



City of North Port

RESOLUTION NO. 2023-R-83

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING AND APPROVING AN EASEMENT AGREEMENT GRANTING AN EASEMENT LOCATED ON A PORTION OF CITY-OWNED PROPERTY RUNNING FROM KRAMER BOULEVARD TO SUMTER BOULEVARD ALONG CITY CENTER BOULEVARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, DISH Wireless, LLC, previously known as T-Mobile South, LLC, hold a nonexclusive Utility Easement running along a portion of City Center Boulevard (the “existing easement”); and

WHEREAS, DISH Wireless, LLC, desires to extend the existing easement for the remainder of the route along City Center Boulevard, from Kramer Boulevard to Sumter Boulevard, for the purpose of ingress and egress and for the installation, use, operation, modification, maintenance and removal of utility lines, utility wires, fiber, cables, conduits, pipes and related communications equipment, either aboveground or underground, including but not limited to electrical, gas, fiber connectivity, fiber-optic cabling and lines, underground coax cable, underground conduit, junction boxes and appurtenant equipment, along with other necessary utility services and personal property that may be installed from time to time; and

WHEREAS, the City Commission finds that extending the existing easement satisfies an immediate or future need of the City or its special districts.

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 Easement is located within a portion of the real property identified as follow:

Portion of Section 21 and 22, Township 39 South, Range 21 East, Sarasota County Property Appraiser parcel identification number 0977001030, located on City Center Boulevard in the City of North Port, lying within 5 feet of both sides of a centerline and legally described as:

Commence at the Most Northwesterly Corner of Tenth Addition to Port Charlotte, as per Plat Thereof Recorded in Plat Book 12, Page 22 of the Public Records of Sarasota County, Florida; Thence South 00°42'09" West, Along the Westerly Line of Said Tenth Addition to Port Charlotte for 1069.57 Feet; Thence North 89°16'51" West for 50.00 Feet an Intersection with the Westerly Right of Way Line of Blueridge Waterway (100 Foot Wide Right-Of-Way), Said Point Also Being an Angle Point in the Easterly Line of the "North Port Road & Drainage District" Parcel as Per Description Recorded in Official Record Book 2666, Page 618 of Said Public Records, Said Point Also Being the Beginning of a Curve to the Right, Said Curve Having a Radius Of 1000.00 Feet and a Central Angle of 11°51'17"; Thence Southerly Along the Arc of Said Curve, Along Said Westerly Right-Of-Way Line, and Along Said Easterly Line for 206.90 Feet to the Southeast Corner of Said "North Port Road & Drainage District" Parcel, Said Point Also Being the Northeast Corner of "Heron Creek Town Center North", as per Plat Thereof Recorded in Plat Book 50, Page 36 of Said Public Records; Thence North 89°16'51" West Along the South Line of Said "North Port Road & Drainage District" Parcel and Along the Northerly Line of Said "Heron Creek Town Center North" for 1,028.88 Feet to the Southwest Corner of Said "North Port Road & Drainage District" Parcel, Said Point Also Being the Southeast Corner of the "City Of North Port" Parcel as per Description Recorded in Official Record Book 2890, Page 1965 of Said Public Records; Thence North 00°43'09" East Along the West Line of Said "North Port Road & Drainage District" Parcel and Along the East Line of Said "City Of North Port" Parcel for 36.91 Feet to the Easterly End of the Centerline of a 10 Foot Wide Non-Exclusive Utility Easement as per Description Recorded in Instrument Number 2009013466 of Said Public Records; Thence Along Said Centerline for the Following Two (2) Described Courses: 1) North 89°50'44" West For 286.41 Feet; 2) North 44°22'12" West For 32.28 Feet to the Point of Beginning of the Centerline of the Herein Described 10 Foot Wide Non-Exclusive Utility Easement; Thence North 89°15'46" West for 317.49 Feet to the Beginning of a Non-Tangent Curve to the Left, Said Curve Having a Radius of 120.00 Feet, a Central Angle of 122°10'09", and a Chord of 210.08 Feet that Bears North 89°28'16" West; Thence Westerly Along the Arc of Said Curve for 255.87 Feet; Thence North 89°15'46" West for 373.72 Feet; Thence North 84°00'07" West for 101.61 Feet; Thence North 89°10'43" West for 175.25 Feet to an Intersection With the Easterly Right-Of-Way Line of Sumter Boulevard (200 Foot Wide Right-Of-Way) and the Point of Terminus of the Herein Described Centerline.

Containing 12,238 Square Feet (0.28 Acres), More Or Less

Relevant portions of the Survey are attached as Exhibit A.

- 2.02 The City Commission accepts and approves the Easement Agreement attached as Exhibit B
- 2.03 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 with the Sarasota County Clerk of the Circuit Court to be duly recorded in the official records of the county.

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 January 9, 2024.

