



## City of North Port

### RESOLUTION NO. 2023-R-12

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING REPLACEMENT STORMWATER FLOWAGE EASEMENTS FOR LOT 2 AND LOT 3 OF WEST VILLAGES MARKET PLACE AS RECORDED IN PLAT BOOK 53, PAGE 140 OF SARASOTA COUNTY, FLORIDA OFFICIAL RECORDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AGREEMENTS ACCEPTING EASEMENTS; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the plat of West Villages Market Place as recorded on July 29, 2019 as instrument number 2019103109 in Plat Book 53, Page 140 of the Sarasota County, Florida Official Records (the "Plat") includes a temporary stormwater flowage easement across Lot 2 and Lot 3; and

**WHEREAS**, the stormwater flow has been reconfigured and the property owners desire to provide replacement easements for Lot 2 and Lot 3; and

**WHEREAS**, upon acceptance of the replacement easements the City will not need the temporary stormwater flowage easement; and

**WHEREAS**, the WVID and the City agree to accept the replacement easements for Lot 2 and Lot 3 and to release the temporary easement; and

**WHEREAS**, the City Commission of the City of North Port, Florida finds that the agreements serve the public health, safety, and welfare of the citizens of the City of North Port, Florida.

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

#### **SECTION 1 – INCORPORATION OF RECITALS**

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

## **SECTION 2 – AGREEMENTS ACCEPTING STORM WATER FLOW EASEMENTS**

- 2.01 The City Commission approves the *Stormwater Flowage Easement Agreement for Lot 2 of the Plat* attached as Exhibit A.
- 2.02 The City Commission approves the *Stormwater Flowage Easement Agreement for Lot 3 of the Plat* attached as Exhibit B.
- 2.03 All exhibits attached to this resolution are incorporated by reference.

## **SECTION 3 – RECORDING**

- 3.01 The City Clerk is directed to file a certified copy of this resolution and the two executed *Stormwater Flowage Easement Agreements* as attached, with the Sarasota County Clerk of the Circuit Court to be duly recorded in the official records of the county.
- 3.02 Wellen Park, LLLP will be responsible to reimburse the City for the recording costs.

## **SECTION 4 – CONFLICTS**

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

## **SECTION 5 – SEVERABILITY**

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

## **SECTION 6 – EFFECTIVE DATE**

- 6.01 This resolution takes effect immediately.

ADOPTED by the City Commission of the City of North Port, Florida, in public session on February 14, 2023.

CITY OF NORTH PORT, FLORIDA

---

BARBARA LANGDON  
MAYOR

ATTEST

---

HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

---

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

RECORD: \$

Prepared without Examination or Opinion of Title By:

Exhibit "A" to Resolution No. 2023-R-12

**WILLIAMS PARKER**  
**HARRISON DIETZ & GETZEN**

200 South Orange Avenue  
Sarasota, Florida 34236  
(941) 366-4800  
Attention: Patrick W. Ryskamp, Esq.

**STORMWATER FLOWAGE EASEMENT AGREEMENT**

**THIS STORMWATER FLOWAGE EASEMENT AGREEMENT** (this "Agreement"), is made and entered by and between, **RODNEY A. SHORT**, whose mailing address is 17211 Connor Quay Court, Cornelius, NC 28031 ("Grantor"), **WEST VILLAGES IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, whose mailing address is 2051-A Burns Road, Palm Beach Gardens, FL ("WVID") and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, whose mailing address is 4970 City Hall Boulevard, North Port, Florida 34286 (the "City" and collectively with WVID, the "Grantee") (collectively, Grantor and Grantee are referred to as "Parties").

**RECITALS:**

A. Grantor is the owner of Lot 2, West Villages Marketplace, Plat Book 53, Page 140, Public Records of Sarasota County, Florida (the "Grantor Parcel").

B. The Grantor Parcel contains stormwater flowage, pipes, and other related stormwater conveyance appurtenances which are components of the stormwater system for West Villages Marketplace (the "Stormwater Improvements") in the location depicted on Exhibit "A" attached hereto ("Easement Area")

C. The Parties are entering this Agreement to memorialize the Parties' rights and obligations with regard to the use of the Easement Area.

