



City of North Port

RESOLUTION NO. 2025-R-84

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, GRANTING A NON-EXCLUSIVE PERMANENT AND EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENTS LOCATED ON A PORTION OF THE PARCEL LYING IN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY FLORIDA, PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS 0793-00-1010 AND 0815-00-1010; PROVIDING 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 City of North Port, Florida ("City") owns a parcel of land located in Section 12, Township 40 South, Range 20 East, Sarasota County, Florida, bearing Parcel Identification Numbers 0793-00-1010 and 0815-00-1010 ("City Property"); and

WHEREAS, the City desires to grant an exclusive temporary construction easement to Peace River Manasota Regional Water Supply Authority to construct, install, operate, inspect, patrol, test, repair, relocate, replace, remove, upgrade, and maintain an underground water pipeline; and

WHEREAS, the exclusive temporary construction easement will automatically terminate upon the earlier of: two (2) years from the date of a signed agreement or order by the Court granting Peace River its easement rights; or the recording of a Certificate of Completion of the construction of the waterline and facilities by Peace River; and

WHEREAS, the City desires to grant a non-exclusive permanent easement to Peace River Manasota Regional Water Supply Authority to access, install, construct, inspect, patrol, test, repair, relocate, replace, remove, upgrade, and maintain an underground water pipeline; and

WHEREAS, the City and Peace River Manasota Regional Water Supply Authority desire to execute each easement agreement for the easements located on the City Property; 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 *Exclusive Temporary Construction Easement Agreement* with Peace River Manasota Regional Water Supply Authority, attached as Exhibit A; providing for the conveyance of easements described in the agreement.
- 2.03 The City Commission approves the *Non-Exclusive Permanent Water Main Easement Agreement* with Peace River Manasota Regional Water Supply Authority, 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 Peace River Manasota Regional Water Supply Authority Easement Agreement are accepted and approved.

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 4, 2025.

CITY OF NORTH PORT, FLORIDA

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

Parcel #: ____

EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT (the “Agreement”), is made and entered into this ____ day of _____, 2025, by and between **THE CITY OF NORTH PORT, FLORIDA**, a municipal corporation of the State of Florida, (“Grantor” or “Owner”), whose address is 4970 City Hall Boulevard, North Port, Florida 34286, and **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes (“Authority” or “Grantee”), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

RECITALS:

WHEREAS, Grantee desires to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, replace, remove and upgrade an underground pipeline for the purpose of transporting water over, across, through and under certain lands (the “Waterline”), along with the installation of appurtenant above-ground and below-ground pipes, valves and equipment (collectively the “Facilities”), to be located within the Easement Property (as defined below).

WHEREAS, Grantee has requested, and Grantor has agreed to grant an exclusive temporary construction easement to Grantee on the Temporary Construction Property (as defined below), to construct and install the above-mentioned Waterline and Facilities on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the sum of Ten Dollars and No/100 Dollars (\$10.00), together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby voluntarily grants, conveys, and establishes a temporary exclusive construction easement for the benefit of Grantee upon the Property described in Exhibit “A,” which shall run with the land, be binding upon Grantor, remain in full force and effect for the duration provided below, and the parties agree as follows:

1. To the extent applicable, the temporary exclusive construction easement rights acquired by Authority are described herein. Such rights extend over, above, across, through, and under the Easement Property and include the rights of Authority’s agents, employees, licensees, or other persons or entities Authority deems necessary (collectively, the “Easement Property”).

2. Authority, its successors and assigns, shall have the right, title and interest for an exclusive temporary construction easement and staging area over, above, across, through and under Grantor/Owner's Easement Property (the "Temporary Construction Property"), for the purpose of constructing and installing the Waterline and Facilities over, above, across, through and under certain lands, which easement rights shall extend to Authority's agents, employees, licensees or such other persons or entities as Authority deems necessary.

3. Authority's construction activities on the Temporary Construction Property, include, but are not limited to, providing vehicular, equipment, and pedestrian access to the Waterline as well as excavating, storing material and equipment, and removing vegetation, structures, or fences on the Temporary Construction Property. Notwithstanding the foregoing, if Authority removes any vegetation or structures from the Temporary Construction Property, Authority shall permanently remove or dispose of same (if they are not otherwise reinstalled by Authority), from the Temporary Construction Property. Any excavated materials, the volume of which is substituted by any pipeline and supporting fill material constructed on the Temporary Construction Property, that is not used within the Waterline shall also be permanently removed by Authority from the Temporary Construction Property by the expiration of this Temporary Construction Easement.