CITY OF THE NORTH PORT, FLORIDA

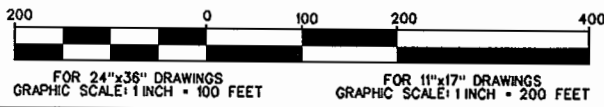
ALICE WHITE
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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



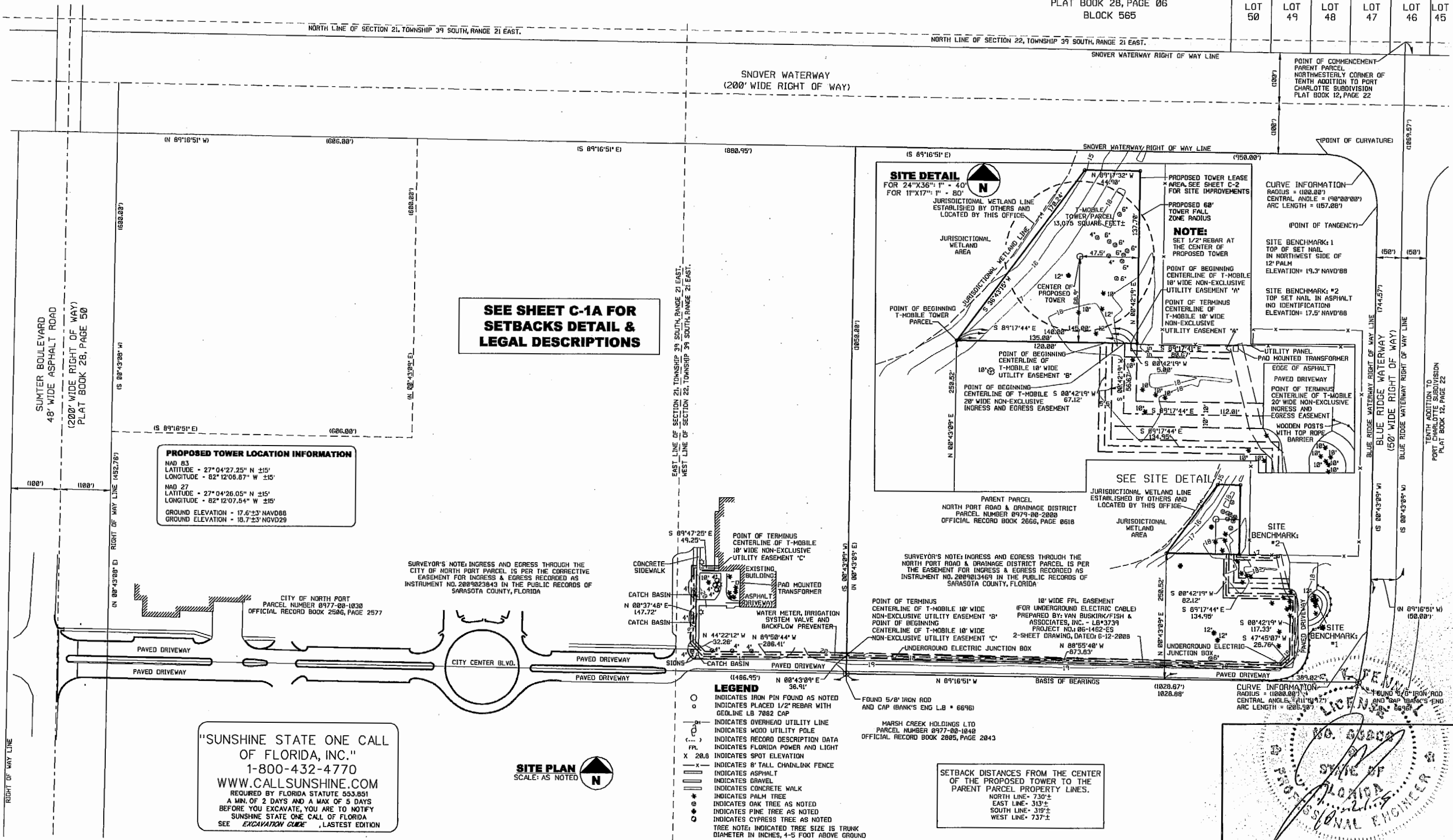
SECTION 22, TOWNSHIP 39 SOUTH, RANGE 21 EAST SARASOTA COUNTY

FLOOD NOTE (AS PROVIDED BY THE SURVEYOR) ACCORDING TO MY INTERPRETATIONS OF COMMUNITY PANEL NO. 120279 0010 B OF THE FLOOD INSURANCE RATE MAPS FOR SARASOTA COUNTY, FLORIDA, DATED 09/02/1981...

EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION PLAT BOOK 28, PAGE 06 BLOCK 565

Table with 6 columns: LOT 50, LOT 49, LOT 48, LOT 47, LOT 46, LOT 45

Table with 4 columns: NO., DATE, DESCRIPTION, BY: (listing revision dates and descriptions)



SEE SHEET C-1A FOR SETBACKS DETAIL & LEGAL DESCRIPTIONS

PROPOSED TOWER LOCATION INFORMATION: NAD 83 LATITUDE - 27°04'27.25" N ±15', LONGITUDE - 82°12'06.87" W ±15'...

"SUNSHINE STATE ONE CALL OF FLORIDA, INC." 1-800-432-4770 WWW.CALLSUNSHINE.COM

- LEGEND: INDICATES IRON PIN FOUND AS NOTED, INDICATES PLACED 1/2" REBAR WITH GEOLINE LB 7882 CAP, INDICATES OVERHEAD UTILITY LINE...