**NOW THEREFORE**, for and in consideration of the premises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant unto Grantee its successors and assigns, a perpetual, non-exclusive stormwater flowage easement in, over, and upon the Easement Area for the purposes described herein and under the following terms, conditions, covenants, and agreements:

1. Purpose. The non-exclusive easement created in favor of Grantee is for the drainage and flowage of stormwater over, across and into the Stormwater Improvements located within the Easement Area. Upon the recordation of this Agreement, the Temporary 40' Public Drainage & Maintenance Access Easement encumbering the Grantor Parcel as set forth on the plat of West

Villages Marketplace recorded on July 29, 2019 as instrument number 2019103109 in Plat Book 53, Page 140, Public Records of Sarasota County, Florida is hereby terminated of record.

2. Retained Rights. Subject to the rights granted to Grantee herein, the Grantor retains the right to use the Easement Area for any and all other purposes and uses which do not interfere with the Grantee's permitted use thereof.

3. Maintenance and Operation of Stormwater Facility within Easement Area.

a. WVID shall perform maintenance of and repairs to the Stormwater Improvements which WVID deems reasonably necessary. This shall, at a minimum, require WVID to maintain the Stormwater Improvements in compliance with applicable governmental regulations. WVID will provide at least 48 hours' notice to Grantor (except in an emergency then notice shall be as practicable under the circumstances) before commencing any work and shall coordinate with Grantor to ensure minimum disruption to the business operated on the Grantor Parcel. WVID shall restore any areas disturbed to the condition existing prior to the work performed.

b. Notwithstanding Paragraph 3.a, above, Grantor is hereby granted the concurrent right and authority, but not the obligation, to maintain the Stormwater Improvements within the Easement Area in compliance with applicable governmental regulations, if WVID fails to do so. Before undertaking such maintenance, Grantor shall provide ten (10) days written notice to WVID. If, ten (10) days following WVID's receipt of such notice, WVID has not performed the required maintenance, it may be performed by Grantor, the reasonable cost of which shall be paid by WVID.

4. Indemnity. Except to the extent arising from or related to Grantor's negligence or willful misconduct, WVID hereby indemnifies and agrees to hold Grantor harmless from and against any loss, cost, damage, or expense, including all claims for death or injury to persons or damage to property, and including, without limitation, attorneys' fees and court costs, which may be suffered or incurred by Grantor and which may arise out of or in connection with, or by reason of the actions of or the failure to take action by WVID, or the negligence or intentional misconduct of WVID, its agents, representatives, contractors or employees, in the conduct of the construction or maintenance performed by WVID as contemplated under this Agreement. Notwithstanding the foregoing, nothing herein shall be considered to be a waiver of the WVID's limitations on liability set forth in section 768.28, *Florida Statutes*, or other law.

5. Grantor Covenants. Grantor covenants with the Grantee that the Grantor is lawfully seized of the Easement Area in fee simple; that Grantor has good right and lawful authority to grant this Agreement; and Grantor shall take no action to interfere with the Grantee's lawful use of said easement.

6. Binding Nature; Agreement. The easement herein granted, the covenants and agreements of the Parties and the restrictions and limitations affecting the Easement Area set forth in this instrument, are hereby declared to be easements, agreements, covenants, restrictions and limitations running with the Grantor Parcel and shall be binding upon, inure to the benefit of, and be enforceable in actions at law and in equity by the Parties and their respective successors in interest for so long as they respectively have an interest in the same.

7. Entire Agreement. This Agreement sets forth the entire agreement of the Parties, and may not be modified except in writing, executed by the Parties. This Agreement shall not be construed more strictly against one party than the other because it may have been drafted by one of the Parties or its counsel, each party having contributed substantially and materially to the negotiation and drafting hereof.

8. Effective Date. This Agreement shall be effective upon its being executed by the last of the Parties and recorded in the public records of Sarasota County, Florida.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGES TO FOLLOW.]**

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as of the date first above written.

