarasota County, Florida; thence N. 13°27'52" E., along the said Easterly line of North Pan American Boulevard, a distance of 734.41 feet to the point of curvature of a curve to the left, having a radius of 440.00 feet, a central angle of 10°58'41", a chord bearing of North 07°58'31"E. and a chord length of 84.18 feet; thence along the arc of the said curve, and said Easterly right-of-way line, an arc length of 84.31 feet to a point on the North line of the Northeast quarter of Section 31 in aforesaid Township 39 South, Range 21 East; thence S. 89°31'55"E., along said North line a distance of 1480.25 feet to the Southwest Corner of aforesaid Section 29, thence N. 23°08'36" East, a distance of 66.20 feet to the "POINT OF BEGINNING" of the easement on the Southerly line of that certain Parcel "D" as recorded in O.R.2666, Page 618, Public Records of Sarasota County, Florida; thence S. 61°10'59" E., along said southerly line, a distance of 140.57 feet more or less, to a point on the "mean high water line" of the Myakkahatchee Creek; thence Southwesterly along said mean high water line a distance of 169.74 feet more or less; thence North 61°10'59" W., a distance of 90.30 feet more or less; thence N. 28°49'01" E., a distance of 120.00 feet; thence N. 01°54'18" W., a distance of 52.35 feet to the POINT OF BEGINNING.

AND FURTHER LESS AND EXCEPT:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF SARASOTA, LYING IN SECTIONS 29 AND 30, TOWNSHIP 39 SOUTH, RANGE 21 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2016121988, SARASOTA COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF PAN AMERICAN BOULEVARD WITH THE NORTHERLY RIGHT-OF-WAY OF TAMIAMI TRAIL (A/K/A U.S. HIGHWAY 41 AND STATE ROAD 45); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF PAN AMERICAN BOULEVARD FOR THE FOLLOWING 5 COURSES: N.13°30'20"E. FOR 734.42 FEET (FOR THE BASIS OF BEARINGS) TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 440.00 FEET, A DELTA ANGLE OF 21°37'52", A CHORD BEARING OF N.02°41'24"E., AND A CHORD DISTANCE OF 165.13 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 166.12 FEET; THENCE N.08°07'32"W. FOR 585.47 FEET TO THE POINT OF BEGINNING; THENCE N.08°07'32"W. FOR 110.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 01°56'56", A CHORD BEARING OF N.07°08'58"W., AND A CHORD DISTANCE OF 25.85 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 25.85 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1161, PAGE 1713, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 91°54'40", A CHORD BEARING OF S.52°08'00"E., AND A CHORD DISTANCE OF 35.94 FEET; THENCE ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE FOR 40.10 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 730.00 FEET, A DELTA ANGLE OF 20°56'12", A CHORD BEARING OF S.87°37'25"E., A CHORD DISTANCE OF 265.27 FEET; THENCE ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE FOR 266.75 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2004102281, PUBLIC

OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1684.74 FEET, A DELTA ANGLE OF $10^{\circ}48'08''$, A CHORD BEARING OF $S.82^{\circ}33'23''E.$, AND A CHORD DISTANCE OF 317.16 FEET; THENCE ALONG THE SOUTH LINE OF SAID LANDS AND THE ARC OF SAID CURVE FOR 317.63 FEET; THENCE $S.87^{\circ}57'27''E.$ ALONG SAID SOUTH LINE FOR 130.73 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE $N.02^{\circ}02'33''E.$ ALONG THE EAST LINE OF SAID LANDS FOR 400.00 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2019106794, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE $S.87^{\circ}57'27''E.$ ALONG THE SOUTH LINE OF SAID LANDS FOR 357.84 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE $N.02^{\circ}02'33''E.$ ALONG THE EAST LINE OF SAID LANDS FOR 419.70 FEET TO A POINT ON THE SOUTH LINE OF A 50 FEET WIDE DRAINAGE RIGHT-OF-WAY AS DEPICTED IN PLAT BOOK 21, PAGES 13A THROUGH 13Z, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 3 COURSES: $S.87^{\circ}57'27''E.$ FOR 364.28 FEET; THENCE $N.58^{\circ}32'33''E.$ FOR 414.77 FEET; THENCE $S.89^{\circ}57'27''E.$ FOR 232.29 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2666, PAGE 618, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE THE FOLLOWING 2 COURSES: $S.00^{\circ}02'33''W.$ FOR 320.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1900.00 FEET, A DELTA ANGLE OF $16^{\circ}15'51''$, A CHORD BEARING OF $S.08^{\circ}10'28''W.$, AND A CHORD DISTANCE OF 537.54 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 539.34 FEET; THENCE $S.89^{\circ}32'50''W.$ FOR 986.54 FEET; THENCE $S.64^{\circ}27'35''W.$ FOR 212.43 FEET; THENCE $S.02^{\circ}03'02''W.$ FOR 140.81 FEET; THENCE $N.87^{\circ}57'27''W.$ FOR 210.72 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1764.74 FEET, A DELTA ANGLE OF $10^{\circ}48'08''$, A CHORD BEARING OF $N.82^{\circ}33'23''W.$, AND A CHORD DISTANCE OF 332.22 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 332.71 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, A DELTA ANGLE OF $20^{\circ}56'04''$, A CHORD BEARING OF $N.87^{\circ}37'22''W.$, AND A CHORD DISTANCE OF 236.18 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 237.50 FEET; THENCE $S.31^{\circ}59'37''W.$ FOR 39.39 FEET TO THE EAST RIGHT-OF-WAY LINE OF PAN AMERICAN BOULEVARD AND THE POINT OF BEGINNING.

EXHIBIT B

**WNP PROPERTY
LEGAL DESCRIPTION**

Exhibit "B"WNP Property Legal Description

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF SARASOTA, LYING IN SECTIONS 29 AND 30, TOWNSHIP 39 SOUTH, RANGE 21 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2016121988, SARASOTA COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF PAN AMERICAN BOULEVARD WITH THE NORTHERLY RIGHT-OF-WAY OF TAMAMI TRAIL (A/K/A U.S. HIGHWAY 41 AND STATE ROAD 45); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF PAN AMERICAN BOULEVARD FOR THE FOLLOWING 5 COURSES: N.13°30'20"E. FOR 734.42 FEET (FOR THE BASIS OF BEARINGS) TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 440.00 FEET, A DELTA ANGLE OF 21°37'52", A CHORD BEARING OF N.02°41'24"E., AND A CHORD DISTANCE OF 185.13 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 166.12 FEET; THENCE N.08°07'32"W. FOR 585.47 FEET TO THE POINT OF BEGINNING; THENCE N.08°07'32"W. FOR 110.