



City of North Port

RESOLUTION NO. 2023-R-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING ACCESS AND UTILITY EASEMENTS IN WELLEN PARK IN SECTION 10, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; APPROVING THE EASEMENT AGREEMENT FOR GROUNDWATER WELLS; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Manasota Beach Ranchlands, LLLP (“Manasota”) owns two parcels in Wellen Park located in Section 10, Township 40 South, Range 20 East in Sarasota County, Florida (“Easement Areas); and

WHEREAS, the Easement Areas include the groundwater Well #93 and Well #94 of the City utilities; and

WHEREAS, Manasota and the City enter the *Easement Agreement* for the grant of the access and utility easements for the purpose of operation and maintenance of the City utilities; and

WHEREAS, the City Commission of the City of North Port, Florida finds that the agreement 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.

SECTION 2 – AGREEMENT AND ACCEPTANCE OF ACCESS AND UTILITY EASEMENTS

2.01 The City Commission approves the *Easement Agreement* attached as Exhibit A.

2.02 The City Commission hereby accepts the access and utility easements for wells #93 and #94 as described in the *Easement Agreement, 2023*.

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 executed *Easement Agreement* 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 _____, 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: \$78.00

Prepared by and return to:

Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
Attention: Nicole F. Christie, Esq.

EASEMENT AGREEMENT

This Easement Agreement is entered by and between **MANASOTA BEACH RANCHLANDS, LLLP**, a Florida limited liability limited partnership, whose post office address is 4901 Vineland Road, Suite 450, Orlando, FL 32811 (“Manasota”), and the **CITY OF NORTH PORT, FLORIDA** a municipal corporation of the State of Florida, whose mailing address is 4970 City Hall Boulevard, North Port, Florida 34286 (the “City”).

RECITALS

A. Manasota is the owner of certain real property located in Sarasota County, Florida, more particularly described and depicted in Exhibit “A” attached hereto (the “Well #93 Easement Area”).

B. Manasota is the owner of certain real property located in Sarasota County, Florida, more particularly described and depicted in Exhibit “B” attached hereto (the “Well #94 Easement Area”). The Well #93 Easement Area and the Well #94 Easement Area are collectively referred to herein as the “Easement Areas.”

C. The City is the owner of well permits for ground water wells identified as Well #93 and Well #94 (collectively the “Wells”), which are located within the Easement Areas.

D. Manasota has agreed to grant easements related to the Wells over the Easement Areas for the benefit of the City (collectively, the “Easements”), as set forth further herein.

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

1. Well #93 Easement. Manasota grants to the City a non-exclusive access and utilities easement over and across the Well #93 Easement Area for the maintenance, repair, and use of

the groundwater well identified as Well #93 for purposes of groundwater withdraw. The City shall maintain Well #93 in good condition and repair. In the event the City, or its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Well #93 Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, the City, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

2. Well #94 Easement. Manasota grants to the City a non-exclusive access and utilities easement over and across the Well #94 Easement Area for the maintenance, repair, and use of the groundwater well identified as Well #94 for purposes of groundwater withdraw. The City shall maintain Well #94 in good condition and repair. In the event the City, or its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Well #94 Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, the City, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

3. Buffer Easements and Restrictions. Consistent with federal, state, and local regulatory criteria, including without limitation Florida Administrative Code, Chapters 62-532 (Water Well Permitting and Construction Requirements) and 62-555 (Permitting, Construction, Operation, and Maintenance of Public Water Systems), as the same may be amended or re-numbered from time-to-time, the following buffer easements are hereby granted, and the following restrictions are hereby imposed:

(a) Manasota hereby grants to the City a non-exclusive buffer and utility easement within the one hundred (100) foot radius surrounding the head of each Well (“100’ Circular Buffer Easement”).

(b) The placement of domestic wastewater collection and transmission systems, storage areas for fertilizers, herbicides and pesticides, and intensive livestock feeding areas (greater than five (5) grazing animals per acre) are prohibited within the 100’ Circular Buffer Easements.

(c) Reclaimed water transmission lines, the application of reclaimed water, stormwater treatment facilities and other surface waters (e.g., lakes or ponds) are prohibited within the seventy-five (75) foot radius surrounding the head of each Well (“75’ Circular Buffer Easement”). Additionally, effective as of the time a Well is placed into use for public potable supply, fertilizers, herbicides, or pesticides shall not be applied within that Well’s 75’ Circular Buffer Easement.

