



City of North Port

RESOLUTION NO. 2024-R-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, APPROVING TWO AGREEMENTS FOR THE EXCHANGE OF EASEMENTS LOCATED ON PORTIONS OF THREE PARCELS LYING IN SECTIONS 29 AND 30, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY FLORIDA, PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS 0996-00-2000, 0996-00-1000, AND 0996-00-1004; ACCEPTING VARIOUS EASEMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Waters at North Port, LLC (“Waters”) owns a parcel of land located in Section 29 and 30, Township 39 South, Range 21 East, Sarasota County, Florida, bearing Parcel Identification Number 0996-00-2000 (“Waters Property”); and

WHEREAS, 5400 Group, LLC, (“5400 Group”) owns a parcel of land located in Section 30, Township 39 South, Range 21 East, Sarasota County, Florida, bearing Parcel Identification Number 0996-00-1000 (“5400 Group Property”); and

WHEREAS, the City of North Port, Florida (“City”) owns a parcel of land located in Section 29 and 30, Township 39 South, Range 21 East, Sarasota County, Florida, bearing Parcel Identification Number 0996-00-1004 (“City Property”); and

WHEREAS, the City desires to grant certain easements to Waters, and 5400 Group in exchange for various easements for access, drainage, utilities, construction, grading, and maintenance; and

WHEREAS, the City and Waters desire to execute an easement agreement (“Waters Agreement”) for the easements located on the City Property and the Waters Property; and

WHEREAS, the City and 5400 Group desire to execute an easement agreement (“5400 Group Agreement”) for the easements located on the 5400 Group Property and the City 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 – APPROVAL OF AGREEMENTS

2.01 The City Commission approves the *Agreement to Exchange Easements for Access, Construction, Drainage, and Utilities* with The Waters of North Port, LLC, attached as Exhibit A; providing for the conveyance of easements described in the agreement.

2.02 The City Commission approves the *Agreement to Exchange Easements for Access, Construction, Drainage, and Utilities with 5400 Group, LLC*, attached as Exhibit B, providing for the conveyance of easements described in the agreement.

2.02 All exhibits attached to this resolution are incorporated by reference.

SECTION 3 – ACCEPTANCE AND APPROVAL OF EASEMENTS

3.01 The exchanged easements for The Waters Agreement are accepted and approved as follows:

- a. *Public Access Easement;*
- b. *Entrance Easement;*
- c. *Utilities Easement;*
- d. *Drainage Pond No. 1 Easement;*
- e. *Grade and Mowing Maintenance Easement;*
- f. *Drainage Easements; and*
- g. *Emergency Access Easement.*

3.02 The exchanged easements for 5400 Group LLC are accepted and approved as follows:

- a. *Public Access, Drainage, Construction and Maintenance Easement; and*
- b. *Drainage Easement.*

SECTION 4 - FILING OF DOCUMENTS

4.01 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.

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 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 November 12, 2024.

CITY OF NORTH PORT, FLORIDA

ALICE WHITE
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

Record: \$
Doc Tax: \$0.70

Prepared by:
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NorthPortCityAttorney@nothportfl.gov

**AGREEMENT TO EXCHANGE EASEMENTS FOR ACCESS, GRADING,
CONSTRUCTION, DRAINAGE, UTILITIES AND MAINTENANCE**

THIS AGREEMENT TO EXCHANGE EASEMENTS FOR ACCESS, GRADING, CONSTRUCTION, DRAINAGE, UTILITIES AND MAINTENANCE ("Agreement") is by and between The Waters at North Port, LLC, a Florida limited liability limited company ("Waters"), whose post office address is 4770 Iberia Ave, Suite 100, Dallas, TX 75207, and the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida ("City"), whose post office address is 4970 City Hall Boulevard, North Port, Florida 34286.

RECITALS:

- A. Waters is the owner of land proposed for a residential community and located in Sarasota County, Florida, described in the attached Exhibit "A" ("Waters Property").
- B. The City is constructing the Utilities Administration Building and Facilities on the adjacent land located in Sarasota County, more particularly described in Exhibit "B" ("City Property").
- C. Waters and the City agree to jointly use the access roadway, a drainage pond located on the Waters Property ("Drainage Pond No. 1"), a drainage pond located on the City Property ("Drainage Pond No. 2"), various related drainage systems; and sanitary sewer utilities systems, and emergency access which are designed to serve the City Property and the Waters Property as provided in this Agreement and described in the attached Exhibits "C" through "I".
- D. Waters and the City agree to exchange easements located on the Waters Property and on the City Property for the mutual benefit of each property owner, as described in this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration and the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE I: RECITALS AND EFFECTIVE DATE

- 1.1 Recitals.** The above recitals are true and correct and form a material part of this Agreement.
- 1.2 Effective Date.** This Agreement becomes effective on the date approved by City Commission (“Effective Date”).

ARTICLE II: EASEMENTS GRANTED TO THE CITY

Waters at North Port LLC hereby grants to the City of North Port, Florida the following easements:

2.1 Public Access Easement.

A non-exclusive, perpetual eighty foot wide (80’) public access easement (“Public Access Easement”) for the purpose of vehicular and pedestrian ingress and egress on, over, and across the Waters Property between Pan American Boulevard and the City Property as described in Exhibit “C” (“Public Access Easement Area”) for the access, and construction of the access road now known as Children Way. This Public Access Easement is hereby granted for the purpose of providing access and utility improvements between Pan American Boulevard and the City Property for, including paved roadway, sidewalk, drainage, landscaping, potable water, sanitary sewer, all utilities facilities, and other improvements (“Public Access Improvements”) for the operations of the Utilities Administration Building and Facilities from time to time for the City, and its respective guests, agents, employees, representatives, invitees, contractors, and servicemen (collectively, “City Parties”). The Public Access Easement shall be for the benefit of and appurtenant to the City Property, as now existing or as may be constructed. Waters reserves to itself, and its successors and assigns, rights to this Public Access Easement Area which are not inconsistent with the purpose of this Agreement. The City will have the right but not the obligation to construct and maintain the roadway, utilities, drainage, and other improvements, as consistent with the Public Access Easement as platted and publicly dedicated.

2.2 Entrance Access, Construction and Maintenance Easement.

A non-exclusive, perpetual access easement (“Entrance Easement”) for vehicular and pedestrian ingress and egress on, over, and across the portion of the Waters property described in Exhibit “D” (“Entrance Easement Area”) for the purpose of access, construction and maintenance of access and utilities improvements in the Entrance Easement Area. The Entrance Easement is hereby granted for the purpose of access, construction and maintenance of paved roadway, sidewalk, drainage, landscaping, potable water, sanitary sewer, all utilities facilities, and other improvements for service to the adjoining City Property, including buildings, facilities, and improvements (“Entrance Access Improvements”) for the operations of the Utilities Administration Building and Facilities from time to time for the City Parties. The Entrance Easement shall be for the benefit of and appurtenant to the City Property, as it exists and as it may be hereafter developed. Waters reserves to itself, and its successors and assigns, rights to the easement area which are not inconsistent with the purpose of this Agreement. The City will have the right but not the obligation to construct and maintain the Entrance Easement Area and

any other improvements, as consistent with the Entrance Easement Area as platted and publicly dedicated.

2.3 Utilities, Construction, and Maintenance Easement.

A perpetual utilities, construction, and maintenance easement (“Utilities Easement”) for the purpose of vehicular and pedestrian ingress and egress on, over, and across the Waters Property for the construction and maintenance of sanitary sewage lift station and related utilities pipes and other improvements on the property collectively described in Composite Exhibit “E” (“Utilities Easement Area”). The Utilities Easement is hereby granted for the purpose of providing access to and from, construction on, and maintenance of the utilities facilities and improvements (“Lift Station Improvements”) serving the Utilities Administration Building and Facilities, including equipment, pipes, and structures for utilities facilities, and improvements for the operations from time to time for the City Parties. The Utilities Easement shall be for the benefit of and appurtenant to the City Property, as now existing or as may be hereafter developed. Waters reserves to itself, and its successors and assigns, rights to this Utilities Easement Area which are not inconsistent with the purpose of this Agreement. The City will have the right but not the obligation to construct the Lift Station Improvements and any other related improvements.

2.4 Drainage Pond No. 1, Access, Construction, and Maintenance Easement.

A nonexclusive perpetual access, drainage, construction and maintenance easement (“Drainage Pond No. 1 Easement”) for the purpose of vehicular and pedestrian ingress and egress on, over and across the Waters Property for the construction and maintenance of Drainage Pond No. 1, and appurtenant pipes, structures, grading, other drainage improvements and maintenance access area (collectively, “Drainage Pond No. 1 Improvements”) on the portion of the Waters Property described in Exhibit “F” (“Drainage Pond No. 1 Easement Area”). The Drainage Pond No. 1 Easement is hereby granted for the purpose of providing to the City Parties access to and from, construction on, and maintenance of the Drainage Pond No. 1 Improvements. The Drainage Pond No. 1 Easement shall be for the benefit of and appurtenant to the City Property, as now existing or as may be hereafter developed. Waters reserves to itself, and its successors and assigns, rights to this Drainage Pond No. 1 Easement Area which are not inconsistent with the purpose of this Agreement.

ARTICLE III: EASEMENTS GRANTED TO WATERS AT NORTH PORT, LLC

The City of North Port, Florida hereby grants to Waters at North Port, LLC the following easements:

3.1 Drainage Easements.

Nonexclusive perpetual access, and drainage easements (collectively, “Drainage Easements”) on, over and across the City Property described in Composite Exhibit “G” (“Drainage Easement Areas”) for the purposes of:

- a. Underground drainage pipes and other drainage improvements on, over and across the Drainage Easements Areas between Drainage Pond No. 1 and Drainage Pond No. 2; and

- b. Drainage Pond No. 2 Easement, including all appurtenant pipes, structures, grading, and other drainage improvements (collectively “Drainage Pond No. 2 Improvements”) on, over and across the Drainage Easement Areas.
- c. Underground drainage pipes and other drainage improvements on, over and across the Drainage Easement Areas between Drainage Pond No. 2 and its terminus.

The Drainage Easements are hereby granted for the purpose of providing stormwater drainage systems to serve the City Property and the Waters Property. The Drainage Easements shall be for the mutual benefits of and appurtenant to the City Property and the Waters Property as now existing or as may be hereafter developed. The City reserves to itself, and its successor and assigns, rights to the Drainage Easement Areas which are not inconsistent with the purpose of this Agreement.

3.2 Drainage, Access, and Maintenance Easement for maintenance of the grade and mowing for Drainage Pond No. 1.

A nonexclusive drainage, access, and maintenance easement for the maintenance of the grade and mowing adjacent to the Drainage Pond No. 1 (“Drainage, Access, and Maintenance Easement”) on, over and across the City Property described in Exhibit “H” (“Drainage Access and Maintenance Easement Area”) for access, and maintenance of the grade and mowing for the Drainage Pond No. 1. The Drainage, Access, and Maintenance Easement for the maintenance of the grade and mowing adjacent to Drainage Pond No. 1 shall be for the benefit of and appurtenant to the Waters Property, as now existing or as may be hereafter developed. The City reserves to itself, and its successors and assigns, rights to the Grade and Mowing Easement Area which are not inconsistent with the purpose of this Agreement.

3.3 Emergency Fire and Rescue Services Access Easement.

A nonexclusive perpetual emergency fire and rescue services access easement (“Emergency Access Easement”) for the limited purpose of emergency vehicular ingress and egress on, over and across the City Property described in Exhibit “I” (“Emergency Access Easement Area”) for fire, rescue and other emergency response vehicles and equipment. The Emergency Access Easement is hereby granted for the purpose of providing a stabilized access to and from, the Waters Property. The Emergency Access Easement shall be for the benefit of and appurtenant to the Waters Property, as now existing or as may be hereafter developed. The City reserves to itself, and its successors and assigns, rights to the Emergency Access Easement Area which are not inconsistent with the purpose of this Agreement.

ARTICLE IV: WATERS – CONSTRUCTION OBLIGATION, COST, AND MAINTENANCE

4.1 Construction Obligations:

- a. Waters will construct the improvements in accordance with the approved plans and permits for the improvements as provided in the Major Site and Development Plan approved by Development Order for MAS-23-086 issued August 14, 2024, which plans are on file with the

Development Services Department and consistent with all required permits. The improvements include the following:

- i. Public Access Easement Area. Waters agrees to construct all required public road, sidewalk, drainage, potable water, sanitary sewer and other related utilities, lights, landscaping and other required improvements for a dedicated right of way (collectively, "Public Access Improvements"); and to complete the improvements in not more than five hundred forty (540) calendar days after the Effective Date of this Agreement; and
- ii. Entrance Easement Area. Waters agrees to construct the Entrance Easement Area improvements pursuant to the plans approved by the Development Order for MAS-23-086 Entrance Access Improvements; and complete the Entrance Access Improvements in not more than five hundred forty (540) calendar days after the Effective Date of this Agreement; and
- iii. Lift Station Improvements. Waters agrees to construct the Lift Station Improvements pursuant to plans approved by the Development Order for MAS-23-086; and complete the Lift Station Improvements in not more than one year after the Effective Date of this Agreement. Upon completion of the lift station, Waters must transfer to the City of North Port all right, title, ownership of the lift station improvements, equipment and related pipes and other facilities, including plans, specifications, manuals, warranties and other documents for the lift station improvements certified for use and all operations. The transfer must be approved by resolution of the City Commission accepting the lift station improvements and related maintenance.

4.2 Maintenance Obligations.

Waters, and its successors, and assigns must maintain:

- a. The grade and mowing for Drainage Pond No. 1 Improvements; and
- b. The Public Access Improvements and the Entrance Access Improvements until dedicated to the public and accepted for maintenance.

4.3 Cost Obligations.

Waters is responsible for the costs of construction and maintenance described in this Section, except as otherwise provided in the Agreement for cost reimbursement.

ARTICLE V: CITY CONSTRUCTION OBLIGATION, COST, AND MAINTENANCE

5.1 Construction Obligations:

- a. City will construct and maintain the stormwater system improvements consistent with the approved plans and permits, and emergency access described in following easements areas:

- i. Drainage Pond No. 1 Easement Area pursuant to Southwest Florida Water Management District approved plans and App ID/Permit No: 875231/43030239.002 (“Drainage Plans”), except as otherwise provided in this Agreement for maintenance by Waters. Prior to construction, the City shall obtain the Drainage Plans approval from Southwest Florida Water Management District and a permit for the Drainage Plans (“Drainage Permit”);
 - ii. All collective Drainage Easement Areas.
 - iii. Emergency Access Easement Area consisting of an emergency access surface for emergency vehicular access and complete such improvements prior to issuance of the Certificate of Occupancy for the Utilities Administration Building and Facilities and other related facilities.
- b. City is not obligated to construct the Lift Station Improvements; and the potable water and sanitary sewer improvements serving the Utilities Administration Building and Facilities.

5.2 Maintenance Obligations for dedicated improvements: After the following improvements are dedicated to the public for maintenance, the City will maintain the improvements:

- a. The Lift Station Improvements;
- b. The Public Access Improvements; and
- c. The Entrance Access Improvements.

5.3 Maintenance Obligations for Drainage Area Improvements

Following completion, the City shall maintain Drainage Pond No. 1 Improvements, and Drainage Pond No. 2 Improvements, except for the grading and mowing of Drainage Pond No. 1 which will be Waters’ obligation as provided in this Agreement.

5.4 Construction and Maintenance Cost

The City will be responsible for the cost of construction and maintenance for Drainage Pond No. 1 Improvements, Drainage Pond No. 2 Improvements, and other drainage systems located in the Drainage Easements Areas described in this Agreement.

ARTICLE VI: ADDITIONAL CITY RIGHTS

The Lift Station Improvements and the utilities, including potable water and sanitary sewer pipes, connections, and other related utilities systems as located in the Public Access Easement Area and the Entrance Easement Area are essential to the operation of the Utilities Administration Building and Facilities. To avoid delay in the commencement of utilities operations, the parties agree that the City must have the rights as follows:

6.1 Lift Station Improvements and other utilities improvements.

- a. The City has the right to complete the Lift Station Improvements if Waters does not complete the Lift Station Improvements as described in this Agreement. The City will provide Waters written notice at least thirty (30) days before the City commences construction to complete the Lift Station Improvements. Upon the City's request, Waters must provide the City, its agents, contractors, and assign a Notice to Owner as required by Florida Statutes Section 713.06 for the City's construction.
- b. The City has the right to complete the other utilities improvements located in the Public Access Easement Area and the Entrance Easement Area.

6.2 Assignment of plans and permits. By execution of this agreement Waters assigns the City rights to use all construction plans and permits for the construction of the Public Access Improvements, the Entrance Access Improvements, and the Lift Station Improvements. This assignment shall not diminish Waters rights to utilize the plans and permits except as the exercise of the rights would conflict with this section.

ARTICLE VII: REIMBURSEMENTS

7.1 City Reimbursement. After acceptance of the Lift Station Improvements from Waters by adoption of a City Commission resolution, the City will reimburse Waters fifty percent (50%) of the actual cost to construct the Lift Station Improvements, on the condition that Waters provides the City copies of all construction invoices and any other documentation and fully responds to questions that the City and the Finance Department may reasonably request that Waters provide. Payment will be made forty-five 45 days after receipt of all requested documentation.

7.2 Waters Reimbursement. If the City completes the construction of any or all of the Public Access Improvements, the Entrance Access Improvements, and the Lift Station Improvements, then Waters will reimburse the City fifty percent (50%) of the actual cost to construct the Lift Station Improvements, on the condition that the City provides Waters copies of all construction invoices and any other documentation and responds to questions that Waters may reasonably request that the City provide. The City will be released from all reimbursement obligations upon notice to Waters of the City's intent to commence construction of any or all of the Public Access Improvements, the Entrance Access Improvements, and Lift Station Improvements.

ARTICLE VIII: INDEMNITY

To the fullest extent of and without waiving sovereign immunity, the parties hereby indemnify and agree to hold the other party 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 either party 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 either party to this Agreement.

ARTICLE IX: INSURANCE

Waters and the City must keep and maintain at all times during the term of this Agreement, at each party's sole expense, a comprehensive general liability insurance policy over the easement area insuring both parties with coverage in an amount of not less than \$1,000,000. Upon the written request of a party, the other party must furnish a certificate, or such other evidence of such insurance as may be reasonably requested by a party. City reserves the right to increase the coverage upon written notice to Waters, their successors and assigns.

