



City of North Port

RESOLUTION NO. 2025-R-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING A NON-EXCLUSIVE SANITARY SEWER AND ACCESS EASEMENT ON PORTIONS OF PROPERTY LYING IN SECTION 33, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, AND BEARING SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 0785061000; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Villages Improvement District, a local unit of special-purpose government organized and existing under Chapter 2004-456, Laws of Florida, hereinafter referred to as the “Grantor,” desires to grant, and the City Commission of the City of North Port, Florida, hereinafter referred to as the “Grantee,” desires to accept, a Non-Exclusive Sanitary Sewer and Access Easement (the “Easement”) over and across certain portions of property owned by the West Villages Improvement District, identified by Sarasota County Property Appraiser as Parcel Identification Number 0785061000 (the “Property”), further described and depicted in Exhibit “A” of the *Sanitary Sewer & Access Easement Agreement* (the “Easement Area”); and

WHEREAS, the Easement grants the City of North Port access to the Easement Area for the operation, maintenance, repair, and replacement of an 8 inch PVC sanitary sewer pipe within the Easement Area in the location depicted on Exhibit “B” of the *Sanitary Sewer & Access Easement Agreement* (the “Sewer Pipe”); and

WHEREAS, the City Commission of the City of North Port, Florida finds that the Easement satisfies an immediate or future need of the City due to the prior easement not being large enough as the installers had to go outside the granted easement area to avoid a conflict during the installation of the infrastructure; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA:

SECTION 1 – INCORPORATION OF RECITALS

1.01 The above recitals are true and correct and are incorporated in this resolution by reference.

SECTION 2 – RESOLUTION

- 2.01 The City Commission accepts and approves the *Sanitary Sewer & Access Easement Agreement* attached to this resolution as Exhibit “A,” granting the City a perpetual, non-exclusive, sanitary sewer and access easement on portions of the real property identified as follows:

A tract of land of lying in Tract 500 of Wellen Park Village E recorded in Plat Book 55, Page 401 of the Public Records of Sarasota County, Florida and located in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northwesterly corner of Tract 2 of Wellen Park Village E recorded in Plat Book 55, Page 401 of the Public Records Of Sarasota County, Florida; thence S.29°49'21”W. along the westerly line of said Tract 2, a distance of 30.00 feet to a point on the southerly line of a platted 30 foot wide public utility easement as shown in said plat of Wellen Park Village E, also being the POINT OF BEGINNING; thence continue S.29°49'12”W. along said line, a distance of 19.88 feet; thence N.55°04'01”W. a distance of 212.22 feet to a point on said southerly line of said platted 30 foot wide public utility easement, also being the point of curvature of a non-tangent curve to the right having a radius of 5,567.58 feet and a central angle of 02°10'32"; thence Southeasterly along the arc of said curve, a distance of 211.39 feet, said curve having a chord bearing and distance of S.60°26'36"E., 211.38 feet to the POINT OF BEGINNING.

Containing 2,243 square feet or 0.0515 acres, more or less.

- 2.02 All identified exhibits are incorporated in this resolution by reference.

SECTION 3 – FILING OF DOCUMENTS

- 3.01 The City Clerk is directed to file a certified copy of this resolution as well as the easement with the Clerk of the Sarasota County Circuit Court to be duly recorded in the official records of the county.
- 3.02 The West Villages Improvement District will reimburse the City for applicable recording fees.

SECTION 4 – CONFLICTS

- 4.01 In the event of any conflict between the provisions of this resolution and any other resolution, in whole or in part, the provisions of this resolution will prevail to the extent of the conflict.

SECTION 5 – SEVERABILITY

- 5.01 If a court of competent jurisdiction finds that any section, subsection, sentence, clause, phrase, or provision of this resolution is for any reason invalid or unconstitutional, that provision will be deemed a separate, distinct, and independent provision and will not affect the validity of the remaining portions of the resolution.

SECTION 6 – EFFECTIVE DATE

6.01 This resolution takes effect immediately.

ADOPTED by the City Commission of the City of North Port, Florida, in public session on June 10, 2025.

CITY OF NORTH PORT, FLORIDA

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

This instrument was prepared by and upon recording should be returned to:

Lindsay C. Whelan
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

SANITARY SEWER & ACCESS EASEMENT AGREEMENT

THIS SANITARY SEWER & ACCESS EASEMENT AGREEMENT (the “Agreement”) is executed as of the ____ day of _____, 2024 (“Effective Date”), by and between **WEST VILLAGES IMPROVEMENT DISTRICT**, a local unit of special-purpose government organized and existing under Chapter 2004-456, Laws of Florida (as “Grantor”) having a mailing address of 12260 Everglow Drive, #A3, Venice, Florida 34293, and **CITY OF NORTH PORT**, an incorporated municipality located within the State of Florida (as “Grantee”) having a mailing address of 4790 City Hall Boulevard, North Port, FL 34286.