WITNESSES:

GRANTOR:

Signature of Witness

Harrison D. Riches

Print Name of Witness

Suzanne Hartley

Signature of Witness

Suzanne Hartley

Print Name of Witness

Rodney A. Short

RODNEY A. SHORT

STATE OF NORTH CAROLINA  
COUNTY OF IREDELL

I HEREBY CERTIFY that on this 20<sup>th</sup> day of JANUARY 2023 before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared **RODNEY A. SHORT**, to me known to be the person described in and who executed the foregoing instrument, and such person acknowledged executing the foregoing instrument on behalf of such entities.

(Notary Seal)

Katharine Maywald

Signature of Notary Public

KATHARINE MAYWALD

Print Name of Notary Public



I am a Notary Public of the State of NORTH CAROLINA  
and my commission expires on 02/25/2023

WVID:

WITNESSES:

B. I. Z.

Signature of Witness

BRUCE A. MUELEN

Print Name of Witness

[Signature]

Signature of Witness

Tom Buckhy

Print Name of Witness

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 20<sup>th</sup> day of JANUARY 2023 before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared John Wczynski as Chairman, Board of Supervisors, of **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, on behalf of the district, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument on behalf of such district.

(Notary Seal)



William Ryan Crosley  
Notary Public  
State of Florida  
Comm# HH016312  
Expires 8/30/2024

Wm Crosley

Signature of Notary Public

William Crosley

Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on 8-30-2024



Signed, sealed, and delivered  
in the presence of:

CITY:

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name)

ATTEST

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name)

APPROVED AS TO FORM AND CORRECTNESS:

