

2/15/2022 1:14 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2813275

Record: \$154.50

Doc Tax: \$0.70

Prepared by and return to:
Patrick W. Ryskamp, Esq.
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

Doc Stamp-Deed: \$0.70

ACCESS EASEMENTS AGREEMENT

THIS ACCESS EASEMENTS AGREEMENT (this "Agreement") dated February 15, 2022, is by and between **MANASOTA BEACH RANCLANDS, LLLP**, a Florida limited liability limited partnership, hereinafter referred to as Grantor, whose post office address is 4901 Vineland Road, Suite 450, Orlando, FL 32811, and the **CITY OF NORTH PORT, FLORIDA**, a municipal corporation of the State of Florida, hereinafter referred to as Grantee, whose post office address is 4970 City Hall Boulevard, North Port, Florida 34286.

RECITALS

- A. The Grantor and Grantee intend that this Agreement provides for a suitable replacement easement for the existing access serving the North Port Utilities' Southwest Booster Pump Station (the "Station").
- B. Grantor is the owner of land located in Sarasota County, Florida, more particularly described and depicted in Exhibit "1" attached hereto (the "Grantor Property" and "Easement Area").
- C. Sarasota County is the owner of a parcel of land located in Sarasota County, more particularly described and depicted in Exhibit "2" attached hereto (the County Property") and connecting the Grantor Property to a parcel of City property as described in this Agreement.
- D. Grantee is the owner of a parcel of land located in Sarasota County, more particularly described and depicted in Exhibit "3" (the "Grantee Property").
- E. The Grantor Property currently contains an asphalt road running north and south along the west boundary of the Grantor Property.
- F. The Easement Area and the County Property collectively connect the west boundary of the Grantee Property to the public right of way known as US-41/S. Tamiami Trail.
- G. Grantor has agreed to grant an easement over the Grantor's Property for the benefit of the Grantee Property, as set forth herein and to construct a connecting driveway (the "Driveway");

and to grant a Temporary Access Easement over the existing driveway for the City's use until the construction is completed for the new Driveway.

H. On February 23, 2022, the Board of Sarasota County, Florida is scheduled to approve the grant of easement to the Grantee as described herein and Exhibit 2, sketch and legal description.

NOW, THEREFORE, for and in consideration of the mutual covenants herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: RECITALS

The above recitals are true and correct and form a material part of this Agreement.

ARTICLE 2: EASEMENT AREA

2.1 **Access Easement.** Grantor does hereby grant to Grantee a 200-foot wide non-exclusive, perpetual access easement (the "Easement") as described in the attached Exhibit "1" for the purpose of vehicular and pedestrian ingress and egress to the Grantee Property. The Easement is hereby granted for the purpose of providing access to and from the Grantee Property and any improvements located thereon from time to time for Grantee, and its respective guests, agents, employees, representatives, invitees, contractors, and servicemen (collectively, "Grantee Parties"). The Easement shall be for the benefit of and appurtenant to the Grantee Property, as now existing or as may be hereafter developed. Grantor reserves to itself, and its successors and assigns, rights to the Easement Area which are not inconsistent with the purpose of this Agreement.

2.2 **Improvements.** Grantee shall not make any improvements to the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole discretion. Grantor shall be solely responsible for all costs related to the maintenance of the Easement Area, except that in the event Grantee makes any improvement to the Easement Area or Grantor Property, Grantee will be responsible for the costs related to the maintenance of such improvements made by Grantee. In the event Grantee makes such improvements, Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien, or encumbrance against the Easement Area and other of Grantor's property in connection with the exercise of rights hereunder. Without limiting the generality of Section 9, Grantor may, in Grantor's sole discretion, delegate Grantor's maintenance obligations under this Agreement to the Manatee Community College District Board of Trustees, a political subdivision of the State of Florida, or the West Villages Improvement District, an independent special district of the State of Florida.

2.3 **Modification.** Grantor, in Grantor's sole discretion, reserves the right to relocate the location of the road within the Easement Area, provided that such relocation does not materially, adversely affect Grantee's rights hereunder. In the event Grantor relocates the road, Grantor will pay for the cost of such relocation and the parties will execute a modification to

this Agreement. Grantee's use of the Easement Area shall be limited to the area within 25 feet of the centerline of the existing or any future roadway, except as previously granted.

2.4 **Grant of Easements Only.** The parties are not hereby conveying any fee simple interest in land or title thereto, but merely are granting the rights and easements hereinabove set forth. The parties reserve all right, title, interest, and privilege in and to their respective properties for all purposes not inconsistent with the easements and uses described in this Agreement.