4. Grant of Easement Only. Manasota is not conveying any fee simple interest in land or title thereto, but only granting the rights and Easements. Manasota reserves all right, title, interest, and privilege in and to the Easement Area for all purposes not inconsistent with the Easements.

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

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

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

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

In witness whereof, Manasota executed this Easement Agreement on the date below.

MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership

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

Print Name: _____

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

Print Name: _____

By: _____
Richard P. Severance, as its Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ 2022 by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, the manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, the general partner of **MANASOTA BEACH RANGLANDS, LLLP**, a Florida limited liability limited partnership, on behalf of the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on_____.

APPROVED by the City Commission of the City of North Port, Florida on _____, 202__.

CITY OF NORTH PORT, FLORIDA

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

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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

EXHIBIT "A"

(Description and Sketch – Well #93 Easement Area)

SKETCH OF DESCRIPTION PUBLIC UTILITY EASEMENT

DESCRIPTION:

A parcel of Land lying in Section 10, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northwest Corner of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°17'43"E., along the North line of said Section 10, a distance of 2306.81 feet; thence S.00°42'17"E., perpendicular to said North line of said Section 10, a distance of 49.07 feet to the South Right of Way line of Manasota Beach Road, as shown on Plat Book 55, Page 367 of the Public Records of Sarasota County, Florida, for a POINT OF BEGINNING; thence S.89°17'37"E., along said South Right of Way line, a distance of 16.00 feet; thence S.00°42'23"W., a distance of 30.00 feet; thence N.89°17'37"W., a distance of 42.00 feet; thence N.00°39'27"E., a distance of 40.00 feet; thence N.89°17'37"W., a distance of 65.00 feet; thence N.00°39'27"E., a distance of 40.00 feet; thence S.89°17'37"E., a distance of 7.00 feet; thence N.00°42'23"E., a distance of 30.00 feet to the POINT OF BEGINNING.

Parcel contains 3080 square feet, or 0.0707 acres more or less.

NOTES:

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown hereon.
2. Bearings shown hereon on are based on the North Line of Section 10, Township 40 South, Range 20 East, as being S.89°17'43"E.
3. The description shown hereon was prepared for this sketch.



Digitally signed
by RANDALL E
BRITT
Date: 2022.11.22
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Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