ARTICLE X: NOTICES

Any notice, demand, communication, or request required or permitted by this Agreement must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Agreement and e-mailed to:

As to the City: Michael Acosta, P.E., Project Manager
City of North Port Utilities Department
5930 Sam Shapos Way
North Port, Florida 33287
941-628-8179
macosta@northportfl.gov

With copies of claims
and demands sent to: City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, Florida 34286
northportcityattorney@northportfl.gov

As to Waters: Waters of North Port, LLC
Michael Nguyen
President and CEO
4770 Iberia Ave., Suite 100
Dallas, TX 75207
(469) 206-8903
mnguyen@atlantichousing.org

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of Waters and the City.

ARTICLE XI: TERMINATION

11.1 Termination for non-Appropriation.

- a. The parties acknowledge and agree that the financial obligations of the City in this Agreement, or any subsequent Agreement entered into or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Agreement does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.
- b. Any termination must be effective by delivery to Waters of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.

11.2 Court proceedings.

The City Manager or designee reserves the right to terminate this Agreement in the event Waters is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for Waters, or an assignment is made for the benefit of creditors.

11.3 Easements not terminable. The easements granted in this exchange agreement are perpetual and will not terminate.

ARTICLE XII: COVENANT RUNNING WITH THE LAND

Each of the easements, covenants, conditions, restrictions, rights and obligations provided in this Agreement run with the land and create equitable servitudes in favor of the real property benefited. Every person having any fee, leasehold, interest or other right or obligation in the properties is bound by this Agreement which inures to the benefit of the parties and their successors, assigns, heirs, and trustees. This Agreement supersedes any easements, covenants, restrictions, rights and obligations provided in the *Shared Infrastructure, Easement and Maintenance Agreement* dated December 20, 2021 and recorded in Sarasota County, Florida in Official Records Instrument # 2021230844.

ARTICLE XIII : ATTORNEYS FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party must be reimbursed all costs, expenses, and reasonable attorneys' fees through all proceedings, at both trial and appellate levels.

ARTICLE XIV: REMEDIES

In the event of a default or breach of the Agreement terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

ARTICLE XV: MISCELLANEOUS

- 15.1 Authority to execute.** The signature by any person to the Agreement is deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business entity for which the person purport to act in the Agreement.
- 15.2 Binding Affect.** The terms of this Agreement shall be binding on the successors, heirs and assigns of both parties. In the event of a sale or conveyance by an owner of its fee simple interest in such property (other than the granting of a mortgage), the owner so conveying such interest shall be relieved, from and after the date of transfer, of all obligations and liabilities accruing provided in this Agreement.
- 15.3 Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida. The venue of any action brought to enforce or construe this Agreement shall be Sarasota County, Florida.
- 15.4 No agency.** Nothing contained in the Agreement is deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision, or any acts of the parties are deemed to create any relationship between them other than that as detailed in this Agreement.
- 15.5 Severability.** In the event any court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either part of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- 15.6 Headings.** The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.

- 15.7 Complete Agreement.** This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- 15.8 Amendment.** No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement will require approval by the City Commission. The City Commission hereby authorizes the City Manager or designee to approve and execute all amendments on behalf of the City that do not change the City's financial obligations under this Agreement.
- 15.9 Assignment.** Prior to the completion of Waters' construction obligations in this Agreement, Waters may not assign this Agreement or any right or responsibility without the written consent of the City. Upon dedication and recording of plat for the Public Access Improvements, the Entrance Access Improvements, and the Lift Station Improvements intended for dedication, Waters may assign this Agreement without the consent of the City. The bonding or completion of the improvements and the recording of the plat will signify the completion of Waters' obligations in this Agreement, except for the continuing obligations for maintenance.
- 15.10 Public Records.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

[the remainder of this page intentionally left blank]

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

WITNESSES:

Witness Name: _____
Address: _____

Witness Name: _____
Address: _____

THE WATERS OF NORTH PORT, LLC

By: _____

Name: Michael Nguyen

Title: President and CEO

Address:

4770 Iberia Ave, Suite 100

Dallas, TX 75207

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2024, by Michael Nguyen, President and CEO on behalf of the entity. 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 _____.

This Agreement was approved by the City of North Port City Commission on _____, 2024.

WITNESSES:

CITY OF NORTH PORT, FLORIDA

Witness Name: _____
Mailing Address: _____

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER
4970 City Hall Boulevard
North Port, Florida 34286

Witness Name: _____
Mailing Address: _____

ATTEST

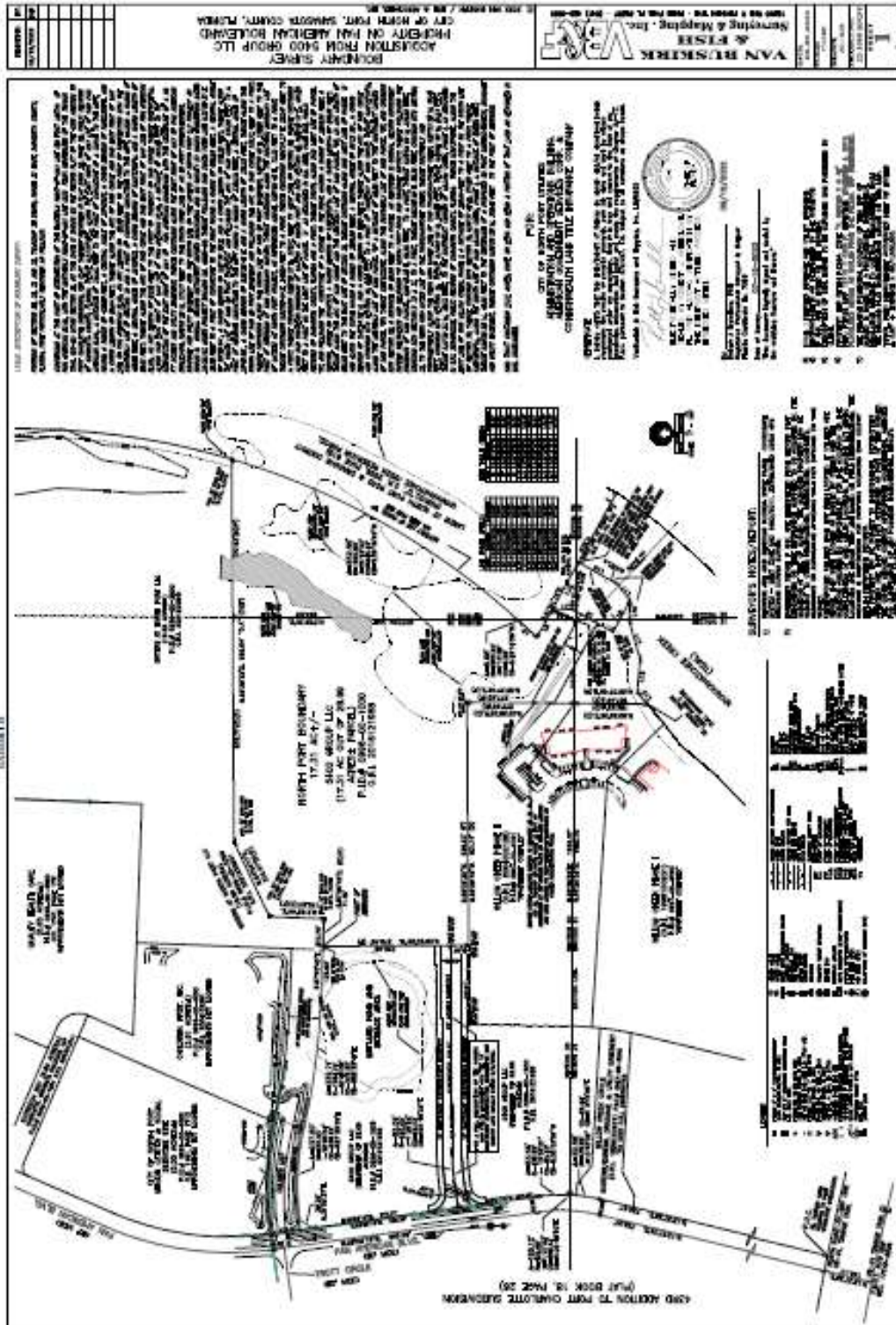
HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN
INTERIM CITY ATTORNEY

EXHIBIT B TO AGREEMENT TO EXCHANGE EASEMENTS FOR ACCESS, GRADING, CONSTRUCTION, DRAINAGE, AND UTILITIES

CITY PROPERTY - SURVEY

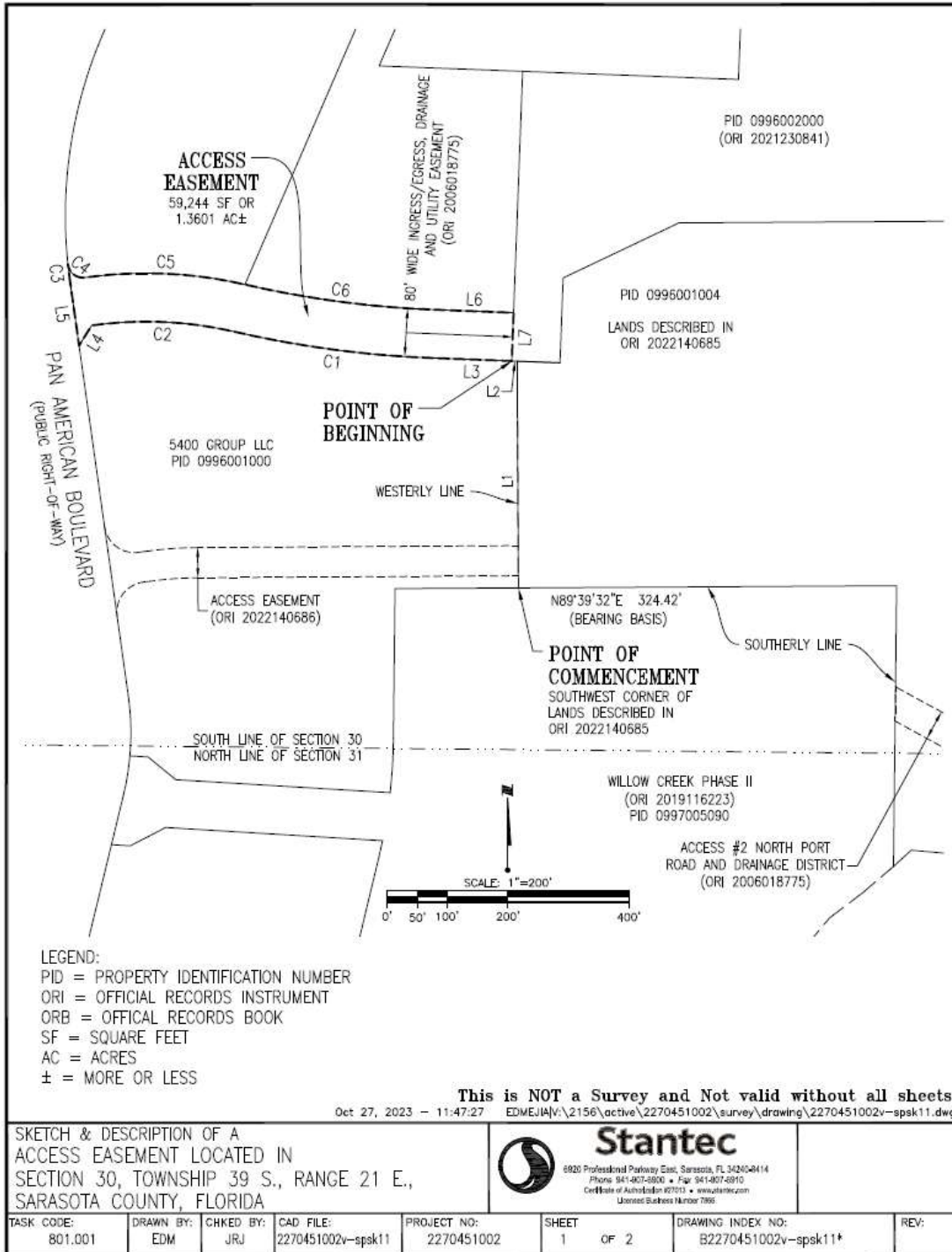


Agreement to Exchange Easements For Access, Grading, Construction, Drainage, Utilities, and Maintenance – Waters of North Port LLC

EXHIBIT C TO AGREEMENT TO EXCHANGE EASEMENTS FOR ACCESS, GRADING, CONSTRUCTION, DRAINAGE, AND UTILITIES

WATERS AT NORTH PORT – PUBLIC ACCESS EASEMENT – CHILDREN’S WAY

EXHIBIT C



Agreement to Exchange Easements For Access, Grading, Construction, Drainage, Utilities, and Maintenance – Waters of North Port LLC

EXHIBIT C

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

A tract of land of lying in Section 30, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.00°20'28"W. along the westerly line of said lands, a distance of 375.48 feet; thence N.87°50'45"W., a distance of 8.86 feet to the POINT OF BEGINNING; thence continue N.87°50'45"W. along said line, a distance of 130.76 feet to a point of curvature of a curve to the right having a radius of 1,764.74 feet and a central angle of 10°48'08"; thence Westerly along the arc of said curve, a distance of 332.71 feet, to the point of curvature of a reverse curve to the left having a radius of 650.01 feet and a central angle of 20°56'04"; thence Westerly along the arc of said curve, a distance of 237.50 feet, to the end of said curve; thence S.32°06'20"W., a distance of 39.39 feet to a point on the easterly right-of-way line of Pan American Boulevard; the following two (2) calls are along said easterly right-of-way line: (1) thence N.08°00'16"W., a distance of 110.12 feet to the point of curvature of a non-tangent curve to the right, having a radius of 760.00 feet and a central angle of 01°57'29"; (2) thence Northerly along the arc of said curve, a distance of 25.97 feet, said curve having a chord bearing and distance of N.07°02'03"W., 25.97 feet, to the point of curvature of a non-tangent curve to the left, having a radius of 25.00 feet and a central angle of 91°55'01"; thence Southeasterly along the arc of said curve, a distance of 40.11 feet, said curve having a chord bearing and distance of S.52°00'49"E., 35.94 feet, to the point of curvature of a reverse curve to the right having a radius of 730.00 feet and a central angle of 20°56'12"; thence Easterly along the arc of said curve, a distance of 266.75 feet, to the point of curvature of a reverse curve to the left having a radius of 1,684.74 feet and a central angle of 10°48'08"; thence Easterly along the arc of said curve, a distance of 317.63 feet, to the point of tangency of said curve; thence S.87°50'16"E., a distance of 130.73 feet; thence S.02°07'58"W., a distance of 80.01 feet to the POINT OF BEGINNING.

Containing 59,244 square feet or 1.3601 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'28"W	375.48'
L2	N87°50'45"W	8.86'
L3	N87°50'45"W	130.76'
L4	S32°06'20"W	39.39'
L5	N08°00'16"W	110.12'
L6	S87°50'16"E	130.73'
L7	S02°07'58"W	80.01'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1,764.74'	10°48'08"	332.71'	332.22'	N82°26'41"W
C2	650.01'	20°56'04"	237.50'	236.18'	N87°30'39"W
C3	760.00'	1°57'29"	25.97'	25.97'	N07°02'03"W
C4	25.00'	91°55'01"	40.11'	35.94'	S52°00'49"E
C5	730.00'	20°56'12"	266.75'	265.27'	S87°30'14"E
C6	1,684.74'	10°48'08"	317.63'	317.16'	S82°26'12"E

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 SOUTHERLY LINE, BEING N89°39'32"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed
by Joseph R
Jasper
Date: 2023.10.30
11:22:13 -04'00'

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

Date of Signature

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

Oct 27, 2023 - 11:47:27 EDMEJIA\j\2156\active\2270451002\survey\drawing\2270451002v-spsk11.dwg

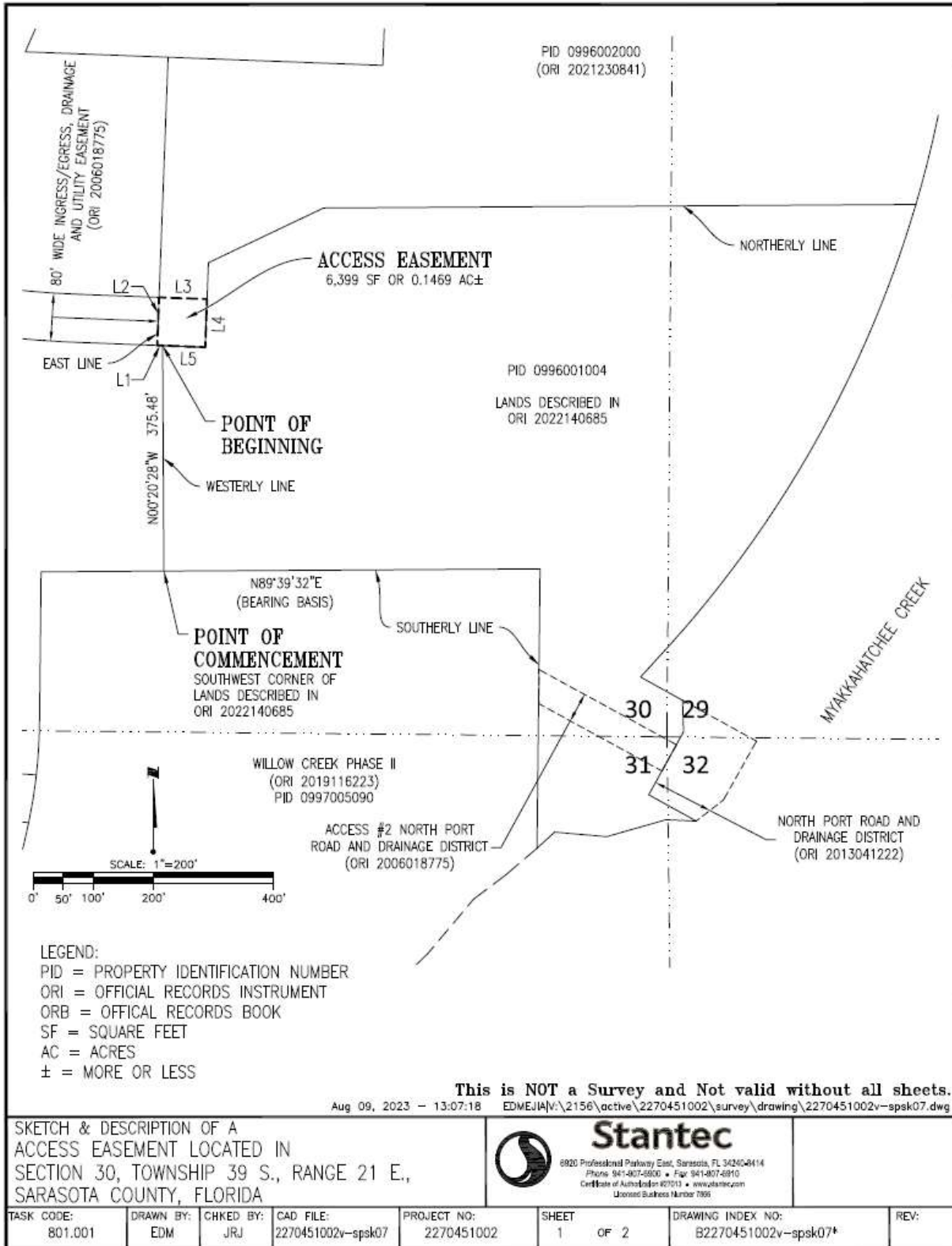
SKETCH & DESCRIPTION OF A
ACCESS EASEMENT LOCATED IN
SECTION 30, TOWNSHIP 39 S., RANGE 21 E.,
SARASOTA COUNTY, FLORIDA



TASK CODE: 801.001	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 2270451002v-spsk11	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v-spsk11*	REV:
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EXHIBIT D TO AGREEMENT TO EXCHANGE EASEMENTS FOR ACCESS, GRADING, CONSTRUCTION, DRAINAGE, AND UTILITIES

WATERS AT NORTH PORT PROPERTY- ENTRANCE EASEMENT



Agreement to Exchange Easements For Access, Grading, Construction, Drainage, Utilities, and Maintenance – Waters of North Port LLC

EXHIBIT D

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

A tract of land of lying in Section 30, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.00°20'28"E. along the westerly line of said lands, a distance of 375.48 feet to the POINT OF BEGINNING; thence N.87°50'45"W., a distance of 8.86 feet to the east line of an 80' wide ingress/egress, drainage and utility easement recorded in Official Records Instrument Number 2006018775 of said Public Records; thence N.02°07'58"E. along said east line, a distance of 80.01 feet; thence S.87°50'16"E., a distance of 80.00 feet; the following two (2) calls are along the abovementioned westerly line of said lands: (1) thence S.02°09'44"W., a distance of 80.00 feet; (2) thence N.87°50'45"W., a distance of 71.10 feet to the POINT OF BEGINNING.

