

City of North Port

RESOLUTION NO. 2023-R-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING AN EXCLUSIVE PERMANENT ACCESS AND LIFT STATION REPLACEMENT EASEMENT ON ±0.0577 ACRES IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 20 EAST OF SARASOTA COUNTY, FLORIDA OFFICIAL RECORDS, ON PROPERTY BEARING SARASOTA COUNTY PROPERTY ID NO. 0784091000; TERMINATING AND RELEASING NON-EXCLUSIVE LIFT STATION EASEMENT IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 19 EAST AND FURTHER DESCRIBED IN INSTRUMENT NO. 2007158246 IN THE OFFICIAL RECORDS OF SARASOTA COUNTY; TERMINATING AND RELEASING INGRESS AND EGRESS EASEMENT IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 19 EAST AND FURTHER DESCRIBED IN INSTRUMENT NO. 2007158251 IN THE OFFICIAL RECORDS OF SARASOTA COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR TERMINATION AND RELEASE OF EASEMENTS; PROVIDING FOR AGREEMENTS ACCEPTING EASEMENT; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Port, Florida operates and maintains a lift station accessed by non-exclusive ingress and egress easement on property currently owned by Manasota Beach Ranchlands, LLLP and granted to the City by Sarasota County Public Hospital Board on July 11, 2007, and recorded in the Sarasota County Public Records as Instrument Nos. 2007158246; and

WHEREAS, the City of North Port, Florida operates and maintains a wastewater force main and water meter accessed by non-exclusive ingress and egress easement on property currently owned by Manasota Beach Ranchlands, LLLP and granted to the City by Sarasota County Public Hospital Board on and July 19, 2007, and recorded in the Sarasota County Public Records as Instrument No. 2007158251; and

WHEREAS, Manasota Beach Ranchlands, LLLP has asked the City to terminate and release these easements because the current infrastructure will be taken out of service, removed, and replaced with a new lift station along Everglow Drive, just West of West Villages Parkway; and

WHEREAS, in order to access the new lift station for operation and maintenance purposes, Main Street Ranchlands, LLLP, has agreed to grant the City an exclusive permanent access and lift station replacement easement on property bearing Sarasota County Property ID No. 0784091000; and

WHEREAS, upon acceptance of the exclusive permanent access and lift station replacement easement the City will not need the non-exclusive ingress and egress easements allowing for the current infrastructure to be taken out of service and removed; and

WHEREAS, the City Commission authorizes the termination and release of the non-exclusive ingress and egress easement rights as described in this resolution and accepts the replacement exclusive permanent lift station easement on property bearing Sarasota County Property ID No. 0784091000; and

WHEREAS, the City Commission finds that the easement satisfies an immediate or future need of the City and serves the public health, safety, and welfare of the citizens of the City of North Port, Florida.

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

SECTION 1 – INCORPORATION OF RECITALS

- 1.01 The above recitals are true and correct and are incorporated in this resolution by reference.
- 1.02 All exhibits attached to this resolution are incorporated in this resolution by reference.

SECTION 2 – ACCEPTANCE OF REPLACEMENT EASEMENT

2.01 The City Commission accepts the Exclusive Permanent Access and Lift Station Replacement Easement from Main Street Ranchlands, LLLP, attached as Exhibit A, and accepts the replacement permanent exclusive lift station easement located in section 32, township 39 south, range 20 east of Sarasota County, Florida official records, on property bearing Sarasota County Property ID No. 0784091000.

SECTION 3 – TERMINATION AND RELEASE OF EASEMENTS

- 3.01 The City Commission approves the *Termination And Release Of Easement* attached as Exhibit B. terminating and releasing the lift station easement described in Instrument No. 2007158246 of the Official Records of Sarasota County, located in the City of North Port as legally described in the attached exhibit.
- 3.02 The City Commission approves the *Termination And Release Of Easement* attached as Exhibit C terminating and releasing the ingress and egress easement described in Instrument No. 2007158251 of the Official Records of Sarasota County, located in the City of North Port as legally described in the attached exhibit.

