



City of North Port

RESOLUTION NO. 2026-R-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING A NON-EXCLUSIVE PERMANENT ACCESS UTILITY EASEMENT AND AN EXCLUSIVE PERMANENT LIFT STATION EASEMENT LOCATED ON A PORTION OF THE PARCEL LYING IN SECTION 10, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY FLORIDA, SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 081100-0002; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the School Board of Sarasota County, Florida owns a parcel of land located in Section 10, Township 40 South, Range 20 East, Sarasota County, Florida, bearing Parcel Identification Number 081100-0002; and

WHEREAS, the School Board of Sarasota County, Florida desires to grant the City of North Port, Florida (the "City") a Non-exclusive Permanent Access Utility Easement and an Exclusive Permanent Lift Station Easement (the "Easements") over and across certain portions of the property further identified as Sarasota County Property Appraiser Parcel Identification Number 081100-0002 (the "Property"); and

WHEREAS, the Easements grant the City access to the Property for the installation, maintenance, repair, and use of a water main, sewer main, and facilities related thereto (collectively, the "Grantor's Utility Facilities") and related facilities to be installed on the Property, whether above or below ground level; and

WHEREAS, the City Commission of the City of North Port, Florida finds that the Easements satisfy an immediate or future need of the City; and

WHEREAS, the City Commission of the City of North Port, Florida finds that the agreements serve the public health, safety, and welfare of the citizens of the City of North Port, Florida.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 – RESOLUTION

- 2.01 The City Commission accepts and approves the *Permanent Utility Easement* attached as Exhibit A, granting the City a non-exclusive permanent access utility easement on portions of the real property fully described in Exhibit A.
- 2.02 The City Commission accepts and approves the *Exclusive Permanent Lift Station Easement* attached as Exhibit B, granting the City an exclusive permanent access utility easement on portions of the real property fully described in Exhibit B.
- 2.03 The City Commission authorizes the City Manager or designee to execute the documents referenced in this resolution and to perform all other actions delegable by law that are necessary to effectuate and implement the acceptance and recording of such documents.
- 2.04 All exhibits attached to this resolution are incorporated by reference.

SECTION 3 - FILING OF DOCUMENTS

- 3.01 The City Clerk or designee is directed to record the fully executed original resolution, including exhibits, with the Sarasota County Clerk of the Circuit Court.
- 3.02 The City will pay the applicable recording fees to the Sarasota County Clerk of the Circuit Court.

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 May 19, 2026.

CITY OF NORTH PORT, FLORIDA

PETE EMERICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

Prepared By and
When Recorded Return to:

SHUMAKER

Shumaker, Loop & Kendrick, LLP
P.O. Box 49948
Sarasota, FL 34230-6948
Phone: (941) 366-6660
Attention: Michael R. McKinley
Our File Number: 300321.280340

PID 081100-0002
Parcel 100.09

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT, made and executed the _____ day of _____, 2026, by and between **The School Board of Sarasota County, Florida**, a body corporate under the laws of the State of Florida, hereinafter called **GRANTOR** whose mailing address is 1960 Landings Boulevard, Sarasota FL 34231 and the **City of North Port, Florida**, a municipal corporation of the State of Florida, hereinafter called **GRANTEE**, whose mailing address is 4970 City Hall Boulevard, North Port, Florida 34286.

WITNESSETH, that the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant, and deliver unto the GRANTEE, its successors and assigns forever, a **Non-Exclusive Permanent Utility Easement** for the purposes of constructing, installing, maintaining, operating, repairing and replacing water distribution system facilities, sewerage collection system facilities, and reclaimed water distribution system facilities and equipment appurtenant to such facilities, whether above or below ground, with the right to reconstruct, improve, add to, enlarge and remove such facilities and equipment; in, over and upon the following described land of the GRANTOR, to wit:

See legal description identified as Exhibit A attached hereto and made a part hereof.

GRANTEE agrees, at its sole cost and expense, to repair damage to the easement property, all structures, and other improvements located thereon as of the date of this easement, which is occasioned by reason of such construction, maintenance or repairs, and generally restore the surface of such easement's property to the condition existing prior to the initiation of such construction, maintenance, or repairs excluding above ground improvements made under the terms of this easement.

GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

(This area intentionally left blank.)

IN WITNESS WHEREOF the GRANTOR hereunto sets their hand and seal this first date written above.

Signed and Sealed in the presence of two witnesses as required by law:

The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida

First Witness
Print name:
Address:

By: Bridget Ziegler, as Chair

Second Witness
Print name:
Address:

Approved as to Form and Legal Content by Shumaker, Loop & Kendrick, LLP Attorneys for The School Board of Sarasota County, Florida Signed: MRM Date: January 26, 2026

(Corporate Seal)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me before me by means of physical presence [] or [] online notarization this day of , 2026, by Bridget Ziegler, as Chair of and on behalf of The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida. She is [] personally known to me or [] has produced as identification.