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

**ACKNOWLEDGEMENT**

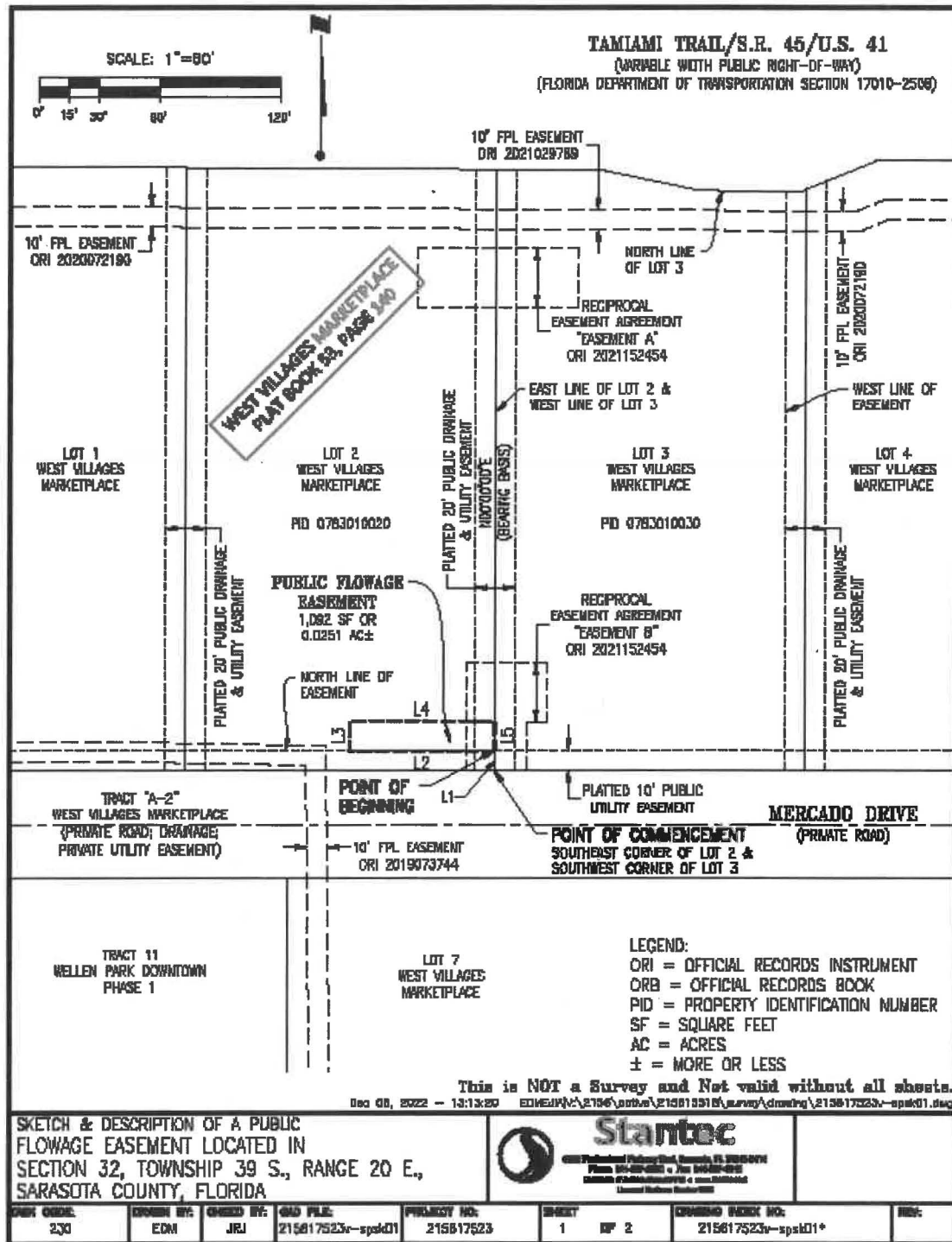
STATE OF FLORIDA  
COUNTY OF SARASOTA

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

\_\_\_\_\_  
Notary Public

\_\_\_ Personally Known OR \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

EXHIBIT "A"  
(Easement Area)



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

A strip of land of lying in Lot 3 of West Villages Marketplace as recorded in Plat Book 53, Page 140 of the Public Records of Sarasota County, Florida, located in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the southwest corner of said Lot 3 of West Villages Marketplace; the following two (2) calls are along the west line of said Lot 3: (1) thence N.00°00'00"E., a distance of 10.00 feet to the POINT OF BEGINNING; (2) thence continue N.00°00'00"E., a distance of 15.00 feet; thence N.90°00'00"E. departing from said west line, a distance of 125.13 feet; thence N.00°00'00"E., a distance of 266.40 feet to the north line of said Lot 3; thence S.89°38'39"E. along said north line, a distance of 20.00 feet to a point coincident with said north line of Lot 3 and the west line of a 20-foot public drainage & utility easement as shown on said plat of West Villages Marketplace; thence S.00°00'00"E. along the west line, a distance of 281.28 feet to a point on the north line of a 10-foot public utility easement as shown in said plat of West Villages Marketplace; thence N.90°00'00"W. along said north line, a distance of 145.13 feet to the POINT OF BEGINNING.

Containing 7,504 square feet or 0.1723 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'00"E	10.00'
L2	N00°00'00"E	15.00'
L3	S89°38'39"E	20.00'

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF LOT 2 AND WEST LINE OF LOT 3, BEING N00°00'00"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed

by Joseph R

Jasper

Date: 2022.12.07

14:28:59 -05'00'

Joseph R. Jasper, P.S.M.  
Florida Registration No. 7168

Date of Signature

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

Dec 05, 2022 - 13:08:16 EDM\JRM\2156\active\215615516\survey\drawing\215617523v-spsk02.dwg

SKETCH & DESCRIPTION OF A PUBLIC FLOWAGE EASEMENT LOCATED IN SECTION 32, TOWNSHIP 39 S., RANGE 20 E., SARASOTA COUNTY, FLORIDA				 <b>Stantec</b> 8920 Professional Parkway East, Sarasota, FL 34240-9414 Phone (941) 861-9800 • Fax (941) 861-9810 Certificate of Authority for LSC#03 • www.stantec.com Licensed Professional Engineer 7082			
TASK CODE: 230	DRAWN BY: EDM	CHECKED BY: JRJ	CAD FILE: 215617523v-spsk02	PROJECT NO: 215617523	SHEET 2 OF 2	DRAWING INDEX NO: 215617523v-spsk02*	REV:

RECORD: \$

Prepared without Examination or Opinion of Title By:

**WILLIAMS PARKER**  
HARRISON DIETZ & GETZEN

200 South Orange Avenue  
Sarasota, Florida 34236  
(941) 366-4800  
Attention: Patrick W. Ryskamp, Esq.

## **STORMWATER FLOWAGE EASEMENT AGREEMENT**

**THIS STORMWATER FLOWAGE EASEMENT AGREEMENT** (this "Agreement"), is made and entered by and between, **MAIN STREET RANCHLANDS, LLLP**, a Florida limited liability limited partnership, whose mailing address is 4901 Vineland Road, Suite 450, Orlando, FL ("Grantor") and **WEST VILLAGES IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, whose mailing address is 2051-A Burns Road, Palm Beach Gardens, FL ("WVID") and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida whose mailing address is 4970 City Hall Boulevard, North Port, Florida 34286 (the "City" and collectively with the WVID, the "Grantee") (collectively, Grantor and Grantee are referred to as "Parties").