Containing 6,399 square feet or 0.1469 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°50'45"W	8.86'
L2	N02°07'58"E	80.01'
L3	S87°50'16"E	80.00'
L4	S02°09'44"W	80.00'
L5	N87°50'45"W	71.10'

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 SOUTHERLY LINE, BEING N89°39'32"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed
by Joseph R
Jasper

Date: 2024.09.30

08:30:45 -04'00' Date of Signature

Joseph R. Jasper,
Florida Registration No. 7168

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

Aug 09, 2023 - 13:07:18 EDM\EJA\2156\active\2270451002\survey\drawing\2270451002v-spsk07.dwg

SKETCH & DESCRIPTION OF A
ACCESS EASEMENT LOCATED IN
SECTION 30, TOWNSHIP 39 S., RANGE 21 E.,
SARASOTA COUNTY, FLORIDA

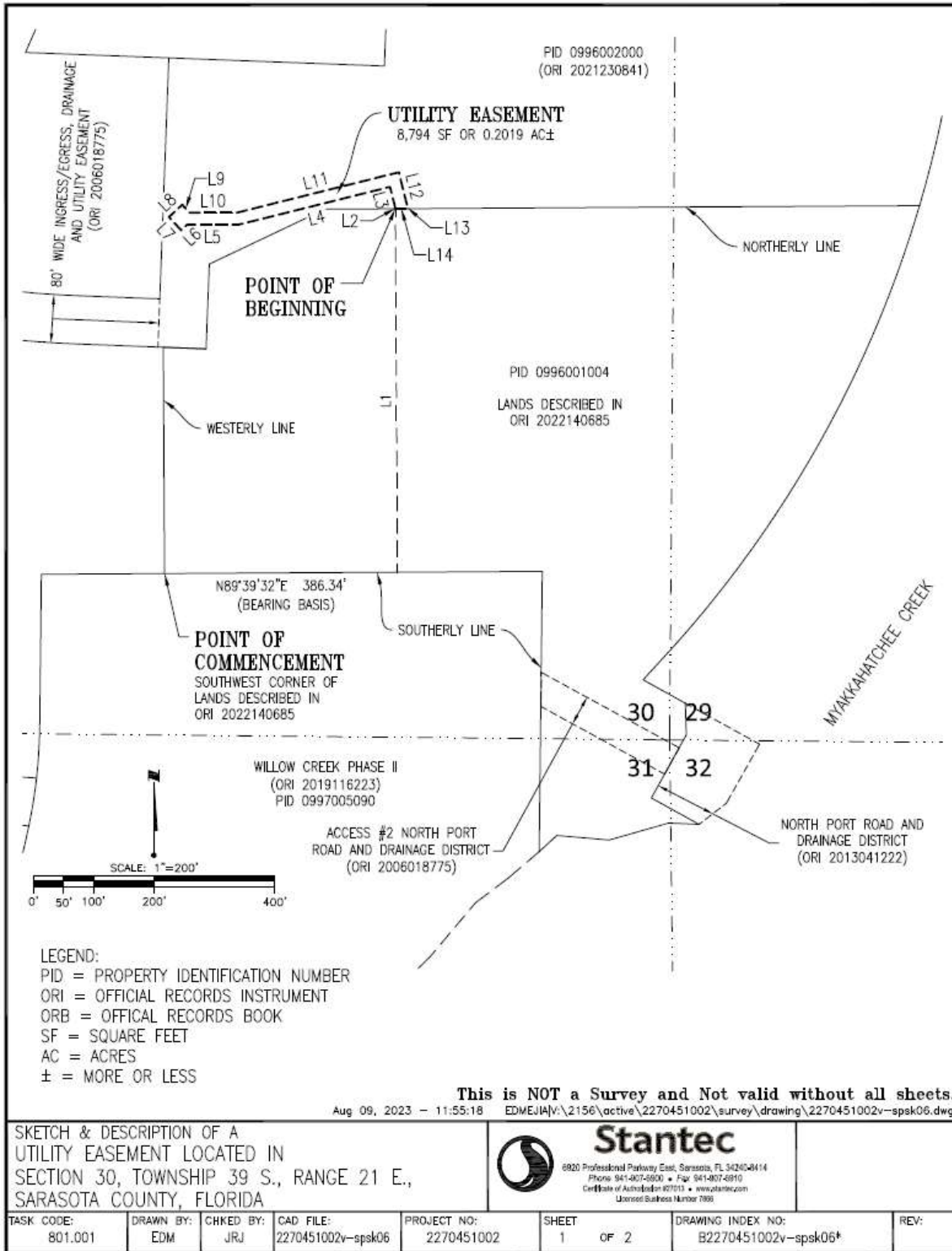


Stantec
6820 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Unauthorized Business Number 7995

TASK CODE: 801.001	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 2270451002v-spsk07	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v-spsk07*	REV:
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**COMPOSITE EXHIBIT E TO AGREEMENT TO EXCHANGE EASEMENTS
FOR ACCESS, GRADING, CONSTRUCTION, DRAINAGE, AND UTILITIES**

**UTILITIES EASEMENT – SANITARY SEWER SYSTEM
EXHIBIT E**



Agreement to Exchange Easements For Access, Grading, Construction,
Drainage, Utilities, and Maintenance – Waters of North Port LLC

EXHIBIT E

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

A tract of land of lying in Section 30, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.89°39'32"E. along the southerly line of said lands, a distance of 386.34 feet; thence N.00°20'28"W., a distance of 602.98 feet to a point on the northerly line of said lands, also being the POINT OF BEGINNING; thence N.00°30'12"W., a distance of 1.11 feet; thence N.14°00'42"W., a distance of 36.24 feet; thence S.75°59'22"W., a distance of 259.68 feet; thence S.90°00'00"W., a distance of 84.67 feet; thence S.47°14'37"W., a distance of 13.52 feet; thence N.42°45'23"W., a distance of 30.00 feet; thence N.47°14'37"E., a distance of 30.00 feet; thence S.42°45'23"E., a distance of 18.00 feet; thence N.90°00'00"E., a distance of 78.26 feet; thence N.75°59'22"E., a distance of 277.22 feet; thence S.14°00'42"E., a distance of 58.61 feet; thence S.00°30'12"E., a distance of 3.54 feet to abovementioned northerly line of said lands; thence S.89°39'32"W. along said northerly line, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 8,794 square feet or 0.2019 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'28"W	602.98'
L2	N00°30'12"W	1.11'
L3	N14°00'42"W	36.24'
L4	S75°59'22"W	259.68'
L5	N90°00'00"W	84.67'
L6	S47°14'37"W	13.52'
L7	N42°45'23"W	30.00'
L8	N47°14'37"E	30.00'
L9	S42°45'23"E	18.00'
L10	N90°00'00"E	78.26'
L11	N75°59'22"E	277.22'
L12	S14°00'42"E	58.61'
L13	S00°30'12"E	3.54'
L14	S89°39'32"W	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 SOUTHERLY LINE, BEING N89°39'32"E.
 3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed by
 Joseph R Jasper
 Date: 2024.09.30
 08:29:52-04:00'
 Date of Signature

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

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

Aug 09, 2023 - 11:55:18 EDMEJIA\2156\active\2270451002\survey\drawing\2270451002v-spsk06.dwg

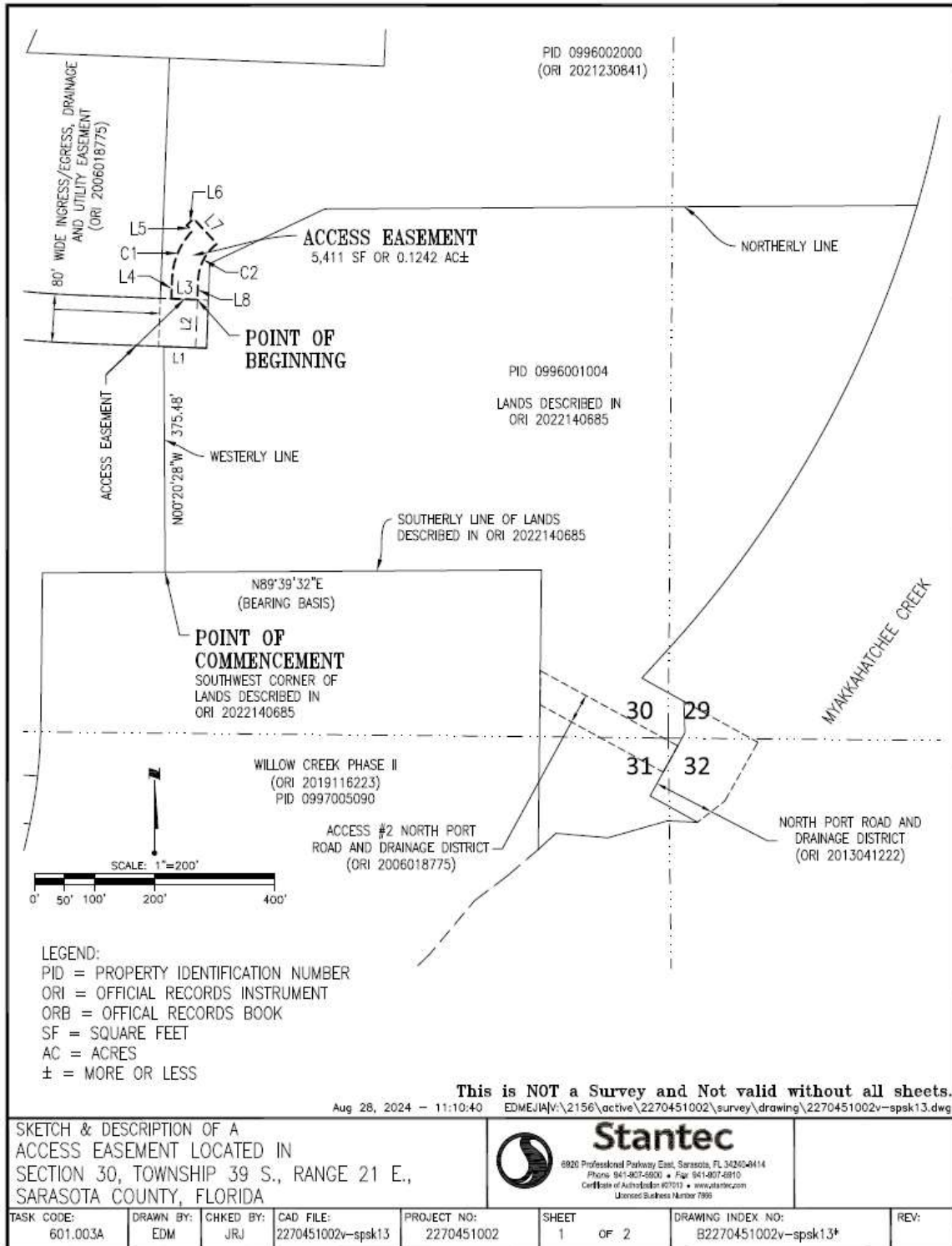
SKETCH & DESCRIPTION OF A
 UTILITY EASEMENT LOCATED IN
 SECTION 30, TOWNSHIP 39 S., RANGE 21 E.,
 SARASOTA COUNTY, FLORIDA



Stantec
 6920 Professional Parkway East, Sarasota, FL 34203-4614
 Phone 941-467-6900 • Fax 941-467-6910
 Certificate of Authorization #27103 • www.stantec.com
 Licensed Business Number 7999

TASK CODE: 801.001	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 2270451002v-spsk06	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v-spsk06*	REV:
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EXHIBIT E



Agreement to Exchange Easements For Access, Grading, Construction, Drainage, Utilities, and Maintenance – Waters of North Port LLC

EXHIBIT E

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

A tract of land of lying in Section 30, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; the following two (2) calls are along the westerly line of said lands: (1) thence N.00°20'28"W., a distance of 375.48 feet; (2) thence S.87°50'45"E., a distance of 52.81 feet; thence N.02°09'15"E., a distance of 80.00 feet to the POINT OF BEGINNING; thence N.87°50'16"W., a distance of 43.33 feet; thence N.02°09'44"E., a distance of 33.35 feet to a point of curvature of a curve to the right having a radius of 121.67 feet and a central angle of 41°18'41"; thence Northeasterly along the arc of said curve, a distance of 87.72 feet, to the end of said curve; thence N.42°45'23"W. along a line non-tangent to said curve, a distance of 13.26 feet; thence N.47°14'37"E., a distance of 16.00 feet; thence S.42°45'23"E., a distance of 56.74 feet to the point of curvature of a non-tangent curve to the left, having a radius of 78.33 feet and a central angle of 50°56'35"; thence Southwesterly along the arc of said curve, a distance of 69.65 feet, said curve having a chord bearing and distance of S.27°38'02"W., 67.38 feet, to the point of tangency of said curve; thence S.02°09'44"W., a distance of 33.35 feet to the POINT OF BEGINNING.

Containing 5,411 square feet or 0.1242 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°50'45"E	52.81'
L2	N02°09'15"E	80.00'
L3	N87°50'16"W	43.33'
L4	N02°09'44"E	33.35'
L5	N42°45'23"W	13.26'
L6	N47°14'37"E	16.00'
L7	S42°45'23"E	56.74'
L8	S02°09'44"W	33.35'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	121.67'	41°18'41"	87.72'	85.84'	N22°49'04"E
C2	78.33'	50°56'35"	69.65'	67.38'	S27°38'02"W

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHERLY LINE LANDS DESCRIBED IN ORI 2022140685 , BEING N89°39'32"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed by
Robert R Cunningham
Date: 2024.08.28
11:34:24 -04'00'

08/28/2024

Robert R. Cunningham, P.S.M.
Florida Registration No. 3924

Date of Signature

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

Aug 28, 2024 - 11:10:40 EDMEJA\2156\active\2270451002\survey\drawing\2270451002v-spsk13.dwg

SKETCH & DESCRIPTION OF A
ACCESS EASEMENT LOCATED IN
SECTION 30, TOWNSHIP 39 S., RANGE 21 E.,
SARASOTA COUNTY, FLORIDA



Stantec

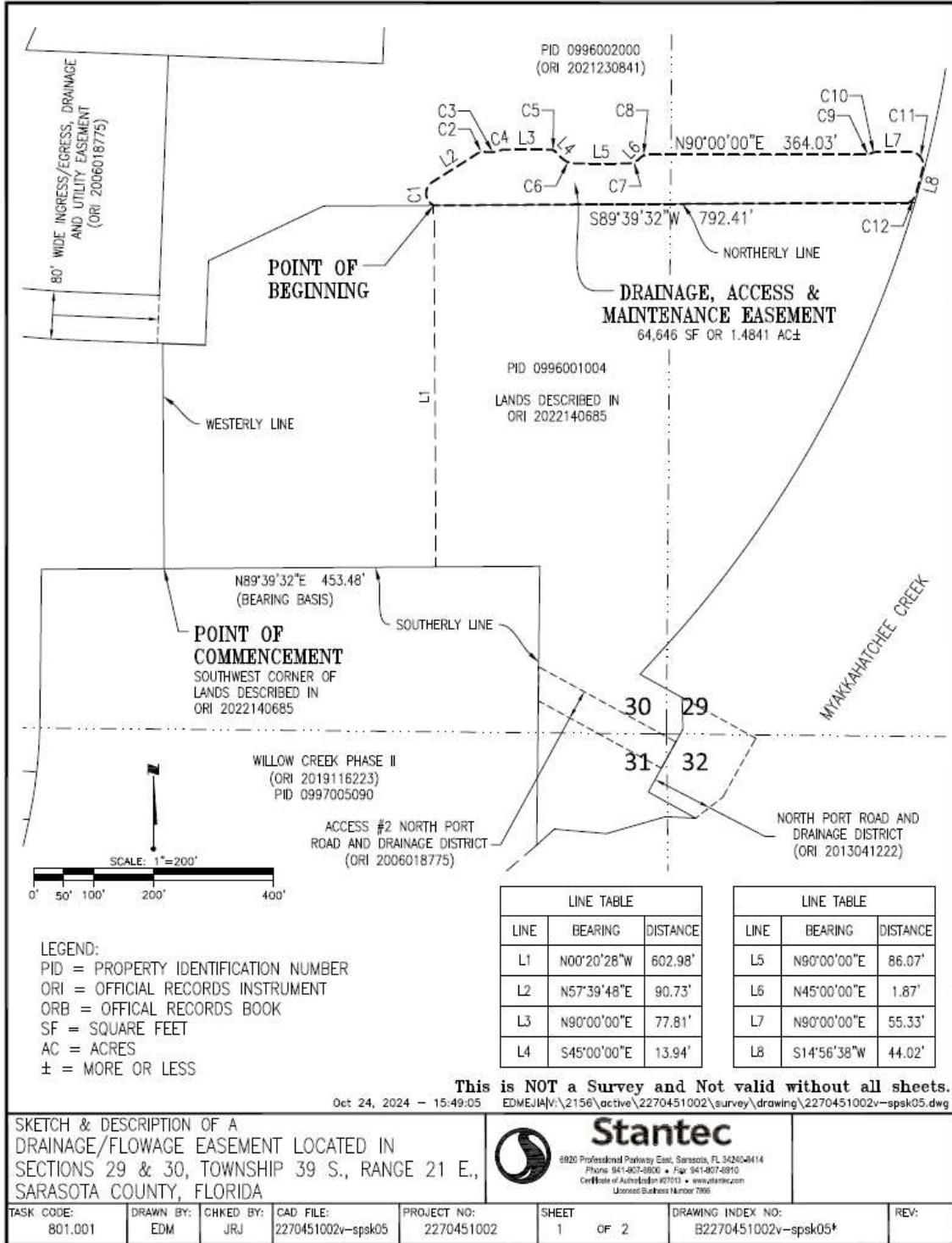
6920 Professional Parkway East, Sarasota, FL 34203-0414
Phone: 941-907-6900 • Fax: 941-907-6910
Certificate of Accreditation #20151 • www.stantec.com
Licensee Business Number 7995

TASK CODE: 601.003A	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 2270451002v-spsk13	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v-spsk13*	REV:
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**EXHIBIT F TO AGREEMENT TO EXCHANGE EASEMENTS
FOR ACCESS, GRADING, CONSTRUCTION, DRAINAGE, UTILITIES AND MAINTENANCE**

DRAINAGE, ACCESS, AND MAINTENANCE EASEMENT – POND 1

EXHIBIT F



Agreement to Exchange Easements For Access, Grading, Construction, Drainage, Utilities, and Maintenance – Waters of North Port LLC

EXHIBIT F

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

A tract of land of lying in Sections 29 & 30, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.89°39'32"E. along the southerly line of said lands, a distance of 453.48 feet; thence N.00°20'28"W., a distance of 602.98 feet to a point on the northerly line of said lands, also being the POINT OF BEGINNING; also being the point of curvature of a non-tangent curve to the right, having a radius of 22.00 feet and a central angle of 123°23'15"; thence Northerly along the arc of said curve, a distance of 47.38 feet, said curve having a chord bearing and distance of N.04°01'49"W., 38.74 feet, to the point of tangency of said curve; thence N.57°39'48"E., a distance of 90.73 feet to a point of curvature of a curve to the right having a radius of 14.33 feet and a central angle of 42°23'58"; thence Easterly along the arc of said curve, a distance of 10.61 feet, to the point of curvature of a reverse curve to the left having a radius of 50.67 feet and a central angle of 32°13'02"; thence Easterly along the arc of said curve, a distance of 28.49 feet, to the point of curvature of a reverse curve to the right having a radius of 12.00 feet and a central angle of 22°09'16"; thence Easterly along the arc of said curve, a distance of 4.64 feet, to the point of tangency of said curve; thence N.90°00'00"E., a distance of 77.81 feet to a point of curvature of a curve to the right having a radius of 12.00 feet and a central angle of 45°00'00"; thence Easterly along the arc of said curve, a distance of 9.42 feet, to the point of tangency of said curve; thence S.45°00'00"E., a distance of 13.94 feet to a point of curvature of a curve to the left having a radius of 34.00 feet and a central angle of 45°00'00"; thence Easterly along the arc of said curve, a distance of 26.70 feet, to the point of tangency of said curve; thence N.90°00'00"E., a distance of 86.07 feet to a point of curvature of a curve to the left having a radius of 29.00 feet and a central angle of 45°00'00"; thence Easterly along the arc of said curve, a distance of 22.78 feet, to the point of tangency of said curve; thence N.45°00'00"E., a distance of 1.87 feet to a point of curvature of a curve to the right having a radius of 16.00 feet and a central angle of 45°00'00"; thence Northeasterly along the arc of said curve, a distance of 12.57 feet, to the point of tangency of said curve; thence N.90°00'00"E., a distance of 364.03 feet to a point of curvature of a curve to the left having a radius of 17.00 feet and a central angle of 29°19'56"; thence Easterly along the arc of said curve, a distance of 8.70 feet, to the point of curvature of a reverse curve to the right having a radius of 22.00 feet and a central angle of 29°19'56"; thence Easterly along the arc of said curve, a distance of 11.26 feet, to the point of tangency of said curve; thence N.90°00'00"E., a distance of 55.33 feet to a point of curvature of a curve to the right having a radius of 22.00 feet and a central angle of 104°56'38"; thence Southeasterly along the arc of said curve, a distance of 40.30 feet, to the point of tangency of said curve; thence S.14°56'38"W., a distance of 44.02 feet to a point of curvature of a curve to the right having a radius of 22.00 feet and a central angle of 50°05'42"; thence Southwesterly along the arc of said curve, a distance of 19.24 feet, to a point on abovementioned northerly line of said said lands; thence S.89°39'32"W. along said northerly line, a distance of 792.41 feet to the POINT OF BEGINNING.

Containing 64,646 square feet or 1.4841 acres, more or less.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	22.00'	123°23'15"	47.38'	38.74'	N04°01'49"W
C2	14.33'	42°23'58"	10.61'	10.37'	N78°51'47"E
C3	50.67'	32°13'02"	28.49'	28.12'	N83°57'15"E
C4	12.00'	22°09'16"	4.64'	4.61'	N78°55'22"E
C5	12.00'	45°00'00"	9.42'	9.18'	S67°30'00"E
C6	34.00'	45°00'00"	26.70'	26.02'	S67°30'00"E
C7	29.00'	45°00'00"	22.78'	22.20'	N67°30'00"E
C8	16.00'	45°00'00"	12.57'	12.25'	N67°30'00"E
C9	17.00'	29°19'56"	8.70'	8.61'	N75°20'02"E
C10	22.00'	29°19'56"	11.26'	11.14'	N75°20'02"E
C11	22.00'	104°56'38"	40.30'	34.89'	S37°31'41"E
C12	22.00'	50°05'42"	19.24'	18.63'	S39°59'29"W

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 SOUTHERLY LINE, BEING N89°39'32"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Joseph A Kelly

Digitally signed by Joseph A Kelly
Date: 2024.10.24 16:46:14 -04'00'

Joseph A. Kelly, P.S.M.
Florida Registration No. 7141

Date of Signature

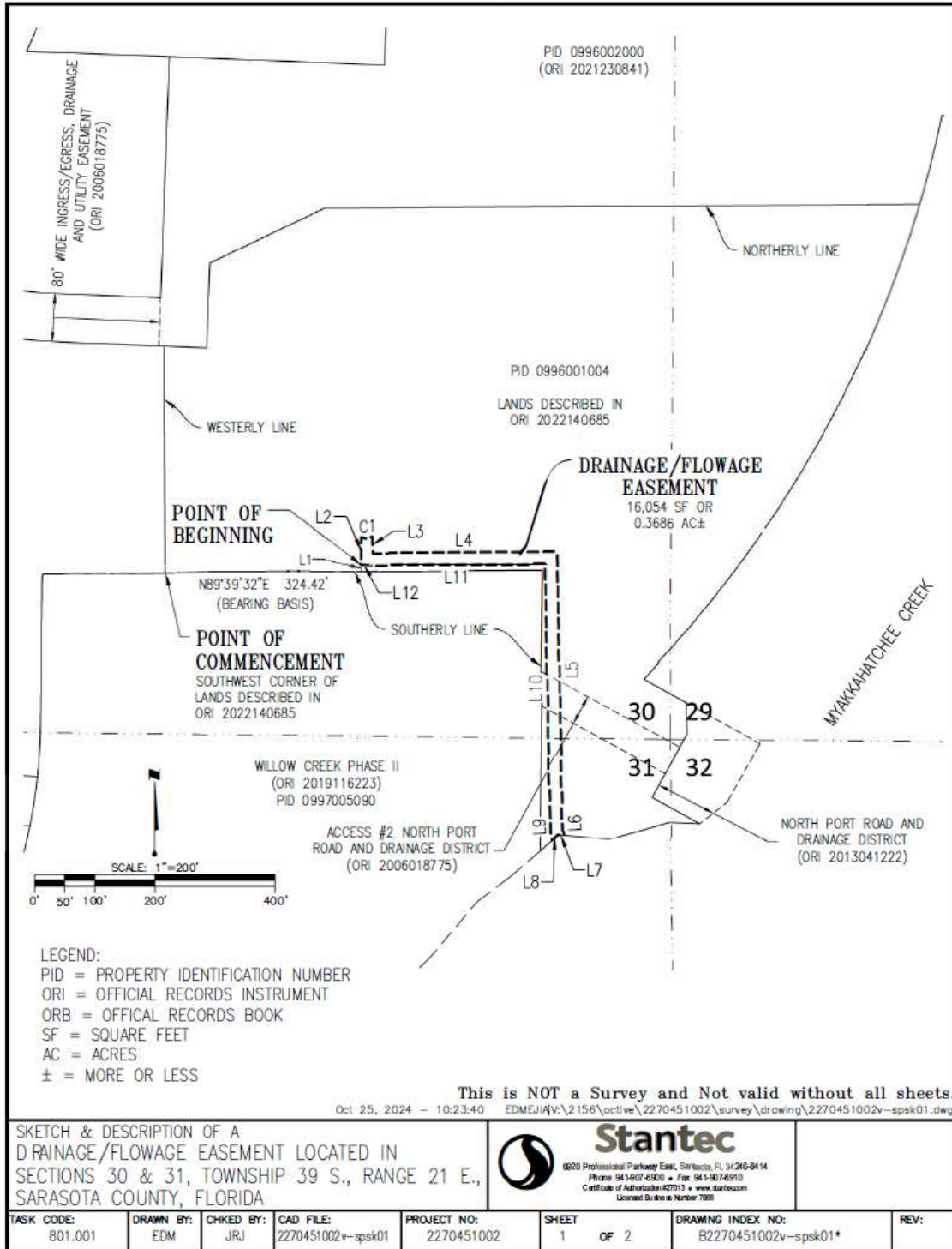
This is NOT a Survey and Not valid without all sheets.

Oct 24, 2024 - 15:49:05 EDMEJIA\2156\active\2270451002\survey\drawing\2270451002v-spsk05.dwg

SKETCH & DESCRIPTION OF A DRAINAGE/FLOWAGE EASEMENT LOCATED IN SECTIONS 29 & 30, TOWNSHIP 39 S., RANGE 21 E., SARASOTA COUNTY, FLORIDA		 Stantec 6920 Professional Parkway East, Sarasota, FL 34240-6414 Phone: 941-407-5900 • Fax: 941-407-6910 Certificate of Authorization #07013 • www.stantec.com Licensee Subclass Number 7966					
TASK CODE: 801.001	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 2270451002v-spsk05	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v-spsk05*	REV:

**COMPOSITE EXHIBIT G TO AGREEMENT TO EXCHANGE EASEMENTS
FOR ACCESS, GRADING, CONSTRUCTION, DRAINAGE, UTILITIES AND MAINTENANCE
FOR EASEMENTS EXTENDING FROM POND 1 TO POND 2, POND 2, AND TO THE TERMINUS**

EXHIBIT G



Agreement to Exchange Easements For Access, Grading, Construction, Drainage, Utilities, and Maintenance – Waters of North Port LLC

EXHIBIT G

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

A tract of land of lying in Sections 30 & 31, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.89°39'32"E. along the southerly line of said lands, a distance of 324.42 feet; thence N.00°20'28"W., a distance of 11.54 feet to the POINT OF BEGINNING; thence N.00°30'12"W., a distance of 45.37 feet to the point of curvature of a non-tangent curve to the left, having a radius of 27.00 feet and a central angle of 43°28'37"; thence Easterly along the arc of said curve, a distance of 20.49 feet, said curve having a chord bearing and distance of N.89°29'48"E., 20.00 feet, to the end of said curve; thence S.00°30'12"E. along a line non-tangent to said curve, a distance of 26.82 feet; thence N.89°29'48"E., a distance of 305.56 feet; thence S.01°11'26"E., a distance of 430.95 feet; thence S.03°10'16"E., a distance of 39.46 feet to a point on the abovementioned southerly line; the following two (2) calls are along said southerly line: (1) thence N.85°01'50"W., a distance of 10.10 feet; (2) thence S.47°32'11"W., a distance of 12.92 feet; thence N.03°10'16"W., a distance of 46.56 feet; thence N.01°11'26"W., a distance of 411.54 feet; thence S.89°29'48"W., a distance of 296.58 feet; thence N.81°35'29"W., a distance of 9.33 feet to the POINT OF BEGINNING.

Containing 16,054 square feet or 0.3686 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'28"W	11.54'
L2	N00°30'12"W	45.37'
L3	S00°30'12"E	26.82'
L4	N89°29'48"E	305.56'
L5	S01°11'26"E	430.95'
L6	S03°10'16"E	39.46'
L7	N85°01'50"W	10.10'
L8	S47°32'11"W	12.92'
L9	N03°10'16"W	46.56'
L10	N01°11'26"W	411.54'
L11	S89°29'48"W	296.58'
L12	N81°35'29"W	9.33'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	27.00'	43°28'37"	20.49'	20.00'	N89°29'48"E

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 SOUTHERLY LINE, BEING N89°39'32"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Joseph A Kelly

Digitally signed by Joseph A Kelly

Date: 2024.10.25 10:58:21 -04'00'

Joseph A. Kelly, P.S.M.
Florida Registration No. 7141

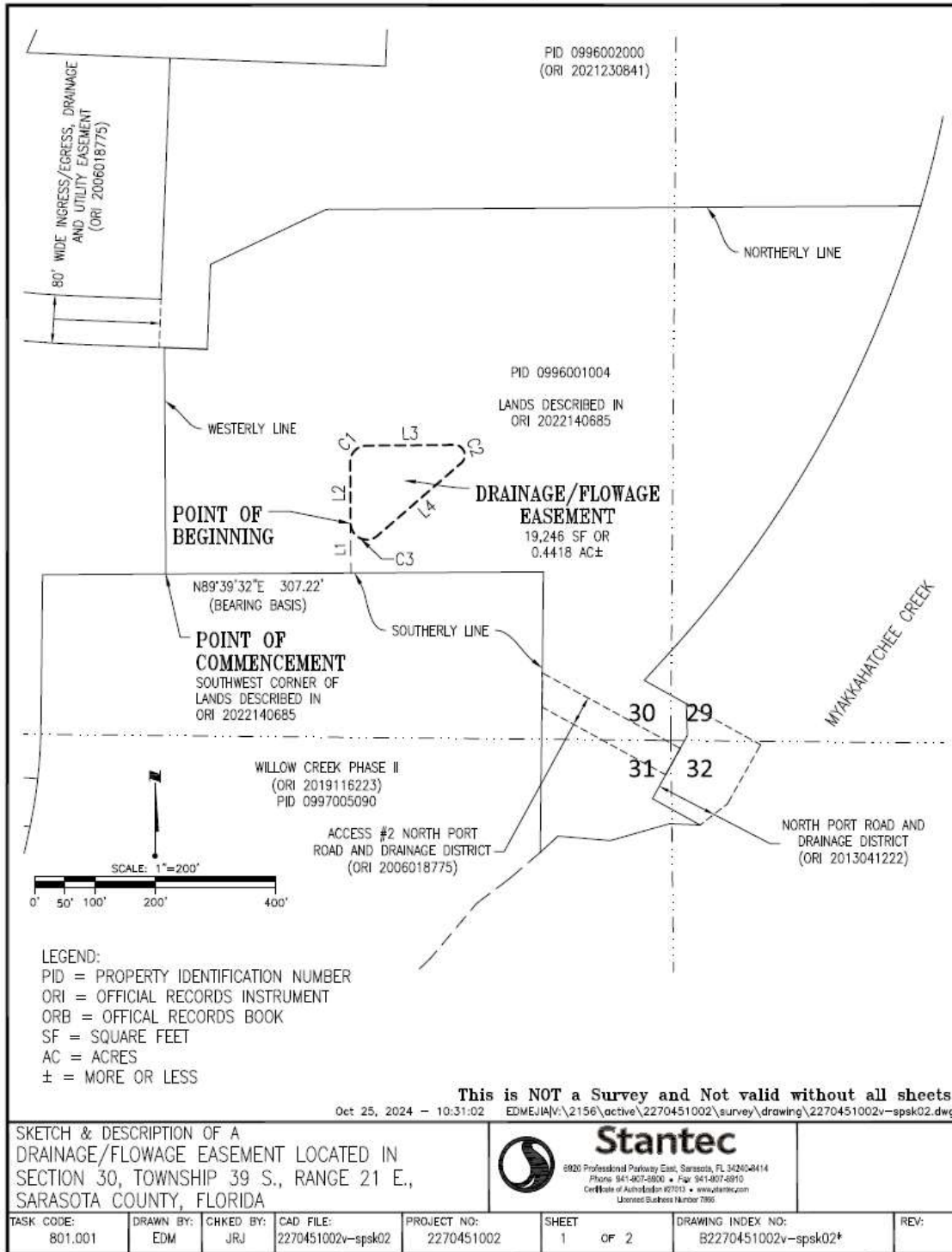
Date of Signature

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

Oct 25, 2024 - 10:23:40 EDMEDIA\2156\active\2270451002\survey\drawing\2270451002v--spsk01.dwg

SKETCH & DESCRIPTION OF A DRAINAGE/FLOWAGE EASEMENT LOCATED IN SECTIONS 30 & 31, TOWNSHIP 39 S., RANGE 21 E., SARASOTA COUNTY, FLORIDA		 Stantec <small>8820 Professional Parkway East, Saratoga, FL 34260-0414 Phone 941-907-6300 • Fax 941-907-6910 Certificate of Authorization #27013 • www.stantec.com Licensed Business Number 7886</small>					
TASK CODE: 801.001	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 2270451002v--spsk01	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v--spsk01*	REV:

EXHIBIT G



Agreement to Exchange Easements For Access, Grading, Construction, Drainage, Utilities, and Maintenance – Waters of North Port LLC

EXHIBIT G

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

A tract of land of lying in Section 30, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.89°39'32"E. along the southerly line of said lands, a distance of 307.22 feet; thence N.00°20'28"W., a distance of 81.94 feet to the POINT OF BEGINNING; thence N.00°30'12"W., a distance of 101.91 feet to a point of curvature of a curve to the right having a radius of 27.00 feet and a central angle of 90°00'00"; thence Northeasterly along the arc of said curve, a distance of 42.41 feet, to the point of tangency of said curve; thence N.89°29'48"E., a distance of 146.52 feet to a point of curvature of a curve to the right having a radius of 17.00 feet and a central angle of 139°31'06"; thence Southerly along the arc of said curve, a distance of 41.40 feet, to the point of tangency of said curve; thence S.49°00'54"W., a distance of 184.10 feet to a point of curvature of a curve to the right having a radius of 27.00 feet and a central angle of 130°28'54"; thence Northwesterly along the arc of said curve, a distance of 61.49 feet, to the POINT OF BEGINNING.

Containing 19,246 square feet or 0.4418 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'28"W	81.94'
L2	N00°30'12"W	101.91'
L3	N89°29'48"E	146.52'
L4	S49°00'54"W	184.10'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	27.00'	90°00'00"	42.41'	38.18'	N44°29'48"E
C2	17.00'	139°31'06"	41.40'	31.90'	S20°44'39"E
C3	27.00'	130°28'54"	61.49'	49.04'	N65°44'39"W

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 SOUTHERLY LINE, BEING N89°39'32"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Joseph A Kelly

Digitally signed by Joseph A Kelly

Date: 2024.10.25 10:59:05 -04'00'

Joseph A. Kelly, P.S.M.
Florida Registration No. 7141

Date of Signature

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

Oct 25, 2024 - 10:31:02 EDMEJIA\2156\active\2270451002\survey\drawing\2270451002v-spsk02.dwg


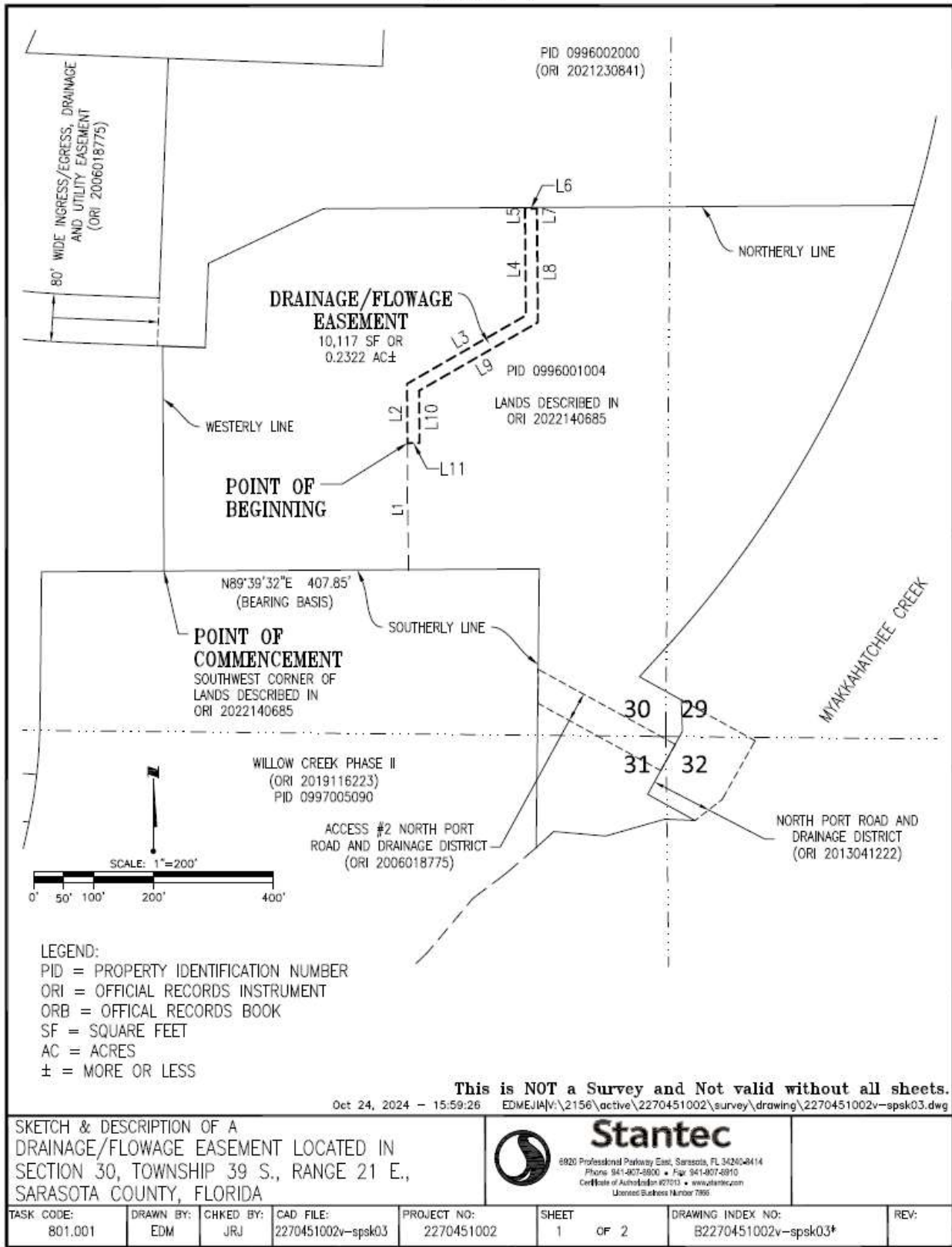
SKETCH & DESCRIPTION OF A DRAINAGE/FLOWAGE EASEMENT LOCATED IN SECTION 30, TOWNSHIP 39 S., RANGE 21 E., SARASOTA COUNTY, FLORIDA				 Stantec 6920 Professional Parkway East, Sarasota, FL 34240-4414 Phone 941-807-8800 • Fax 941-807-8910 Certificate of Accreditation 073113 • www.stantec.com Licensed Business Number 7966			
TASK CODE: 801.001	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 2270451002v-spsk02	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v-spsk02*	REV:

EXHIBIT G



Agreement to Exchange Easements For Access, Grading, Construction, Drainage, Utilities, and Maintenance – Waters of North Port LLC

EXHIBIT G

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

A tract of land of lying in Section 30, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.89°39'32"E. along the southerly line of said lands, a distance of 407.85 feet; thence N.00°20'28"W., a distance of 211.13 feet to the POINT OF BEGINNING; thence N.00°30'12"W., a distance of 98.84 feet; thence N.60°05'52"E., a distance of 228.99 feet; thence N.00°30'12"W., a distance of 156.16 feet; thence continue N.00°30'12"W. along said line, a distance of 21.88 feet; thence N.89°39'32"E., a distance of 20.00 feet; thence S.00°30'12"E., a distance of 21.82 feet; thence continue S.00°30'12"E. along said line, a distance of 167.84 feet; thence S.60°05'52"W., a distance of 228.99 feet; thence S.00°30'12"E., a distance of 87.16 feet; thence S.89°29'48"W., a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 10,117 square feet or 0.2322 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'28"W	211.13'
L2	N00°30'12"W	98.84'
L3	N60°05'52"E	228.99'
L4	N00°30'12"W	156.16'
L5	N00°30'12"W	21.88'
L6	N89°39'32"E	20.00'
L7	S00°30'12"E	21.82'
L8	S00°30'12"E	167.84'
L9	S60°05'52"W	228.99'
L10	S00°30'12"E	87.16'
L11	S89°29'48"W	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 SOUTHERLY LINE, BEING N89°39'32"E.
 3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Joseph A Kelly

Digitally signed by Joseph A Kelly
Date: 2024.10.25 11:00:13 -04'00'

Joseph A. Kelly, P.S.M.
Florida Registration No. 7141

Date of Signature

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

Oct 24, 2024 - 15:59:26 EDWEJIA\F\2156\active\2270451002\survey\drawing\2270451002v--spsk03.dwg

SKETCH & DESCRIPTION OF A DRAINAGE/FLOWAGE EASEMENT LOCATED IN SECTION 30, TOWNSHIP 39 S., RANGE 21 E., SARASOTA COUNTY, FLORIDA		 Stantec <small>8920 Professional Parkway East, Sarasota, FL 34204-6414 Phone: 941-487-6500 • Fax: 941-487-4910 Certificate of Accreditation #27013 • www.stantec.com Licensed Business Number 7966</small>					
TASK CODE: 801.001	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 2270451002v--spsk03	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v--spsk03*	REV:

EXHIBIT H TO AGREEMENT TO EXCHANGE EASEMENTS FOR ACCESS, GRADING, CONSTRUCTION, DRAINAGE, AND UTILITIES

WATERS AT NORTH PORT – DRAINAGE-FLOWAGE EASEMENT – SECTIONS 29 & 30

EXHIBIT H

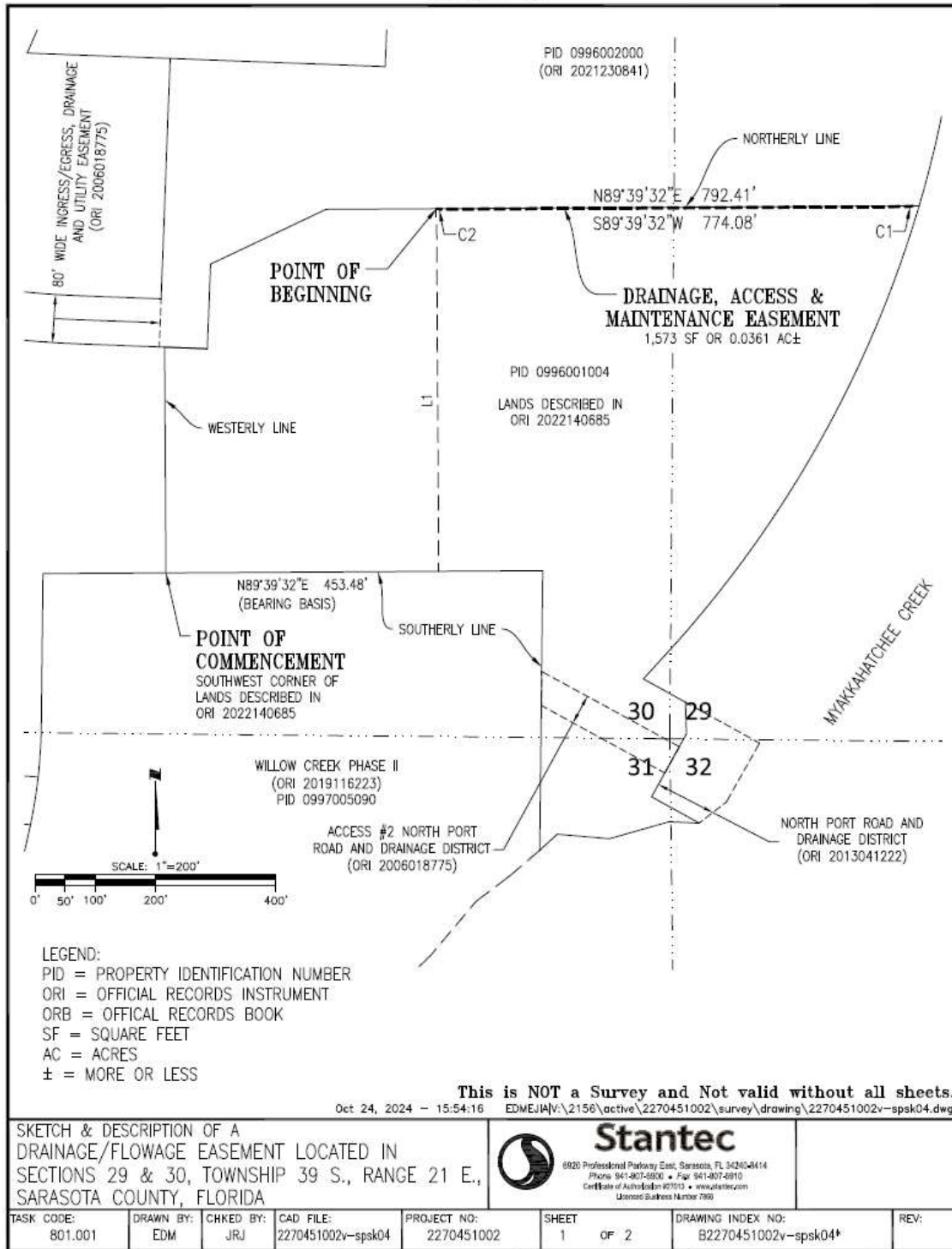


EXHIBIT H

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

A tract of land of lying in Sections 29 & 30, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.89°39'32"E. along the southerly line of said lands, a distance of 453.48 feet; thence N.00°20'28"W., a distance of 602.98 feet to a point on the northerly line of said lands, also being the POINT OF BEGINNING; thence N.89°39'32"E. along said northerly line, a distance of 792.41 feet to the point of curvature of a non-tangent curve to the right, having a radius of 22.00 feet and a central angle of 24°37'12"; thence Westerly along the arc of said curve, a distance of 9.45 feet, said curve having a chord bearing and distance of S.77°20'56"W., 9.38 feet, to the point of tangency of said curve; thence S.89°39'32"W., a distance of 774.08 feet to a point of curvature of a curve to the right having a radius of 22.00 feet and a central angle of 24°37'01"; thence Westerly along the arc of said curve, a distance of 9.45 feet, to the POINT OF BEGINNING.

Containing 1,573 square feet or 0.0361 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'28"W	602.98'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	22.00'	24°37'12"	9.45'	9.38'	S77°20'56"W
C2	22.00'	24°37'01"	9.45'	9.38'	N78°01'57"W

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 SOUTHERLY LINE, BEING N89°39'32"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Joseph A Kelly Digitally signed by Joseph A Kelly
Date: 2024.10.24 16:44:46 -04'00'

Joseph A. Kelly, P.S.M. Date of Signature
Florida Registration No. 7141

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

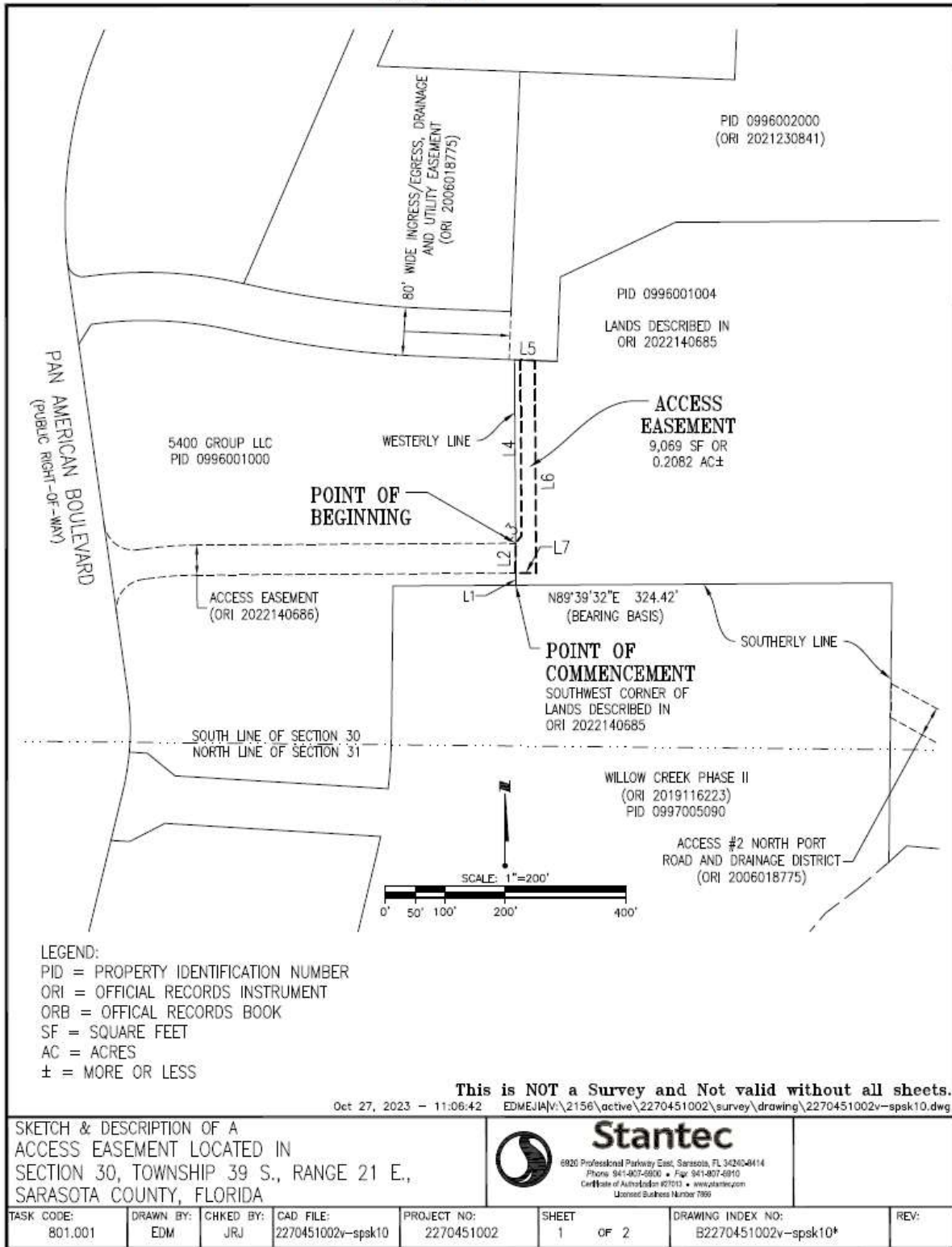
Oct 24, 2024 - 15:54:16 ED\MEJIA\2156\active\2270451002\survey\drawing\2270451002v-spsk04.dwg

SKETCH & DESCRIPTION OF A DRAINAGE/FLOWAGE EASEMENT LOCATED IN SECTIONS 29 & 30, TOWNSHIP 39 S., RANGE 21 E., SARASOTA COUNTY, FLORIDA				 Stantec <small>6920 Professional Parkway East, Sarasota, FL 34243-4614 Phone 941-907-6900 • Fax 941-907-6910 Certificate of Authorization #27013 • www.stantec.com Licensed Business Number 7865</small>			
TASK CODE: 801.001	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 2270451002v-spsk04	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v-spsk04*	REV:

EXHIBIT I TO AGREEMENT TO EXCHANGE EASEMENTS FOR ACCESS, GRADING, CONSTRUCTION, DRAINAGE, AND UTILITIES

WATERS AT NORTH PORT – EMERGENCY ACCESS EASEMENT – SECTION 30

EXHIBIT I



Agreement to Exchange Easements For Access, Grading, Construction, Drainage, Utilities, and Maintenance – Waters of North Port LLC

EXHIBIT I

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

A tract of land of lying in Section 30, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.00°20'28"W. along the westerly line of said lands, a distance of 20.00 feet to the POINT OF BEGINNING; thence continue N.00°20'28"W. along said line, a distance of 50.00 feet; thence N.39°27'52"E., a distance of 15.62 feet; thence N.00°20'28"W., a distance of 293.05 feet to said westerly line; thence S.87°50'45"E. along said line, a distance of 24.02 feet; thence S.00°20'28"E., a distance of 354.00 feet; thence S.89°39'32"W., a distance of 34.00 feet to the POINT OF BEGINNING.

