



City of North Port

RESOLUTION NO. 2023-R-86

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING PERMANENT UTILITY EASEMENTS LOCATED ON PORTIONS OF PROPERTY LYING IN SECTIONS 32, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY FLORIDA, PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 0783020030; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, WP Venice, LLC, (“WP Venice”) owns a parcel of land located in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, bearing Parcel Identification Number 0783020030; and

WHEREAS, WP Venice desires to grant the City of North Port, Florida (the “City”) two *Permanent Sanitary Sewer Easements and one Permanent Water Main Easement* (together the “Easements”); and

WHEREAS, WP Venice and the City desire to execute easement agreements granting the City permanent, non-exclusive utility Easements over portions of the property further identified as Sarasota County Property Parcel Identification Number 0783020030 (the “Property”); and

WHEREAS, the Easements grant the City permanent, non-exclusive easements for the purpose of constructing, installing, maintaining, operating, repairing and replacing water distribution system facilities and sewerage collection system facilities, and equipment appurtenant to such facilities, whether above or below ground, with the right to reconstruct, improve, add to, enlarge and remove such facilities and equipment, in, over, and upon the Property; and

WHEREAS, the City Commission of the City of North Port, Florida finds that the Easements satisfy an immediate or future need of the City; 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 – RESOLUTION

- 2.01 The City Commission approves the *Permanent Sanitary Sewer Easement Agreement*, attached as Exhibit A, and accepts the utility easement described in the agreement.
- 2.02 The City Commission approves the *Permanent Water Main Easement Agreement*, attached as Exhibit B, and accepts the utility easement described in the agreement.
- 2.03 The City Commission approves the *Permanent Sanitary Sewer Easement Agreement*, attached as Exhibit C, and accepts the utility easement described in the agreement.
- 2.04 All exhibits attached to this resolution are incorporated by reference.

SECTION 3 – FILING OF DOCUMENTS

- 3.01 The City Clerk is directed to file a certified copy of this resolution as well as the executed 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 WP Venice will 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 December 12, 2023.

CITY OF NORTH PORT, FLORIDA

ALICE WHITE
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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

This instrument prepared by:
Barnes & Thornburg LLP (SRK)
225 South Sixth Street, Suite 2800
Minneapolis, Minnesota 55402

PERMANENT SANITARY SEWER EASEMENT AGREEMENT

This Permanent Sanitary Sewer Easement Agreement (“Agreement”) is entered by and between WP VENICE, LLC, a Delaware limited liability company, whose principal address is 533 South Third Street, Suite 100, Minneapolis, Minnesota 55415, (“Grantor”), 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 (“City”).

Grantor, for the sum of One Dollar and Zero Cents (\$1.00) and other valuable considerations, and in consideration of the mutual covenants herein contained, does hereby give and grant unto the City, a permanent non-exclusive easement and right-of-way (the “Easement”) in, over, under and across the property in Sarasota County, Florida, depicted and described on Exhibit A attached hereto (the “Easement Area”), for the purpose of ingress and egress, and the City’s installation, operation, maintenance, and repair or replacement of a sanitary sewer within the Easement Area. No such installation, operation, maintenance, or repair shall interfere with any existing facilities including, without limitation, those of West Villages Improvement District, or any improvements constructed by Grantor from time to time. Grantor reserves the right to relocate the Easement Area and the sanitary sewer facilities located therein at Grantor’s sole cost and expense and further provided such relocation does not disrupt or otherwise adversely impact any third party’s use of the City’s wastewater disposal system.

The installation of improvements within the Easement Area by the City shall be deemed acceptance by the City of the terms and conditions of this Agreement. 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 Grantor (and subsequent owners of the Easement Area) and the City, and their respective heirs, devisees, legal representatives, successors, and assigns. The Grantor is not conveying any land or title thereto, but only granting the Easement. The Grantor reserves all right, title, interest, and privilege in and to the Easement Area for all purposes not inconsistent with the Easement.

The City shall maintain and repair any improvements within the Easement Area. The City shall use all due care to protect the Easement Area and adjoining property from damage resulting from the City’s use of the Easement Area. In the event the City, or its employees, agents, assignees, contractors (or their subcontractors, employees, or materialmen), or representatives cause damage to the 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, plumbing facilities, pumps and

other structures or improvements of any kind. In no event shall the City, its employees, agents, licensees, invitees, contractors, and subcontractors, use the Easement Area for the storage of construction materials, vehicles, supplies, tools and equipment, or the erection of temporary construction buildings, storage sheds and shelters.

The City shall not permit (and shall promptly satisfy) any construction, mechanic's lien, or encumbrance against the Easement Area or other of the Grantor's property in connection with the exercise of its rights hereunder.

[balance of this page intentionally left blank; signature set forth on the following page]

IN WITNESS WHEREOF, Grantor has executed and delivered this Agreement as of the Effective Date.

WP VENICE LLC, a Delaware limited liability company

By: Johnathan Glass at WP Venice, LLC, a Delaware limited liability company, its Member

Title:

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2023, by _____ (name), as _____ (title) for _____ (entity).

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

APPROVED by the City Commission of the City of North Port, Florida on December 12, 2023.