### **RECITALS:**

A. Grantor is the owner of Lot 3, West Villages Marketplace, Plat Book 53, Page 140, Public Records of Sarasota County, Florida (the "Grantor Parcel").

B. The Grantor Parcel contains stormwater flowage, pipes, and other related stormwater conveyance appurtenances which are components of the stormwater system for West Villages Marketplace (the "Stormwater Improvements") in the location depicted on Exhibit "A" attached hereto ("Easement Area")

C. The Parties are entering this Agreement to memorialize the Parties' rights and obligations with regard to the use of the Easement Area.

**NOW THEREFORE**, for and in consideration of the premises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant unto Grantee its successors and assigns, a perpetual, non-exclusive stormwater flowage easement in, over, and upon the Easement Area for the purposes described herein and under the following terms, conditions, covenants, and agreements:

1. Purpose. The non-exclusive easement created in favor of Grantee is for the drainage and flowage of stormwater over, across and into the Stormwater Improvements located within the Easement Area. Upon the recordation of this Agreement, the Temporary 40' Public Drainage & Maintenance Access Easement encumbering the Grantor Parcel as set forth on the plat of West Villages Marketplace recorded on July 29, 2019 as instrument number 2019103109 in Plat Book 53, Page 140, Public Records of Sarasota County, Florida is hereby terminated of record.

2. Retained Rights. Subject to the rights granted to Grantee herein, the Grantor retains the right to use the Easement Area for any and all other purposes and uses which do not interfere with the Grantee's permitted use thereof.

3. Maintenance and Operation of Stormwater Facility within Easement Area.

a. WVID shall perform maintenance of and repairs to the Stormwater Improvements which WVID deems reasonably necessary. This shall, at a minimum, require WVID to maintain the Stormwater Improvements in compliance with applicable governmental regulations. WVID will provide at least 48 hours' notice to Grantor (except in an emergency then notice shall be as practicable under the circumstances) before commencing any work and shall coordinate with Grantor to ensure minimum disruption to the business operated on the Grantor Parcel. WVID shall restore any areas disturbed to the condition existing prior to the work performed.

b. Notwithstanding Paragraph 3.a, above, Grantor is hereby granted the concurrent right and authority, but not the obligation, to maintain the Stormwater Improvements within the Easement Area in compliance with applicable governmental regulations, if WVID fails to do so. Before undertaking such maintenance, Grantor shall provide ten (10) days written notice to WVID. If, ten (10) days following WVID's receipt of such notice, WVID has not performed the required maintenance, it may be performed by Grantor, the reasonable cost of which shall be paid by WVID.

4. Indemnity. Except to the extent arising from or related to Grantor's negligence or willful misconduct, WVID hereby indemnifies and agrees to hold Grantor harmless from and against any loss, cost, damage, or expense, including all claims for death or injury to persons or damage to property, and including, without limitation, attorneys' fees and court costs, which may be suffered or incurred by Grantor and which may arise out of or in connection with, or by reason of the actions of or the failure to take action by WVID, or the negligence or intentional misconduct of WVID, its agents, representatives, contractors or employees, in the conduct of the construction or maintenance performed by WVID as contemplated under this Agreement. Notwithstanding the foregoing, nothing herein shall be considered to be a waiver of the WVID's limitations on liability set forth in section 768.28, *Florida Statutes*, or other law.

5. Grantor Covenants. Grantor covenants with the WVID that the Grantor is lawfully seized of the Easement Area in fee simple; that Grantor has good right and lawful authority to grant this

Agreement; and Grantor shall take no action to interfere with the Grantee's lawful use of said easement.