WHEREAS, Grantor is the owner of certain real property located in Sarasota County, Florida, as further described and depicted on Exhibit “A” attached hereto and made a part hereof (the “Easement Area”);

WHEREAS, Grantee has constructed and installed a certain 8” PVC sanitary sewer pipe within the Easement Area in the location depicted on Exhibit “B” attached hereto and made a part hereof (the “Sewer Pipe”);

WHEREAS, Grantor desires to grant an easement to Grantee for the operation and maintenance of the Sewer Pipe within the Easement Area; and

WHEREAS, Grantor and Grantee wish to enter into this Agreement to set forth the terms and conditions of the grant of the easement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grantor hereby grants to Grantee a perpetual, non-exclusive easement over the Easement Area, for the purpose of operating, using, maintaining, repairing and replacing the Sewer Pipe within the Easement Area. Grantee’s operation, usage, maintenance, repair and replacement of the Sewer Pipe shall comply with all applicable laws, codes and regulations. Grantor retains the right to use the Easement Area in any manner that does not materially interfere with the easement rights granted herein to Grantee.
3. Grantee shall indemnify, defend and hold Grantor harmless against any and all claims against the Grantor arising out of the presence of the Sewer Pipe and any related improvements within the Easement Area and Grantee’s operation, usage, maintenance, repair and replacement of same. Grantee shall timely pay all contractors performing work on or delivering materials to the Easement Area and shall prevent the filing of any liens by said parties against Grantor’s title to same. Should such a lien be filed,

Grantee shall cause same to be removed of record at its sole cost and expense within fifteen (15) days after written notice is received from Grantor. Should Grantee fail timely to remove such a lien after receipt of said notice, Grantor may cause such lien to be removed at Grantee's expense, and Grantee will within fifteen (15) days after receipt of an invoice reimburse Grantor for any and all costs of removing the lien, plus an administrative charge of ten percent (10%).

4. Notices pursuant to this Agreement shall be in writing and sent by a commercial overnight delivery service providing proof of delivery, addressed to the addresses first written above, or to substitute addresses established by the parties by notice hereunder.

5. This Agreement may not be terminated or amended, modified, altered, or changed in any respect except by a further agreement in writing duly executed by the parties and recorded in the Official Records of Sarasota County, Florida. No delay or omission of any party in the exercise of any right accruing upon any default of any party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies that any party may have by reason of any breach of the provisions of this Agreement.

6. This Agreement contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Sarasota County, Florida. In the event of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, in any declaratory action, at trial or on appeal. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors and assigns and shall run with the land.

[The remainder of this page intentionally left blank; Two (2) signatures pages to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

Witnesses:

Print name: _____
Address: _____

Print name: _____
Address: _____

GRANTOR:

WEST VILLAGES IMPROVEMENT
DISTRICT, a local unit of special-purpose
government

By: _____
Printed Name: John Luczynski
Its: Chairman, Board of Supervisors

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by John Luczynski as Chairman of the Board of Supervisors of WEST VILLAGES IMPROVEMENT DISTRICT, local unit of special-purpose government organized and existing under Chapter 2004-456, Laws of Florida, on behalf of said entity. Such person is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

GRANTEE:

CITY OF NORTH PORT, FLORIDA

Witnesses:

Print name: _____
Address: _____

By: _____
Printed Name: A. Jerome Fletcher II_
Its: _City Manger_____

Print name: _____
Address: _____

ATTEST

Heather Faust
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS

Michael Golen
Interim City Attorney

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2025, by _____, as _____ of the City of North Port, Florida, an incorporated municipality located within the State of Florida, on behalf of the City. Such person is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
PAGE 1 OF 2
LEGAL DESCRIPTION & DEPICTION OF EASEMENT AREA