SETBACK DISTANCES FROM THE CENTER OF THE PROPOSED TOWER TO THE PARENT PARCEL PROPERTY LINES: NORTH LINE - 730±, EAST LINE - 313±, SOUTH LINE - 319±, WEST LINE - 737±

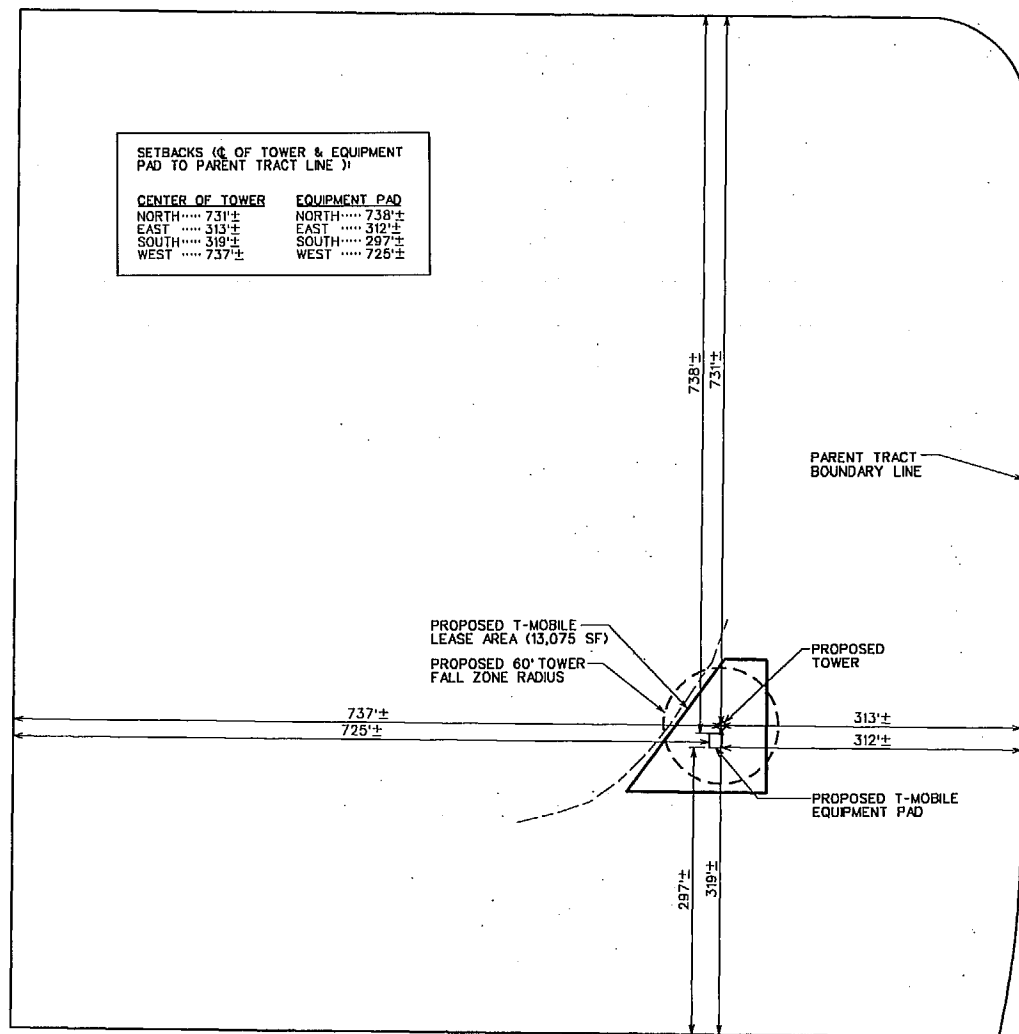
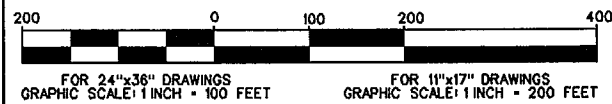
DRAWN BY: D. REVELS, CHECKED BY: J. FENNEL, APPROVED BY: J. FENNEL

KCI TECHNOLOGIES logo and address: 10401 HIGHLAND MANOR DRIVE, SUITE 120, TAMPA, FLORIDA 33610

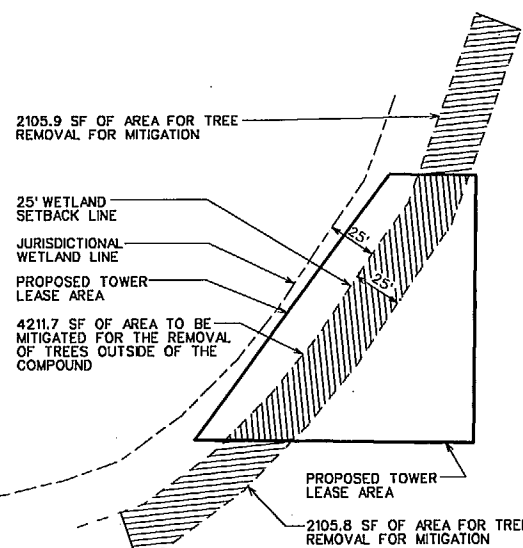
T-Mobile logo and address: 3407 W. DE MARTIN LUTHER KING BLVD, TAMPA, FL 33607, A2F0768-B

ENGINEER: JAMES T. FENNEL, PE, FL LICENSE NO.: 63808

Professional Engineer seal for James T. Fennell, State of Florida, License No. 63808, dated 02-20-09.