6. Binding Nature; Assignment. The easement herein granted, the covenants and agreements of the Parties and the restrictions and limitations affecting the Easement Area set forth in this instrument, are hereby declared to be easements, agreements, covenants, restrictions and limitations running with the Grantor Parcel and shall be binding upon, inure to the benefit of, and be enforceable in actions at law and in equity by the Parties and their respective successors in interest for so long as they respectively have an interest in the same.

7. Entire Agreement. This Agreement sets forth the entire agreement of the Parties, and may not be modified except in writing, executed by the Parties. This Agreement shall not be construed more strictly against one party than the other because it may have been drafted by one of the Parties or its counsel, each party having contributed substantially and materially to the negotiation and drafting hereof.

8. Effective Date. This Agreement shall be effective upon its being executed by the last of the Parties and recorded in the public records of Sarasota County, Florida.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGES TO FOLLOW.]**



IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as of the date first above written.

**GRANTOR:**

**MAIN STREET RANCHLANDS, LLLP**, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC,  
a Delaware limited liability company  
As its General Partner

By: Thomas Ranch Manager, LLC,  
a Delaware limited liability company  
As its Manager

By: [Signature]  
Name: RICHARD SEVERANCE  
As its: VP

**WITNESSES:**

[Signature]

Signature of Witness

BRUCE A. MCELLEN

Print Name of Witness

[Signature]

Signature of Witness

Tom Buckley

Print Name of Witness

STATE OF Florida  
COUNTY OF Sarasota

I HEREBY CERTIFY that on this 20<sup>th</sup> day of JANUARY 2023 before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared Richard Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner of **MAIN STREET RANCHLANDS, LLLP**, a Florida limited liability limited partnership, on behalf of the companies and partnership, to me known to be the person described in and who executed the foregoing instrument, and such person acknowledged executing the foregoing instrument on behalf of such entities.

[Signature]  
Signature of Notary Public

William Crosley

Print Name of Notary Public

I am a Notary Public of the State of Florida  
and my commission expires on 8-30-2024

(Notary Seal)



William Ryan Crosley  
Notary Public  
State of Florida  
Comm# HH016312  
Expires 8/30/2024

WVID:

WITNESSES:

[Signature]  
Signature of Witness

Barrie A. Melton  
Print Name of Witness

[Signature]  
Signature of Witness

Tom Buckley  
Print Name of Witness


**WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida

By: [Signature]  
Chairman, Board of Supervisors

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 20<sup>th</sup> day of January, 2027 before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared John Luczynski, as Chairman, Board of Supervisors, of **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, on behalf of the district, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument on behalf of such district.

(Notary Seal)

 William Ryan Crosley  
Notary Public  
State of Florida  
Comm# HH016312  
Expires 8/30/2024

[Signature]  
Signature of Notary Public

William Crosley  
Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on 8/30/2024



CITY:

Signed, sealed, and delivered  
in the presence of:

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

ATTEST

\_\_\_\_\_  
(Print Name)

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

APPROVED AS TO FORM AND CORRECTNESS:

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

**ACKNOWLEDGEMENT**

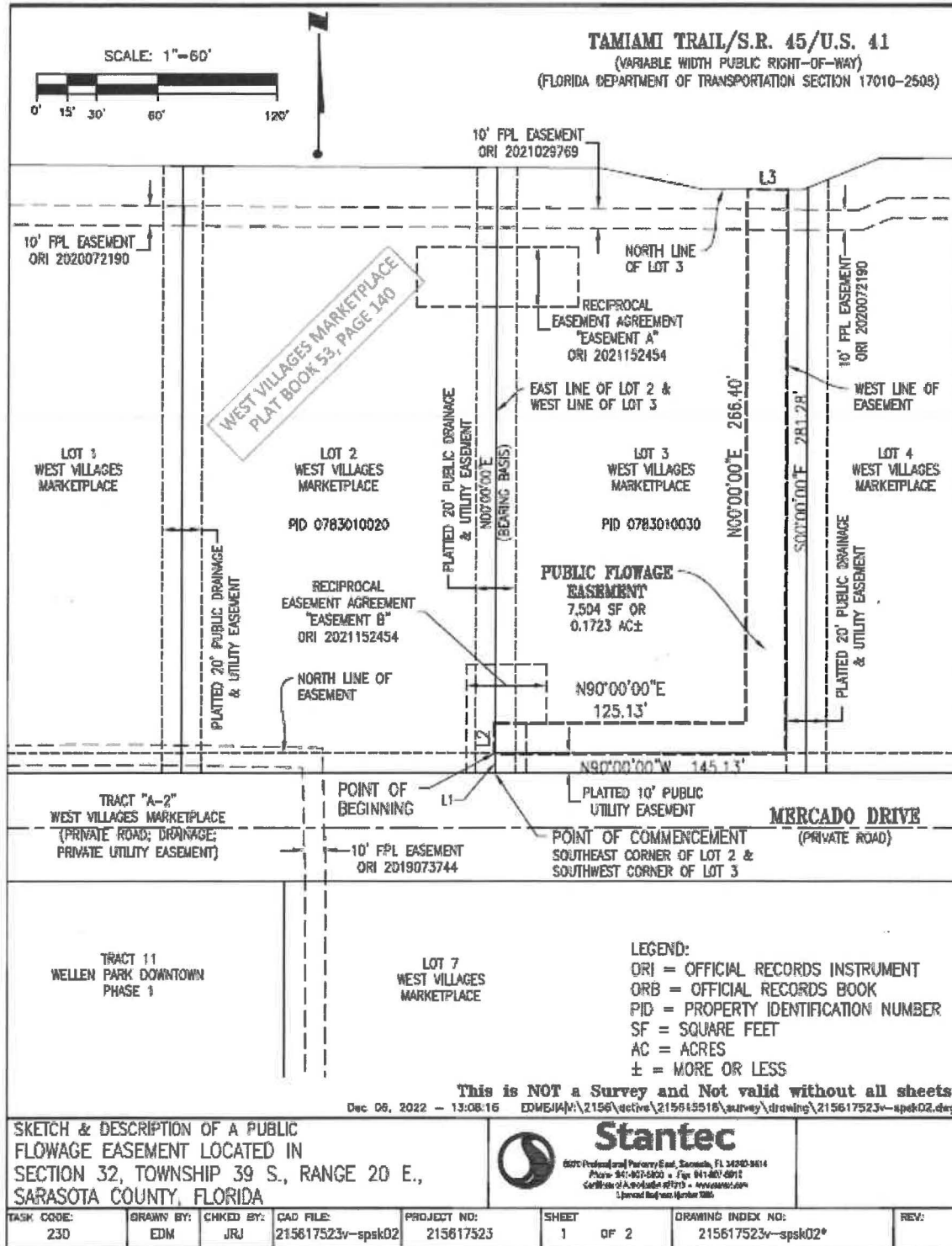
STATE OF FLORIDA  
COUNTY OF SARASOTA

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

\_\_\_\_\_  
Notary Public

\_\_\_\_ Personally Known OR \_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

EXHIBIT "A"  
(Easement Area)



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

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L3	S89°38'39"E	20.00'

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF LOT 2 AND WEST LINE OF LOT 3, BEING N00°00'00"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed  
by Joseph R  
Jasper

Date: 2022.12.07  
14:28:59 -05'00'

Joseph R. Jasper, P.S.M.  
Florida Registration No. 7168

Date of Signature

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

Dec 06, 2022 - 13:08:16 EDMERJ\N\2156\active\215617523v\survey\drawing\215617523v-spsk02.dwg

SKETCH & DESCRIPTION OF A PUBLIC FLOWAGE EASEMENT LOCATED IN SECTION 32, TOWNSHIP 39 S., RANGE 20 E., SARASOTA COUNTY, FLORIDA				 <b>Stantec</b> <small>8930 Professional Parkway East, Sarasota, FL 34240-3414          Phone: (941) 857-4800 • Fax: (941) 857-4813          Certificate of Authorization: K2703 • www.stantec.com          Licensed Professional Surveyors 7092</small>			
TASK CODE: 230	DRAWN BY: EDM	CHECKED BY: JRJ	CAD FILE: 215617523v-spsk02	PROJECT NO: 215617523	SHEET 2 OF 2	DRAWING INDEX NO: 215617523v-spsk02*	REV: