

✓ William Muzzy
1385-Roiz St.
North Port, FL.
34286

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2018158549 10 PG(S)
December 06, 2018 10:09:50 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Prepared by and after
recording to be returned to:
Robert G. Stern, Esq.
Trenam Law
101 E. Kennedy Blvd., Suite 2700
Tampa, FL 33602

Doc Stamp-Deed: \$0.70



DRAINAGE EASEMENT AGREEMENT

^{15th} This DRAINAGE EASEMENT (this "Agreement") is entered into and effective as of the ^{15th} day of ~~November~~ 2018, by and between MQ COCO PLUM, LLC, a Florida limited liability company ("Grantor"), in favor of NORTH PORT ROAD AND DRAINAGE DISTRICT, a Special District of the City of North Port, Florida, a municipal corporation of the State of Florida, located in Sarasota County, Florida ("Grantee"), (Grantor and Grantee hereinafter collectively being the "Parties").

WITNESSETH

WHEREAS, Grantor owns the real property generally located at 16101 Tamiami Trail, at South Salford Boulevard, North Port, Sarasota County, Florida;

WHEREAS, Grantee has requested from Grantor, and Grantor is granting to Grantee, a permanent non-exclusive drainage easement under the Grantor's Parcel for the benefit of Grantee as described on the legal description attached hereto as Exhibit "A" (the "Easement Area"), for the purposes described hereinbelow. The Easement Area is generally depicted on the sketch attached hereto as Exhibit "A."

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms and conditions:

1. Grantor hereby grants to Grantee a permanent non-exclusive drainage easement for the benefit of the Grantee under the Easement Area for the use of Cocoplum storm water lines, both now or hereafter installed, so as to allow storm water to flow from the Cocoplum Waterway through pipes and structures located underground to and from Grantee's water control structures.
2. The Grantor shall have the stormwater piping and associated structures installed underground in the Easement Area as agreed to in the Development Order.
3. Grantor shall maintain, restore, and repair the stormwater piping and associated structures located in the Easement Area. The Grantor shall maintain and restore all facilities constructed by Grantor in the Easement Area. Grantor shall maintain the Easement Area in a sodded, paved or similar condition.
4. In maintaining the Easement Area, Grantor shall ensure that the regular free-flow of stormwater is uninterrupted. Where the flow of stormwater is interrupted, blocked, slowed or is otherwise not free-flowing, Grantor shall ensure that the regular free-flow is restored in a reasonable amount of time.

5. Except in cases of an emergency, Grantee may enter the Easement Area only after providing Grantor with reasonable advance notice. Advance notice shall include the reason for entering the Easement Area and a description of the anticipated work to be performed.
6. In case of an emergency Grantee may enter the Easement Area without providing notice to Grantor in order to perform repairs or maintenance on the stormwater piping or associated structures. Within sixty (60) days of receiving Grantee's invoice, Grantor shall reimburse Grantee for all reasonable costs and expenses incurred by Grantee in performing such repairs or maintenance. If any action is brought to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees and costs from the other party, in addition to any other relief to which the prevailing party may be entitled.
7. Following any work completed by Grantee, Grantee shall restore the Easement Area to the same or better condition that existed prior to Grantee's access and use. Grantee shall not unreasonably restrict ingress or egress of Grantor over the Easement Area. Grantee shall be permitted to temporarily restrict ingress or egress for safety purposes, provided there is reasonable ingress and egress across the Easement Area for the use of Grantor. Grantor shall be able to access the Easement Area for any purpose subject to the Grantee's right of access.
8. **Indemnification.**
 - A. **To the extent permitted by Florida law, Grantor, its successors and assigns, agree to indemnify, defend and hold harmless Grantee and all of its commissioners, officers, agents, and employees from all liabilities, fines, claims, assessments, suits, judgments, losses, damages, costs, charges or expenses, including consequential, special, indirect, and punitive damages, (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any act, action, error, breach, omission, or negligent act of the Grantor, its successors and assignees, or their agents or employees, as a result of Grantor's use of the Easement Area or the performance of this Agreement. Grantor's indemnity shall also apply to any environmental damages resulting to the Easement Area or from any act, error, omission, or negligent act by Grantor, its successors and assigns, or their agents or employees.**
 - B. **The Parties shall provide all available information and assistance to each other that may reasonably be required regarding any claim. In the event of a claim, the served party shall promptly notify the other party in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in the Development Order.**
 - C. **Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the Grantee as set forth in Section 768.28, Florida Statutes. This Agreement does not constitute a waiver of sovereign immunity or consent by the Grantee or its subdivisions to suit by third parties.**
 - D. **In any proceedings between the Parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).**

E. The terms of this section survive the termination of this Agreement.

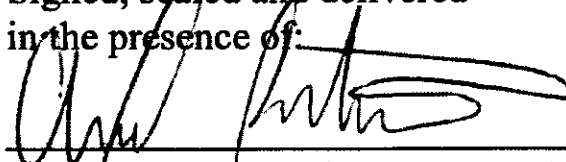
9. The conditions, restrictions and easements contained herein are covenants running with the Grantor Parcel, are made by each Party for the benefit of itself and their respective heirs, successors and assigns, and for the benefit of the grantees, successors and assigns of each of the foregoing; they shall continue in full force and effect until modified or terminated by a mutual agreement of all Parties and all holders of deeds of trust or mortgages creating a first priority lien on fee simple title to any portion of the Parcels.
10. This Agreement constitutes the sole and complete understanding between the Parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by the Parties and incorporated into this Agreement.
11. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
12. Non-Discrimination. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Grantor shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
13. Scrutinized Companies.
 - A. As required by Section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the Grantee, every person or entity shall certify on a form provide by the Grantee, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
 - B. As required by Section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the Grantee, every person or entity shall certify on a form provided by the Grantee, that all of the following are true:
 - i. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 - ii. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Section 215.473, Florida Statutes; and
 - iii. It is not engaged in business operations in Cuba or Syria.

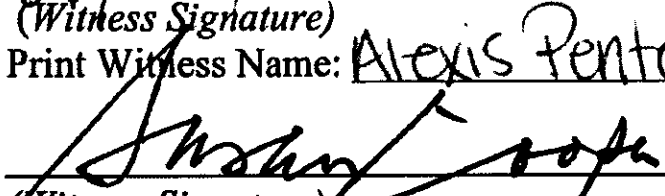
C. Penalty.

- i. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of this Agreement terms and the Grantee may terminate the Agreement.
- ii. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
- iii. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the Grantee for three (3) years after the date the Grantee determined that a false certification has been submitted.

[Signatures Commence on Following Page]

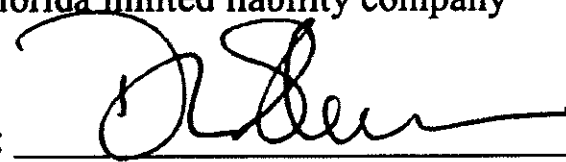
Signed, sealed and delivered
in the presence of:


(Witness Signature)
Print Witness Name: Alexis Pentecost


(Witness Signature)
Print Witness Name: SUZAN COOPER

GRANTOR:

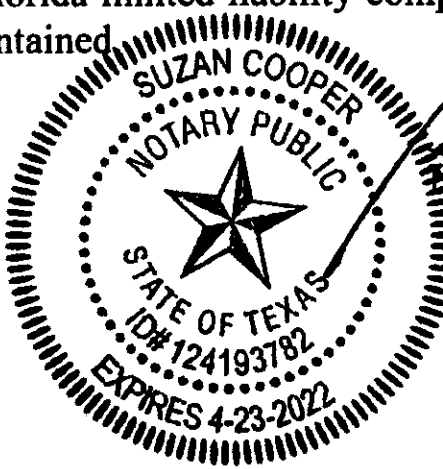
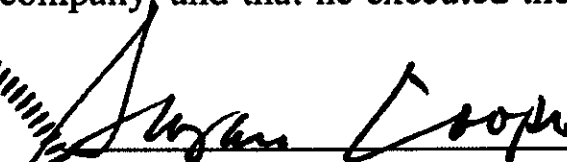
MQ COCO PLUM, LLC,
a Florida limited liability company

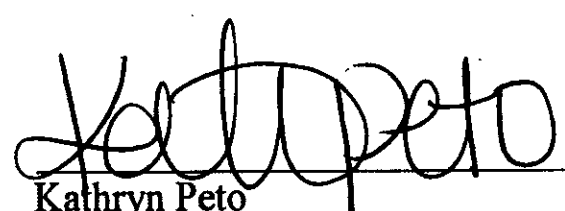
By: 
Donald L. Silverman, Manager

STATE OF Texas


COUNTY OF Texas

The foregoing instrument was signed and acknowledged before me this 1st day of November, 2018, by Donald L. Silverman, the Manager of MQ Coco Plum, LLC, a Florida limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Donald L. Silverman, the Manager of MQ Coco Plum, LLC, a Florida limited liability company, and that he executed the foregoing instrument for the purpose therein contained



Notary Public

ATTEST: 
Kathryn Peto
City Clerk

GRANTEE:
CITY OF NORTH PORT, FLORIDA

BY: 
Peter D. Lear, CPA, CGMA
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

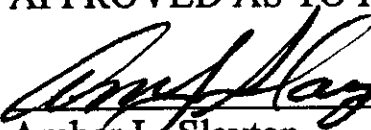
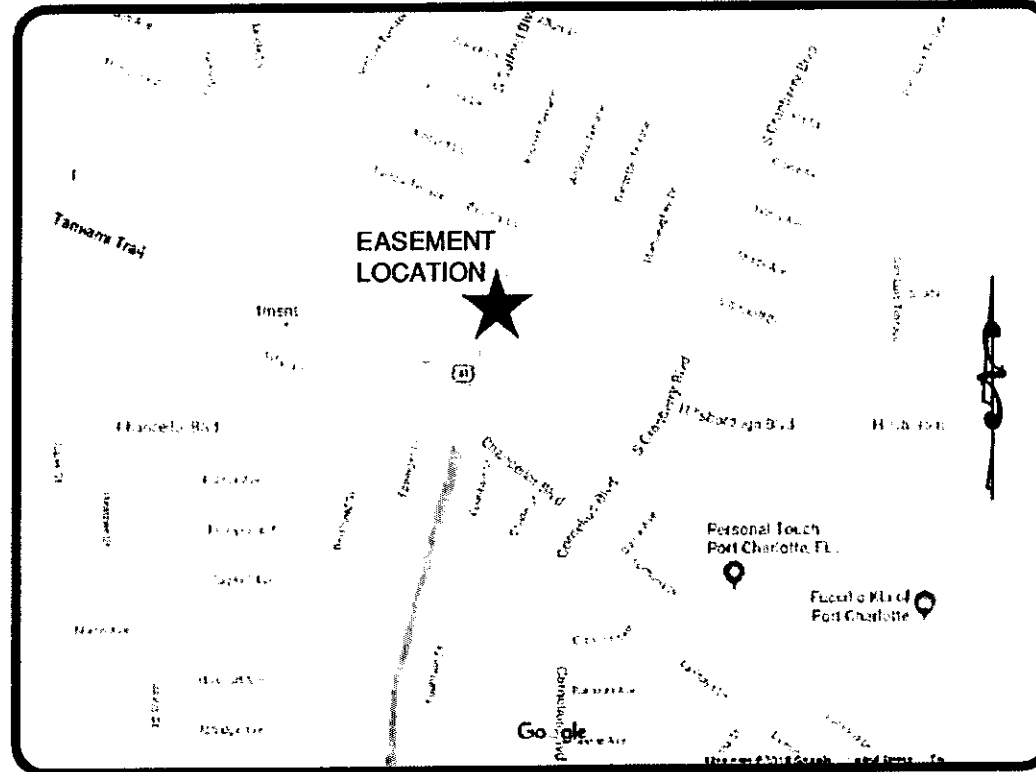

Amber L. Slayton
City Attorney

EXHIBIT "A"
EASEMENT AREA

Exhibit A

SECTION 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST
SARASOTA COUNTY, FLORIDA



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES:

- 1) EXISTING BOUNDARY AND EASEMENT DATA SHOWN HEREON PER BOUNDARY SURVEY PREPARED BY BANKS ENGINEERING PROJECT NUMBER 3880 (GATEWAY AT COCOPLUM) DATED 6-12-14.
- 2) BEARINGS SHOWN HEREON PER SURVEY IDENTIFIED IN NOTE 1.
- 2) THIS IS A DRAINAGE EASEMENT SKETCH AND LEGAL DESCRIPTION.
- 4) LOCATION OF PROPOSED 40' DRAINAGE EASEMENT PER PLANS PROVIDED BY CLIENT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS A TRUE REPRESENTATION OF A SKETCH AND LEGAL DESCRIPTION, PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE INTENT OF THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DRAFT