Containing 9,069 square feet or 0.2082 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'28"W	20.00'
L2	N00°20'28"W	50.00'
L3	N39°27'52"E	15.62'
L4	N00°20'28"W	293.05'
L5	S87°50'45"E	24.02'
L6	S00°20'28"E	354.00'
L7	S89°39'32"W	34.00'

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 SOUTHERLY LINE, BEING N89°39'32"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed
by Joseph R
Jasper

Date: 2023.10.30
11:23:03 -04'00'

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

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

Oct 27, 2023 - 11:06:42 EDM\EJA\2156\active\2270451002\survey\drawing\2270451002v-spsk10.dwg

SKETCH & DESCRIPTION OF A
ACCESS EASEMENT LOCATED IN
SECTION 30, TOWNSHIP 39 S., RANGE 21 E.,
SARASOTA COUNTY, FLORIDA

Stantec
6920 Professional Parkway East, Sarasota, FL 34240-4814
Phone: 941-907-6900 • Fax: 941-907-6910
Certificate of Accreditation #27213 • www.stantec.com
License Number 7996

TASK CODE: 801.001	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 2270451002v-spsk10	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v-spsk10*	REV:
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Record: \$ _____
Doc Tax: \$0.70

Prepared by:
Margaret T. Roberts, Assistant City Attorney
City Attorney Office
City of North Port
4970 City Hall Boulevard
North Port, Florida 34286
(941) 429-7260
NorthPortCityAttorney@nothportfl.gov

**AGREEMENT TO EXCHANGE EASEMENTS FOR ACCESS,
CONSTRUCTION, DRAINAGE, AND UTILITIES**

THIS AGREEMENT TO EXCHANGE EASEMENTS FOR DRAINAGE, ACCESS, CONSTRUCTION, AND MAINTENANCE ("Agreement") is by and between 5400 Group. LLC, a Florida limited liability limited company ("5400 Group"), whose post office address is 2044 Constitution Boulevard, Sarasota, Florida 34231, and the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida ("City"), whose post office address is 4970 City Hall Boulevard, North Port, Florida 34286.

RECITALS:

- A. 5400 Group is the owner of land located in Sarasota County, Florida, described in the attached Exhibit "A" ("5400 Group Property").
- B. The City is the owner of land located in Sarasota County, more particularly described and depicted in Exhibit "B" (the "City Property") and is building the Utilities Administration Building and Facilities.
- C. 5400 Group and the City agree that the drainage systems are designed to serve both the City Property and the 5400 Group Property as shown in the attached Exhibit "C" and Exhibit "D."
- D. 5400 Group and the City agree to exchange easements located on the 5400 Group Property and on the City Property for the mutual benefit of each property owner, as described in this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration and the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1: RECITALS

The above recitals are true and correct and form a material part of this Agreement.

ARTICLE 2: EASEMENTS GRANTED TO THE CITY

5400 Group, LLC hereby grants to the City of North Port, Florida the following easement:

2.1 Public Access, Drainage, Construction and Maintenance Easement.

A non-exclusive, perpetual drainage, access, construction and maintenance easement (“Public Access, Drainage, Construction, and Maintenance Easement”) for the purpose of general public vehicular and pedestrian ingress and egress on, over, and across the 5400 Group Property as described in Exhibit C (“Public Access, Drainage, Construction, and Maintenance Easement Area”).

This Public Access, Drainage, Construction, and Maintenance Easement is hereby granted for the purpose of drainage, access, construction, and maintenance of drainage improvements serving the 5400 Group Property and the City Property, and the City’s representatives, invitees, contractors, and servicemen. The Public Access Easement shall be for the benefit of and appurtenant to the City Property, as now existing or as may be constructed from time to time. 5400 Group reserves to itself, and its successors and assigns, rights to this Public Access, Drainage, Construction, and Maintenance Easement Area which are not inconsistent with the purpose of this Agreement.

ARTICLE 3: EASEMENTS GRANTED TO 5400 GROUP, LLC

The City of North Port, Florida hereby grants to 5400 Group, LLC the following easements:

3.1 Drainage Easement.

A non-exclusive perpetual access and drainage easement (“Drainage Easement”) for the purposes of underground drainage pipes and other drainage improvements on, over and across the property as described in Exhibit D (“Drainage Easement Area”).

The Drainage Easement is hereby granted for the purpose of providing stormwater drainage systems serving the City Property and the 5400 Group Property and their respective representatives, invitees, contractors, and servicemen. The Drainage Easement shall be for the mutual benefits of and appurtenant to the 5400 Group Property as now existing or as may be hereafter developed from time to time; and the City Property as now existing or as may be hereafter developed from time to time. The City reserves to itself, and its successor and assigns, rights to the Drainage Easement Area which are not inconsistent with the purpose of this Agreement.

ARTICLE IV: IMPROVEMENTS

- 4.1 City is solely responsible for all costs related to the construction and maintenance of the drainage improvements located on the easements described in this Agreement.

ARTICLE V: INDEMNITY

- 5.1 To the fullest extent of and without waiving sovereign immunity, the parties hereby indemnify and agree to hold the other party 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 either party 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 Drainage Easement Area and the Drainage, Access, Construction, and Maintenance Easement Area by either party to this Agreement.

ARTICLE VI: INSURANCE

- 6.1 5400 Group and the City must keep and maintain at all times during the term of this Agreement, at each party's sole expense, a comprehensive public liability insurance policy over the easement area insuring both parties with coverage in an amount of not less than \$1,000,000. The parties shall furnish to each other a certificate, or such other evidence of such insurance as may reasonably be requested by the other party. The parties reserve the right to increase the coverage upon written notice to each other.

ARTICLE VII: MISCELLANEOUS

- 7.1 **Default.** Upon the failure of either 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.
- 7.2 **Binding Affect.** As used herein, the terms "5400 Group", "City", "party", and "parties" shall mean the owners, from time to time, of the 5400 Group Property and the City Property, respectively. The terms of this Agreement shall be binding on the successors, heirs and assigns of both parties. In the event of a sale or conveyance by a party of its fee simple interest in such property (other than the granting of a mortgage or lease), the owner so conveying such interest shall be relieved, from and after the date of transfer, of all obligations and liabilities accruing provided in this Agreement and such obligations and liabilities shall be binding on the parties' successors, heirs and assigns.
- 7.3 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida. The venue of any action brought to enforce or construe this Agreement shall be Sarasota County, Florida.
- 7.4 **Public Records.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed below.

WITNESSES:

5400 Group, LLC

Witness name: _____

Address: _____

By: _____

Name: _____

Title: _____

Mailing Address: _____

Witness name: _____

Mailing Address: _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 20__, by _____ (name), as _____ (title) for _____ (entity).

Notary Public

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

This Agreement was approved by the City of North Port City Commission on _____, 2024.

WITNESSES:

CITY OF NORTH PORT, FLORIDA

Witness Name: _____
Mailing Address: _____

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER
4970 City Hall Boulevard
North Port, Florida 34286

Witness Name: _____
Mailing Address: _____

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

EXHIBIT A

A portion of Sections 29, 30, 31 and 32, Township 39 South, Range 21 East, Sarasota County, Florida, and said portion being more particularly described as follows: Commencing at the point of intersection of the Easterly right-of-way line of North Pan American Boulevard with the Northerly right-of-way line of Tamiami Trail (a/k/a U.S. Highway 41 and State Road 45) and the same being shown on the record plat of the 43rd Addition to Port Charlotte Subdivision as recorded in Plat Book 18, Page 26, of the Public Records of Sarasota County, Florida; thence North 13°27'52" East, along the said Easterly line of North Pan American Boulevard, a distance of 390.26 feet to a point; thence continuing North 13°27'52" East, a distance of 344.16 feet to a point of curvature of a circular curve to the left, having a radius of 440.00 feet, a central angle of 08°45'27", a chord bearing of North 09°05'09" East and a chord length of 67.19 feet; thence along the arc of the said curve, an arc length of 67.25 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing along the arc of the said curve, having a radius of 440.00 feet, a central angle of 12°52'25", a chord bearing of North 01°43'47" West and a chord length of 98.65 feet; thence along the arc of the said curve, a distance of 98.88 feet to a point of tangency of the said curve; thence North 08°10'00" West, continuing along the said Easterly right-of-way line of North Pan American Boulevard, a distance of 695.59 feet to the point of curvature of a circular curve to the right, having a radius of 760.00 feet, a central angle of 01°56'57", a chord bearing of North 07°11'31" West and a chord length of 25.85 feet; thence along the arc of said curve, an arc length of 25.85 feet to a point of cusp with a curve to the left; having a radius of 25.00 feet, a central angle of 91°55'01", a chord bearing of South 52°10'33" East and a chord length of 35.94 feet; thence along the arc of said curve, an arc length of 40.11 feet to a point of reverse curvature of a circular curve to the right, having a radius of 730.00 feet, a central angle of 20°56'12", a chord bearing of South 87°39'58" East and a chord length of 265.27 feet; thence along the arc of said curve, an arc length of 266.75 feet to a point of reverse curvature of a circular curve to the left, having a radius of 1684.74 feet, a central angle of 10°48'08", a chord bearing of South 82°35'56" East and chord length of 317.16 feet and said point also being the Southwesterly corner of parcel of land as recorded in Official Records Instrument #2006018775 of the Public Records of Sarasota County, Florida; thence along the arc of the said curve and the Southerly limits of the aforesaid parcel of land, a distance of 317.63 feet to a point of tangency of the said curve; thence South 88°00'00" East, continuing along the said Southerly limits of the aforesaid parcel of land, a distance of 130.73 feet to the Southeasterly corner of the aforesaid parcel of land; thence North 02°00'00" East, along the Easterly limits of the aforesaid parcel of land, a distance of 400.00 feet to a point on the Southerly limits of the Quality Health Care Property (Parcel A as recorded in Official Records Book 1741, Page 174, of the Public Records of Sarasota County, Florida); thence South 88°00'00" East, along the said Southerly limits of Parcel A, a distance of 357.84 feet; thence North 02°00'00" East along the Easterly limits of the said Parcel A, a distance of 419.70 feet to a point on the Southerly limits of the map or plat entitled "52nd Addition to Port Charlotte Subdivision" as recorded in Plat Book 21, Page 13, of the Public Records of Sarasota County, Florida; thence South 88°00'00" East, along the said Southerly limits, a distance of 364.28 feet; thence North 58°30'00" East, continuing along the said Southerly limits, a distance of 414.77 feet; thence East continuing along the said Southerly limits, a distance of 232.29 feet to a point from which the Southeast corner of Tract E of the said map or plat bears North 50.00 feet distance therefrom and said point also being on the Westerly limits of Parcel D (Reservoir Parcel) as recorded in Official Records Book 2357, Page 359, of the Public Records of Sarasota County, Florida; thence South, along the Westerly limits of the said Parcel D, a distance of 320.35 feet to the point of curvature of a circular curve to the right, having a radius of 1900.00 feet, a central angle of 42°11'51", a chord bearing of South 21°05'55" West and a chord length of 1367.91 feet; thence, along the said arc of said curve, an arc length of 1399.32 feet to a point of tangency of the said curve; thence South 42°11'51" West, along the said Westerly limits, a distance of 59.86 feet to the Southwesterly corner of the said Parcel D; thence South 61°10'59" East, along the Southerly limits of the said Parcel D, a distance of 160.00 feet to a point being described as the approximate mean high water line of the Myakkahatchee Creek; thence Southwesterly along the said approximate mean high water line of the said Myakkahatchee Creek, a distance of 468 feet more or less; thence North 00°28'05" West, leaving the said approximate mean high water line, a distance of 464.48 feet more or less to a point; thence South 89°29'48" West, a distance of 831.14 feet; thence South 00°28'05" West, a distance of 248.05 feet to a point of curvature of a circular curve to the right, having a radius of 875.00 feet, a central angle of 05°54'00", a chord bearing of South 03°25'05" West and a chord length of 90.06 feet; thence along the arc of the said curve, a distance of 90.10 feet to a point on an 80.00 foot wide ingress/egress (access) easement as recorded in Official Records Instrument #1998150931 of the Public Records of Sarasota County, Florida; thence North 88°31'07" West, along the Northerly limits of the said ingress/egress easement, a distance of 355.77 feet to a point; thence North 50°48'24" West, continuing along the said Northerly limits, a distance of 59.39 feet; thence North 86°31'07" West, continuing along the said Northerly limits, a distance of 30.00 feet back to the Point of Beginning.

LESS AND EXCEPT the land described in the Warranty Deed from Redus Florida Land, LLC, a Delaware limited liability company, to the North Port Road and Drainage District recorded in Official Records Instrument #2013041222, of the Public Records of Sarasota County, Florida and more particularly described as follows:

Portions of Sections 29, 31 and 32, Township 39 South, Range 21 East, Sarasota County, Florida, more particularly described as follows: Commencing at the point of intersection of the Easterly right-of-way line of North Pan American Boulevard with the Northerly right-of-way line of Tamiami Trail (US-41) as the same is shown on the record plat of the 43rd Addition to Port Charlotte Subdivision, per plat thereof recorded in Plat Book 18, Page 26, Public Records of Sarasota County, Florida; thence N. 13°27'52" E., along the said Easterly line of North Pan American Boulevard, a distance of 734.41 feet to the point of curvature of a curve to the left, having a radius of 440.00 feet, a central angle of 10°58'41", a chord bearing of North 07°58'31"E. and a chord length of 84.18 feet; thence along the arc of the said curve, and said Easterly right-of-way line, an arc length of 84.31 feet to a point on the North line of the Northeast quarter of Section 31 in aforesaid Township 39 South, Range 21 East; thence S. 89°31'55"E., along said North line a distance of 1480.25 feet to the Southwest Corner of aforesaid Section 29, thence N. 23°08'36" East, a distance of 66.20 feet to the "POINT OF BEGINNING" of the easement on the Southerly line of that certain Parcel "D" as recorded in O.R.2666, Page 618, Public Records of Sarasota County, Florida; thence S. 61°10'59" E., along said southerly line, a distance of 140.57 feet more or less, to a point on the "mean high water line" of the Myakkahatchee Creek; thence Southwesterly along said mean high water line a distance of 169.74 feet more or less; thence North 61°10'59" W., a distance of 90.30 feet more or less; thence N. 28°49'01" E., a distance of 120.00 feet; thence N. 01°54'18" W., a distance of 52.35 feet to the POINT OF BEGINNING.

TOGETHER WITH a non-exclusive easement for stormwater drainage over, across and through the Easement Area Identified in that certain Grant of Easement and Right of Use Agreement (Drainage Easement) dated as of March 25, 2002 and recorded April 26, 2002 as Official Records Instrument #2002067121, of the Public Records of Sarasota County, Florida.

Less and Except - Parcel #0996002000

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF SARASOTA, LYING IN SECTIONS 29 AND 30, TOWNSHIP 39 SOUTH, RANGE 21 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2016121988, SARASOTA COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF PAN AMERICAN BOULEVARD WITH THE NORTHERLY RIGHT-OF-WAY OF TAMAMI TRAIL (A/K/A U.S. HIGHWAY 41 AND STATE ROAD 45); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF PAN AMERICAN BOULEVARD FOR THE FOLLOWING 5 COURSES: N.13°30'20"E. FOR 734.42 FEET (FOR THE BASIS OF BEARINGS) TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 440.00 FEET, A DELTA ANGLE OF 21°37'52", A CHORD BEARING OF N.02°41'24"E., AND A CHORD DISTANCE OF 165.13 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 166.12 FEET; THENCE N.08°07'32"W. FOR 585.47 FEET TO THE POINT OF BEGINNING; THENCE N.08°07'32"W. FOR 110.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 01°56'56", A CHORD BEARING OF N.07°08'58"W., AND A CHORD DISTANCE OF 25.85 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 25.85 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1161, PAGE 1713, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 91°54'40", A CHORD BEARING OF S.52°08'00"E., AND A CHORD DISTANCE OF 35.94 FEET; THENCE ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE FOR 40.10 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 730.00 FEET, A DELTA ANGLE OF 20°56'12", A CHORD BEARING OF S.87°37'25"E., A CHORD DISTANCE OF 265.27 FEET; THENCE ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE FOR 266.75 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2004102281, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT ALSO BEING THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1684.74 FEET, A DELTA ANGLE OF 10°48'08", A CHORD BEARING OF S.82°33'23"E., AND A CHORD DISTANCE OF 317.18 FEET; THENCE ALONG THE SOUTH LINE OF SAID LANDS AND THE ARC OF SAID CURVE FOR 317.63 FEET; THENCE S.87°57'27"E. ALONG SAID SOUTH LINE FOR 130.73 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N.02°02'33"E. ALONG THE EAST LINE OF SAID LANDS FOR 400.00 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2019106794, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.87°57'27"E. ALONG THE SOUTH LINE OF SAID LANDS FOR 357.84 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N.02°02'33"E. ALONG THE EAST LINE OF SAID LANDS FOR 419.70 FEET TO A POINT ON THE SOUTH LINE OF A 50 FEET WIDE DRAINAGE RIGHT-OF-WAY AS DEPICTED IN PLAT BOOK 21, PAGES 13A THROUGH 13J, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 3 COURSES: S.87°57'27"E. FOR 364.28 FEET; THENCE N.58°32'33"E. FOR 414.77 FEET; THENCE S.89°57'27"E. FOR 232.29 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2666, PAGE 618, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE THE FOLLOWING 2 COURSES: S.00°02'33"W. FOR 320.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1960.00 FEET, A DELTA ANGLE OF 16°55'51", A CHORD BEARING OF S.08°10'28"W., AND A CHORD DISTANCE OF 537.54 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 539.34 FEET; THENCE S.89°32'50"W. FOR 986.54 FEET; THENCE S.64°27'35"W. FOR 212.43 FEET; THENCE S.02°03'02"W. FOR 140.81 FEET; THENCE N.87°57'27"W. FOR 210.72 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1764.74 FEET, A DELTA ANGLE OF 10°48'08", A CHORD BEARING OF N.82°33'23"W., AND A CHORD DISTANCE OF 332.22 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 332.71 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, A DELTA ANGLE OF 20°56'04", A CHORD BEARING OF N.87°37'22"W., AND A CHORD DISTANCE OF 236.18 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 237.50 FEET; THENCE S.31°59'37"W. FOR 39.39 FEET TO THE EAST RIGHT-OF-WAY LINE OF PAN AMERICAN BOULEVARD AND THE POINT OF BEGINNING;

CONTAINS 19.88 ACRES, MORE OR LESS.