CITY OF NORTH PORT, FLORIDA

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

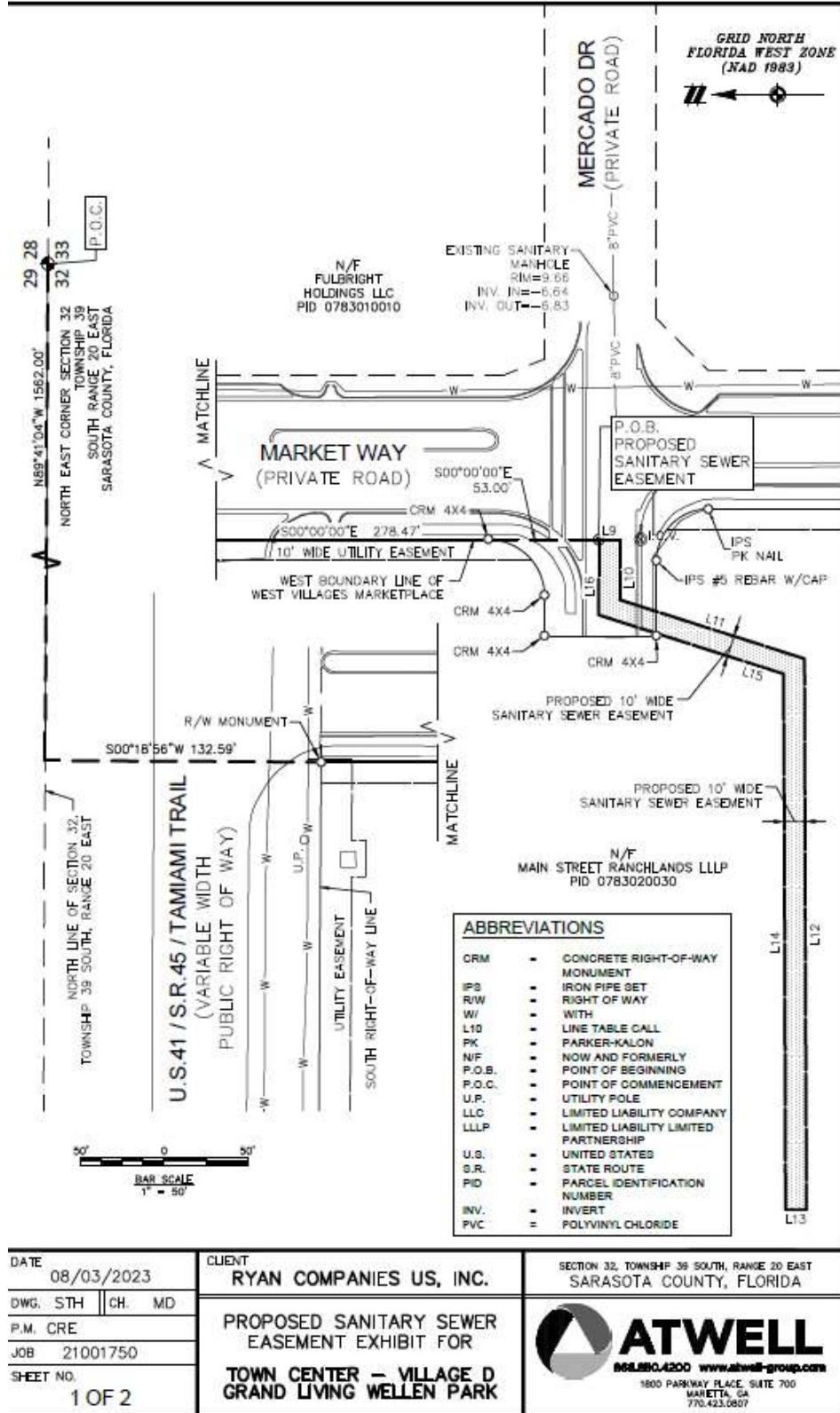
ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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

**EXHIBIT A TO PERMANENT SANITARY SEWER EASEMENT AGREEMENT
DEPICTION AND DESCRIPTION OF EASEMENT AREA**



**LEGAL DESCRIPTION
SANITARY SEWER EASEMENT**

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32;
 THENCE NORTH 89°41'04" WEST ALONG THE NORTH LINE OF
 SAID SECTION 32, A DISTANCE OF 1,562.00 FEET; THENCE
 SOUTH 00°18'56" WEST, A DISTANCE OF 132.59 FEET TO A
 POINT ON THE SOUTH RIGHT-OF-WAY LINE OF
 U.S.41/S.R.45/SOUTH TAMiami TRAIL (100 FOOT WIDE PUBLIC
 RIGHT-OF-WAY, FLORIDA DEPARTMENT OF TRANSPORTATION
 SECTION 17010-2508) RECORDED IN ROAD PLAT BOOK 1, PAGE
 1 AND ORDER OF TAKING, OFFICIAL RECORDS BOOK 1039, PAGE
 762 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA,
 THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 278.47 FEET
 TO A FOUND 4"x4" CONCRETE RIGHT-OF-WAY MONUMENT;
 THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 53.00 FEET
 TO A POINT BEING THE POINT OF BEGINNING;
 THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;
 THENCE NORTH 89°59'53" WEST, A DISTANCE OF 28.83 FEET;
 THENCE SOUTH 17°42'59" WEST, A DISTANCE OF 93.34 FEET;
 THENCE SOUTH 89°48'09" WEST, A DISTANCE OF 265.15 FEET;
 THENCE NORTH 00°11'59" WEST, A DISTANCE OF 10.00 FEET;
 THENCE NORTH 89°48'09" EAST, A DISTANCE OF 257.87 FEET;
 THENCE NORTH 17°42'59" EAST, A DISTANCE OF 93.37 FEET;
 THENCE SOUTH 89°59'53" EAST, A DISTANCE OF 36.13 FEET TO
 THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 3,873 SQUARE
 FEET, 0.089 ACRES.