SETBACKS DETAIL
SCALE: AS NOTED



TREE REMOVAL DETAIL
NOTE TO SCALE

NOTE:
THE INVASIVE TREES TO BE REMOVED IN THE MITIGATION AREA SHALL BE REMOVED BY THE ROOTS. COORDINATE TREE REMOVAL WITH CITY REPRESENTATIVE.

PROPERTY DESCRIPTIONS

PARENT PARCEL
(OFFICIAL RECORD BOOK 2666, PAGE 618)

A PORTION OF SECTION 22, TOWNSHIP 39 SOUTH, RANGE 21 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHWESTERLY CORNER OF THE PLAT OF TENTH ADDITION TO PORT CHARLOTTE SUBDIVISION AS RECORDED IN PLAT BOOK 12, PAGE 22 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S 00°42'09" W ALONG A PORTION OF THE WESTERLY BOUNDARY LINE OF SAID TENTH ADDITION TO PORT CHARLOTTE FOR 1069.57 FEET; THENCE N 89°16'51" W FOR 50.00 FEET TO A POINT ON THE PROPOSED WEST LINE OF BLUERIDGE WATERWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 89°16'51" W FROM SAID POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 11°51'17" FOR 206.90 FEET; THENCE N 89°16'51" W FOR 1026.67 FEET; THENCE N 00°43'09" E FOR 1050.00 FEET TO A POINT ON THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF SNOVER WATERWAY; THENCE S 89°16'51" E ALONG A PORTION OF SAID PROPOSED SOUTH RIGHT-OF-WAY LINE OF SNOVER WATERWAY, FOR 950.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" FOR 157.08 FEET TO A POINT OF TANGENCY, SAID POINT OF TANGENCY ALSO BEING ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID BLUERIDGE WATERWAY; THENCE S 00°43'09" W, ALONG A PORTION OF SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE OF BLUERIDGE WATERWAY, FOR 744.57 FEET TO THE POINT OF BEGINNING, SAID LANDS LYING AND BEING IN THE CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA, CONTAINING 26.23 ACRES, MORE OR LESS.

T-MOBILE TOWER PARCEL
(PREPARED BY THE SURVEYOR)

THAT PART OF SECTION 22, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHWESTERLY CORNER OF TENTH ADDITION TO PORT CHARLOTTE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 22 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S 00°42'09" W, ALONG THE WESTERLY LINE OF SAID TENTH ADDITION TO PORT CHARLOTTE FOR 1069.57 FEET; THENCE N 89°16'51" W FOR 50.00 FEET TO POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BLUERIDGE WATERWAY, SAID POINT ALSO BEING A CORNER IN THE EASTERLY LINE OF THE "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2666, PAGE 618 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS N 89°16'51" W FROM SAID POINT, SAID CURVE HAVING A RADIUS OF 1000.00 FEET, AND A CENTRAL ANGLE OF 11°51'17", FOR 206.90 FEET TO THE SOUTHEAST CORNER OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL; THENCE N 89°16'51" W ALONG THE SOUTH LINE OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL FOR 389.02 FEET; THENCE NORTH 00°43'09" EAST FOR 250.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°17'44" EAST FOR 145.00 FEET; THENCE NORTH 00°42'19" EAST FOR 137.70 FEET; THENCE SOUTH 38°43'15" WEST FOR 170.24 FEET TO SAID POINT OF BEGINNING.

CONTAINING 13,075 SQUARE FEET, MORE OR LESS.

T-MOBILE 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT "A"
(INSTRUMENT NO. 2009078674)

THAT PART OF SECTION 22, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHWESTERLY CORNER OF TENTH ADDITION TO PORT CHARLOTTE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 22 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S 00°42'09" W, ALONG THE WESTERLY LINE OF SAID TENTH ADDITION TO PORT CHARLOTTE FOR 1069.57 FEET; THENCE N 89°16'51" W FOR 50.00 FEET TO POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BLUERIDGE WATERWAY, SAID POINT ALSO BEING A CORNER IN THE EASTERLY LINE OF THE "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2666, PAGE 618 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS N 89°16'51" W FROM SAID POINT, SAID CURVE HAVING A RADIUS OF 1000.00 FEET, AND A CENTRAL ANGLE OF 11°51'17", FOR 206.90 FEET TO THE SOUTHEAST CORNER OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL; THENCE N 89°16'51" W ALONG THE SOUTH LINE OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL FOR 389.02 FEET; THENCE NORTH 00°43'09" EAST FOR 250.52 FEET TO THE SOUTHWEST CORNER OF A TOWER PARCEL; THENCE SOUTH 89°17'44" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 140.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 00°42'19" WEST FOR 5.00 FEET; THENCE SOUTH 89°17'41" EAST FOR 80.87 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF AN EXISTING 10 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 857 SQUARE FEET, MORE OR LESS.