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 01°56'56", A CHORD BEARING OF N.07°08'58"W., AND A CHORD DISTANCE OF 25.85 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 25.85 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1161, PAGE 1713, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 91°54'40", A CHORD BEARING OF S.52°08'00"E., AND A CHORD DISTANCE OF 35.94 FEET; THENCE ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE FOR 40.10 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 730.00 FEET, A DELTA ANGLE OF 20°56'12", A CHORD BEARING OF S.87°37'25"E., A CHORD DISTANCE OF 265.27 FEET; THENCE ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE FOR 266.75 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2004102281, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1684.74 FEET, A DELTA ANGLE OF 10°48'08", A CHORD BEARING OF S.82°33'23"E., AND A CHORD DISTANCE OF 317.16 FEET; THENCE ALONG THE SOUTH LINE OF SAID LANDS AND THE ARC OF SAID CURVE FOR 317.63 FEET; THENCE S.87°57'27"E. ALONG SAID SOUTH LINE FOR 130.73 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N.02°02'33"E. ALONG THE EAST LINE OF SAID LANDS FOR 400.00 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2019106794, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.87°57'27"E. ALONG THE SOUTH LINE OF SAID LANDS FOR 357.84 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N.02°02'33"E. ALONG THE EAST LINE OF SAID LANDS FOR 419.70 FEET TO A POINT ON THE SOUTH LINE OF A 50 FEET WIDE DRAINAGE RIGHT-OF-WAY AS DEPICTED IN PLAT BOOK 21, PAGES 13A THROUGH 13Z, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 3 COURSES: S.87°57'27"E. FOR 364.28 FEET; THENCE N.58°32'33"E. FOR 414.77 FEET; THENCE S.89°57'27"E. FOR 232.29 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2666, PAGE 618, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE THE FOLLOWING 2 COURSES: S.00°02'33"W. FOR 320.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1900.00 FEET, A DELTA ANGLE OF 76°15'51", A CHORD BEARING OF S.08°10'28"W., AND A CHORD DISTANCE OF 537.54 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 539.34 FEET; THENCE S.89°32'50"W. FOR 988.54 FEET; THENCE S.64°27'35"W. FOR 212.43 FEET; THENCE S.02°03'02"W. FOR 140.81 FEET; THENCE N.87°57'27"W. FOR 210.72 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1764.74 FEET, A DELTA ANGLE OF 10°48'08", A CHORD BEARING OF N.82°33'23"W., AND A CHORD DISTANCE OF 332.22 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 332.71 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, A DELTA ANGLE OF 20°56'04", A CHORD BEARING OF N.87°37'22"W., AND A CHORD DISTANCE OF 236.18 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 237.50 FEET; THENCE S.31°59'37"W. FOR 39.39 FEET TO THE EAST RIGHT-OF-WAY LINE OF PAN AMERICAN BOULEVARD AND THE POINT OF BEGINNING,