| SANITARY SEWER EASEMENT LINE TABLE | | |
|---------------------------------------|-------------|---------|
| LINE # | BEARING | LENGTH |
| L9 | S00°00'00"E | 10.00' |
| L10 | N89°59'53"W | 28.83' |
| L11 | S17°42'59"W | 93.34' |
| L12 | S89°48'09"W | 265.15' |
| L13 | N00°11'59"W | 10.00' |
| L14 | N89°48'09"E | 257.87' |
| L15 | N17°42'59"E | 93.37' |
| L16 | S89°59'53"E | 36.13' |

| | | |
|---------------------|---|---|
| DATE 08/03/2023 | CLIENT RYAN COMPANIES US, INC. | SECTION 32, TOWNSHIP 39 SOUTH, RANGE 20 EAST SARASOTA COUNTY, FLORIDA |
| DWG. STH CH. MD | PROPOSED SANITARY SEWER EASEMENT EXHIBIT FOR TOWN CENTER – VILLAGE D GRAND LIVING WELLEN PARK |  ATWELL 888.880.4200 www.atwell-group.com 1800 PARKWAY PLACE, SUITE 700 MARIETTA, GA 770.423.0807 |
| P.M. CRE | | |
| JOB 21001750 | | |
| SHEET NO. 2 OF 2 | | |

This instrument prepared by:
Barnes & Thornburg LLP (SRK)
225 South Sixth Street, Suite 2800
Minneapolis, Minnesota 55402

PERMANENT WATER MAIN EASEMENT AGREEMENT

This Permanent Water Main Easement Agreement (“Agreement”) is entered by and between WP VENICE, LLC, a Delaware limited liability company, whose principal address is 533 South Third Street, Suite 100, Minneapolis, Minnesota 55415, (“Grantor”), 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 (“City”).

Grantor, for the sum of One Dollar AND Zero Cents (\$1.00) and other valuable considerations, and in consideration of the mutual covenants herein contained, does hereby give and grant unto the City, a permanent, non-exclusive easement and right-of-way (the “Easement”) in, over, under, and across the property in Sarasota County, Florida, depicted and described on Exhibit A attached hereto (each such portion of the property, an “Easement Area”), for the purpose of ingress and egress, and the City’s installation, operation, maintenance, and repair or replacement of a water main within each Easement Area. No such installation, operation, maintenance, or repair shall interfere with any existing facilities including, without limitation, those of West Villages Improvement District, or any improvements constructed by the Grantor from time to time. The Grantor reserves the right to relocate either or both Easement Area and the water main facilities located therein at the Grantor’s sole cost and expense and further provided such relocation does not disrupt or otherwise adversely impact any third party’s use of the City’s water system.

The installation of improvements within each Easement Area by the City shall be deemed acceptance by the City of the terms and conditions of this Agreement. 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 Grantor (and subsequent owners of each Easement Area) and the City, and their respective heirs, devisees, legal representatives, successors, and assigns. The Grantor is not conveying any land or title thereto, but only granting the Easement. The Grantor reserves all right, title, interest, and privilege in and to each Easement Area for all purposes not inconsistent with the Easement.

The City shall maintain and repair any improvements within each Easement Area. The City shall use all due care to protect each Easement Area and adjoining property from damage resulting from the City’s use of each Easement Area. In the event the City, or its employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to either 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, plumbing facilities,

pumps and other structures or improvements of any kind. In no event shall the City, its employees, agents, licensees, invitees, contractors, and subcontractors, use either Easement Area for the storage of construction materials, vehicles, supplies, tools and equipment, or the erection of temporary construction buildings, storage sheds and shelters.

The City shall not permit (and shall promptly satisfy) any construction, mechanic's lien, or encumbrance against each Easement Area or other of the Grantor's property in connection with the exercise of its rights hereunder.

[balance of this page intentionally left blank; signature set forth on the following page]

IN WITNESS WHEREOF, Grantor has executed and delivered this Agreement as of the Effective Date.

WP VENICE LLC, a Delaware limited liability company

By: Johnathan Glass at WP Venice, LLC, a Delaware limited liability company, its Member

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2023, by _____ (name), as _____ (title) for _____ (entity).

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

APPROVED by the City Commission of the City of North Port, Florida on December 12, 2023.