T-MOBILE 20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT
(INSTRUMENT NO. 2009078673)

THAT PART OF SECTION 22, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHWESTERLY CORNER OF TENTH ADDITION TO PORT CHARLOTTE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 22 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S 00°42'09" W, ALONG THE WESTERLY LINE OF SAID TENTH ADDITION TO PORT CHARLOTTE FOR 1069.57 FEET; THENCE N 89°16'51" W FOR 50.00 FEET TO POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BLUERIDGE WATERWAY, SAID POINT ALSO BEING A CORNER IN THE EASTERLY LINE OF THE "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2666, PAGE 618 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS N 89°16'51" W FROM SAID POINT, SAID CURVE HAVING A RADIUS OF 1000.00 FEET, AND A CENTRAL ANGLE OF 11°51'17", FOR 206.90 FEET TO THE SOUTHEAST CORNER OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL; THENCE N 89°16'51" W ALONG THE SOUTH LINE OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL FOR 389.02 FEET; THENCE NORTH 00°43'09" EAST FOR 250.52 FEET TO THE SOUTHWEST CORNER OF A TOWER PARCEL; THENCE SOUTH 89°17'44" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 135.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 00°42'19" WEST FOR 56.67 FEET; THENCE SOUTH 89°17'41" EAST FOR 112.01 FEET TO AN INTERSECTION WITH THE WESTERLY EDGE OF PAVEMENT OF AN EXISTING ASPHALT ROAD AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 3,374 SQUARE FEET, MORE OR LESS.

T-MOBILE 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT "B"
(INSTRUMENT NO. 2009013468)

THAT PART OF SECTION 22, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHWESTERLY CORNER OF TENTH ADDITION TO PORT CHARLOTTE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 22 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S 00°42'09" W, ALONG THE WESTERLY LINE OF SAID TENTH ADDITION TO PORT CHARLOTTE FOR 1069.57 FEET; THENCE N 89°16'51" W FOR 50.00 FEET TO POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BLUERIDGE WATERWAY, SAID POINT ALSO BEING A CORNER IN THE EASTERLY LINE OF THE "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2666, PAGE 618 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS N 89°16'51" W FROM SAID POINT, SAID CURVE HAVING A RADIUS OF 1000.00 FEET, AND A CENTRAL ANGLE OF 11°51'17", FOR 206.90 FEET TO THE SOUTHEAST CORNER OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL; THENCE N 89°16'51" W ALONG THE SOUTH LINE OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL FOR 389.02 FEET; THENCE NORTH 00°43'09" EAST FOR 250.52 FEET TO THE SOUTHWEST CORNER OF A TOWER PARCEL; THENCE SOUTH 89°17'44" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 120.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE SOUTH 00°42'19" WEST FOR 82.12 FEET; THENCE SOUTH 89°17'44" EAST FOR 134.95 FEET; THENCE SOUTH 00°42'19" WEST FOR 117.33 FEET; THENCE SOUTH 47°45'07" WEST FOR 28.78 FEET; THENCE NORTH 88°53'40" WEST FOR 873.83 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 25,237 SQUARE FEET, MORE OR LESS.

T-MOBILE 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT "C"
(INSTRUMENT NO. 2009013466)

THAT PART OF SECTION 22, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHWESTERLY CORNER OF TENTH ADDITION TO PORT CHARLOTTE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 22 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S 00°42'09" W, ALONG THE WESTERLY LINE OF SAID TENTH ADDITION TO PORT CHARLOTTE FOR 1069.57 FEET; THENCE N 89°16'51" W FOR 50.00 FEET TO POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BLUERIDGE WATERWAY, SAID POINT ALSO BEING A CORNER IN THE EASTERLY LINE OF THE "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2666, PAGE 618 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS N 89°16'51" W FROM SAID POINT, SAID CURVE HAVING A RADIUS OF 1000.00 FEET, AND A CENTRAL ANGLE OF 11°51'17", FOR 206.90 FEET TO THE SOUTHEAST CORNER OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL; THENCE N 89°16'51" W ALONG THE SOUTH LINE OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL FOR 1,028.88 FEET TO THE SOUTHWEST CORNER OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL; AND THE SOUTHEAST CORNER OF THE "CITY OF NORTH PORT" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2506, PAGE 2577 OF SAID PUBLIC RECORDS; THENCE NORTH 00°43'09" EAST ALONG THE WEST LINE OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AND ALONG THE EAST LINE OF SAID "CITY OF NORTH PORT" PARCEL FOR 365.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET NORTH OF THE NORTH LINE OF A 20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT AND TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 5.00 FEET NORTH OF THE NORTH LINE OF A 20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT AND TO AN INTERSECTION WITH THE WESTERLY EDGE OF PAVEMENT OF AN EXISTING ASPHALT ROAD AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 5,177 SQUARE FEET, MORE OR LESS.