(SEAL)

Notary Public

Print Name
Commission No.
Expiration Date

APPROVED by the City Commission of the City of North Port, Florida, on _____, 2026.

CITY OF NORTH PORT

Print Name: _____
CITY MANAGER

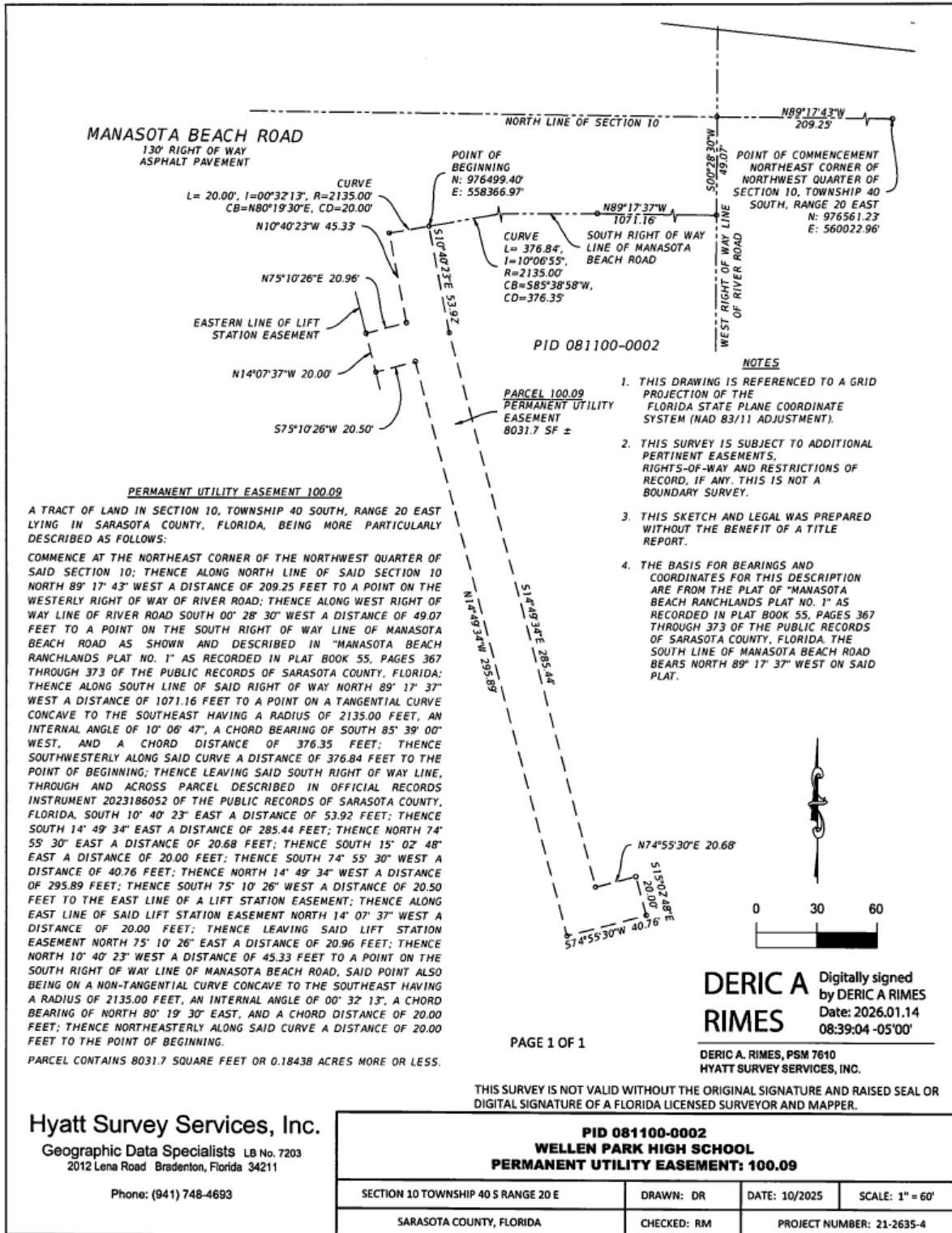
ATTEST

Print Name: _____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

Print Name: _____
CITY ATTORNEY

Exhibit A to Permanent Utility Easement



PERMANENT UTILITY EASEMENT 100.09
A TRACT OF LAND IN SECTION 10, TOWNSHIP 40 SOUTH, RANGE 20 EAST LYING IN SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE ALONG NORTH LINE OF SAID SECTION 10 NORTH 89° 17' 43" WEST A DISTANCE OF 209.25 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF RIVER ROAD; THENCE ALONG WEST RIGHT OF WAY LINE OF RIVER ROAD SOUTH 00° 28' 30" WEST A DISTANCE OF 49.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MANASOTA BEACH ROAD AS SHOWN AND DESCRIBED IN "MANASOTA BEACH RANCHLANDS PLAT NO. 1" AS RECORDED IN PLAT BOOK 55, PAGES 367 THROUGH 373 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SOUTH LINE OF SAID RIGHT OF WAY NORTH 89° 17' 37" WEST A DISTANCE OF 1071.16 FEET TO A POINT ON A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2135.00 FEET, AN INTERNAL ANGLE OF 10° 06' 47", A CHORD BEARING OF SOUTH 85° 39' 00" WEST, AND A CHORD DISTANCE OF 376.35 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 376.84 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, THROUGH AND ACROSS PARCEL DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2023186052 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SOUTH 10° 40' 23" EAST A DISTANCE OF 53.92 FEET; THENCE SOUTH 14° 49' 34" EAST A DISTANCE OF 285.44 FEET; THENCE NORTH 74° 55' 30" EAST A DISTANCE OF 20.68 FEET; THENCE SOUTH 15° 02' 48" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 74° 55' 30" WEST A DISTANCE OF 40.76 FEET; THENCE NORTH 14° 49' 34" WEST A DISTANCE OF 295.89 FEET; THENCE SOUTH 75° 10' 26" WEST A DISTANCE OF 20.50 FEET TO THE EAST LINE OF A LIFT STATION EASEMENT; THENCE ALONG EAST LINE OF SAID LIFT STATION EASEMENT NORTH 14° 07' 37" WEST A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID LIFT STATION EASEMENT NORTH 75° 10' 26" EAST A DISTANCE OF 20.96 FEET; THENCE NORTH 10° 40' 23" WEST A DISTANCE OF 45.33 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MANASOTA BEACH ROAD, SAID POINT ALSO BEING ON A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2135.00 FEET, AN INTERNAL ANGLE OF 00° 32' 13", A CHORD BEARING OF NORTH 80° 19' 30" EAST, AND A CHORD DISTANCE OF 20.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 8031.7 SQUARE FEET OR 0.18438 ACRES MORE OR LESS.

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No. 7203
2012 Lena Road Bradenton, Florida 34211

Phone: (941) 748-4693

PID 081100-0002			
WELLEN PARK HIGH SCHOOL			
PERMANENT UTILITY EASEMENT: 100.09			