CITY OF NORTH PORT, FLORIDA

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

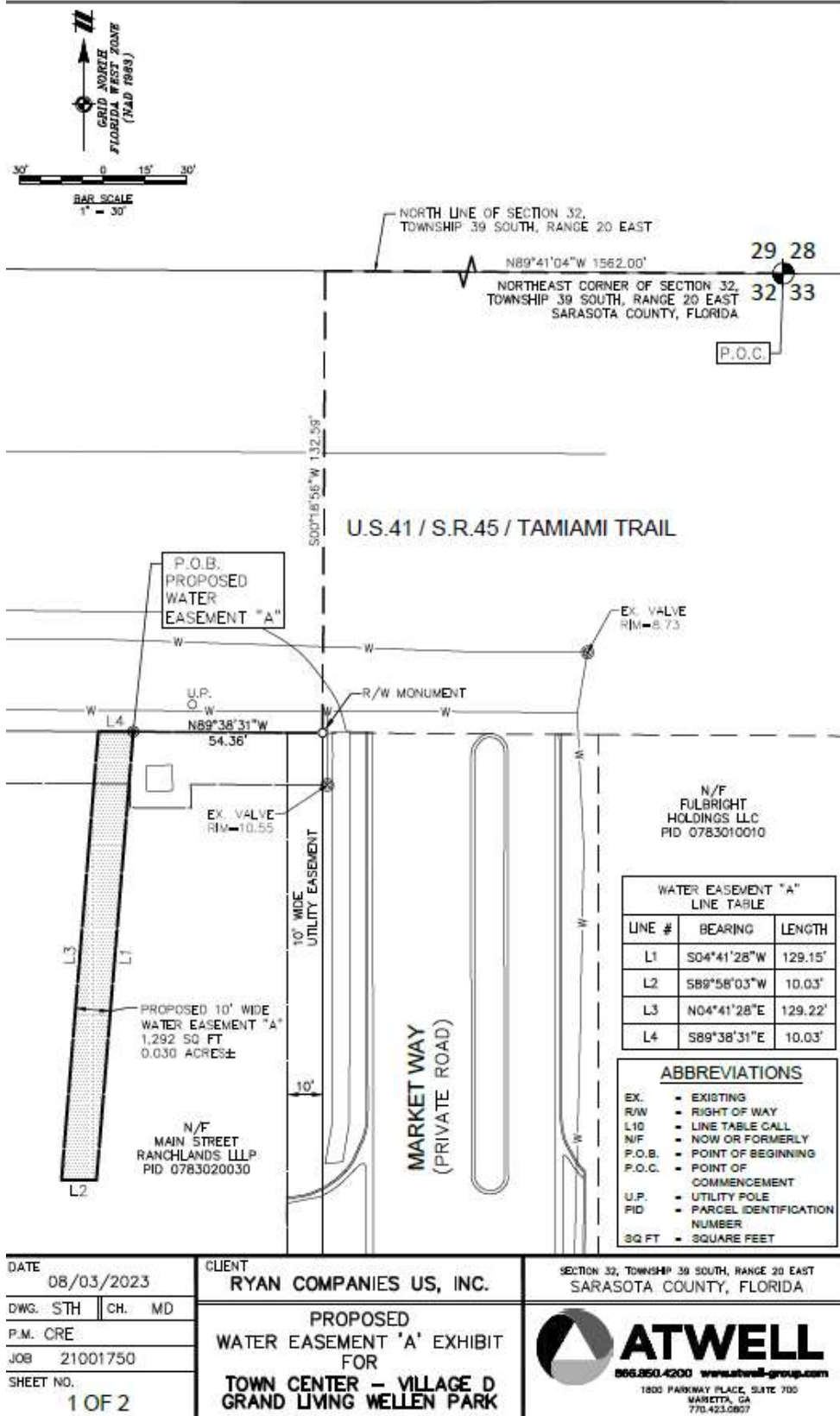
ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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

**EXHIBIT A TO PERMANENT WATER MAIN EASEMENT AGREEMENT
DEPICTION AND DESCRIPTION OF EACH EASEMENT AREA**



| | | |
|---------------------|--|---|
| DATE 08/03/2023 | CLIENT RYAN COMPANIES US, INC. | SECTION 32, TOWNSHIP 39 SOUTH, RANGE 20 EAST SARASOTA COUNTY, FLORIDA |
| DWG. STH CH. MD | PROPOSED WATER EASEMENT "A" EXHIBIT FOR TOWN CENTER - VILLAGE D GRAND LIVING WELLEN PARK | ATWELL 866.850.4200 www.atwell-group.com 1800 FAIRWAY PLACE, SUITE 700 MARIETTA, GA 30067 770.423.0807 |
| P.M. CRE | | |
| JOB 21001750 | | |
| SHEET NO. 1 OF 2 | | |