CONTAINS 19.88 ACRES, MORE OR LESS.

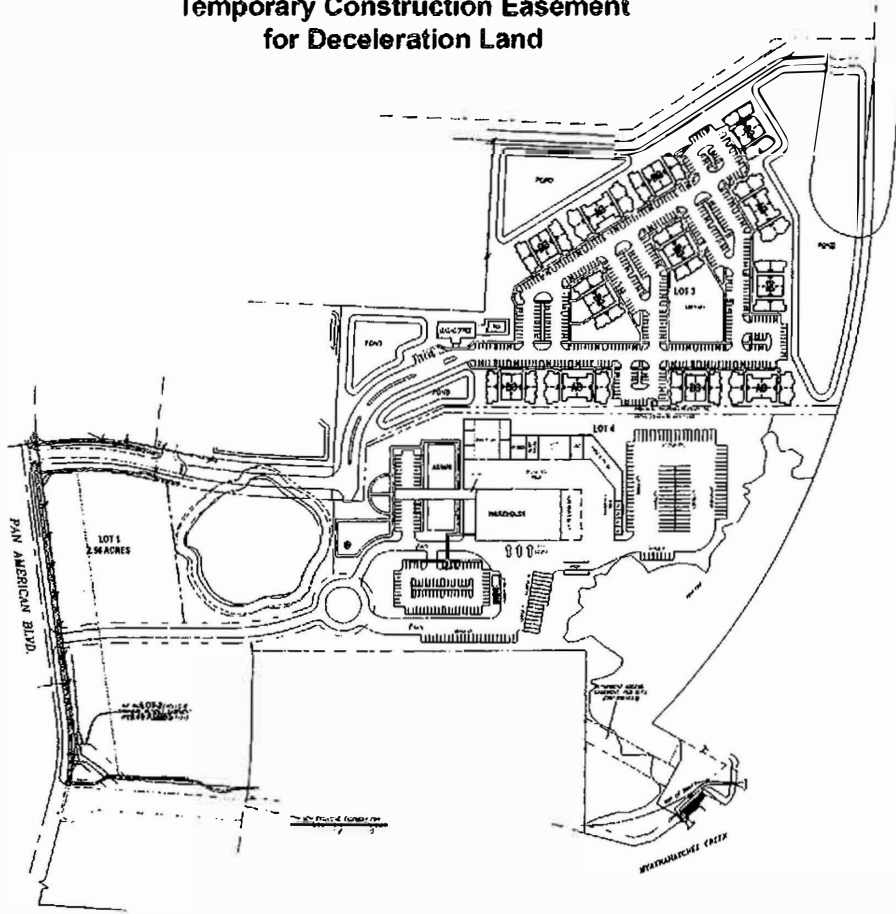
EXHIBIT C
INFRASTRUCTURE IMPROVEMENTS

12/16/2021

Exhibit C Temporary Construction Access Easement copy 2.jpg

Exhibit C

Temporary Construction Easement for Deceleration Land

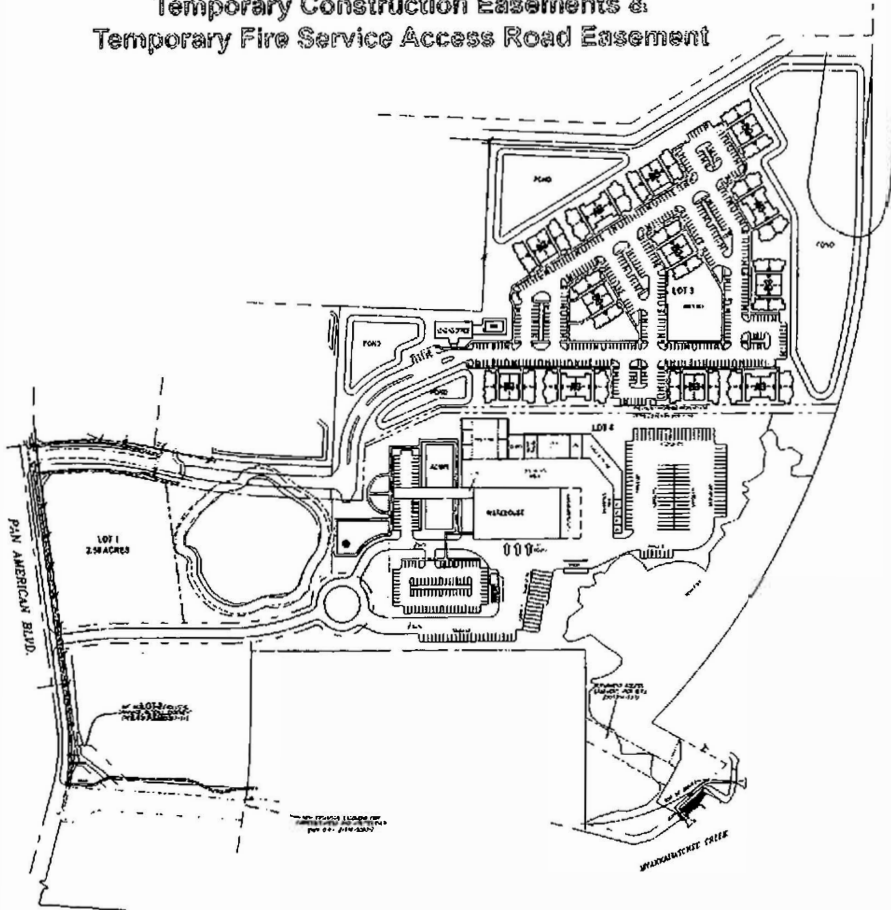


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Exhibit C Temporary Construction and Fire Access Easement copy 2.jpg