Less and Except Parcel #0996001004

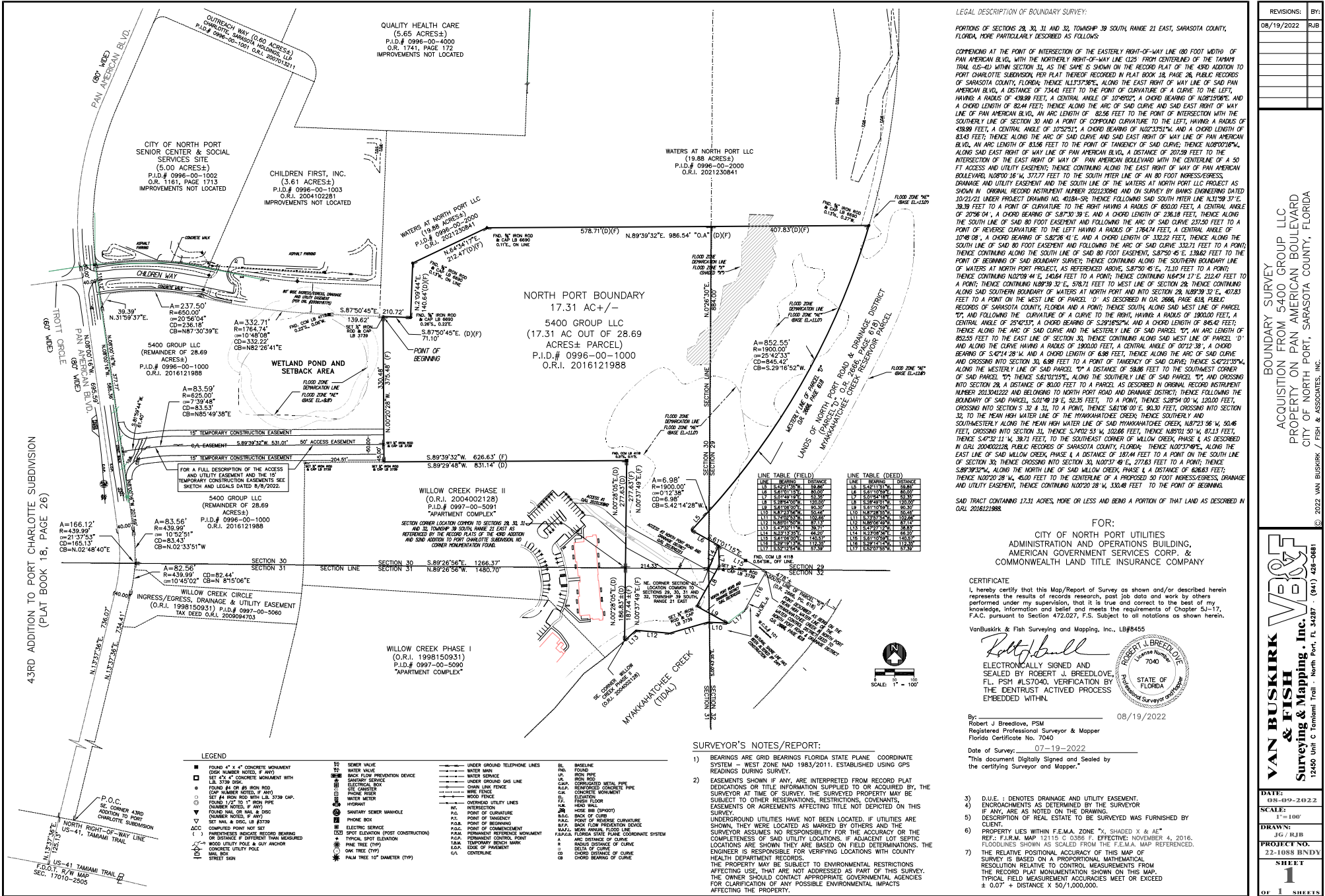
PORTIONS OF SECTIONS 29, 30, 31 AND 32, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE (80 FOOT WIDTH) OF PAN AMERICAN BLVD., WITH THE NORTHERLY RIGHT-OF-WAY LINE (125' FROM CENTERLINE) OF THE TAMiami TRAIL (US-41) WITHIN SECTION 31, AS THE SAME IS SHOWN ON THE RECORD PLAT OF THE 43RD ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE 26, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.13°37'36"E., ALONG THE EAST RIGHT OF WAY LINE OF SAID PAN AMERICAN BLVD., A DISTANCE OF 734.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 439.99 FEET, A CENTRAL ANGLE OF 10°45'02", A CHORD BEARING OF N.08°15'06"E. AND A CHORD LENGTH OF 82.44 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD., AN ARC LENGTH OF 82.56 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SECTION 30 AND A POINT OF COMPOUND CURVATURE TO THE LEFT, HAVING: A RADIUS OF 439.99 FEET, A CENTRAL ANGLE OF 10°52'51", A CHORD BEARING OF N.02°33'51"W. AND A CHORD LENGTH OF 83.43 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD., AN ARC LENGTH OF 83.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°00'16"W., ALONG SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD., A DISTANCE OF 207.59 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY OF PAN AMERICAN BOULEVARD WITH THE CENTERLINE OF A 50 FT ACCESS AND UTILITY EASEMENT; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY OF PAN AMERICAN BOULEVARD, N.08°00'16"W, 377.77 FEET TO THE SOUTH MITER LINE OF AN 80 FOOT INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENT AND THE SOUTH LINE OF THE WATERS AT NORTH PORT LLC PROJECT AS SHOWN IN ORIGINAL RECORD INSTRUMENT NUMBER 2021230841 AND ON SURVEY BY BANKS ENGINEERING DATED 10/21/21 UNDER PROJECT DRAWING NO. 4018A-SR; THENCE FOLLOWING SAID SOUTH MITER LINE N.31°59'37"E. 39.39 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 20°56'04", A CHORD BEARING OF S.87°30'39"E. AND A CHORD LENGTH OF 236.18 FEET, THENCE ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT AND FOLLOWING THE ARC OF SAID CURVE 237.50 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1764.74 FEET, A CENTRAL ANGLE OF 10°48'08", A CHORD BEARING OF S.82°26'41"E. AND A CHORD LENGTH OF 332.22 FEET, THENCE ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT AND FOLLOWING THE ARC OF SAID CURVE 332.71 FEET TO A POINT; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT, S.87°50'45"E. 139.62 FEET TO THE POINT OF BEGINNING OF SAID BOUNDARY SURVEY; THENCE CONTINUING ALONG THE SOUTHERN BOUNDARY LINE OF WATERS AT NORTH PORT PROJECT, AS REFERENCED ABOVE, S.87°50'45"E., 71.10 FEET TO A POINT; THENCE CONTINUING N.02°09'44"E, 140.64 FEET TO A POINT; THENCE CONTINUING N.64°34'17"E. 212.47 FEET TO A POINT; THENCE CONTINUING N.89°39'32"E., 578.71 FEET TO WEST LINE OF SECTION 29; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF WATERS AT NORTH PORT AND INTO SECTION 29, N.89°39'32"E., 407.83 FEET TO A POINT ON THE WEST LINE OF PARCEL "D" AS DESCRIBED IN O.R. 2666, PAGE 618, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND A POINT; THENCE SOUTH, ALONG SAID WEST LINE OF PARCEL "D", AND FOLLOWING THE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 25°42'33", A CHORD BEARING OF S.29°16'52"W. AND A CHORD LENGTH OF 845.42 FEET; THENCE ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID PARCEL "D", AN ARC LENGTH OF 852.55 FEET TO THE EAST LINE OF SECTION 30, THENCE CONTINUING ALONG SAID WEST LINE OF PARCEL "D" AND ALONG THE CURVE HAVING A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 00°12'38", A CHORD BEARING OF

S.42°14'28"W. AND A CHORD LENGTH OF 6.98 FEET, THENCE ALONG THE ARC OF SAID CURVE AND CROSSING INTO SECTION 30, 6.98 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S.42°21'35"W., ALONG THE WESTERLY LINE OF SAID PARCEL "D" A DISTANCE OF 59.86 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "D"; THENCE S.61°01'15"E., ALONG THE SOUTHERLY LINE OF SAID PARCEL "D", AND CROSSING INTO SECTION 29, A DISTANCE OF 80.00 FEET TO A PARCEL AS DESCRIBED IN ORIGINAL RECORD INSTRUMENT NUMBER 2013041222 AND BELONGING TO NORTH PORT ROAD AND DRAINAGE DISTRICT; THENCE FOLLOWING THE BOUNDARY OF SAID PARCEL, S.01°49'19"E, 52.35 FEET, TO A POINT, THENCE S.28°54'00"W, 120.00 FEET, CROSSING INTO SECTION'S 32 & 31, TO A POINT, THENCE S.61°06'00"E. 90.30 FEET, CROSSING INTO SECTION 32, TO THE MEAN HIGH WATER LINE OF THE MYAKKAHATCHEE CREEK; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE MEAN HIGH WATER LINE OF SAID MYAKKAHATCHEE CREEK, N.87°23'56"W, 50.46 FEET, CROSSING INTO SECTION 31, THENCE S.74°02'53"W, 102.66 FEET, THENCE N.85°01'50"W, 87.13 FEET, THENCE S.47°32'11"W, 39.71 FEET, TO THE SOUTHEAST CORNER OF WILLOW CREEK, PHASE II, AS DESCRIBED IN O.R.I. 2004002128, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°37'49"E., ALONG THE EAST LINE OF SAID WILLOW CREEK, PHASE II, A DISTANCE OF 187.44 FEET TO A POINT ON THE SOUTH LINE OF SECTION 30; THENCE CROSSING INTO SECTION 30, N.00°37'49"E., 277.63 FEET TO A POINT; THENCE S.89°39'32"W., ALONG THE NORTH LINE OF SAID WILLOW CREEK, PHASE II, A DISTANCE OF 626.63 FEET; THENCE N.00°20'28"W., 45.00 FEET TO THE CENTERLINE OF A PROPOSED 50 FOOT INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENT, THENCE CONTINUING N.00°20'28"W, 330.48 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 17.31 ACRES, MORE OR LESS AND BEING A PORTION OF THAT LAND AS DESCRIBED IN O.R.I. 2016121988.

EXHIBIT B



LEGAL DESCRIPTION OF BOUNDARY SURVEY:
 PORTIONS OF SECTIONS 28, 30, 31 AND 32, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE 180 FOOT WIDTH OF PAN AMERICAN BLVD. WITH THE NORTHERLY RIGHT-OF-WAY LINE 1125 FEET (FROM CENTERLINE) OF THE TAMPA TRAIL 105-41 WITHIN SECTION 31, TO THE SAME AS SHOWN ON THE RECORD PLAT OF THE 43RD ADDITION TO PORT CHARLOTTE SUBDIVISION PER PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE 26, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N113°27'06"E, ALONG THE EAST RIGHT OF WAY LINE OF S40 PAN AMERICAN BLVD. A DISTANCE OF 754.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 439.99 FEET, A CENTRAL ANGLE OF 10°45'02", A CHORD BEARING OF N08°15'06"E, AND A CHORD LENGTH OF 82.44 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD. AN ARC LENGTH OF 82.56 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SECTION 30 AND A POINT OF COMMENCED CURVATURE TO THE LEFT, HAVING A RADIUS OF 439.99 FEET, A CENTRAL ANGLE OF 10°52'51", A CHORD BEARING OF N02°33'51"W, AND A CHORD LENGTH OF 83.43 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD. AN ARC LENGTH OF 83.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N00°00'00"W, ALONG SAID EAST RIGHT OF WAY LINE OF PAN AMERICAN BLVD. A DISTANCE OF 201.59 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY OF PAN AMERICAN BOULEVARD WITH THE CENTERLINE OF A 50 FT ACCESS AND UTILITY EASEMENT; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY OF PAN AMERICAN BOULEVARD, N00°00'00"W, 187.77 FEET TO THE SOUTH METER LINE OF AN 80 FOOT WAREHOUSE/DRIVEWAY; AND UTILITY EASEMENT AND THE SOUTH LINE OF THE WATERS AT NORTH FORT LLC PROJECT AS SHOWN IN ORIGINAL RECORD INSTRUMENT NUMBER 202123046 AND ON SURVEY BY BANKS ENGINEERING DATED 10/21/21 LATER PROJECT DRAWING NO. 018A-58; THENCE FOLLOWING SAID SOUTH METER LINE N43°19'37"E, 13.39 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 2°35'04", A CHORD BEARING OF S87°30'39"E, AND A CHORD LENGTH OF 236.18 FEET; THENCE ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT AND FOLLOWING THE ARC OF SAID CURVE 237.50 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1784.74 FEET, A CENTRAL ANGLE OF 1°48'09", A CHORD BEARING OF S82°28'41"E, AND A CHORD LENGTH OF 312.22 FEET; THENCE ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT AND FOLLOWING THE ARC OF SAID CURVE 332.21 FEET TO A POINT; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID 80 FOOT EASEMENT, S87°50'45"E, 13.62 FEET TO THE POINT OF BEGINNING OF SAID BOUNDARY SURVEY; THENCE CONTINUING ALONG THE SOUTHERN BOUNDARY LINE OF WATERS AT NORTH FORT LLC PROJECT, AS REFERRED ABOVE, S87°50'45"E, 13.62 FEET TO A POINT; THENCE CONTINUING N02°09'44"E, 14.064 FEET TO A POINT; THENCE CONTINUING N64°51'17"E, 212.47 FEET TO A POINT; THENCE CONTINUING N08°19'32"E, 578.71 FEET TO WEST LINE OF SECTION 28; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF WATERS AT NORTH FORT AND INTO SECTION 28, N08°19'32"E, 407.83 FEET TO A POINT ON THE WEST LINE OF PARCEL 01 AS DESCRIBED IN O&M 2968, SEE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND A POINT; THENCE SOUTH, ALONG WEST LINE OF PARCEL 01, AND FOLLOWING THE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 3°42'14"28"W, TO A POINT; THENCE ALONG THE WEST LINE OF PARCEL 01, A CHORD BEARING OF S27°28'41"E, AND A CHORD LENGTH OF 945.42 FEET; THENCE ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID PARCEL 01, AN ARC LENGTH OF 825.25 FEET TO THE EAST LINE OF SECTION 30; THENCE CONTINUING ALONG SAID WEST LINE OF PARCEL 01 AND ALONG THE CURVE HAVING A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 0°12'38", A CHORD BEARING OF S42°14'28"W, AND A CHORD LENGTH OF 112.38 FEET; THENCE ALONG THE ARC OF SAID CURVE AND CROSSING INTO SECTION 30, 6.98 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S42°12'35"W, 11.21 FEET TO THE WESTERLY LINE OF SAID PARCEL 01, A DISTANCE OF 50.88 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 01; THENCE S61°01'09"E, ALONG THE SOUTHERLY LINE OF SAID PARCEL 01, AND CROSSING INTO SECTION 28, A DISTANCE OF 80.00 FEET TO A POINT AS DESCRIBED IN ORIGINAL RECORD INSTRUMENT NUMBER 2013401222 AND BELONGING TO NORTH PORT ROAD AND DRAINAGE DISTRICT; THENCE FOLLOWING THE BOUNDARY OF SAID PARCEL 01, S01°49'19"E, 52.35 FEET, TO A POINT; THENCE S28°54'00"W, 120.00 FEET, CROSSING INTO SECTION 30, 32 & 31, TO A POINT; THENCE S48°08'00"E, 90.30 FEET, CROSSING INTO SECTION 32, TO THE YEAR HIGH WATER LINE OF THE MYAKKAHATCHEE CREEK; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE YEAR HIGH WATER LINE OF SAID MYAKKAHATCHEE CREEK, N87°21'56"W, 50.46 FEET, CROSSING INTO SECTION 31, THENCE S10°42'53"W, 102.66 FEET; THENCE N08°10'30"W, 87.13 FEET; THENCE S47°12'14"W, 39.71 FEET, TO THE SOUTHWEST CORNER OF MELLOW CREEK, PHASE 1 AS DESCRIBED IN O&M 20040228, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N03°37'06"W, ALONG THE EAST LINE OF SAID MELLOW CREEK, PHASE 1, A DISTANCE OF 187.44 FEET TO A POINT ON THE SOUTH LINE OF SECTION 30; THENCE CROSSING INTO SECTION 30, N00°37'48"E, 27.73 FEET TO A POINT; THENCE S08°28'14"W, 45.00 FEET TO THE CENTERLINE OF A PROPOSED 50 FOOT WAREHOUSE/DRIVEWAY AND UTILITY EASEMENT; THENCE CONTINUING N00°20'28"W, 330.48 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 17.31 ACRES, MORE OR LESS AND BEING A PORTION OF THAT LAND AS DESCRIBED IN O&M 2016121988.

FOR:
 CITY OF NORTH PORT UTILITIES
 ADMINISTRATION AND OPERATIONS BUILDING,
 AMERICAN GOVERNMENT SERVICES CORP. &
 COMMONWEALTH LAND TITLE INSURANCE COMPANY

CERTIFICATE
 I hereby certify that this Map/Report of Survey as shown and/or described herein represents the results of records research, past job data and work by others performed under my supervision, that it is true and correct to the best of my knowledge, information and belief and meets the requirements of Chapter 51-17, F.A.C. pursuant to Section 472.021, F.S. Subject to all notations as shown here.

VanBuskirk & Fish Surveying and Mapping, Inc., LBJ8455

Robert J. Breedlove, PSM
 Registered Professional Surveyor & Mapper
 Florida Certificate No. 7040

DATE OF SURVEY: 07-19-2022
 "This document Digitally Signed and Sealed by the certifying Surveyor and Mapper."