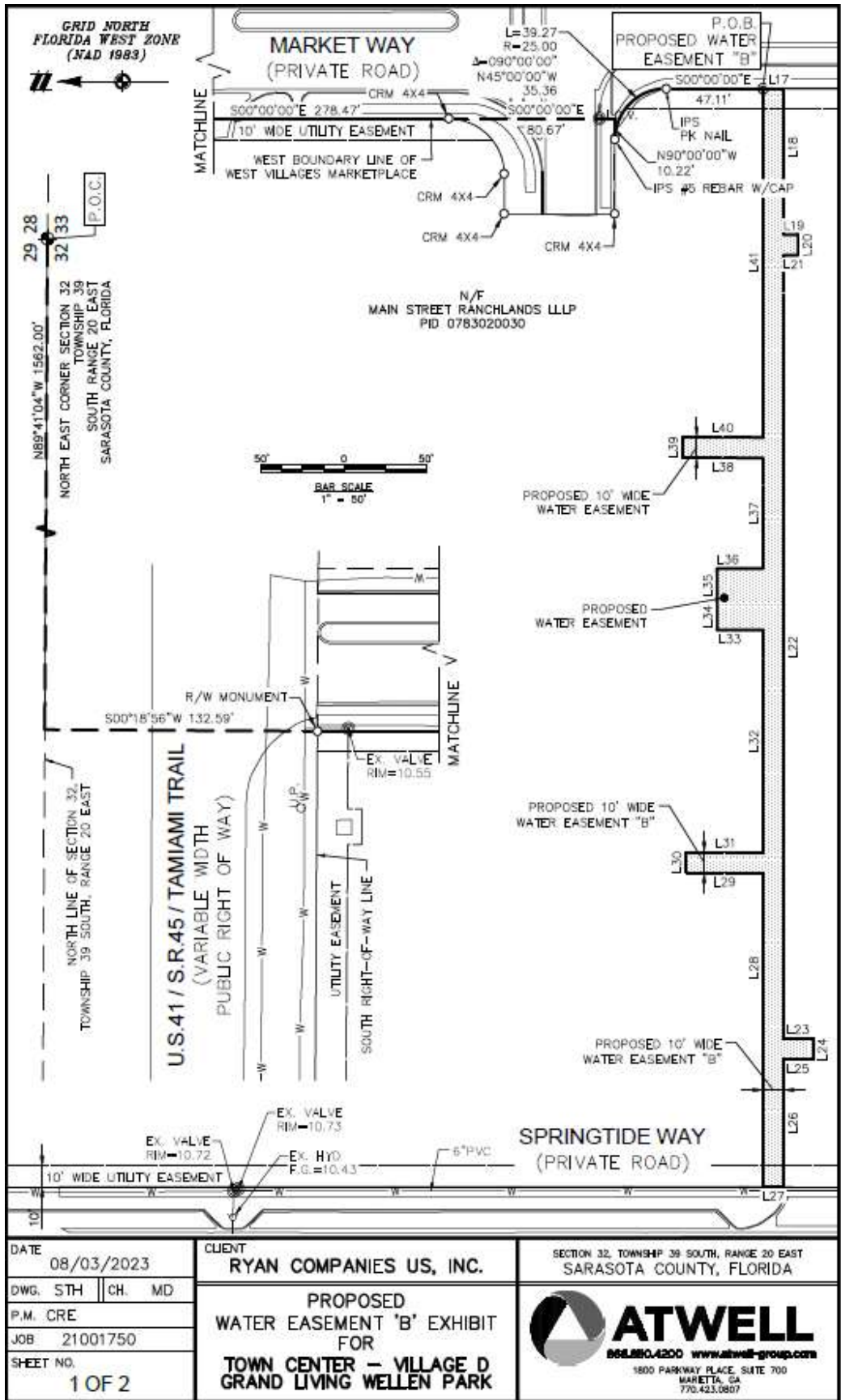
**LEGAL DESCRIPTION
WATER EASEMENT "A"**

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 39 SOUTH, RANGE 20 EAST; THENCE NORTH 89°41'04" WEST, ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 1562.00 FEET; THENCE SOUTH 00°18'56" WEST, 132.59 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE NORTH 89°38'31" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 54.36 TO THE POINT OF BEGINNING; THENCE SOUTH 04°41'28" WEST, 129.15 FEET; THENCE SOUTH 89°58'03" WEST, 10.03 FEET; THENCE NORTH 04°41'28" EAST, 129.22 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE SOUTH 89°38'31" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,292 SQUARE FEET OR 0.030 ACRES, MORE OR LESS.

| | | |
|---------------------|--|--|
| DATE 08/03/2023 | CLIENT RYAN COMPANIES US, INC. | SECTION 32, TOWNSHIP 39 SOUTH, RANGE 20 EAST SARASOTA COUNTY, FLORIDA |
| DWG. STH CH. MD | PROPOSED WATER EASEMENT 'A' EXHIBIT FOR TOWN CENTER – VILLAGE D GRAND LIVING WELLEN PARK |  ATWELL 888.850.4200 www.atwell-group.com 1800 PARKWAY PLACE, SUITE 700 MARIETTA, GA 770.423.0807 |
| P.M. CRE | | |
| JOB 21001750 | | |
| SHEET NO. 2 OF 2 | | |