REVISED: JUNE 7, 2022

PREPARED FOR: MANASOTA BEACH RANCHLANDS, LLLP
DATE: <u>JANUARY 4, 2021</u>
JOB NUMBER: <u>20-11-32 E14</u>

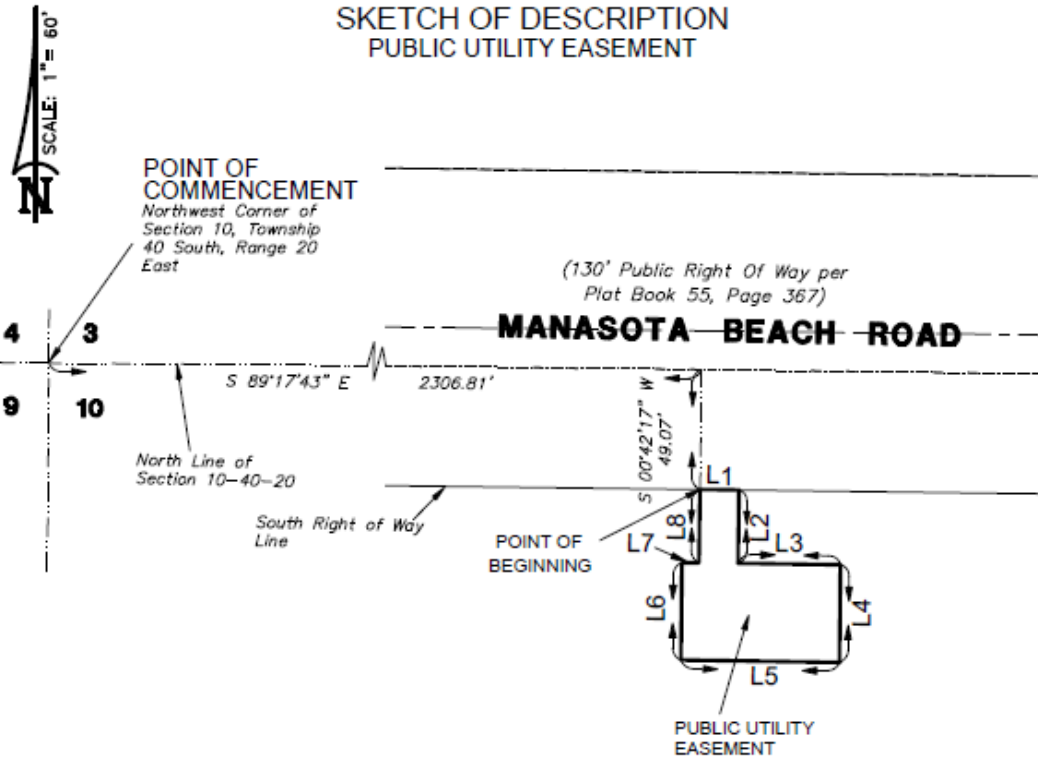


BRITT SURVEYING, INC.

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: bsl@brittsurveying.com

EXHIBIT "A"
 SKETCH OF DESCRIPTION
 PUBLIC UTILITY EASEMENT

SHEET 2 OF 2



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°17'37" E	16.00'
L2	S 00°42'23" W	30.00'
L3	N 89°17'37" W	42.00'
L4	N 00°39'27" E	40.00'
L5	N 89°17'37" W	65.00'
L6	N 00°39'27" E	40.00'
L7	S 89°17'37" E	7.00'
L8	N 00°42'23" E	30.00'

NOTES:

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown hereon.
2. Bearings shown hereon on are based on the North Line of Section 10, Township 40 South, Range 20 East, as being S.89°17'43"E.
3. The description shown hereon was prepared for this sketch.

REVISED: JUNE 7, 2022

PREPARED FOR: MANASOTA BEACH RANCLANDS, LLLP	 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: bsi@brittsurveying.com
DATE: <u>JANUARY 4, 2021</u> JOB NUMBER: <u>20-11-32 E14</u>	

EXHIBIT "B"

(Description and Sketch – Well #94 Easement Area)

SKETCH OF DESCRIPTION PUBLIC UTILITY EASEMENT

DESCRIPTION:

A parcel of Land lying in Section 9, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

COMMENCE at the Northwest Corner of Section 9, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.00°08'47"W., along the West line of said Section 9, a distance of 1668.76 feet; thence S.89°51'13"E., perpendicular to said West line of said Section 9, a distance of 1025.12 feet, same being a point on a curve to the right having a radius of 1355.00 feet, a central angle of 01°16'08", a chord bearing of S.75°59'20"E., and a chord length of 30.01 feet; thence along the arc of said curve, an arc length of 30.01 feet; thence S.15°26'59"W., a distance of 214.57 feet to a point on a curve to the left having a radius of 1194.00 feet, a central angle of 06°52'47", a chord bearing of S.12°00'36"W., and a chord length of 143.28 feet; thence along the arc of said curve, an arc length of 143.37 feet; thence S.81°11'59"E., a distance of 10.00 feet; thence S.08°47'56"W., a distance of 55.00 feet; thence N.81°11'59"W., a distance of 55.00 feet; thence N.08°48'01"E., a distance of 74.78 feet; thence N.81°12'04"W., a distance of 24.00 feet; thence N.08°47'56"E., a distance of 30.22 feet; thence S.81°11'59"E., a distance of 39.82 feet to a point on a curve to the right having a radius of 1224.00 feet, a central angle of 04°31'59", a chord bearing of N.13°11'00"E., and a chord length of 96.81 feet; thence along the arc of said curve, an arc length of 96.84 feet; thence N.15°26'59"E., a distance of 213.82 feet to the POINT OF BEGINNING.

Parcel contains 15293 square feet, or 0.3511 acres more or less.

NOTES:

- 1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown hereon.*
- 2. Bearings shown hereon on are based on the West Line of Section 9, Township 40 South, Range 20 East, as being S.00°08'47"W.*
- 3. The description shown hereon was prepared for this sketch.*



Digitally signed by
 RANDALL E BRITT
 DN: c=US, o=BRITT
 SURVEYING INC.,
 dnQualifier=A01410D00
 000178FF121CC3000FF9
 93, cn=RANDALL E BRITT
 Date: 2022.07.21
 14:53:34 -04'00'