SURVEYOR'S NOTES/REPORT:

- 1) BEARINGS ARE GRID BEARINGS FLORIDA STATE PLANE COORDINATE SYSTEM - WEST ZONE WAD 1983/2011, ESTABLISHED USING GPS READINGS DURING SURVEY.
- 2) EASEMENTS SHOWN IF ANY, ARE INTERPRETED FROM RECORD PLAT DEDICATIONS OR TITLE INFORMATION SUPPLIED TO OR ACQUIRED BY THE SURVEYOR AT TIME OF SURVEY. THE SURVEYED PROPERTY MAY BE SUBJECT TO OTHER RESERVATIONS, RESTRICTIONS, COVENANTS, EASEMENTS OR AGREEMENTS AFFECTING TITLE NOT DEPICTED ON THIS SURVEY.
- 3) D.U.E. - DENOTES DRAINAGE AND UTILITY EASEMENT.
- 4) ENCROACHMENTS AS DETERMINED BY THE SURVEYOR IF ANY, ARE AS NOTED ON THE DRAWING.
- 5) DESCRIPTION OF REAL ESTATE TO BE SURVEYED WAS FURNISHED BY CLIENT.
- 6) PROPERTY LIES WITHIN F.E.M.A. ZONE "X", SHADDED "X" & "AE" REF. TO F.I.R.M. MAP 12118, EFFECTIVE DATE 4, 2016. FLOODINGS SHOWN AS SCALED FROM THE F.E.M.A. MAP REFERENCED.
- 7) THE RELATIVE POSITIONAL ACCURACY OF THIS MAP OF SURVEY IS BASED ON A PROPORTIONAL MATHEMATICAL RESOLUTION RELATIVE TO CONTROL MEASUREMENTS FROM THE RECORD PLAT MONUMENTATION SHOWN ON THIS MAP. TYPICAL FIELD MEASUREMENT ACCURACIES MEET OR EXCEED $\pm 0.07' + \text{DISTANCE} \times 50/1,000,000$.

REVISIONS:	BY:
08/19/2022	RJB

BOUNDARY SURVEY
 ACQUISITION FROM 5400 GROUP LLC
 PROPERTY ON PAN AMERICAN BOULEVARD
 CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA
 © 2022 VAN BUSKIRK / FISH & ASSOCIATES, INC.

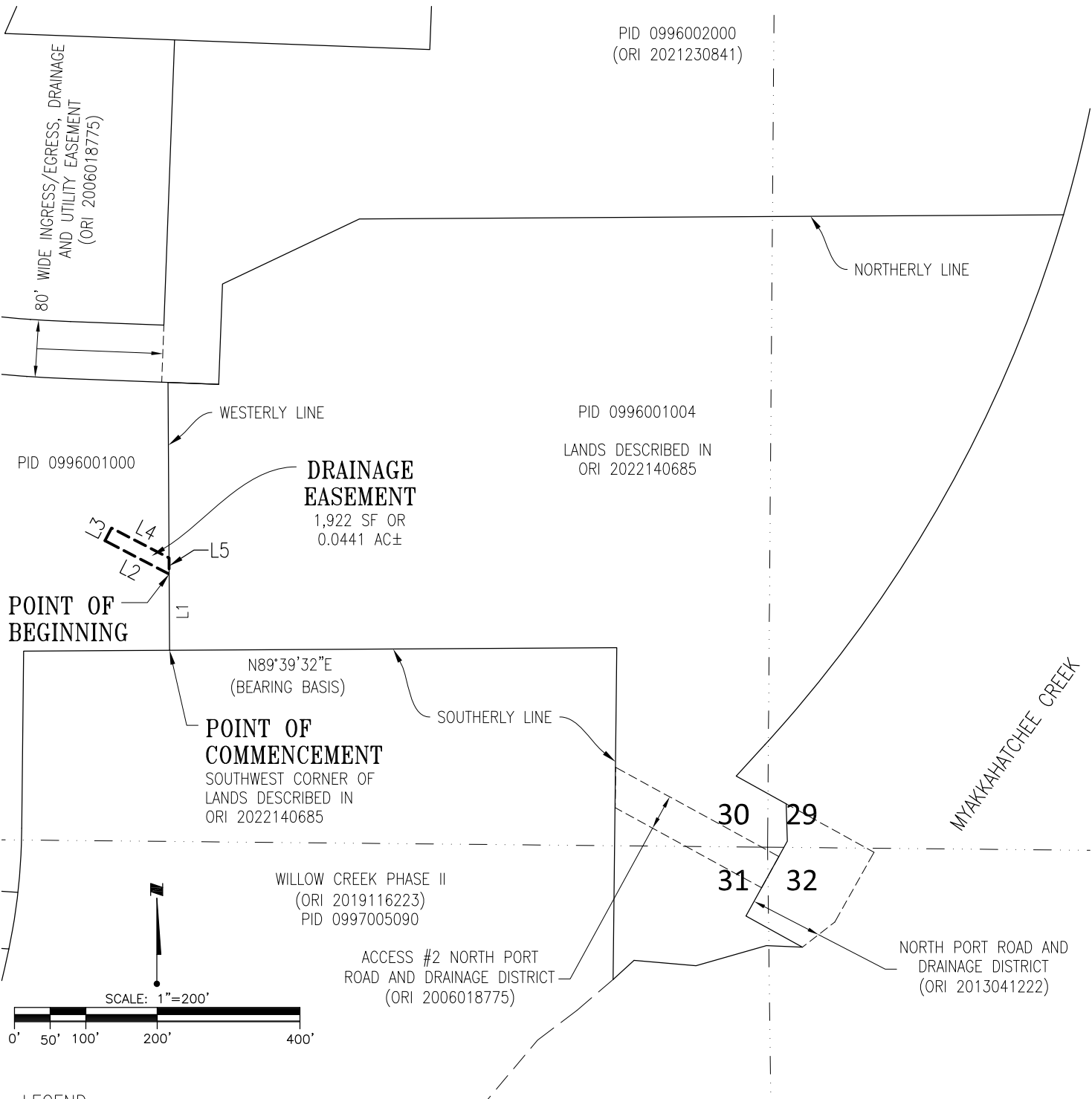
VAN BUSKIRK & FISH
 Surveying & Mapping, Inc.
 12450 Unit C Tomlinson Trail - North Port, FL 34287 - (941) 425-0881

DATE: 08-09-2022
 SCALE: 1"=100'
 DRAWN: JG/RJB
 PROJECT NO: 22-1088 BNDY
 SHEET 1 OF 1 SHEETS

EXHIBIT C

Exhibit B to Resolution No. 2024-R-69

PID 0996002000
(ORI 2021230841)



LEGEND:
 PID = PROPERTY IDENTIFICATION NUMBER
 ORI = OFFICIAL RECORDS INSTRUMENT
 ORB = OFFICIAL RECORDS BOOK
 SF = SQUARE FEET
 AC = ACRES
 ± = MORE OR LESS

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

Oct 24, 2024 - 16:01:31 EDMEJIA\2156\active\2270451002\survey\drawing\2270451002v-spsk09.dwg

SKETCH & DESCRIPTION OF A
 DRAINAGE EASEMENT LOCATED IN
 SECTION 30, TOWNSHIP 39 S., RANGE 21 E.,
 SARASOTA COUNTY, FLORIDA



Stantec

6920 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #27013 • www.stantec.com
 Licensed Business Number 7866

TASK CODE: 801.001	DRAWN BY: EDM	CHKED BY: JRJ	CAD FILE: 2270451002v-spsk09	PROJECT NO: 2270451002	SHEET 1 OF 2	DRAWING INDEX NO: B2270451002v-spsk09*	REV:
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DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land of lying in Section 30, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.00°20'28"W. along the westerly line of said lands, a distance of 106.82 feet to the POINT OF BEGINNING; thence N.62°30'12"W., a distance of 101.40 feet; thence N.27°29'48"E., a distance of 20.00 feet; thence S.62°30'12"E., a distance of 90.83 feet; thence S.00°20'28"E. along abovementioned westerly line, a distance of 22.62 feet to the POINT OF BEGINNING.

Containing 1,922 square feet or 0.0441 acres, more or less

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'28"W	106.82'
L2	N62°30'12"W	101.40'
L3	N27°29'48"E	20.00'
L4	S62°30'12"E	90.83'
L5	S00°20'28"E	22.62'

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 SOUTHERLY LINE, BEING N89°39'32"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

 Joseph A. Kelly, P.S.M.
 Florida Registration No. 7141

 Date of Signature

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

Oct 24, 2024 - 16:01:31 EDMEJIA\V:\2156\active\2270451002\survey\drawing\2270451002v-spsk09.dwg

SKETCH & DESCRIPTION OF A
 DRAINAGE EASEMENT LOCATED IN
 SECTION 30, TOWNSHIP 39 S., RANGE 21 E.,
 SARASOTA COUNTY, FLORIDA



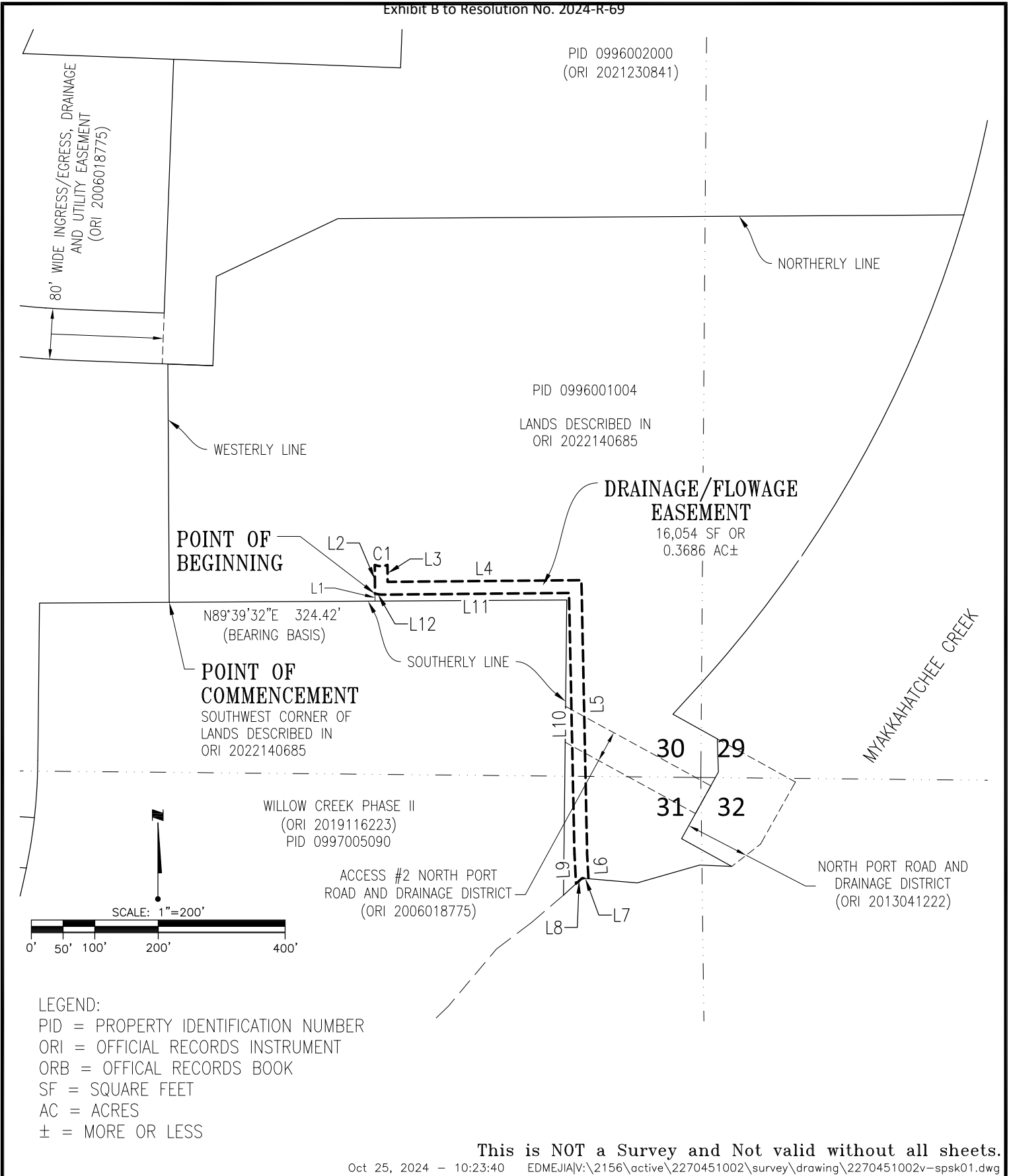
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TASK CODE: 801.001	DRAWN BY: EDM	CHKED BY: JRJ	CAD FILE: 2270451002v-spsk09	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v-spsk09*	REV:
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EXHIBIT D

Exhibit B to Resolution No. 2024-R-69



LEGEND:
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Oct 25, 2024 - 10:23:40 EDMEJIA\V:\2156\active\2270451002\survey\drawing\2270451002v-spsk01.dwg


SKETCH & DESCRIPTION OF A DRAINAGE/FLOWAGE EASEMENT LOCATED IN SECTIONS 30 & 31, TOWNSHIP 39 S., RANGE 21 E., SARASOTA COUNTY, FLORIDA				 Stantec 6920 Professional Parkway East, Sarasota, FL 34240-8414 Phone 941-907-6900 • Fax 941-907-6910 Certificate of Authorization #27013 • www.stantec.com Licensed Business Number 7866			
TASK CODE:	DRAWN BY:	CHKED BY:	CAD FILE:	PROJECT NO:	SHEET	DRAWING INDEX NO:	REV:
801.001	EDM	JRJ	2270451002v-spsk01	2270451002	1 OF 2	B2270451002v-spsk01*	

EXHIBIT D

Exhibit B to Resolution No. 2024-R-69

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

A tract of land of lying in Sections 30 & 31, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.89°39'32"E. along the southerly line of said lands, a distance of 324.42 feet; thence N.00°20'28"W., a distance of 11.54 feet to the POINT OF BEGINNING; thence N.00°30'12"W., a distance of 45.37 feet to the point of curvature of a non-tangent curve to the left, having a radius of 27.00 feet and a central angle of 43°28'37"; thence Easterly along the arc of said curve, a distance of 20.49 feet, said curve having a chord bearing and distance of N.89°29'48"E., 20.00 feet, to the end of said curve; thence S.00°30'12"E. along a line non-tangent to said curve, a distance of 26.82 feet; thence N.89°29'48"E., a distance of 305.56 feet; thence S.01°11'26"E., a distance of 430.95 feet; thence S.03°10'16"E., a distance of 39.46 feet to a point on the abovementioned southerly line; the following two (2) calls are along said southerly line: (1) thence N.85°01'50"W., a distance of 10.10 feet; (2) thence S.47°32'11"W., a distance of 12.92 feet; thence N.03°10'16"W., a distance of 46.56 feet; thence N.01°11'26"W., a distance of 411.54 feet; thence S.89°29'48"W., a distance of 296.58 feet; thence N.81°35'29"W., a distance of 9.33 feet to the POINT OF BEGINNING.

Containing 16,054 square feet or 0.3686 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'28"W	11.54'
L2	N00°30'12"W	45.37'
L3	S00°30'12"E	26.82'
L4	N89°29'48"E	305.56'
L5	S01°11'26"E	430.95'
L6	S03°10'16"E	39.46'
L7	N85°01'50"W	10.10'
L8	S47°32'11"W	12.92'
L9	N03°10'16"W	46.56'
L10	N01°11'26"W	411.54'
L11	S89°29'48"W	296.58'
L12	N81°35'29"W	9.33'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	27.00'	43°28'37"	20.49'	20.00'	N89°29'48"E

NOTES:

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2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHERLY LINE, BEING N89°39'32"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Joseph A. Kelly, P.S.M.
 Florida Registration No. 7141

Date of Signature

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Oct 25, 2024 - 10:23:40 EDMEJIA\V:\2156\active\2270451002\survey\drawing\2270451002v-spsk01.dwg

SKETCH & DESCRIPTION OF A DRAINAGE/FLOWAGE EASEMENT LOCATED IN SECTIONS 30 & 31, TOWNSHIP 39 S., RANGE 21 E., SARASOTA COUNTY, FLORIDA



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TASK CODE: 801.001	DRAWN BY: EDM	CHKED BY: JRJ	CAD FILE: 2270451002v-spsk01	PROJECT NO: 2270451002	SHEET 2 OF 2	DRAWING INDEX NO: B2270451002v-spsk01*	REV:
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EXHIBIT D

Exhibit B to Resolution No. 2024-R-69

PID 0996002000
(ORI 2021230841)

PID 0996001004
LANDS DESCRIBED IN
ORI 2022140685

**DRAINAGE
EASEMENT**
6,860 SF OR
0.1575 AC±

WILLOW CREEK PHASE II
(ORI 2019116223)
PID 0997005090

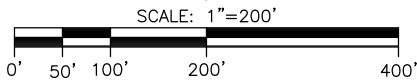
ACCESS #2 NORTH PORT
ROAD AND DRAINAGE DISTRICT
(ORI 2006018775)

NORTH PORT ROAD AND
DRAINAGE DISTRICT
(ORI 2013041222)

**POINT OF
BEGINNING**

**POINT OF
COMMENCEMENT**
SOUTHWEST CORNER OF
LANDS DESCRIBED IN
ORI 2022140685

N89°39'32"E
(BEARING BASIS)



LEGEND:

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Oct 24, 2024 - 15:56:33 EDMEJIA\V:\2156\active\2270451002\survey\drawing\2270451002v-spsk08.dwg

SKETCH & DESCRIPTION OF A
DRAINAGE EASEMENT LOCATED IN
SECTION 30, TOWNSHIP 39 S., RANGE 21 E.,
SARASOTA COUNTY, FLORIDA



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TASK CODE: 801.001	DRAWN BY: EDM	CHKED BY: JRJ	CAD FILE: 2270451002v-spsk08	PROJECT NO: 2270451002	SHEET 1 OF 2	DRAWING INDEX NO: B2270451002v-spsk08*	REV:
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EXHIBIT D

Exhibit B to Resolution No. 2024-R-69

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

A tract of land of lying in Section 30, Township 39 South, Range 21 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of lands described special warranty deed recorded in Official Records Instrument Number 2022140685 of the Public Records of Sarasota County, Florida; thence N.00°20'28"W. along the westerly line of said lands, a distance of 106.82 feet to the POINT OF BEGINNING; thence continue N.00°20'28"W. along said westerly line, a distance of 22.62 feet; thence S.62°30'12"E., a distance of 144.27 feet; thence S.81°35'29"E., a distance of 199.10 feet; thence S.00°30'12"E., a distance of 20.24 feet; thence N.81°35'29"W., a distance of 205.60 feet; thence N.62°30'12"W., a distance of 137.07 feet to the POINT OF BEGINNING.

Containing 6,860 square feet or 0.1575 acres, more or less

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'28"W	106.82'
L2	N00°20'28"W	22.62'
L3	S62°30'12"E	144.27'
L4	S81°35'29"E	199.10'
L5	S00°30'12"E	20.24'
L6	N81°35'29"W	205.60'
L7	N62°30'12"W	137.07'

NOTES:

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Joseph A. Kelly, P.S.M.
 Florida Registration No. 7141

Date of Signature

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SKETCH & DESCRIPTION OF A
 DRAINAGE EASEMENT LOCATED IN
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