SECTION 4 - RECORDING

- 4.01 The City Clerk is directed to file a certified copy of this resolution and Exhibits A, B, and C with the Clerk of the Sarasota County Circuit Court to be duly recorded in the official records of the county.
- 4.02 The City Clerk is directed to record the fully executed *Exclusive Permanent Access and Lift Station Replacement Easement* 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.

- 4.03 The City Clerk is directed to record two fully executed *Termination and Release of Easements* 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.
- 4.04 Wellen Park, LLLP will reimburse the City for applicable recording fees.

SECTION 5 – CONFLICTS

5.01 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 6 – SEVERABILITY

6.01 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 7 – EFFECTIVE DATE

CITY ATTORNEY

JLCII	ON 7 - EFFECTIVE DATE		
7.01	This resolution takes effect immediately.		
ADOPTED by the City Commission of the City of North Por		f North Port, Florida, in public session on	2023.
		CITY OF NORTH PORT, FLORIDA	
		BARBARA LANGDON MAYOR	
ATTES	ST		
	HER FAUST, MMC		
APPR	OVED AS TO FORM AND CORRECTNESS		
AMBE	ER L. SLAYTON, B.C.S.		

Return to:				
EXCLUSIVE PERMANENT LIFT STATION EASEMENT				
THIS PERMANENT EASEMENT, made and executed the day of, 2023, by and between MAIN STREET RANCHLANDS, LLLP, a Florida limited liability limited partnership, hereinafter called GRANTOR, and THE CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter called GRANTEE.				
WITNESSETH, that the GRANTOR , for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE , its successors and assigns forever, an Exclusive Permanent Lift Station Easement , right and license for the purpose of constructing and maintaining a sewer pipeline and sewer lift station, including but not limited to the right of excavation and installing, constructing, maintaining, operating, repairing and replacing lift station facilities and appurtenant equipment and fencing thereto, with the right to enlarge and remove such facilities and equipment and the right of ingress and egress upon the following described land of the GRANTOR , to-wit:				
See Exhibit "A" attached hereto and made a part hereof				
GRANTEE agrees that any and all maintenance and repairs, which GRANTEE deems necessary for such sewerage collection system facilities, and appurtenant equipment, shall be made at GRANTEE'S sole cost and expense. GRANTEE further agrees, at its sole cost and expense, to repair damage to the easement property, all structures, and other improvements located thereon as of the date of this easement, which is occasioned by reason of such construction, maintenance, or repairs.				
GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.				
(This area intentionally left blank)				

IN WITNESS WHEREOF the GRANTOR hereunto sets their hand and seal this first date written above.

Signed and Sealed in the presence of two witnesses as required by law:	MAIN STREET RANCHLANDS, LLLP, a Florida limited liability limited partnership By: Thomas Ranch Villages, GP, LLC, a Delaware limited liability company, as General Partner By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as its Manager
	By:
First Witness Print Name:	President
Second Witness Print Name:	- -
STATE OF	_
COUNTY OF	-
The foregoing instrument was acknowledged	before me this day of, 2023, by Richard P.
	nch Manager, LLC, a Delaware limited liability company and
Manager of Thomas Ranch Villages GP, LLC	C, a Delaware limited liability company and General Partner of
	a Florida limited liability limited partnership, on behalf of the
companies and partnership. They are person	
	ally known to me or have produced as
identification and (did/did not) take an oath.	
	Notary Public
	Print Name
	Commission No Expiration Date
	(SEAL)

IN WITNESS WHEREOF the GRANTEE hereunto sets their hand and seal this first date written above.

Signed and Sealed in the presence of two witnesses as required by law:	THE CITY OF NORTH PORT, FLORIDA a municipal corporation of the State of Florida	
	By: A. Jerome Fletcher II, ICMA-CM, MPA City Manager	
First Witness Print Name:		
Second Witness Print Name:		
ATTEST:		
Heather Faust, MMC City Clerk		
Approved as to the form and correctness:		
Amber L. Slayton, B.C.S.		