**LEGAL DESCRIPTION
WATER EASEMENT "B"**

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32;
 THENCE N.89°41'04"WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 1,562.00 FEET; THENCE SOUTH 00°18'56"WEST, A DISTANCE OF 132.59 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. 41/S.R.45/SOUTH TAMiami TRAIL (100 FOOT WIDE PUBLIC RIGHT-OF-WAY, FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 17010-2508) RECORDED IN ROAD PLAT BOOK 1, PAGE 1 AND ORDER OF TAKING, OFFICIAL RECORDS BOOK 1039, PAGE 762 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
 THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 278.47 FEET TO A POINT; THENCE SOUTH 00°00'00"EAST, A DISTANCE OF 80.67 FEET TO A POINT; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 10.22 FEET TO A POINT; THENCE 39.27 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 45°00'00"EAST, AND A CHORD DISTANCE OF 35.36 FEET TO A POINT; THENCE SOUTH 00°00'00"EAST, 47.11 FEET TO A POINT, BEING THE POINT OF BEGINNING;
 THENCE, FROM SAID POINT OF BEGINNING, SOUTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;
 THENCE SOUTH 89°59'40" WEST, A DISTANCE OF 71.03 FEET;
 THENCE SOUTH 00°15'16" EAST, A DISTANCE OF 7.02 FEET;
 THENCE SOUTH 89°44'44" WEST, A DISTANCE OF 10.00 FEET;
 THENCE NORTH 00°15'16" WEST, A DISTANCE OF 7.06 FEET;
 THENCE SOUTH 89°59'40" WEST, A DISTANCE OF 381.54 FEET;
 THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 14.22 FEET;
 THENCE SOUTH 89°59'23" WEST, A DISTANCE OF 10.00 FEET;
 THENCE NORTH 00°00'37" WEST, A DISTANCE OF 14.22 FEET;
 THENCE SOUTH 89°59'40" WEST, A DISTANCE OF 61.98 FEET;
 THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;
 THENCE NORTH 89°59'40" EAST, A DISTANCE OF 152.96 FEET;
 THENCE NORTH 00°00'00" EAST, A DISTANCE OF 37.39 FEET;
 THENCE NORTH 90°00'00" EAST, A DISTANCE OF 10.00 FEET;
 THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 37.39 FEET;
 THENCE NORTH 89°59'40" EAST, A DISTANCE OF 108.12 FEET;
 THENCE NORTH 00°00'00" EAST, A DISTANCE OF 22.42 FEET;
 THENCE NORTH 89°59'05" EAST, A DISTANCE OF 13.66 FEET;
 THENCE NORTH 90°00'00" EAST, A DISTANCE OF 16.19 FEET;
 THENCE SOUTH 00°06'20" EAST, A DISTANCE OF 22.42 FEET;
 THENCE NORTH 89°59'40" EAST, A DISTANCE OF 53.90 FEET;
 THENCE NORTH 00°01'46" EAST, A DISTANCE OF 39.20 FEET;
 THENCE NORTH 90°00'00" EAST, A DISTANCE OF 10.00 FEET;
 THENCE SOUTH 00°01'46" WEST, A DISTANCE OF 39.19 FEET;
 THENCE NORTH 89°59'40" EAST, A DISTANCE OF 169.68 FEET TO THE POINT OF BEGINNING.

| WATER EASEMENT "B" LINE TABLE | | |
|----------------------------------|-------------|---------|
| LINE # | BEARING | LENGTH |
| L17 | S00°00'00"E | 10.00' |
| L18 | S89°59'40"W | 71.03' |
| L19 | S00°15'16"E | 7.02' |
| L20 | S89°44'44"W | 10.00' |
| L21 | N00°15'16"W | 7.06' |
| L22 | S89°59'40"W | 381.54' |
| L23 | S00°00'37"E | 14.22' |
| L24 | S89°59'23"W | 10.00' |
| L25 | N00°00'37"W | 14.22' |
| L26 | S89°59'40"W | 61.98' |
| L27 | N00°00'00"E | 10.00' |
| L28 | N89°59'40"E | 152.96' |
| L29 | N00°00'00"E | 37.39' |
| L30 | N90°00'00"E | 10.00' |
| L31 | S00°00'00"E | 37.39' |
| L32 | N89°59'40"E | 108.12' |
| L33 | N00°00'00"E | 22.42' |
| L34 | N89°59'05"E | 13.66' |
| L35 | N90°00'00"E | 16.19' |
| L36 | S00°06'20"E | 22.42' |
| L37 | N89°59'40"E | 53.90' |
| L38 | N00°01'46"E | 39.20' |
| L39 | N90°00'00"E | 10.00' |
| L40 | S00°01'46"W | 39.19' |
| L41 | N89°59'40"E | 169.68' |

SAID TRACT OR PARCEL OF LAND CONTAINING 6,994 SQUARE FEET, 0.160 ACRES.

| ABBREVIATIONS | | | | | |
|---------------|---|--------------------------------|------|---|---------------------------------------|
| CRM | - | CONCRETE RIGHT-OF-WAY MONUMENT | LLC | - | LIMITED LIABILITY COMPANY |
| IPB | - | IRON PIPE SET | LLLP | - | LIMITED LIABILITY LIMITED PARTNERSHIP |
| R/W | - | RIGHT OF WAY | U.S. | - | UNITED STATES |
| W | - | WITH | S.R. | - | STATE ROUTE |
| L10 | - | LINE TABLE CALL | PID | - | PARCEL IDENTIFICATION NUMBER |
| PK | - | PARKER-KALON | INV. | - | INVERT |
| N/F | - | NOW AND FORMERLY | PVC | - | POLYVINYL CHLORIDE |
| P.O.B. | - | POINT OF BEGINNING | EX. | - | EXISTING |
| P.O.C. | - | POINT OF COMMENCEMENT | HYD | - | FIRE HYDRANT |
| U.P. | - | UTILITY POLE | | | |