In addition:

- a) Any area disturbed as a result of the installation of new pipe shall be cleared.
- b) During construction activity, Authority shall have the right to construct, relocate, maintain and replace fencing on the Temporary Construction Property. Any damaged fencing shall be replaced to the reasonable satisfaction of the City.
- c) Any roadways damaged as a result of the delivery of materials and equipment, and hauling of material shall be the sole responsibility of Authority to repair and/or restore to pre-existing roadway conditions, or better.
- d) During construction activity, Authority shall not unreasonably interfere with the Owners' reasonable use of ingress and egress to their property abutting the Temporary Construction Property and shall use its best efforts to maintain access across the Temporary Construction Property. Notwithstanding the foregoing, Authority shall be permitted to reasonably restrict, but shall not deny, ingress and egress for safety purposes in its reasonable discretion during active construction. Recognizing that the location of ingress and egress across the Temporary Construction Property may change due to construction activities or safety concerns during the term of this Agreement, Authority shall provide notice to the Owners of the designated ingress and egress locations in advance of construction activities, except in the case of an emergency condition.
- e) After completion of construction activity, Authority will remove all construction equipment and unused materials and shall re-seed or re-sod the Temporary Construction Property and other areas until a healthy stand of grass is rooted and established, if any, disturbed by the

construction operations of Authority. Subject to Authority's rights hereunder and to the extent not inconsistent therewith, Authority will restore, as near as reasonably practicable, the surface of all disturbed areas of the Temporary Construction Property to pre-construction elevations, contours, grades, and condition, as the continued function and utility of the Temporary Construction Property.

4. The Temporary Construction Easement granted herein shall be temporary in nature. The Temporary Construction Easement (and this Agreement) shall terminate in its entirety upon two (2) years from the execution of this Agreement or the recording of a Certificate of Completion of the construction of the Waterline and Facilities by Authority, whichever is earlier. Notwithstanding such termination, Authority shall remain obligated, within a reasonable time, to remove all construction equipment and unused materials, restore the Temporary Construction Property and any other disturbed areas, and re-seed and re-sod or otherwise return the property to pre-construction condition, consistent with the continued function and utility of the Temporary Construction Property, as required under this Agreement.

5. Notwithstanding Paragraph 4, herein, Authority shall continue to have access to and ingress and egress over the Temporary Construction Property for the purposes of movement of personnel, supplies, and equipment associated with monitoring and testing the health of wetlands in the vicinity of the Waterline and Facilities for a period of: (a) seven (7) years from the date the interest in Land is acquired by Authority, or (b) written notification to Grantor by Authority that monitoring and testing the health of wetlands is complete, whichever occurs sooner. Owners shall retain the right to continue to use the Temporary Construction Property for any lawful purposes that do not directly interfere with Authority's rights or obligations granted under this Agreement.

6. Grantor represents to Grantee that the Easement Property is not leased, rented or occupied by any lessee or tenant.

7. In the event of any dispute arising under this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action. This provision shall survive termination of this Agreement.

8. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

9. Governing Law; Venue. This Agreement shall be governed in accordance with Florida law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Sarasota County, Florida.

10. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

11. Notices. Any notices to be delivered pursuant to this Agreement shall be delivered to the parties at the addresses set forth in the preamble hereof. Any party may change its address for notice purposes by delivering written notice thereof to the other parties. Notices required by this Agreement shall be effective if delivered by hand, overnight courier service, facsimile, or U.S. Mail, postage prepaid. Notices shall be deemed received within three (3) days of deposit in the mail if sent by U.S. Mail, upon receipt by the sender of an electronic confirmation if sent by facsimile, upon delivery if hand delivered, and one (1) business day after deposit with any overnight courier service if sent in such manner.

12. The recitals above are true, correct, and incorporated herein by reference.

13. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement.

14. This Agreement incorporates and describes all the grants, undertakings, conditions, and consideration of the parties with respect to the Agreement. Grantor, in executing and delivering this Agreement, represents that Grantor has authority to bind and execute this Agreement and has not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as expressly set forth herein.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2025.

GRANTOR: THE CITY OF NORTH PORT,

WITNESSES:

FLORIDA

By: _____

By: _____

As Its: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by _____, as _____ of City of North Port, Florida, a municipal corporation of the State of Florida, 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 _____.

GRANTEE:

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY, a regional
water supply authority created and existing
pursuant to Sections 373.713 and 163.01,
Florida Statutes.

By: _____

Printed Name: _____

Address: _____

Approved to form and correctness:

Douglas Manson, Esq., General Counsel

WITNESSES:

By: _____

Printed Name: _____

By: _____

Printed Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this ____ day of _____, 20__, by _____,
as _____ of Peace River Manasota Regional Water
Supply Authority, a regional water supply authority created and existing pursuant to Sections
373.713 and 163.01, Florida Statutes , 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 _____.

EXHIBIT A

Exhibit A to Resolution No. 2025-R-84

Easement
506

SKETCH

POINT OF COMMENCEMENT
NE CORNER 12-40-20

NE 1/4
12-40-20

NW 1/4
7-40-21

0815 00 1000

S 00°19'19" W
656.00'

0815 00 1010

L1
L5

EAST LINE NE 1/4
12-40-20
(COUNTY LINE)

25' T.C.E.
0.14 AC ±

POINT OF
BEGINNING

L4

L2

L3

L1
N 89°40'41" W
50.00'

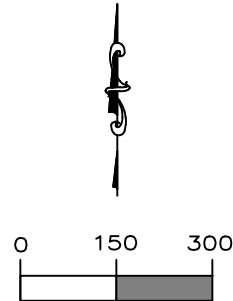
L2
S 00°19'19" W
245.00'

L3
N 89°40'41" W
25.00'

L4
N 00°19'19" E
245.00'

L5
S 89°40'41" E
25.00'

0815 00 1000



ABBREVIATIONS

AC	ACRES
NE	NORTHEAST
NW	NORTHWEST
PID	PARCEL IDENTIFICATION
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION

A 25' WIDE TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 656.00 FEET; THENCE N 89°40'41" W DEPARTING SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°19'19" W PARALLEL WITH THE EAST LINE OF SAID SECTION 12 AND 50.00 WESTERLY THEREFROM, A DISTANCE OF 245.00 FEET; THENCE N 89°40'41" W, A DISTANCE OF 25.00 FEET; THENCE N 00°19'19" E, A DISTANCE OF 245.00 FEET; THENCE S 89°40'41" E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.14 ACRES MORE OR LESS.

NOTES

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
RAISED SEAL OR DIGITAL SIGNATURE OF A
PROFESSIONAL SURVEYOR AND MAPPER.

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

PAGE 1 OF 1

PID 0815 00 1010
25' TEMPORARY CONSTRUCTION EASEMENT

SECTION 12 TOWNSHIP 40 S RANGE 20 E

SARASOTA COUNTY, FLORIDA

DRAWN: JM

DATE
NOVEMBER 2023

SCALE
1" = 300'

22-2795

Parcel #: ____

NON-EXCLUSIVE PERMANENT WATER MAIN EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT WATER EASEMENT AGREEMENT (the “Agreement”), is made and entered into this ____ day of _____, 2025, by and between **THE CITY OF NORTH PORT, FLORIDA**, a municipal corporation of the State of Florida, (“Grantor or “Owner”), whose address is 4970 City Hall Boulevard, North Port, Florida 34286, (“Grantor”), and **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes (“Authority” or “Grantee”), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

RECITALS:

WHEREAS, Grantee desires to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade an underground pipeline for the purpose of transporting water over, across, through and under the lands hereinafter described (the “Waterline”), along with the installation of appurtenant above-ground and below-ground pipes, valves and equipment (collectively the “Facilities”), to be located within the Easement Property (as defined below).

WHEREAS, Grantee has requested, and Grantor grant a non-exclusive, permanent and perpetual easement to Grantee to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade the above-mentioned Waterline and Facilities on the Easement Property (as defined below), on the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and the sum of Ten and No/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. To the extent applicable, the non-exclusive permanent, perpetual waterline easement interests and rights acquired by Authority over, above, across, through and under the Owner’s property located in Sarasota County, Florida and are further described herein. The applicability of any particular estate shall be determined by those interests and rights described and depicted on Exhibit “A” attached hereto (the “Easement Property”).

2. Authority shall have the right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade an underground pipeline for the purpose of transporting water over, across, through and under the lands hereinafter described (the “Waterline”), along with the installation of appurtenant above-ground and below-

ground pipes, valves and equipment (collectively the “Facilities”), for the purpose of transporting water over, above, across, through and under the Easement Property within the Peace River Authority Regional Integrated Loop Phase 2B Pipeline, in Sarasota County, Florida.

3. Authority’s easement rights, as described below, may be exercised by Authority’s agents, employees, representatives, licensees, invitees, or such other persons or entities as Authority deems necessary. Those rights include the following:

a. Authority shall have the perpetual right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade the Waterline and/or Facilities, which Waterline and Facilities shall be used for the purpose of transporting water over, above, across, through and under the Easement Property.

b. Authority shall have the free and full right of ingress and egress from the Easement Property by means of the Easement Property and adjacent public or private roadways, easements or right-of-way owned or held by or lawfully available to Authority, including and other property over which Authority has access rights. Subject to Authority’s declaration of an emergency need for access, which determination shall be in Authority’s sole discretion, Authority shall notify and coordinate access with the Grantor to ensure that routine access for purposes of ingress and egress does not interfere with the security or operations of the Grantor’s facility. Grantor shall not unreasonably deny access and, shall have up to fifteen (15) days to reasonably deny same or propose a reasonable alternative option. Should Grantor fail or refuse to timely respond within the fifteen (15) days, Authority’s access request is thereby automatically deemed approved.

c. Grantee shall further have the right to use Grantor’s existing roadway system for ingress, egress and regress to any and all portions of the Easement Property granted herein. Notwithstanding the foregoing, Grantor has no obligation to construct, repair or maintain any roadways for Grantee’s use.

d. Subject to Authority’s declaration of an emergency need, in Authority’s sole discretion, Authority agrees that no less than ninety (90) days prior to the replacement, removal or relocation of the Waterline and/or the Facilities, Authority shall place Owners on notice of the proposed changes to Owners.

e. Authority shall have the right to excavate and refill ditches and trenches for the location of such Waterline and Facilities and further right to remove fences, trees, bushes, undergrowth, structures and any other obstructions interfering with the location, construction, operation, maintenance, repair, upgrade and replacement of such Waterline and/or Facilities. Notwithstanding the foregoing, any Authority removal of fences required to maintain the security of Grantor’s facility shall be coordinated with the Grantor to ensure the security of the Easement Property at all times. Any fence that must be removed shall be replaced and a temporary fence shall be provided as required by the Grantor.

f. Authority shall maintain the Easement Property by cutting and removing there from trees, brush, and other natural obstructions that may, in the reasonable judgment of Authority or pursuant to regulatory requirements, injure, endanger or interfere with Authority's use of the Easement Property.

g. Authority shall not unreasonably restrict ingress or egress to Owners' property abutting the Easement Property and shall use its best efforts to provide reasonable ingress and egress across the Easement Property for use of Owners. Notwithstanding the foregoing, Authority shall be permitted to restrict ingress or egress to property abutting the Easement Property for safety purposes only in Authority's reasonable discretion during periods of construction activity. Recognizing that the location of ingress and egress across the Easement Property may change due to construction activities or safety concerns during the term of this Agreement, Authority shall provide notice to the Owners of the designated ingress and egress locations in advance of construction activities, except in the case of an emergency condition.

h. After completion of construction activity, Authority will remove all construction equipment and unused materials and will, where applicable re-seed or re-sod the Easement Property and other areas, if any, disturbed by the construction operations of Authority. Subject to Authority's rights hereunder and to the extent not inconsistent therewith, Authority will restore the surface of all disturbed areas of the Easement Property to pre-construction elevations, contours, grades, and condition, as near as is reasonably practicable.

4. The parties agree that this Agreement is non-exclusive in nature.

5. As to the Permanent Easement, Owner(s) retains the right and may continue to use the Easement Property for any lawful purposes that does not interfere with Authority's rights acquired hereunder and improvement of such facilities, provided however that Owner(s) shall neither impound water, construct nor permit to be constructed any building, structure or other improvement upon the Easement Property which interferes with the exercise by Authority of the rights hereby conveyed, including ingress and egress from the Easement Property, and the safe operation of the Waterline. Owner(s) reserves the right to install, subject to the provisions of this Term Sheet, landscaping, roads, driveways, fences and underground utilities and other road paving installations as may be necessary for Owners' development and enjoyment of the remainder property. For safety and for the Authority's operational purposes, the use of the surface and subsurface of the Easement Property by Owners shall be subject to the following terms, conditions and limitations.

a. Owner(s) shall not unreasonably enter upon or use the Easement Property while the Waterline and/or Facilities are being constructed, repaired, replaced or upgraded. Subject to Grantor's declaration of an emergency need for access, Grantor shall notify and coordinate access with the Authority to ensure that routine access so long as said access does not interfere with the security or operations of the Authority's Waterline and/or Facilities. Authority shall not unreasonably deny access and, shall have up to fifteen (15) days to reasonably deny the same or

propose a reasonable alternative option. Should Authority fail or refuse to timely respond within the fifteen (15) days, Grantor's access request is thereby automatically deemed approved. Owners shall not obstruct or restrict Authority's use of the Easement Property in any manner;

b. No excavation operations shall be undertaken within the Easement Property without five (5) days prior written notice to the Authority and to the Florida Sunshine State One Call System or its successor(s), except in the case of emergency operations, for which notice shall be provided as soon as practicable, but no less than forty-eight (48) hours in advance;

c. Construction activities and operation by the Grantor on and/or under the Easement Property shall be subject to prior written approval of Authority for such operations, which approval shall not be unreasonably withheld and Authority shall have up to fifteen (15) days to reasonably deny the same or propose a reasonable alternative option. Should Authority fail or refuse to timely respond within the fifteen (15) days, Grantor's access request is thereby automatically deemed approved. Construction, installation, operation and maintenance activities by the Owner on or across the Easement Property and/or use of the surface or subsurface of the Easement Property shall be in compliance with all applicable statutes, rules, regulations, ordinances and codes of any governmental agency or entity having jurisdiction over the Easement Property and/or the operations being conducted;

d. Installation and construction of any public or private utilities, including but not limited to, water, sewer, gas, electrical, fiber optic and/or telephone which impact or encroach on the Easement Property shall be subject to the following additional specific terms, conditions and limitations: (1) construction and installation of all subsurface utility pipe or cables which cross the Easement Property shall be constructed and installed so as to maintain a separate distance of not less than eighteen inches (18") or state-required minimum separation, whichever is greater, between such pipes and/or cables and Authority's Waterline pipe, and (2) no utilities shall be installed above the Easement Property or between the surface of the property and the top of the Waterline pipe;

e. Installation and construction of any fences that impact or encroach on the Easement Property, after the initial construction of the Waterline, shall be subject to reasonable terms and conditions to protect the Waterline. Fence posts for any fences crossing the Easement Property perpendicularly should maintain a minimum distance of ten feet (10') from either side of the Waterline pipe, and fences running parallel to the Easement Property should maintain a minimum distance of ten feet (10') from the Waterline pipe, unless Authority agrees otherwise in writing;

f. No construction of new canals, ditches, or other open drainage facilities, nor use of explosives, intentional flooding, or setting of fires, shall be conducted on or across the surface of the Easement Property without Authority's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed;

g. Installation and construction of any public or private roads or streets that impact or encroach on the Easement Property shall be subject to Authority's prior written approval,

which shall not be unreasonably withheld, conditioned, or delayed. Authority shall have the right to utilize any road or street installed on or across the Easement Property as a means of ingress to, or egress from, the Easement Property. Use of such roads and streets shall be at the sole risk of the user;

h. Planting or installation of any trees and/or landscaping that impacts or encroaches on the Easement Property, after the initial construction of the Waterline and/or Facilities, shall be subject to the following specific additional terms, conditions and limitations: (1) any trees or shrubbery shall be shallow rooted; and (2) no trees or shrubbery shall be planted any closer than ten feet (10') on either side of any Waterline or Facilities located on the Easement Property;

i. Owners shall be responsible, at the sole cost and expense of Owners, for the repair or maintenance of any roads, streets, fences and/or subsurface utilities (excluding the Waterline and the Facilities), installed on or across the Easement Property and for the care and maintenance of the trees, shrubbery and other landscaping planted by Owners on the Easement Property;

j. Authority shall be responsible, at the sole cost and expense of the Authority, for the repair and maintenance of the Waterline and the Facilities installed on or across the Easement Property and for the care and maintenance of the trees, shrubbery and other landscaping planted by Authority on the Easement Property; and

k. Operations by others on the Easement Property shall not impair or interfere with the rights granted to Authority and shall not require the relocation or lowering of the Waterline pipe, decrease the ground cover of the Waterline pipe, or change the contour of the ground surface over the Easement Property.

6. Authority agrees to provide Owners, either upon Owners' request or at Authority's option, a prior written determination whether any particular exercise of the right to use the Easement Property by Owners does, or does not directly interfere with the safe and efficient exercise of Authority's rights, which determination shall not be arbitrarily or unreasonably withheld, conditioned, or delayed.

7. Owners shall not grant an easement on the Easement Property to a third party without the prior written consent of the Authority. Notwithstanding Owners may not grant an easement on the Easement Property to a third party which could, may or will negatively impact the Waterline and/or Facilities. Authority may assign its rights acquired, in whole or in part, and Authority shall have the right to operate the Waterline and/or Facilities for its own use or to lease, sell, or assigns any or all of the Waterline and Facilities or the rights thereto.

8. Grantor represents to Grantee that the Easement Property is not leased, rented or occupied by any lessee or tenant.

9. In the event of a dispute between the parties hereto relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees and costs incurred from the date of the dispute through any appeals, bankruptcy proceeding or to collect or enforce any judgment.

10. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

11. In the event of any dispute arising under this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action. This provision shall survive termination of this Agreement.

12. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement.

13. This Agreement incorporates and describes all of the grants, undertakings, conditions, and consideration of the parties with respect to the Agreement. Grantor, in executing and delivering this Agreement, represents that Grantor has authority to bind and execute this Agreement and have not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as expressly set forth herein.

14. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

15. Governing Law; Venue. This Agreement shall be governed in accordance with Florida law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Sarasota County, Florida.

16. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

17. Notices. Any notices to be delivered pursuant to this Agreement shall be delivered to the parties at the addresses set forth in the preamble hereof. Any party may change its address for notice purposes by delivering written notice thereof to the other parties. Notices required by this Agreement shall be effective if delivered by hand, overnight courier service, facsimile, or U.S. Mail, postage prepaid. Notices shall be deemed received within three (3) days of deposit in the mail if

sent by U.S. Mail, upon receipt by the sender of an electronic confirmation if sent by facsimile, upon delivery if hand delivered, and one (1) business day after deposit with any overnight courier service if sent in such manner.

18. The recitals above are true, correct, and incorporated herein by reference.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2025.

WITNESSES:

GRANTOR: THE CITY OF NORTH PORT, FLORIDA

By: _____

By: _____

Printed Name: _____

As Its: _____

By: _____

Printed Name: _____

Printed Name: _____

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20__, by _____, as _____ of City of North Port, Florida, a municipal corporation of the State of Florida, 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 _____.

WITNESSES:

GRANTEE:

PEACE RIVER MANASOTA REGIONAL

WATER SUPPLY AUTHORITY, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Address: _____

By: _____

Printed Name: _____

Approved to form and correctness:

Douglas Manson, Esq., General Counsel

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025__, by _____, as _____ of Peace River Manasota Regional Water Supply Authority, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes, 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 _____.

EXHIBIT A

Exhibit B to Resolution No. 2025-R-84

SKETCH

Easement
603

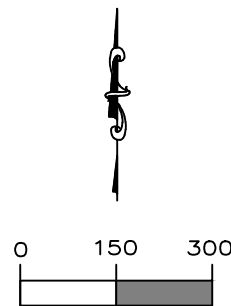
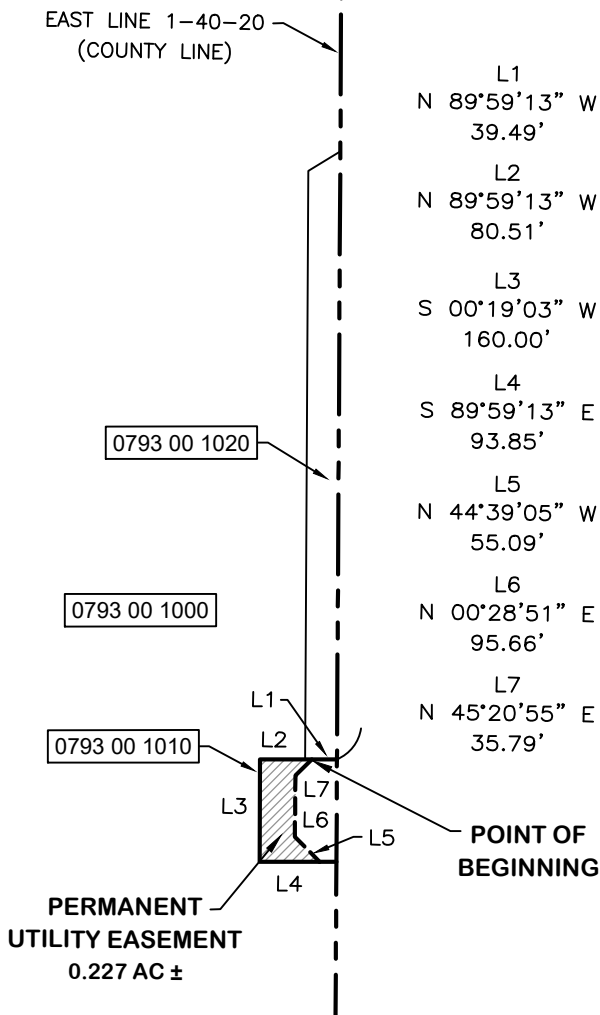
POINT OF COMMENCEMENT
NE CORNER 1-40-20

DESCRIPTION

A PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'03" W ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 1855.31 FEET; THENCE N 89°59'13" W DEPARTING SAID EAST LINE, A DISTANCE OF 39.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°59'13" W, A DISTANCE OF 80.51 FEET; THENCE S 00°19'03" W, A DISTANCE OF 160.00 FEET; THENCE S 89°59'13" E, A DISTANCE OF 93.85 FEET; THENCE N 44°39'05" W, A DISTANCE OF 55.09 FEET; THENCE N 00°28'51" E, A DISTANCE OF 95.66 FEET; THENCE N 45°20'55" E, A DISTANCE OF 35.79 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.227 ACRES MORE OR LESS.



ABBREVIATIONS

AC	ACRES
NE	NORTHEAST
NW	NORTHWEST
PID	PARCEL IDENTIFICATION

NOTES

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'03" W.

PAGE 1 OF 1

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
RAISED SEAL OR DIGITAL SIGNATURE OF A
PROFESSIONAL SURVEYOR AND MAPPER.

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

PID 0793 00 1010
PERMANENT UTILITY EASEMENT

SECTION 01 TOWNSHIP 40 S RANGE 20 E

SARASOTA COUNTY, FLORIDA

DRAWN: JM

DATE
JANUARY 2024

SCALE
1" = 300'

22-2795

Easement
606**SKETCH**POINT OF COMMENCEMENT
NE CORNER 12-40-20NE 1/4
12-40-20NW 1/4
7-40-21

0815 00 1000

S 00°19'19" W
656.00'EAST LINE NE 1/4
12-40-20
(COUNTY LINE)

L3

POINT OF
BEGINNING

0815 00 1010

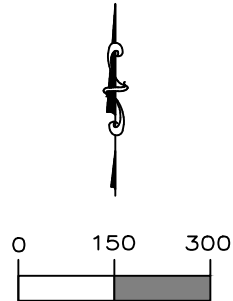
L2

S 00°19'19" W
445.00'50' PERMANENT
UTILITY EASEMENT
0.51 AC ±

L1

L1
N 89°40'41" W
50.00'L2
N 00°19'19" E
445.00'L3
S 89°40'41" E
50.00'

0815 00 1000

**ABBREVIATIONS**

AC ACRES
NE NORTHEAST
NW NORTHWEST
PID PARCEL IDENTIFICATION

DESCRIPTION

A 50' WIDE PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 656.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°19'19" W ALONG SAID EAST LINE, A DISTANCE OF 445.00 FEET; THENCE N 89°40'41" W DEPARTING SAID EAST LINE, A DISTANCE OF 50.00 FEET; THENCE N 00°19'19" E PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 445.00 FEET; THENCE S 89°40'41" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.51 ACRES MORE OR LESS.

NOTES

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
RAISED SEAL OR DIGITAL SIGNATURE OF A
PROFESSIONAL SURVEYOR AND MAPPER.

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

PAGE 1 OF 1

PID 0815 00 1010
50' PERMANENT UTILITY EASEMENT

SECTION 12 TOWNSHIP 40 S RANGE 20 E

SARASOTA COUNTY, FLORIDA

DRAWN: JM

DATE
NOVEMBER 2023

SCALE
1" = 300'

22-2795