City Attorney

EXHIBIT "A"

SKETCH OF DESCRIPTION LIFT STATION EASEMENT

SHEET_1_OF _2_

DESCRIPTION:

A Lift Station Easement, being a part of Section 32, Township 39 South, Range 20 East, City of North Port, Sarasota County, Florida, described as follows:

COMMENCE at the Southeast corner of Tract 102 per the plat of Mainstreet Ranchlands Plat No. 1, as recorded in Plat Book 56, Page 250, Public Records of Sarasota County, Florida; thence N.87'13'14"W., along the south line of said Tract 102 a distance of 8.00 feet to the POINT OF BEGINNING; thence continue N.87'13'14"W., a distance of 44.00 feet; thence S.02'46'46"W., a distance of 57.12 feet; thence S.87'13'14"E., a distance of 44.00 feet; thence N.02'46'46"E., a distance of 57.12 feet to the POINT OF BEGINNING.

Easement contains 2,513 square feet, or 0.0577 acres more or less.

NOTES:

- This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
- Description shown hereon has been prepared for this sketch.
- Bearings shown hereon are based on the south Line of Tract 102 per the Plat of Maint Street Ranchlands plat No.1, as recorded in Plat Book 56, Page 250, Public Records of Sarasota County, Florida being N.8713'14"W.



Digitally signed by RANDALL E BRITT Date: 2023.03.27

11:20:40 -04'00'

Randall E. Britt, Professional Land Surveyor Florida Certification Number 3979 Note: Not Vald Unless Imprinted With Embossed Land Surveyor's Seal

PREPARED FOR:

MAIN STREET RANCHLANDS, LLLP WELLEN PARK DOWNTOWN

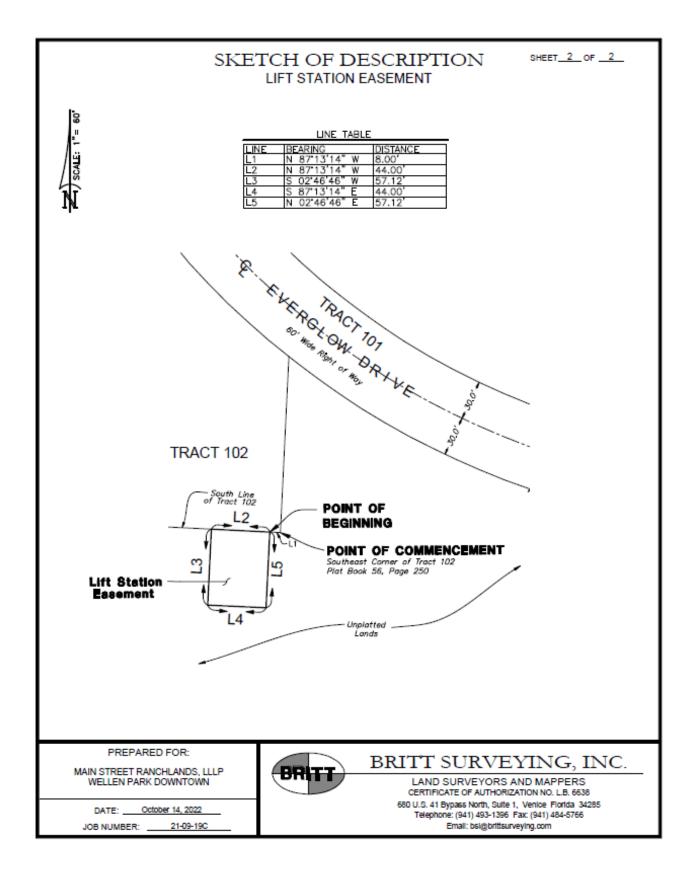
DATE: October 14, 2022

JOB NUMBER: 21-09-19C LS1



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION NO. L.B. 6638 680 U.S. 41 Bypass North, Sulte 1, Venice Florida 34285 Telephone: (941) 493-1396 Fax: (941) 484-5766 Email: bal@brittsurveying.com



Record \$44.00

Return to and prepared without title examination by:



200 South Orange Avenue Sarasota, Florida 34236 (941) 366-4800

Attention: Patrick W. Ryskamp, Esq.

TERMINATION AND RELEASE OF EASEMENT

This Termination and Release of Easement is made this _____ day of ______ 2023 by **THE CITY OF NORTH PORT, FLORIDA**, a municipal corporation of the State of Florida ("**Grantee**").