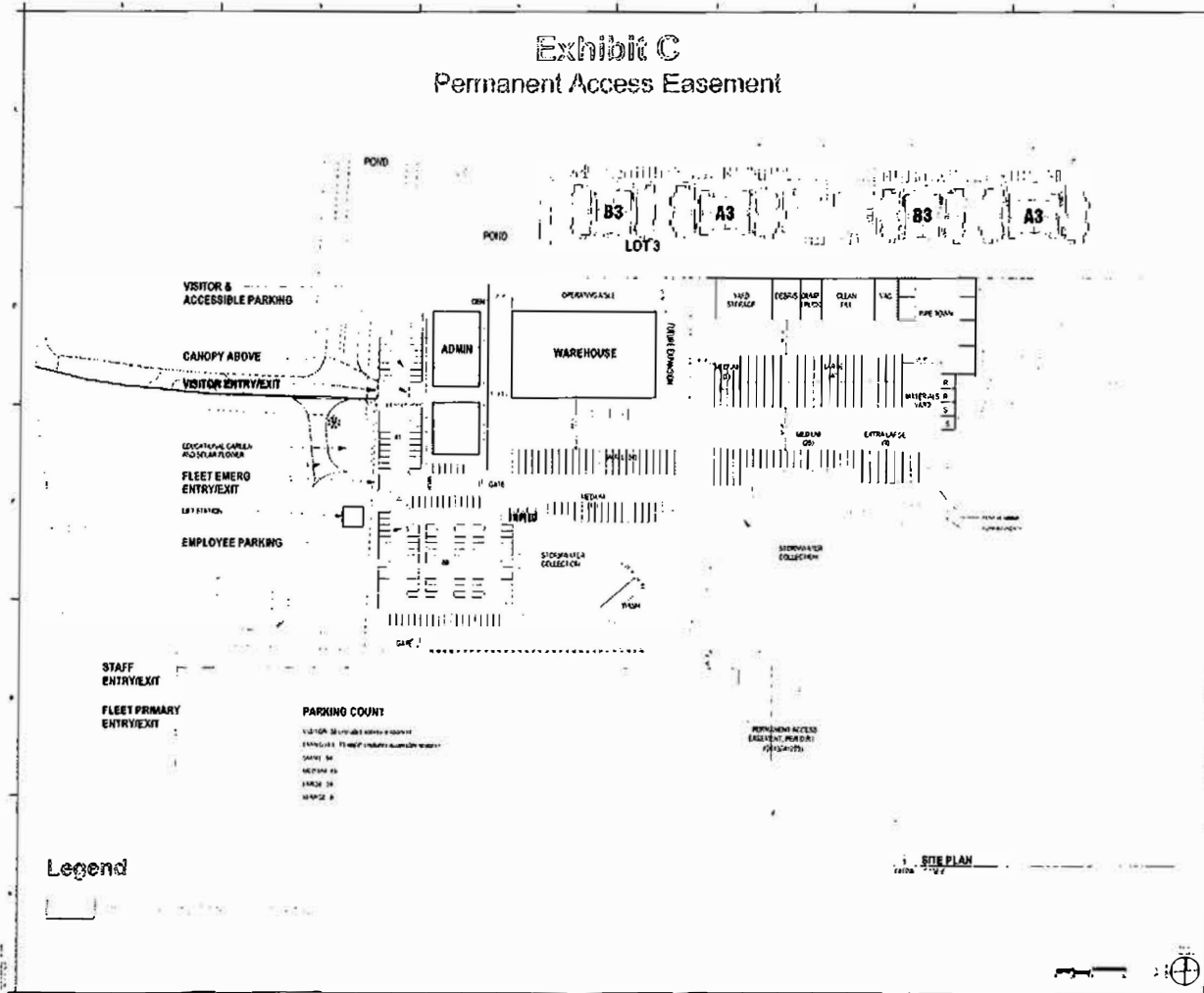
Exhibit C

Temporary Construction Easements & Temporary Fire Service Access Road Easement



12/16/2021

UPDATE Exhibit C Pan Aml copy.jpg



Stantec

NorthPort
FLORIDA

CITY OF NORTH PORT UTILITIES
ENGINEERING DIVISION

TALON BAY DRIVE NORTH DRIVE
11 34387 (BOROWICK 755)