| | | |
|---------------------|---|---|
| DATE 08/03/2023 | CLIENT RYAN COMPANIES US, INC. | SECTION 32, TOWNSHIP 39 SOUTH, RANGE 20 EAST SARASOTA COUNTY, FLORIDA |
| DWG. STH CH. MD | PROPOSED WATER EASEMENT 'B' EXHIBIT FOR TOWN CENTER - VILLAGE D GRAND LIVING WELLEN PARK |  ATWELL 866.880.4200 www.atwell-group.com 1800 PARKWAY PLACE, SUITE 700 MARIETTA, GA 770.423.0807 |
| P.M. CRE | | |
| JOB 21001750 | | |
| SHEET NO. 2 OF 2 | | |

This instrument prepared by:
Barnes & Thornburg LLP (SRK)
225 South Sixth Street, Suite 2800
Minneapolis, Minnesota 55402

PERMANENT SANITARY SEWER EASEMENT AGREEMENT

This Permanent Sanitary Sewer Easement Agreement (“Agreement”) is entered by and between WP VENICE, LLC, a Delaware limited liability company, whose principal address is 533 South Third Street, Suite 100, Minneapolis, Minnesota 55415, (“Grantor”), 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 (“City”).

Now, therefore, in consideration of the mutual covenants herein contained and other good and valuable consideration in hand paid by the parties to one another, the sufficiency and receipt of which are hereby expressly acknowledged, the parties hereby agree as follows:

1. **Easement.** Grantor grants the City a non-exclusive permanent sanitary sewer easement for the construction, installation, maintenance, operation, and repair of underground water, sanitary sewer, storm sewer, power, gas, telephone, electric, and cable television (the “Easement”), under the area depicted on Exhibit A as a Public Utility Easement (“Easement Area”). No such construction, installation, maintenance, operation, or repair shall interfere with any existing facilities including, without limitation, those of West Villages Improvement District, or any improvements constructed by the Grantor from time to time.

2. **Maintenance and Damage.** The City shall maintain and repair any improvements within the Easement Area. The City shall use all due care to protect the Easement Area and adjoining property from damage resulting from the City’s use of the Easement Area. In the event the City, or their respective employees, agents, assignees, contractors (or their subcontractors, employees, or materialmen), or representatives cause damage to the 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, plumbing facilities, pumps and other structures or improvements of any kind. In no event shall the City, their employees, agents, licensees, invitees, contractors and subcontractors, use the Easement Area for the storage of construction materials, vehicles, supplies, tools and equipment, or the erection of temporary construction buildings, storage sheds and shelters.

3. **Liens.** The City shall not permit (and shall promptly satisfy) any construction, mechanic’s lien, or encumbrance against the Easement Area or other of the Grantor’s property in connection with the exercise of its rights hereunder.

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

5. **Binding Effect.** The installation of improvements within the Easement Area by the City shall be deemed acceptance by the City of the terms and conditions of this Agreement. 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 Grantor (and subsequent owners of the Easement Area) and the City, and its 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.

[balance of this page intentionally left blank; signature set forth on the following page]

IN WITNESS WHEREOF, the Grantor has executed and delivered this Agreement as of the Effective Date.

WP VENICE LLC, a Delaware limited liability company

By: Johnathan Glass at WP Venice, LLC, a Delaware limited liability company, its Member

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2023, by _____ (name), as _____ (title) for _____ (entity).

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

APPROVED by the City Commission of the City of North Port, Florida on December 12, 2023.

