

**AFTER RECORDING RETURN TO:**

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Gray Robinson, P.A.  
101 E. Kennedy Boulevard, Suite 4000  
Tampa, Florida 33602

**FIRST AMENDMENT TO DRAINAGE EASEMENT AGREEMENT  
BETWEEN THE NORTH PORT ROAD AND DRAINAGE DISTRICT AND  
ADVENTHEALTH PORT CHARLOTTE, INC.  
AMENDING THE LOCATION OF THE DRAINAGE EASEMENT**

This *First Amendment* to the Drainage Easement Agreement amending the location of drainage easement (“*First Amendment*”) is made and entered into by and between AdventHealth Port Charlotte, Inc., a Florida non for profit corporation, successor in interest to MQ Coco Plum, LLC, a Florida limited liability company whose address is 10455 Riveredge Drive, Suite 250, Tampa, Florida 33637 (“*Grantor*”) and North Port Road and Drainage District, a Special District of the City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 (“*Grantee*”).

**WHEREAS**, on or around November 1, 2018, the parties entered into a Drainage Easement Agreement for a permanent non-exclusive drainage easement, recorded on December 6, 2018 in the official records of the Clerk of the Circuit Court for Sarasota County, Florida, Instrument No. 2018158549 (the “*Original Agreement*”); and

**WHEREAS**, Grantor, as the current fee simple owner of the burdened property known as 16101 Tamiami Trail (Parcel Number: 1002001090), is successor in interest to MQ Coco Plum, LLC; and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to amend the location of the drainage easement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this “*Agreement*” in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.

C. This First Amendment is effective as of the date the last party approves or executes it, as applicable (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

2. NEW EXHIBIT "A" -- EASEMENT AREA

Exhibit "A", attached hereto and incorporated herein, replaces Exhibit "A" of the Original Agreement, and is incorporated as if set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

ADVENTHEALTH PORT CHARLOTTE, INC., a Florida not  
for profit corporation, successor in interest to MQ  
Coco Plum, LLC, a Florida limited liability company

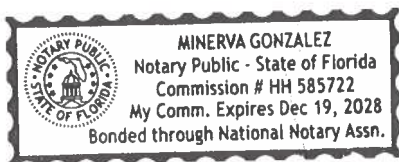
Russell F. Schroeder  
Print Name: Russell F. Schroeder  
Address: 2500 Harbor Port Charlotte FL  
33952

Terri Anderson  
Print Name: Terri Anderson  
Address: 2500 NE Harbor Blvd  
Port Charlotte, FL 33952

By: Adam Johnson  
Name: Adam Johnson  
Title: CEO

STATE OF FLORIDA  
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30 day of March, 2026, by Adam Johnson as CEO of ADVENTHEALTH PORT CHARLOTTE, INC., a Florida not for profit corporation, on behalf thereof, who  is personally known to me or  has produced \_\_\_\_\_ as identification.



Minerva Gonzalez  
Print Name: Minerva Gonzalez  
Notary Public, State of Florida  
My Commission Number: HH 585722  
My Commission Expires: 12-19-2028

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2026.

**GRANTEE:**

NORTH PORT ROAD AND DRAINAGE DISTRICT

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A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

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HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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MICHAEL FUINO, B.C.S.  
CITY ATTORNEY

Exhibit "A"

EASEMENT AREA

A 40 FOOT STRIP OF LAND LYING IN SECTIONS 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF CRANBERRY BOULEVARD, HAVING A WIDTH OF 100 FEET, WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45), HAVING A WIDTH OF 200 FEET; THENCE NORTH 51° 51' 48" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF U.S. 41, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 38° 08' 12" EAST, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID CRANBERRY BOULEVARD, A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 41 (SLATE ROAD NO. 45) ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 45, SECTION 01010-2510; THENCE RUN N51°51'48"W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 340.00 FEET TO A CAPPED IRON REBAR; THENCE RUN N51°42'27"W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 48.94 FEET TO A REBAR IRON, BEING THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1782.02 FEET AND A DELTA ANGLE OF 17°27'54"; THENCE RUN NORTHWESTWARDLY, ALONG SAID CURVE AND NORTHEASTERLY RIGHT-OF-WAY LINE, AN ARC LENGTH OF 543.20 FEET (CHORD BEARS N60°26'33"W, 541.10 FEET) TO A REBAR IRON; THENCE RUN N69°05'16"W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 106.00 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE N69°05'16"W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 40.00 FEET TO A POINT; THENCE RUN N20°43'21"E, 183.26 FEET TO A POINT; THENCE RUN N15°04'26"E, 61.39 FEET TO A POINT; THENCE RUN N23°49'30"E, 107.52 FEET TO A POINT; THENCE RUN N46°43'19"E, 99.93 FEET TO A POINT; THENCE RUN N33°00'27"E, 64.90 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COCOPLUM WATERWAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1941, PAGES 1 THRU 5, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE RUN S69°08'29"E, ALONG SAID RIGHT OF WAY LINE, 40.92 FEET TO A POINT; THENCE RUN S33°00'27"W, 78.32 FEET TO A POINT; THENCE RUN S46°43'19"W, 96.64 FEET TO A POINT; THENCE RUN S23°49'30"W, 96.36 FEET TO A POINT; THENCE RUN S15°04'26"W, 60.30 FEET TO A POINT; THENCE RUN S20°43'21"W, 185.37 FEET TO THE POINT OF BEGINNING.