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

REVISION: 07/21/22

PREPARED FOR:
 MANASOTA BEACH RANCLANDS, LLLP

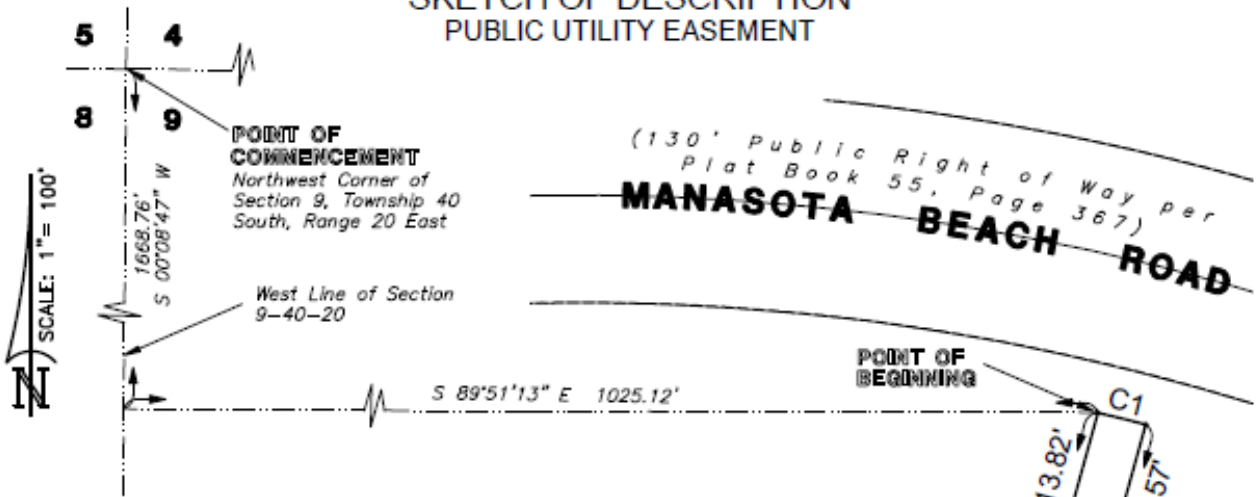
DATE: JANUARY 4, 2021
 JOB NUMBER: 20-11-32 E8



BRITT SURVEYING, INC.

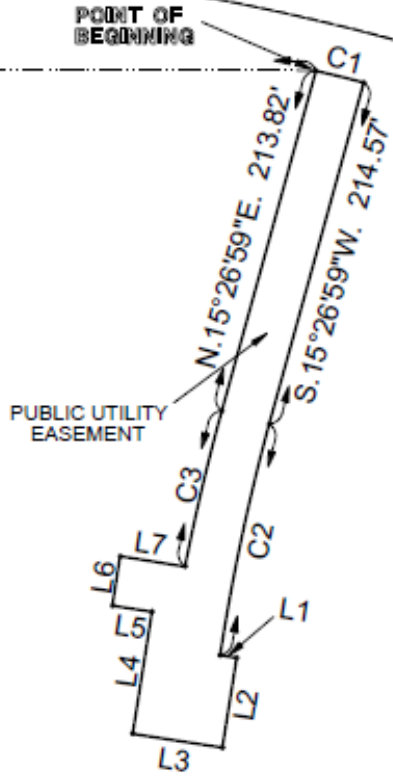
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 Telephone: (941) 493-1396 Fax: (941) 484-5766
 Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PUBLIC UTILITY EASEMENT



LINE TABLE

LINE	BEARING	DISTANCE
L1	S.81°11'59"E.	10.00'
L2	S.08°47'56"W.	55.00'
L3	N.81°11'59"W.	55.00'
L4	N.08°48'01"E.	74.78'
L5	N.81°12'04"W.	24.00'
L6	N.08°47'56"E.	30.22'
L7	S.81°11'59"E.	39.82'



NOTES:

1. This sketch does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown hereon.
2. Bearings shown hereon on are based on the West Line of Section 9, Township 40 South, Range 20 East, as being S.00°08'47"W.
3. The description shown hereon was prepared for this sketch.

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1355.00'	1°16'08"	S.75°59'20"E.	30.01'	30.01'
C2	1194.00'	6°52'47"	S.12°00'36"W.	143.28'	143.37'
C3	1224.00'	4°31'59"	N.13°11'00"E.	96.81'	96.84'

REVISION: 07/21/22
REVISION: 06/07/22

PREPARED FOR:
MANASOTA BEACH RANCHLANDS, LLLP

DATE: JANUARY 4, 2021

JOB NUMBER: 20-11-32 E8



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