NO.	DATE	DESCRIPTION	BY:
A	03/17/09	PRELIM CONIST PLANS ISSUED FOR OA REVIEW	DR
B	04/17/09	REVISED PLANS PER PRE-APP COMMENTS	DR
D	07/09/09	PLANS ISSUED FOR CONSTRUCTION	DR
1	09/03/09	REVISED PLANS PER COMMENTS	DR
2	09/30/09	REVISED PLANS PER COMMENTS	DR
3	10/14/09	REVISED PLANS PER COMMENTS	DR

DRAWN BY: D. REVELS
CHECKED BY: J. FENNEL
APPROVED BY: J. FENNEL

KCI
TECHNOLOGIES
FLORIDA LICENSE NO.: EB0004688
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
3407 W. DR. MARTIN LUTHER KING BLVD
TAMPA, FL 33607
A2F0768-B
NORTH PORT
3131 CITY CENTER BLVD
NORTH PORT, FLORIDA 34286

ENGINEER:
JAMES T. FENNEL, PE
FL LICENSE NO.:
68808

NO. 03000
STATE OF FLORIDA
JULY 19 2009
SURVEYOR/ENGINEER

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR/ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT HIS/HER EXPRESSED WRITTEN PERMISSION.

SCALE: AS NOTED
DATE: 02-20-09
KCI JOB NUMBER: 10081749J

SHEET TITLE:
SETBACKS, TREE REMOVAL DETAIL & LEGAL DESCRIPTIONS

SHEET: C-1A

Upon Recording, Return to:

DISH Wireless L.L.C.
 Attention: Lease Administration
 5701 S. Santa Fe Dr.
 Littleton, CO 80120
Re: ORTPA00224A

PID No. 0977001030

(Space above for Recorder's Office)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Agreement**") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida, whose mailing address is 4970 City Hall Boulevard, North Port, Florida 34286 (as "**Grantor**") and DISH Wireless L.L.C., a Colorado limited liability company, DISH having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112 (as "**DISH**"). Grantor and DISH are at times collectively referred to hereinafter as the "**Parties**" or individually as a "**Party**".

WITNESSETH

WHEREAS, pursuant to the City of North Port Resolution No. 2023-R-83, the City granted DISH Wireless a nonexclusive Utility Easement located along Sumter Boulevard and City Center Boulevard; and

WHEREAS, Grantor is the owner of certain real property, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, Grantor wishes to grant to DISH a non-exclusive easement, extending through and across a portion of the Property, for the purpose of ingress and egress and for the installation, use, operation, modification, maintenance and removal of utility lines, utility wires, fiber, cables, conduits, pipes and related communications equipment, either aboveground or underground, including, but not limited to, electrical, gas, fiber connectivity, fiber-optic cabling and lines, underground coax cable, underground conduit, junction boxes and appurtenant equipment, along with other necessary utility services and personal property that may be installed from time to time (hereafter referred to as "**DISH's Improvements**").

NOW THEREFORE, for and in consideration of One and 00/100 Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Grantor agrees to grant an easement to DISH upon the following terms and conditions:

1. Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.
2. Easement. Grantor hereby grants to, and for the benefit of, DISH and DISH's successors and assigns, DISH's agents, employees, representatives, contractors, and invitees a non-exclusive

appurtenant easement over, under, across and through a portion of the Property, as more particularly described in **Exhibit B** attached hereto and incorporated herein, for the installation and maintenance of DISH's Improvements (the "**Easement**"). Grantor covenants not to do or permit any act or acts that unreasonably prevent or hinder DISH's use of the Easement for the aforementioned purpose.

3. **Term.** This Agreement shall be effective as of the date the last party signs it ("**Effective Date**"). The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day of the month following the commencement of DISH's Installation (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, DISH may, in DISH's sole and absolute discretion, elect not to renew the Agreement the end of the then-current Term by giving Grantor written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.
4. **Maintenance.** DISH shall maintain the Easement in a condition suitable for its use for the installation and maintenance of DISH's Improvements. If the Easement is damaged or obstructed for any reason so as to render all or any part of the Easement substantially unusable for DISH's intended use, then DISH may terminate this Agreement, at DISH's option, as set forth below.
5. **No Permanent Structures.** Grantor shall not construct or permit to be constructed any building or other permanent structure upon the Easement(s), or make any permanent excavation, or permit any permanent excavation to be made upon the Easement(s).
6. **Assignment.** DISH may, at its discretion and upon written notification to Grantor, assign and delegate all or any portion of its rights and liabilities under this Agreement in connection to any third party without Grantor's consent. DISH shall be released from its obligations hereunder only with the prior written consent of Grantor.
7. **Indemnification.** **The Parties agree to indemnify, defend, and hold each other and their officers, agents, employees, contractors, or any other person or entity for whom the Parties are legally responsible, harmless from and against any direct injury, loss, damage, or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional acts or omissions of the Parties, their officers, employees, agents, contractors or any other person or entity for whom the Parties are legally responsible.**
8. **Waiver.** Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to a party's property (including rental value and business interruption) occurring

during the term of this Agreement, Grantor and DISH hereby release and waive all claims (except for willful misconduct) against the other party and its employees, agents, officers, and directors.