7-02-18

WILLIAM C. WARD
PROFESSIONAL LAND SURVEYOR NO. 4815
STATE OF FLORIDA

DATE

NOT A BOUNDARY SURVEY
Legal Description to Accompany Sketch

40' DRAINAGE EASEMENT - GATEWAY AT COCOPLUM

TERRAMETRIX, LLC
SURVEYING - PLANNING - MAPPING
State of Florida LB No. 8168
240A Madonna Boulevard - St. Petersburg, Florida 33715 727-289-2113

DRAWN BY:	BJ	
APPROVED BY:	WCW	
DATE:	7-02-18	
FILE LOCATION:	18005	
JOB NUMBER:	18005	SHEET NO.: 1 OF 4

Exhibit A

SECTION 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST
SARASOTA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A 40 FOOT WIDE DRAINAGE EASEMENT OVER, UNDER, AND ACROSS A PORTION OF SECTION 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF CRANBERRY BOULEVARD, AS SHOWN ON THE RECORD PLAT OF PORT CHARLOTTE SUBDIVISION, SECTION 68, PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 6, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, HAVING A WIDTH OF 100 FEET WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45), HAVING A WIDTH OF 200 FEET ACCORDING TO SAID PLAT; THENCE NORTH 51°51'48" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF U.S. 41, A DISTANCE OF 100.00 FEET; THENCE NORTH 38°08'12" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 45, SECTION 01010-2510; THENCE CONTINUE NORTH 38°08'12" EAST ALONG THE WESTERLY RIGHT OF WAY OF CRANBERRY BOULEVARD, A DISTANCE OF 158.71 FEET; THENCE CONTINUE NORTH 38°08'12" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF CRANBERRY BOULEVARD, AS SHOWN ON THE RECORD PLAT OF 2ND ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 30, PUBLIC RECORDS OF SARASOTA COUNTY, 30.98 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF CRANBERRY BOULEVARD, NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 17°27'51", AN ARC LENGTH OF 137.16 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29°24'17" EAST, 136.63 FEET; THENCE NORTH 20°40'21" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 387.87 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COCOPLUM WATERWAY, AS SHOWN ON SAID RECORD PLAT OF 2ND ADDITION TO PORT CHARLOTTE SUBDIVISION ALSO BEING DESCRIBED IN OFFICIAL RECORDS BOOK 1941, PAGES 1 THRU 5, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE NORTH 69°19'39" WEST, ALONG SAID RIGHT OF WAY LINE OF COCOPLUM WATERWAY, A DISTANCE OF 175.00 FEET TO THE WESTERN BOUNDARY OF SAID 2ND ADDITION TO PORT CHARLOTTE SUBDIVISION; THENCE CONTINUE NORTH 69°19'39" WEST, ALONG SAID RIGHT OF WAY LINE OF COCOPLUM WATERWAY, AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1941, PAGES 1 THRU 5, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; A DISTANCE OF 944.79 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 43°57'36" WEST FOR 186.12 FEET; THENCE SOUTH 20°40'21" WEST FOR 334.04 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF U.S. 41; THENCE NORTH 69°19'39" WEST FOR 40.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 20°40'21" EAST FOR 342.28 FEET; THENCE NORTH 43°57'36" EAST FOR 177.15 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF COCOPLUM WATERWAY; THENCE SOUTH 69°19'39" EAST, ALONG SAID RIGHT OF WAY LINE OF COCOPLUM WATERWAY, A DISTANCE OF 43.55 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 20,791.9 SQUARE FEET OR 0.4773 ACRES MORE OR LESS.