RECITALS:

- A. By virtue of that certain Lift Station Easement, recorded in the Official Records as Instrument #2007158246, Public Records of Sarasota County, Sarasota County Public Hospital Board ("Grantor") granted an easement for ingress and egress for Grantees installation, operation, maintenance, and repair or replacement of a lift station (the "Easement") over and upon certain real property (the "Easement Area") depicted on Exhibit "A" of the Easement and attached hereto.
 - B. Grantee desires to terminate and release the Easement.

NOW, THEREFORE, in consideration of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, Grantee hereby agrees as follows:

- 1. **Recitals**. The foregoing recitals are true and correct and incorporated into this Termination and Release of Easement.
- 2. **Termination.** Grantee hereby terminates the Easement and releases the land subject to the Easement.
- 3. **Effect**. The provisions hereof shall bind and inure to the benefit of the owners of the Easement Area their successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, this Termination and Release of Easement is executed and effective as of the date first written above.

WITNESSES:	a municipal corporation of the State of Florida
Print Name:	By: A. JEROME FLETCHER II, ICMA-CM, MPA CITY MANAGER
Print Name:	
ATTEST:	
HEATHER FAUST, MMC CITY CLERK	_
Approved as to the form and correctness:	
AMBER L. SLAYTON, B.C.S. CITY ATTORNEY	_

EXHIBIT A TO TERMINATION AND RELEASE OF EASEMENT

SKETCH OF DESCRIPTION UTILITY EASEMENT

SHEET 1 OF 2

DESCRIPTION:

A part of Section 32, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northeast corner of Section 32, Township 39 South, Range 19 East, Sarasata County, Florida; thence N.89'41'04"W., along the North line of said Section 32, a distance of 1887.77 feet; thence, S.00'18'56"W., perpendicular to said North Line of Section 32, a distance of 3493.05 feet to the POINT OF BEGINNING; thence S.50'30'09"E., a distance of 40.00 feet; thence S.39'29'51"W., a distance of 40.00 feet; thence N.50'30'09"W., a distance of 40.00 feet; thence N.39'29'51"E., a distance of 40.00 feet to the POINT OF BEGINNING.

Parcel contains 1,600 square feet or 0.0367 acres, more or less.

AIMBEAU, CITY CLERK

DATE:

DATE: JANUARY 17, 2007

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY SEE SHEET 2 OF 2 FOR SKETCH

PREPARED FOR: KIMLEY-HORN AND ASSOCIATES, INC. SARASOTA MEMORIAL HOSPITAL

> DATE: __JANUARY 17, 2007 JOB NUMBER: __06-11-17 (3)

нт

Randall E. Britt, Professional Land Surveyor

Florida Certification Number 3979

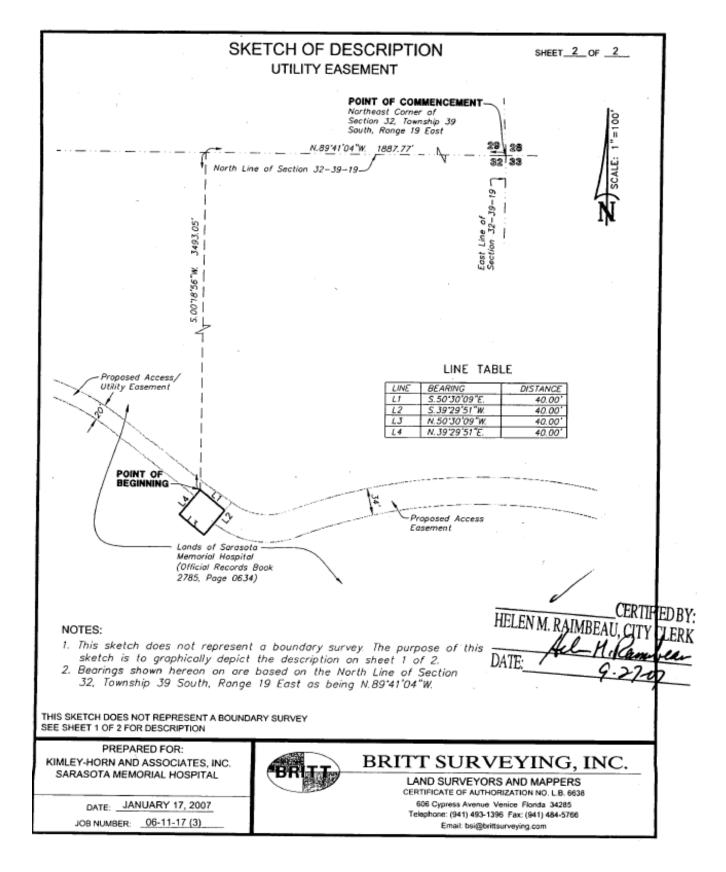
Note: Not Vaid Unless Imprinted With Embossed Land Surveyor's Seal

BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS

CERTIFICATE OF AUTHORIZATION NO. L.B. 6638

606 Cypress Avenue Venice Florida 34285 Telephone: (341) 493-1396 Fax: (341) 484-5766 Email: bsi@brittsurveying.com



Record \$61.00

Return to and prepared without title examination by:



200 South Orange Avenue Sarasota, Florida 34236 (941) 366-4800

Attention: Patrick W. Ryskamp, Esq.

TERMINATION AND RELEASE OF EASEMENT

This Termination and Release of Easement is made this _____ day of ______ 2023 by **THE CITY OF NORTH PORT, FLORIDA**, a municipal corporation of the State of Florida ("**Grantee**").

RECITALS:

- A. By virtue of that certain Ingress/Egress Easement, recorded in the Official Records as Instrument #2007158251, Public Records of Sarasota County, Sarasota County Public Hospital Board ("Grantor") granted an easement for ingress and egress to access Grantee's wastewater force main and water meter (the "Easement") over and upon certain real property (the "Easement Area") depicted on Exhibit "A" of the Easement and attached hereto.
 - B. Grantee desires to terminate and release the Easement.

NOW, THEREFORE, in consideration of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, Grantee hereby agrees as follows:

- 1. **Recitals**. The foregoing recitals are true and correct and incorporated into this Termination and Release of Easement.
- 2. **Termination.** Grantee hereby terminates the Easement and releases the land subject to the Easement.
- 3. **Effect**. The provisions hereof shall bind and inure to the benefit of the owners of the Easement Area their successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, this Termination and Release of Easement is executed and effective as of the date first written above.

WITNESSES:	THE CITY OF NORTH PORT, FLORIDA a municipal corporation of the State of Florida
Print Name:	By: A. JEROME FLETCHER II, ICMA-CM, MPA CITY MANAGER
Print Name:	
ATTEST:	
HEATHER FAUST, MMC CITY CLERK	<u>-</u>
Approved as to the form and correctness:	
AMBER L. SLAYTON, B.C.S. CITY ATTORNEY	_

EXHIBIT A TO TERMINATION AND RELEASE OF EASEMENT

SKETCH OF DESCRIPTION

INGRESS AND EGRESS EASEMENT

HELLINM RAIMBEAU, CITY CLERK

DATE 9-27-07

DESCRIPTION:

A part of Section 32, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northeast corner of Section 32, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.89'41'04"W., along the North line of said Section 32, a distance of 1850.63 feet; thence, S.00'16'43"W., perpendicular to said North Line of Section 32, a distance of 3508.01 feet to the POINT OF BEGINNING, same being a point on a curve to the left having a radius of 70.87 feet, a central angle of 59°14′56″, a chord bearing of S.80°59′40″E., and a chord length of 70.06 feet; thence along the arc of said curve an arc length of 73.28 feet to a point on a curve to the right having a radius of 693.54 feet, a central angle of 29°35'41", a chord bearing of N.84*10'42"E., and a chord length of 354.26 feet; thence along the arc of said curve an arc length of 358.23 feet to a point on a curve to the right having a radius of 628.63 feet, a central angle of 52'01'43", a chord bearing of S.53'10'11"E., and a chord length of 551.43 feet; thence along the arc of said curve an arc length of 570.84 feet; thence S.29'55'29"E., a distance of 135.15 feet to a paint on a curve to the left having a radius of 549.79 feet, a central angle of 16'03'24", a chord bearing of 5.36'39'49"E., and a chord length of 153.57 feet; thence along the arc of said curve an arc length of 154.07 feet to a point on a curve to the left having a radius of 558.12 feet, a central angle of 45'40'27", a chord bearing of S.66'46'26'E., and a chord length of 433.23 feet; thence along the arc of said curve an arc length of 444.92 feet to the West line of a 120 foot wide easement recorded in Official Records Book 2785, at Page 641, Public Records of Sarasota County, Florida; thence 5.00°23'41"W., along said West line of a 120 foot wide easement, a distance of 34.00 feet to a point on a curve to the right having a radius of 592.12 feet, a central angle of 45'39'08", a chord bearing of N.66'47'05"W., and a chord length of 459.41 feet; thence leaving said West line of a 120 foot wide easement, along the arc of said curve an arc length of 471.79 feet to a point on a curve to the right having a radius of 583.79 feet, a central angle of 15'59'47", a chard bearing of N.36'40'18"W., and a chard length of 162.46 feet; thence along the arc of said curve an arc length of 162.99 feet; thence N.29'55'29"W., a distance of 135.61 feet to a point on a curve to the left having a radius of 594.63 feet, a central angle of 52'03'15", a chord bearing of N.53'06'16"W., and a chord length of 521.84 feet; thence along the arc of said curve an arc length of 540.23 feet to a point on a curve to the left having a radius of 659.54 feet, a central angle of 29°32′50″, a chord bearing of S.84°09′17″W., and a chord length of 336.36 feet; thence along the arc of said curve an arc length of 340.12 feet to a point on a curve to the right having a radius of 104.87 feet, a central angle of 51'31'49", a chord bearing of N.80'51'14"W., and a chord length of 104.12 feet; thence along the arc of said curve an arc length of 108.96 feet; thence N.39°29'51"E., a distance of 34.00 feet to the POINT Of

Parcel contains 59,435 square feet or 1.3644 acres, more or less.

REVISION - Title Change & Description - 04/27/2007

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY SEE SHEET 2 OF 2 FOR SKETCH

PREPARED FOR: KIMLEY-HORN AND ASSOCIATES, INC. SARASOTA MEMORIAL HOSPITAL

> DATE: JANUARY 11, 2007 JOB NUMBER: 06-11-17 (1)