PRELIMINARY NOT FOR CONSTRUCTION

**NORTH PORT UTILITIES
ADMINISTRATION BUILDING**

SITE PLAN

0A-000b

12/16/2021

UPDATE Exhibit C Pan Am I copy I copy.jpg



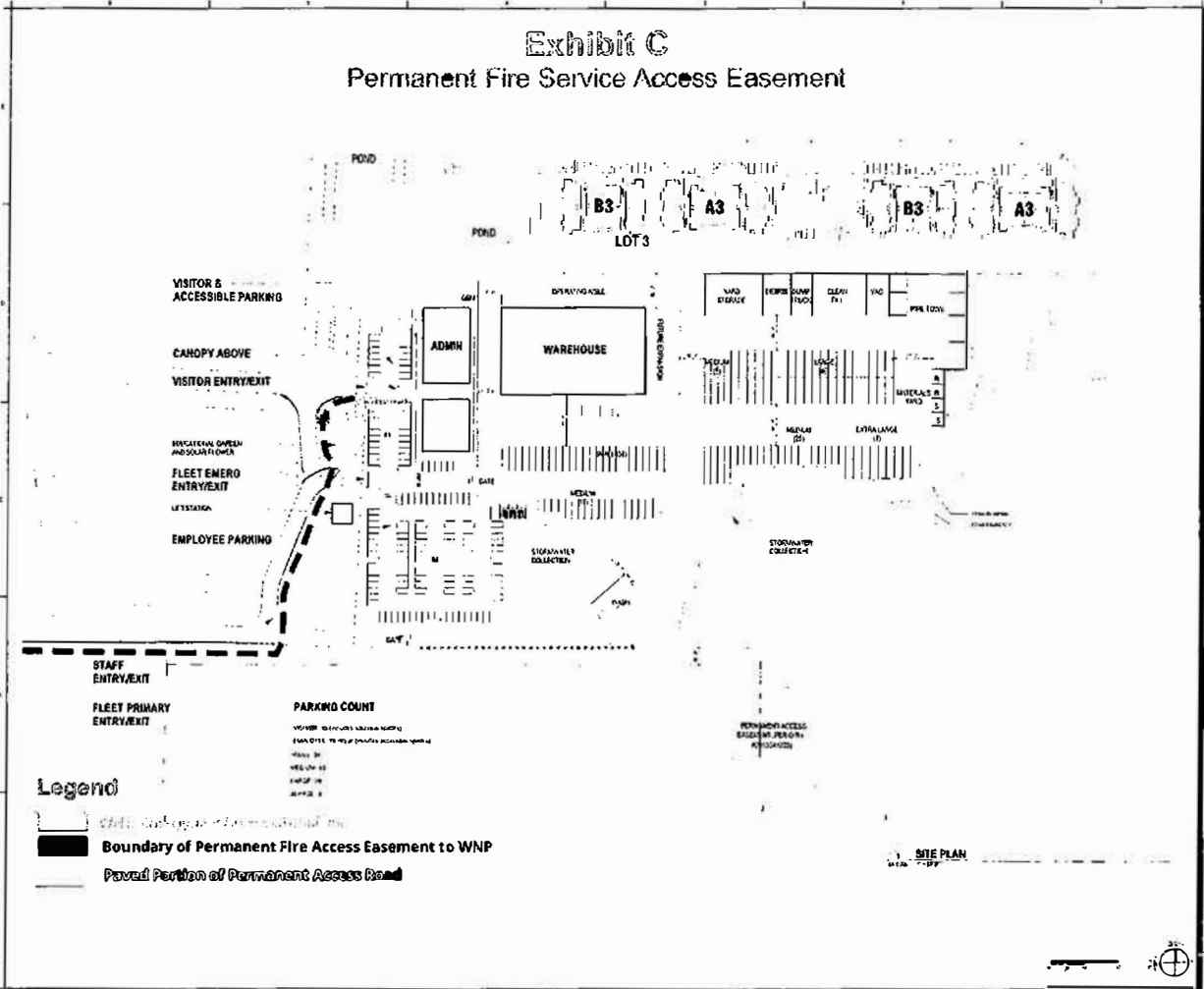
STANTEC
10000 WINDY HILL DRIVE
DALLAS, TEXAS 75243
PH: 972.950.7000
WWW.STANTEC.COM

NorthPort
FLORIDA
CITY OF NORTH PORT URBAN
ENGINEERING DIVISION
14101 BAY DRIVE, NORTH DRIVE
(FL 34627) (SUDEV-G04-935)

PRELIMINARY
NOT FOR
CONSTRUCTION

PROJECT:
**NORTH PORT URBAN
ADMINISTRATION BUILDING**
DATE:
CITY OF NORTH PORT URBAN ENGINEERING DIVISION
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
SITE PLAN

0A-000b



12/16/2021

Exhibit D Sign Easement copy.jpg

Exhibit D

Temporary Signage Easement