CITY OF NORTH PORT, FLORIDA

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

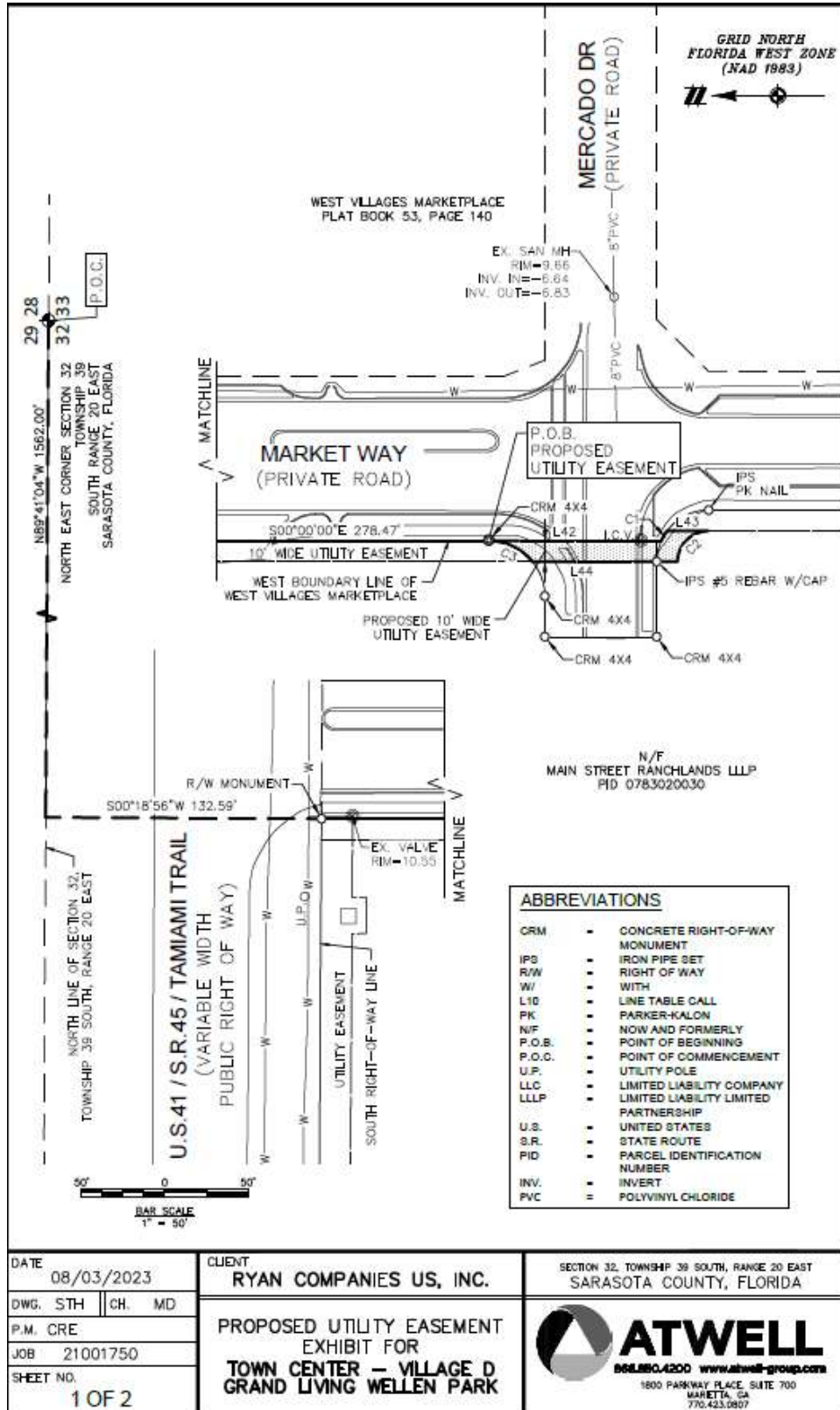
ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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

**EXHIBIT A TO PERMANENT UTILITY EASEMENT AGREEMENT
DEPICTION AND DESCRIPTION OF EASEMENT AREA**



**LEGAL DESCRIPTION
10' WIDE UTILITY EASEMENT**

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32; THENCE NORTH 89°41'04" WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 1,562.00 FEET; THENCE SOUTH 00°18'56" WEST, A DISTANCE OF 132.59 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S.41/S.R.45/SOUTH TAMiami TRAIL (100 FOOT WIDE PUBLIC RIGHT-OF-WAY, FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 17010-2508) RECORDED IN ROAD PLAT BOOK 1, PAGE 1 AND ORDER OF TAKING, OFFICIAL RECORDS BOOK 1039, PAGE 762 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 278.47 FEET TO A FOUND 4"X4" CONCRETE RIGHT-OF-WAY MONUMENT BEING THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 82.85 FEET TO A POINT; THENCE 5.57 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.81 FEET, A CHORD BEARING OF SOUTH 59°28'35" EAST AND A CHORD DISTANCE OF 5.55 FEET TO A POINT; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE 23.34 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 44°35'01" WEST, AND A CHORD DISTANCE OF 21.06 FEET TO A POINT; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 69.75 FEET TO A POINT; THENCE 23.98 FEET ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 26.89 FEET, A CHORD BEARING OF NORTH 25°32'40" EAST, AND A CHORD DISTANCE OF 23.19 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 840 SQUARE FEET, 0.019 ACRES.

| UTILITY EASEMENT LINE TABLE | | |
|--------------------------------|-------------|--------|
| LINE # | BEARING | LENGTH |
| L42 | S00°00'00"E | 82.85' |
| L43 | S00°00'19"W | 20.00' |
| L44 | N00°00'00"E | 69.75' |

| CURVE TABLE | | | | | |
|-------------|--------|--------|-----------|--------------|--------|
| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
| C1 | 5.57' | 24.81' | 12°51'06" | S59°28'35"E | 5.55' |
| C2 | 23.34' | 15.00' | 89°10'01" | N44°35'01"W | 21.06' |
| C3 | 23.98' | 26.89' | 51°05'20" | N25°32'40"E | 23.19' |

| | | |
|---------------------|--|---|
| DATE 08/03/2023 | CLIENT RYAN COMPANIES US, INC. | SECTION 32, TOWNSHIP 39 SOUTH, RANGE 20 EAST SARASOTA COUNTY, FLORIDA |
| DWG. STH CH. MD | PROPOSED UTILITY EASEMENT EXHIBIT FOR TOWN CENTER -- VILLAGE D GRAND LIVING WELLEN PARK |  ATWELL 866.890.4200 www.atwell-group.com 1800 PARKWAY PLACE, SUITE 700 MARIETTA, GA 770.423.0807 |
| P.M. CRE | | |
| JOB 21001750 | | |
| SHEET NO. 2 OF 2 | | |

Permanent Sanitary Sewer Agreement