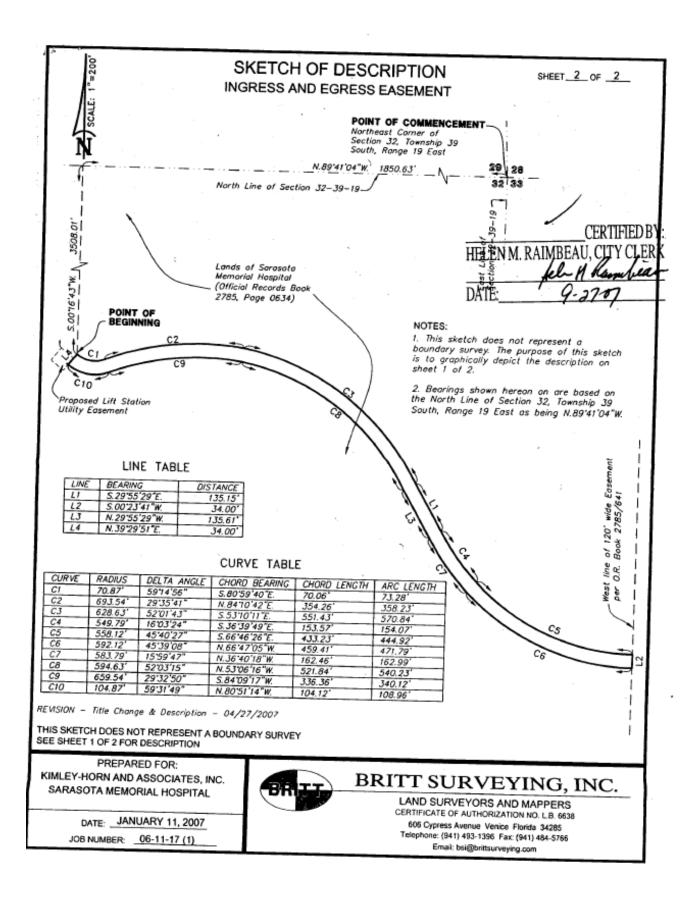
BRITT

Randall E. Britt, Professional Land Surveyor Florida Certification Number 3979

Note: Not Void Unless Imprinted With Embossed Land Surveyor's Seal

BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION NO. L.B. 6638 606 Cypress Avenue Venice Florida 34285 Telephone: (941) 493-1396 Fax: (941) 484-5766 Email: bai@brittsurveying.com



SKETCH OF DESCRIPTION

SHEET 1 OF 2

INGRESS AND EGRESS EASEMENT

HELEN M. RAIMBEAU, CITY CLERK

DATE:

DESCRIPTION:

A part of Section 32, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northeast corner of Section 32, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.89'41'04'W., along the North line of said Section 32, a distance of 1270.73 feet; thence, S.00'18'56'W., perpendicular to said North Line of Section 32, a distance of 3427.34 feet to the POINT OF BEGINNING; thence S.00'00'00'E., a distance of 20.00 feet; thence N.90'00'00'W., a distance of 57.75 feet; thence S.19'59'44'W., a distance of 56.54 feet to a point on a curve to the left having a radius of 628.63 feet, a central angle of 01'49'29", a chord bearing of N.72'37'07'W., and a chord length of 20.02 feet; thence along the arc of said curve an arc length of 20.02 feet; thence N.19'59'44'E., a distance of 71.46 feet; thence N.90'00'00'E., a distance of 71.76 feet to the POINT OF BEGINNING.

Parcel contains 2,574 square feet or 0.0591 acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY SEE SHEET 2 OF 2 FOR SKETCH

PREPARED FOR: KIMLEY-HORN AND ASSOCIATES, INC. SARASOTA MEMORIAL HOSPITAL

> DATE: __JANUARY 11, 2007 JOB NUMBER: __06-11-17 (2)

BRITT

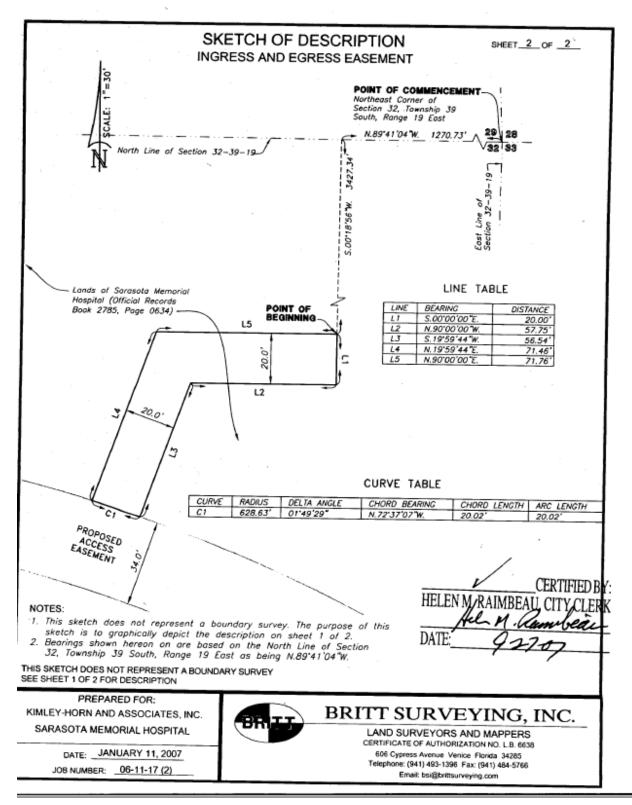
BRITT SURVEYING, INC.

Randall E. Britt, Professional Land Surveyor

Florida Certification Number 3979

Note: Not Vaid Unless Imprinted With Embossed Land Surveyor's Se

LAND SURVEYORS AND MAPPERS
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