9. Miscellaneous.

- A. Authority to Execute Agreement. Each Party represents and warrants that the person executing this Agreement has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. 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.
- D. No Agency. Nothing contained herein shall be 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 contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. 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.
- G. 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.
- H. 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 shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.

- J. 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. DISH 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.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DISH Wireless L.L.C.

By: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2024, by _____ (name), as _____ (title) for _____ (entity).

Notary Public

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

Approved by the City Commission of the City of North Port, Florida on January 9, 2024.

CITY OF NORTH PORT, FLORIDA

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

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

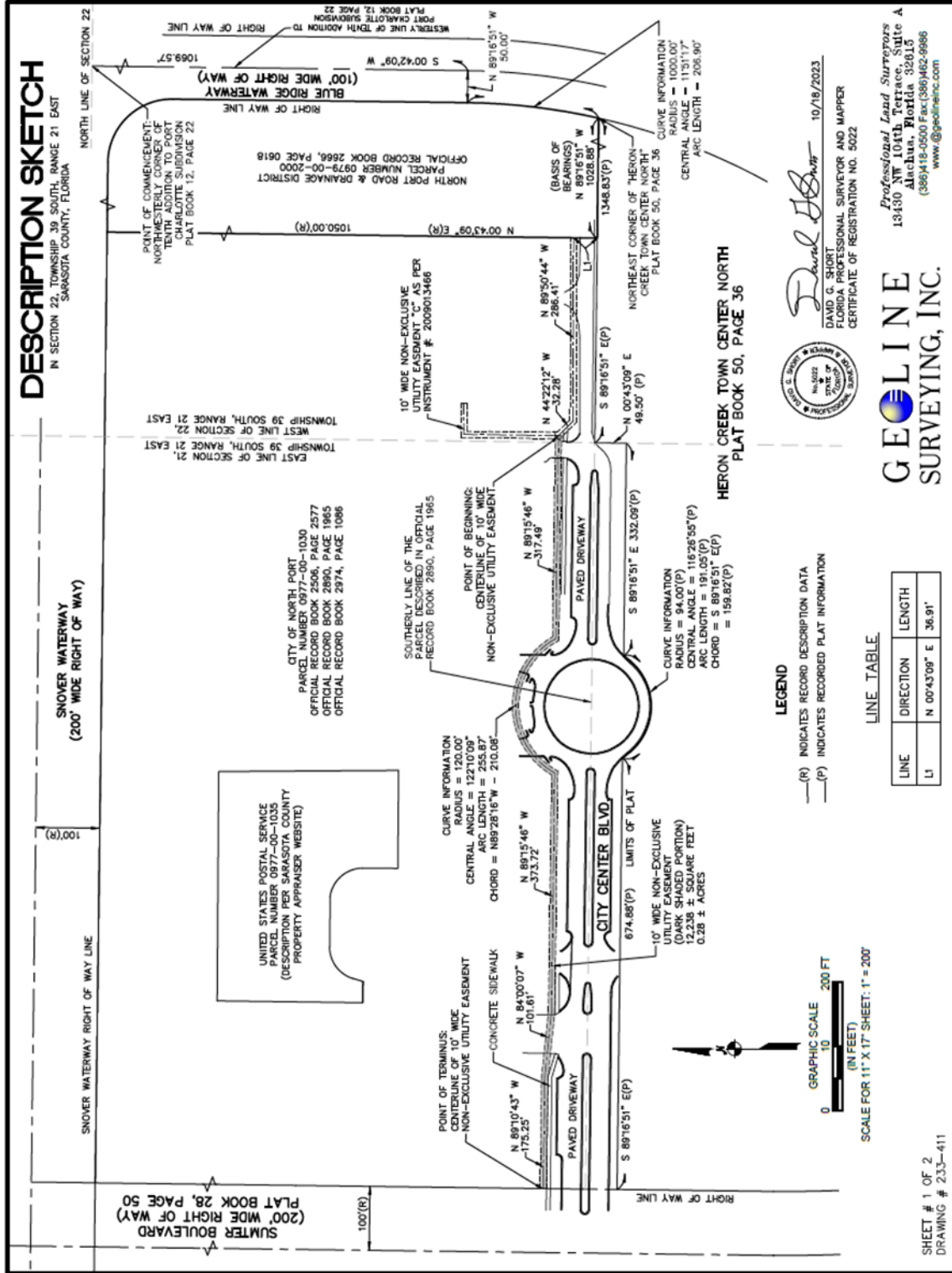
THAT PART OF SECTIONS 21 AND 22, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE MOST NORTHWESTERLY CORNER OF TENTH ADDITION TO PORT CHARLOTTE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 22 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 00°42'09" WEST, ALONG THE WESTERLY LINE OF SAID TENTH ADDITION TO PORT CHARLOTTE FOR 1069.57 FEET; THENCE NORTH 89°16'51" WEST FOR 50.00 FEET AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BLUERIDGE WATERWAY (100 FOOT WIDE RIGHT-OF-WAY), SAID POINT ALSO BEING AN ANGLE POINT IN THE EASTERLY LINE OF THE "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2666, PAGE 618 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 11°51'17"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AND ALONG SAID EASTERLY LINE FOR 206.90 FEET TO THE SOUTHEAST CORNER OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL, SAID POINT ALSO BEING THE NORTHEAST CORNER OF "HERON CREEK TOWN CENTER NORTH", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 50, PAGE 36 OF SAID PUBLIC RECORDS; THENCE NORTH 89°16'51" WEST ALONG THE SOUTH LINE OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AND ALONG THE NORTHERLY LINE OF SAID "HERON CREEK TOWN CENTER NORTH" FOR 1,028.88 FEET TO THE SOUTHWEST CORNER OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE "CITY OF NORTH PORT" PARCEL" AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2890, PAGE 1965 OF SAID PUBLIC RECORDS; THENCE NORTH 00°43'09" EAST ALONG THE WEST LINE OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AND ALONG THE EAST LINE OF SAID "CITY OF NORTH PORT" PARCEL" FOR 36.91 FEET TO THE EASTERLY END OF THE CENTERLINE OF A 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT AS PER DESCRIPTION RECORDED IN INSTRUMENT NUMBER 2009013466 OF SAID PUBLIC RECORDS; THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES:1) NORTH 89°50'44" WEST FOR 286.41 FEET; 2) NORTH 44°22'12" WEST FOR 32.28 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE NORTH 89°15'46" WEST FOR 317.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 122°10'09", AND A CHORD OF 210.08 FEET THAT BEARS NORTH 89°28'16" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR 255.87 FEET; THENCE NORTH 89°15'46" WEST FOR 373.72 FEET; THENCE NORTH 84°00'07" WEST FOR 101.61 FEET; THENCE NORTH 89°10'43" WEST FOR 175.25 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SUMTER BOULEVARD (200 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 12,238 SQUARE FEET (0.28 ACRES), MORE OR LESS.