SECTION 10 TOWNSHIP 40 S RANGE 20 E	DRAWN: DR	DATE: 10/2025	SCALE: 1" = 60'
SARASOTA COUNTY, FLORIDA	CHECKED: RM	PROJECT NUMBER: 21-2635-4	

Prepared By and
When Recorded Return to:

SHUMAKER[®]

Shumaker, Loop & Kendrick, LLP
P.O. Box 49948
Sarasota, FL 34230-6948
Phone: (941) 366-6660
Attention: **Michael R. McKinley**
Our File Number: 300321.280340

PID 081100-0002
Parcel 100.13

EXCLUSIVE PERMANENT LIFT STATION EASEMENT

THIS EXCLUSIVE PERMANENT LIFT STATION EASEMENT (the "Easement") is made as of the ____ day of _____, 2026 (the "Effective Date") by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate, whose mailing address is 1960 Landings Blvd., Sarasota, Florida 34231 (the "Grantor") and 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 (the "Grantee").

WITNESSETH, that the Grantor for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, an Exclusive Permanent Easement, right and license for the purpose of fencing, constructing and maintaining a sewer pipeline lift station, including but not limited to the right of excavation and installing, construction, maintaining, operation, repairing and replacing lift station facilities and appurtenant equipment thereto, with the right to enlarge and remove such facilities and equipment; in, over and upon the following described land of the Grantor, to-wit:

See legal description identified as Exhibit A attached hereto and made a part hereof.

Grantee agrees that any and all maintenance and repairs, which Grantee deems necessary for such lift station facilities and appurtenances shall be made at Grantee's sole cost and expense.

Grantor covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to grant this Easement and shall take no action to interfere with the Grantee's lawful use of said Easement; that the Grantor hereby fully warrants the Easement being granted and will defend the same against the lawful claims of all persons whomsoever.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor hereunto sets its hand and seal as of the date set forth below.

Signed and Sealed in the presence of two witnesses as required by law:

GRANTOR:

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Print Name: _____

Address: _____

By: _____
Bridget Ziegler, Chair

Date: _____

Print Name: _____

Address: _____

Approved as to Form and Legal Content
by Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM
Date: January 26, 2026

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by Bridget Ziegler, as Chair of the School Board of Sarasota County, Florida, who is personally known ___ or produced Identification _____.

Notary Public
Print Name: _____
My Commission Expires: _____

APPROVED by the City Commission of the City of North Port, Florida, on _____, 2026.

CITY OF NORTH PORT

Print Name: _____
CITY MANAGER

ATTEST

Print Name: _____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

Print Name: _____
CITY ATTORNEY