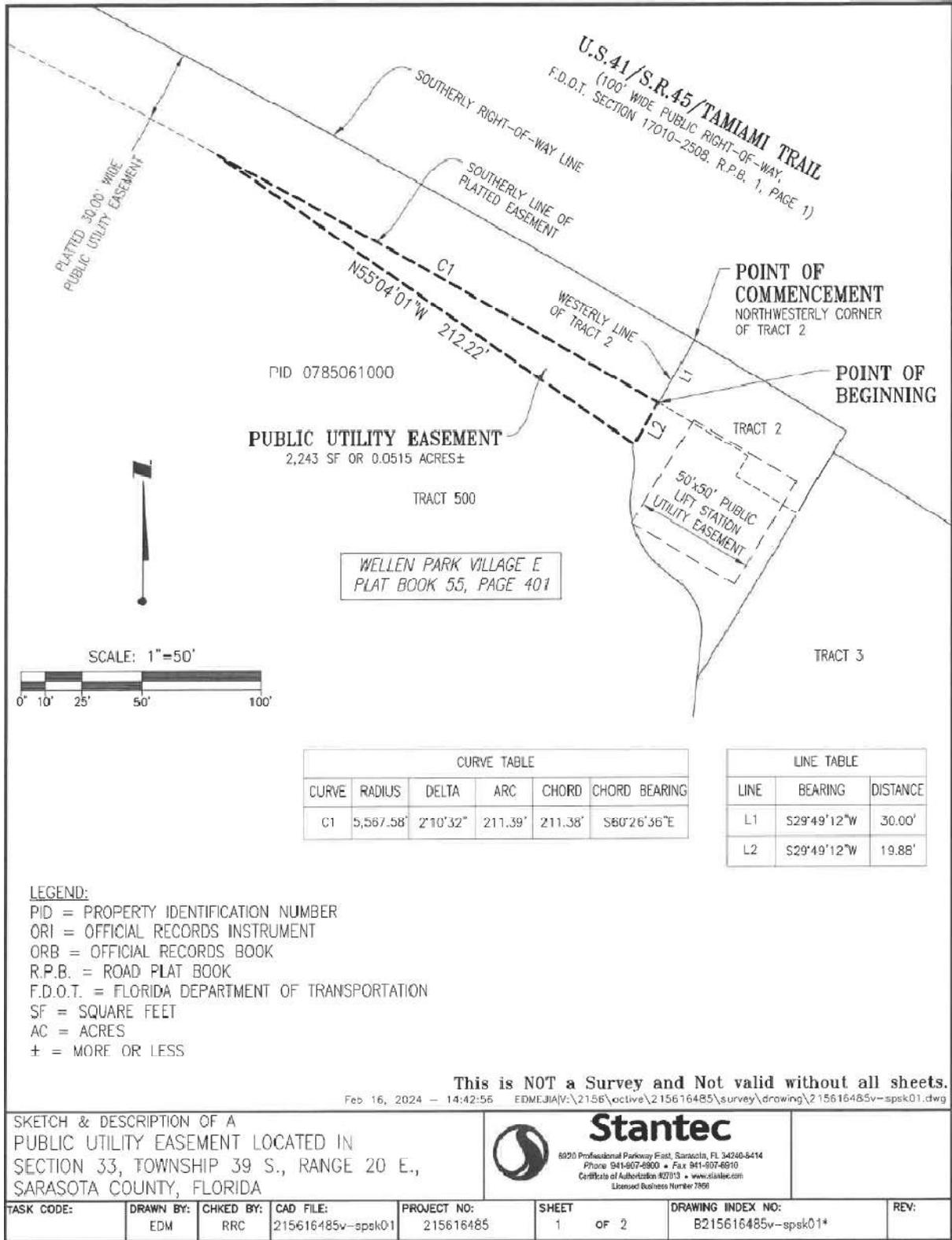


EXHIBIT "A"
PAGE 2 OF 2
LEGAL DESCRIPTION & DEPICTION OF EASEMENT AREA

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

A Tract of land of lying in Tract 500 of Wellen Park Village E recorded in Plat Book 55, Page 401 of the Public Records of Sarasota County, Florida and located in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

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Containing 2,243 square feet or 0.0515 acres, more or less.

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE & SEAL OR ELECTRONIC SIGNATURE & SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WESTERLY LINE OF TRACT 2, BEING S29°49'12"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed
 by Robert R
 Cunningham
 Date: 2024.02.28
 13:53:29 -05'00'

02/28/2024

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

Date of Signature

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

Feb 16, 2024 - 14:42:56 EDMEJAJV\2156\active\215616485\survey\drawing\215616485v-spsk01.dwg

SKETCH & DESCRIPTION OF A PUBLIC UTILITY EASEMENT LOCATED IN SECTION 33, TOWNSHIP 39 S., RANGE 20 E., SARASOTA COUNTY, FLORIDA				 Stantec 6520 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: EDM	CHKD BY: RRC	CAD FILE: 215616485v-spsk01	PROJECT NO: 215616485	SHEET 2 OF 2	DRAWING INDEX NO: B215616485v-spsk01*	REV:

EXHIBIT "B"
DEPICTION OF LOCATION OF SEWER PIPE