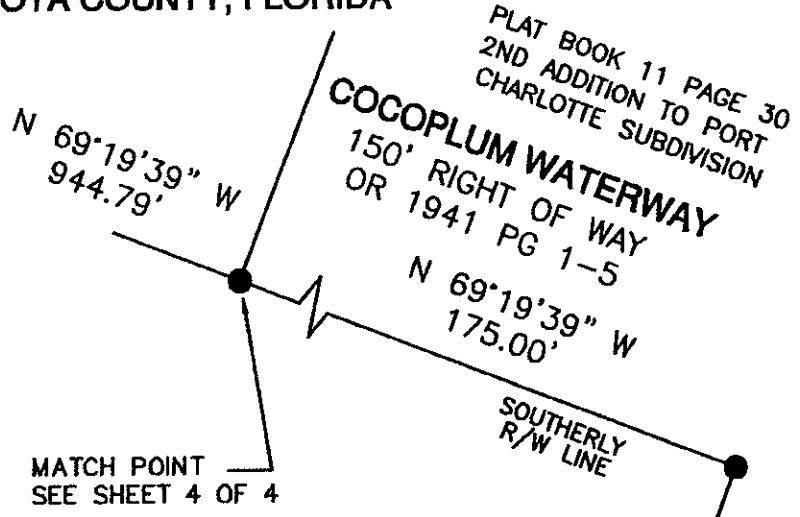
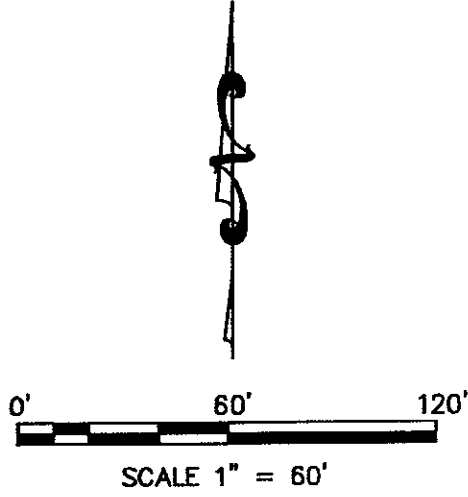
40' DRAINAGE EASEMENT - GATEWAY AT COCOPLUM

TERRAMETRIX, LLC
SURVEYING - PLANNING - MAPPING
State of Florida LB No. 8168
240A Madonna Boulevard - St. Petersburg, Florida 33715 727-289-2113

DRAWN BY:	BJ	
APPROVED BY:	WCW	
DATE:	7-02-10	
FILE LOCATION:	10005	
JOB NUMBER:	10005	SHEET NO.: 2 OF 4

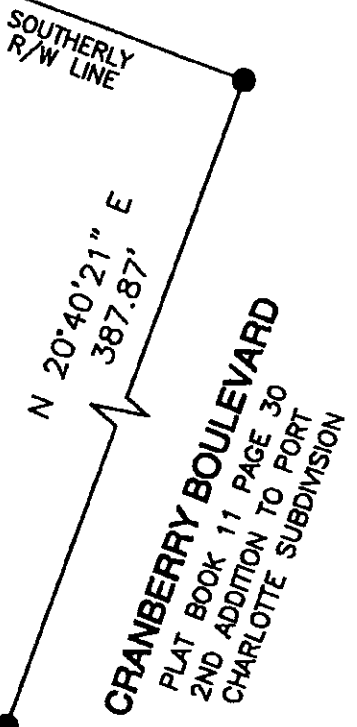
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SECTION 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST
SARASOTA COUNTY, FLORIDA

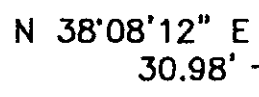


GATEWAY AT COCOPLUM

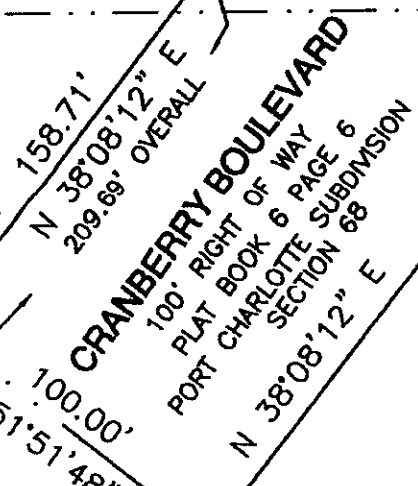
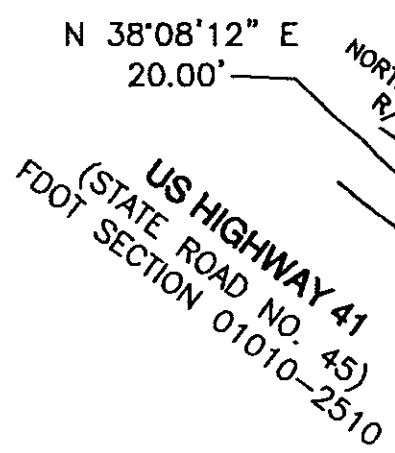
SECTION 34
SECTION 33