EXHIBIT B

SURVEY OF EASEMENT



DESCRIPTION SKETCH

IN SECTION 22, TOWNSHIP 39 SOUTH, RANGE 21 EAST
SARASOTA COUNTY, FLORIDA

SURVEYOR'S NOTES

- BEARINGS HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 89°16'51" WEST ALONG THE SOUTH LINE OF THE "NORTH PORT ROAD AND DRAINAGE DISTRICT" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2666, PAGE 618 OF THE PUBLIC RECORDS OF SARASOTA COUNTY.
- THIS IS NOT A BOUNDARY SURVEY.

PROPERTY DESCRIPTION

10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF SECTIONS 21 AND 22, TOWNSHIP 39 SOUTH, RANGE 21 EAST, SARASOTA COUNTY, FLORIDA, LYING WITHIN 5 FEET OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHWESTERLY CORNER OF TENTH ADDITION TO PORT CHARLOTTE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 22 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 00°42'09" WEST, ALONG THE WESTERLY LINE OF SAID TENTH ADDITION TO PORT CHARLOTTE FOR 1069.57 FEET; THENCE NORTH 89°16'51" WEST FOR 50.00 FEET AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BLUERIDGE WATERWAY (100 FOOT WIDE RIGHT-OF-WAY), SAID POINT ALSO BEING AN ANGLE POINT IN THE EASTERLY LINE OF THE "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2666, PAGE 618 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 11°51'17"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AND ALONG SAID EASTERLY LINE FOR 206.90 FEET TO THE SOUTHEAST CORNER OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL, SAID POINT ALSO BEING THE NORTHEAST CORNER OF "HERON CREEK TOWN CENTER NORTH", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 50, PAGE 36 OF SAID PUBLIC RECORDS; THENCE NORTH 89°16'51" WEST ALONG THE SOUTH LINE OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AND ALONG THE NORTHERLY LINE OF SAID "HERON CREEK TOWN CENTER NORTH" FOR 1,028.88 FEET TO THE SOUTHWEST CORNER OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE "CITY OF NORTH PORT" PARCEL" AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2890, PAGE 1965 OF SAID PUBLIC RECORDS; THENCE NORTH 00°43'09" EAST ALONG THE WEST LINE OF SAID "NORTH PORT ROAD & DRAINAGE DISTRICT" PARCEL AND ALONG THE EAST LINE OF SAID "CITY OF NORTH PORT" PARCEL" FOR 36.91 FEET TO THE EASTERLY END OF THE CENTERLINE OF A 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT AS PER DESCRIPTION RECORDED IN INSTRUMENT NUMBER 2009013466 OF SAID PUBLIC RECORDS; THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: 1) NORTH 89°50'44" WEST FOR 286.41 FEET; 2) NORTH 44°22'12" WEST FOR 32.28 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT; THENCE NORTH 89°15'46" WEST FOR 317.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 122°10'09"; AND A CHORD OF 210.08 FEET THAT BEARS NORTH 89°28'16" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR 255.87 FEET; THENCE NORTH 89°15'46" WEST FOR 373.72 FEET; THENCE NORTH 84°00'07" WEST FOR 101.61 FEET; THENCE NORTH 89°10'43" WEST FOR 175.25 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SUMMITER BOULEVARD (200 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE

CONTAINING 12.238 SQUARE FEET (0.28 ACRES), MORE OR LESS.

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www.geolineinc.com



SHEET # 2 OF 2
DRAWING # 233-411