R= 450.00'
A= 137.16'
D= 17°27'51"
CB= N 29°24'17" E
C= 136.63'



SARASOTA COUNTY
CHARLOTTE COUNTY



POC
POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF CRANBERRY BOULEVARD WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45)

NOT A BOUNDARY SURVEY
Sketch to Accompany Legal Description

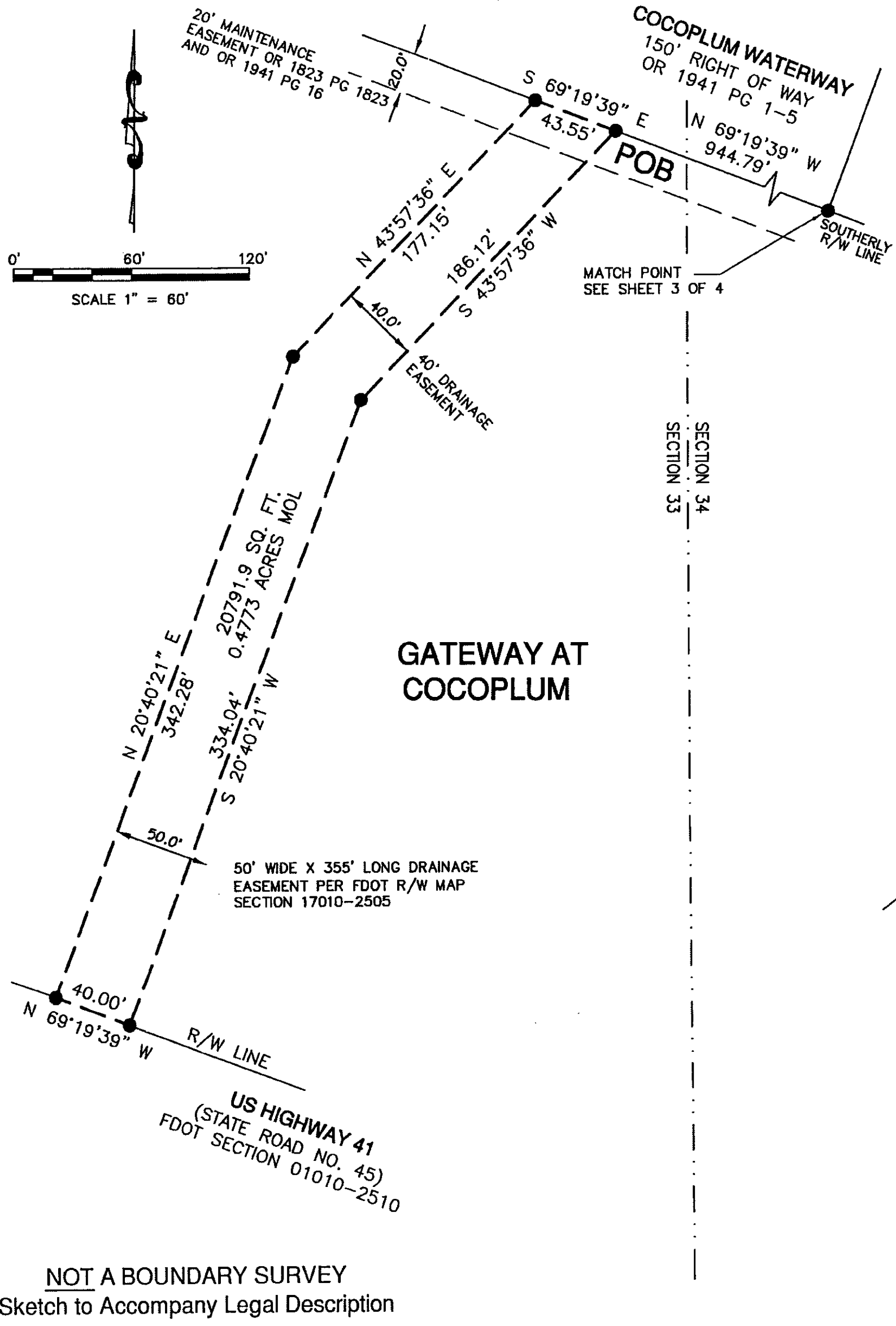
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SHEET NO.:	3 OF 4

Exhibit A

SECTION 33, TOWNSHIP 39 SOUTH, RANGE 21 EAST
SARASOTA COUNTY, FLORIDA



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