ARTICLE 3: DRIVEWAY

3.1. **Construction of Driveway.** Grantor shall, at Grantor's sole cost and expense, construct the Driveway containing an approximately 3,300 square foot asphalt driveway over the County Property. Grantor shall secure all construction permits and approvals as required by local, state, and federal laws and regulations. The Driveway shall connect the circular driveway on the Grantee Property to the paved parking lot located east of the existing fire station on the County Property. The Driveway shall be built to commercial driveway standards. Grantee shall be solely responsible for the costs related to the maintenance of the Driveway. The Driveway improvements are estimated to be completed not be later than 60 days after the start of construction. The City agrees to provide a temporary access easement for construction purposes.

3.2 **Access During Construction.** Grantee acknowledges and agrees that upon city commission adoption of a resolution accepting the Access Easement and approving this Agreement, the existing legal access to the Station will be terminated subject to a Temporary Access Easement.

3.3 **Temporary Access Easement.** Grantor does hereby grant to Grantee a Temporary Access Easement ("Temporary Access Easement") for the purpose of vehicular and pedestrian access to the Grantee Property over, upon and across the existing access drive described herein and in the attached Exhibit 4 until the Driveway improvements provided in this Agreement are completed. Upon completion the Driveway Grantor shall provide written notice to Grantee and this Temporary Access Easement shall terminate. Grantor shall record the written notice to Grantee.

ARTICLE IV: INDEMNITY AND INSURANCE

4.1 **Indemnity.** To the fullest extent by law and without waiving sovereign immunity, Grantee hereby indemnifies and agrees to hold Grantor harmless from and against any claim, loss, cost, damage, or expense, including all claims for death or injury to persons or damage to property, and including, without limitation, attorneys' fees and court costs, which may be suffered or incurred by Grantor and which may arise out of or be in connection with, or by reason of, the actions or inaction by, negligence or intentional misconduct of, or the use of the Easement Area or Driveway by Grantee or any Grantee Party and the use of the Temporary Access Easement.

4.2 **Insurance.** Grantee shall keep and maintain at all times during the term of this Agreement, at such party's sole expense, a comprehensive public liability insurance policy over the Easement Area and Temporary Access Easement area, insuring both parties with coverage in an amount of not less than \$1,000,000. Grantee shall, upon the request of Grantor, furnish a certificate or such other evidence of such insurance as may reasonably be requested by Grantor.

ARTICLE V: RECORDS

5.1 Public Records Law.

In accordance with Florida Statutes Section 119.0701, Grantor must comply with all public records laws, and must specifically:

(a) Keep and maintain public records required by the City to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GSI-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>)

2. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Grantor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during the term and in furtherance of this Agreement.

(b) Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(c) Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and, if the Grantor does not transfer the records to City following completion of the construction, for the time specified in General Records Schedule GSI-SL for State and Local Government Agencies.

(d) Upon completion of the construction, transfer, at no cost, to the City all public records in Grantor's possession or keep and maintain public records required by the City to perform the service. If the Grantor transfers all public records to the City upon completion of the Agreement, the Grantor must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantor keeps and maintains public records upon the completion of the construction, the Grantor must comply with all applicable requirements for retaining public records.

(e) IF THE GRANTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.

(f) Failure of the Grantor to comply with these requirements constitutes a breach of this Agreement. Further, Grantor may be subject to penalties under Florida Statutes Section 119.10.

ARTICLE VI: NOTICES

6.1 NOTICES.

Any notice, demand, communication, or request required or permitted hereunder must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (federal express, ups, usps, and others) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement and e-mailed to:

As to the Grantee: Chad Nosbisch, Project Manager
City of North Port
Utilities Department
6644 West Price Boulevard
North Port, Florida 34291
Telephone: (941) 240-8009
Email: cnosbisch@cityofnorthport.com

With copies of notices
and demands sent to: City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, Florida 34286
Email: northportcityattorney@cityofnorthport.com

Grantor: Manasota Beach Ranchlands, LLLP
Attn: John Luczynski
19503 South West Villages Parkway
Venice, Florida 34293
Telephone: (941) 999-4822
Email: John.Luczynski@mattamycorp.com

Copy To: Manasota Beach Ranchlands, LLLP
Attn: Leslie Candes, Esq.
4901 Vineland Road, Suite 450
Orlando, Florida 32810
Telephone: (407) 845-9191
Email: Leslie.candes@mattamycorp.com

Copy To: Williams Parker Harrison Dietz & Getzen
Attn: Patrick W. Ryskamp, Esq.
200 South Orange Avenue
Sarasota, Florida 34236
Telephone: (941) 536-2035
Email: pryskamp@williamsparker.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice directed to the other party. This Article must not be construed to restrict the transmission of routine communications between representatives of Grantor and City.

ARTICLE VII: DEFAULT AND BREACH

7.1. **Remedies.** In the event of a default or breach of the Agreement terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

ARTICLE VIII: GENERAL

8.1 **Authority to Execute Agreement.** The signature by any person to this Agreement shall be deemed a warranty that the person 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.

8.2 **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.

8.3 **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.

8.4 **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.

8.5 **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.

8.6 **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.

8.7 **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.

8.8 **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 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 City's financial obligations under this Agreement.

8.9 **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. The 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.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as of the date first above written.

WITNESSES:

[Signature]
Signature of Witness

Tom Buckley
Print Name of Witness

[Signature]
Signature of Witness

Steven Lewis
Print Name of Witness

MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By: [Signature]
John Luczynski
As its Vice President

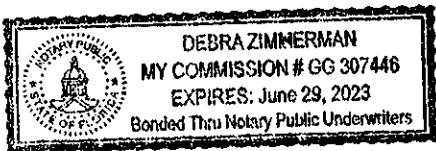
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28 day of January 2022, by John Luczynski, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, General Partner of MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership, on behalf of the companies and partnership. 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]
Signature of Notary Public

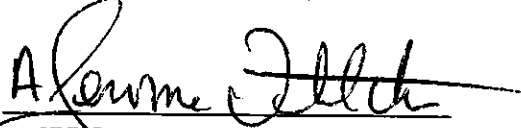
Debra Zimmerman
Print Name of Notary Public



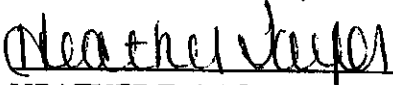
I am a Notary Public of the State of Florida, and my commission expires on 6/29/23

Approved by the City Commission of the City of North Port, Florida on February 15, 2022.


CITY OF NORTH PORT, FLORIDA


A. JEROME FLETCHER II
CITY MANAGER

ATTEST

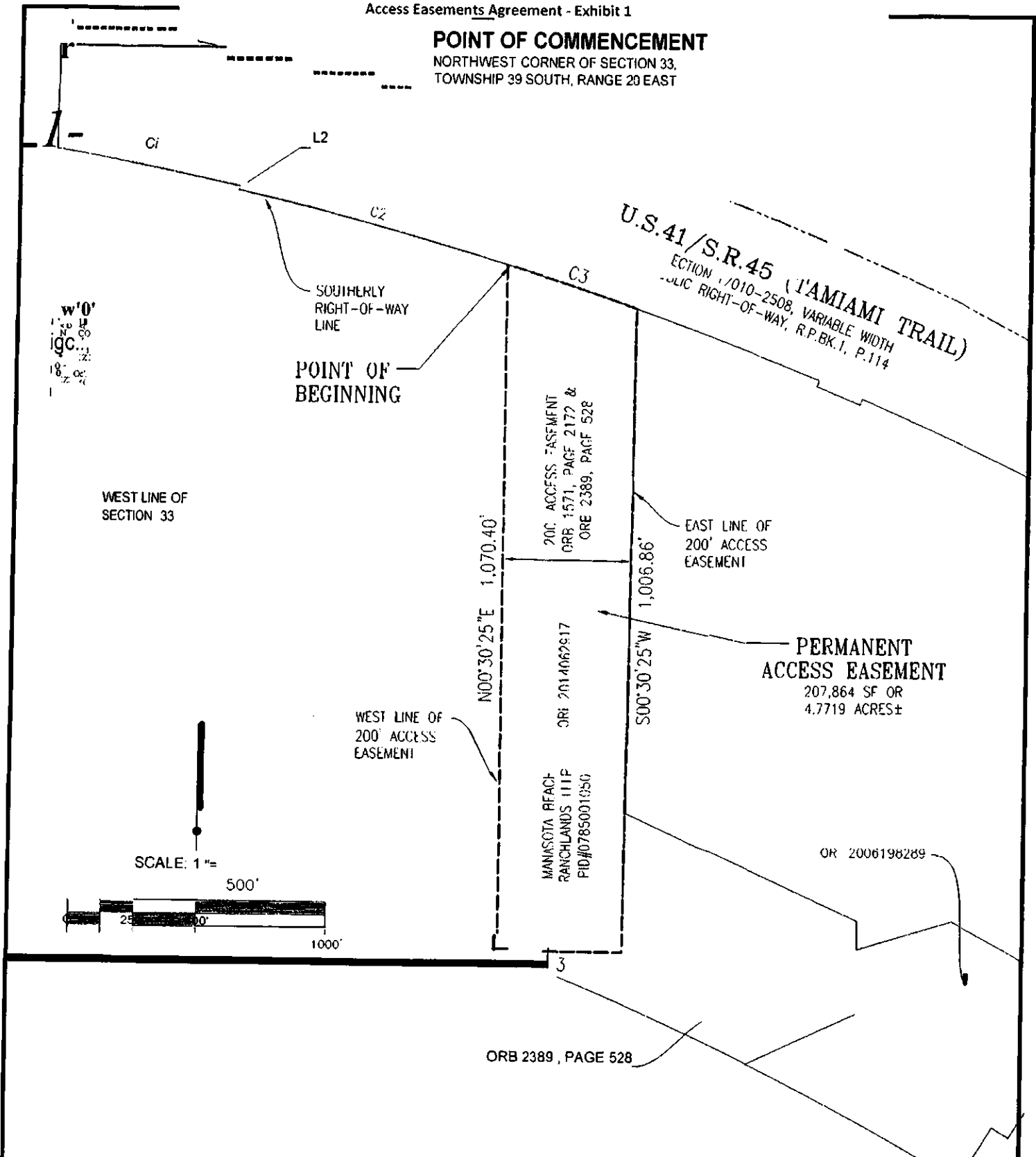

HEATHER TAYLOR, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS


AMBER L. SLAYTON
CITY ATTORNEY

POINT OF COMMENCEMENT

NORTHWEST CORNER OF SECTION 33,
TOWNSHIP 39 SOUTH, RANGE 20 EAST



WEST LINE OF SECTION 33

POINT OF BEGINNING

SOUTHERLY RIGHT-OF-WAY LINE

U.S. 41 / S.R. 45 (TAMIAMI TRAIL)
SECTION 17010-2508, VARIABLE WIDTH
PUBLIC RIGHT-OF-WAY, R.P.BK.1, P.114

200' ACCESS EASEMENT
ORB 1571, PAGE 2172 &
ORB 2389, PAGE 528

EAST LINE OF 200' ACCESS EASEMENT

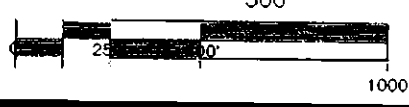
PERMANENT ACCESS EASEMENT
207,864 SF OR
4.7719 ACRES±

WEST LINE OF 200' ACCESS EASEMENT

MANASOTA BEACH RANCHLANDS III LP
ORI 2014062817
PID#0785001350

OR 2006198289

SCALE: 1" = 500'



ORB 2389, PAGE 528

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

Nov 29, 2021 09:54:13 EDMEDIA\121561 active\21561 1 6468\survey\dra w\ngl sketch\21 56 1 6468v- sps k05 .dwg

SKETCH & DESCRIPTION OF A
PERMANENT ACCESS EASEMENT LOCATED IN
SECTION 33, TOWNSHIP 39 S., RANGE 20 E.,
SARASOTA COUNTY, FLORIDA



Stantec
6900 Professional Parkway East, Sarasota, FL 34240-3414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7866

TASK CODE: 220	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 215616468v- spsk05	PROJECT NO: 215616468	SHEET OF 2	DRAWING INDEX NO: B16 468v- spsk05 *
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Access Easements Agreement - Exhibit 1

PERMANENT ACCESS EASEMENT

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

A tract of land lying in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northwest corner of said Section 33; thence S.00°30'26" W. along the east line of said Section 33, a distance of 162.79 feet to a point on the southerly right-of-way line of U.S.41/ S.R.45/ Tamiami Trail (variable width public right-of-way, Section 17010- 2508) recorded in Road Plat Book 1, Page 114 of the Public Records of Sarasota County, Florida, also being the point of curvature of a non-tangent curve to the right, having a radius of 5,603.58 feet and a central angle of 02°57' 18"; the following four (4) calls are along said southerly right-of-way line: (1) thence Easterly along the arc of said curve, a distance of 289.01 feet, said curve having a chord bearing and distance of S.78° 55'42 "E., 288.97 feet, to the end of said curve; (2) thence S.12° 32'57"W. along a line non-tangent to said curve, a distance of 6.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 5,597.58 feet and a central angle of 04°30'37"; (3) thence Easterly along the arc of said curve, a distance of 440.64 feet, said curve having a chord bearing and distance of S.75° 11 '44"E., 440.53 feet, to the northwest corner of a 200-foot access easement recorded in Official Records Book 1571, Page 2172 and Official Records Book 2389, Page 528, both in said Public Records, also being the POINT OF BEGINNING; (4) thence continue Easterly along said curve having a radius of 5,597.58 and a central angle of 02°08'53", a distance of 209.86 feet, to the northeast corner of said 200-foot access easement; thence S.00°30'25" W. along the east line of said 200-foot access easement, a distance of 1,006.86 feet; thence N.89°29'35" W., a distance of 200.00 feet to the west line of said 200-foot access easement; thence N.00° 30'25" E., a distance of 1,070.40 feet to the POINT OF BEGINNING.

Containing 207,864 square feet or 4.7719 acres, more or less.

NOTES:

- 1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
- 2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 33, BEING N00°30'26"E.
- 3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Joseph R. Jasper, P.S.M.
Florida Registration No. 7168

Date of Signature

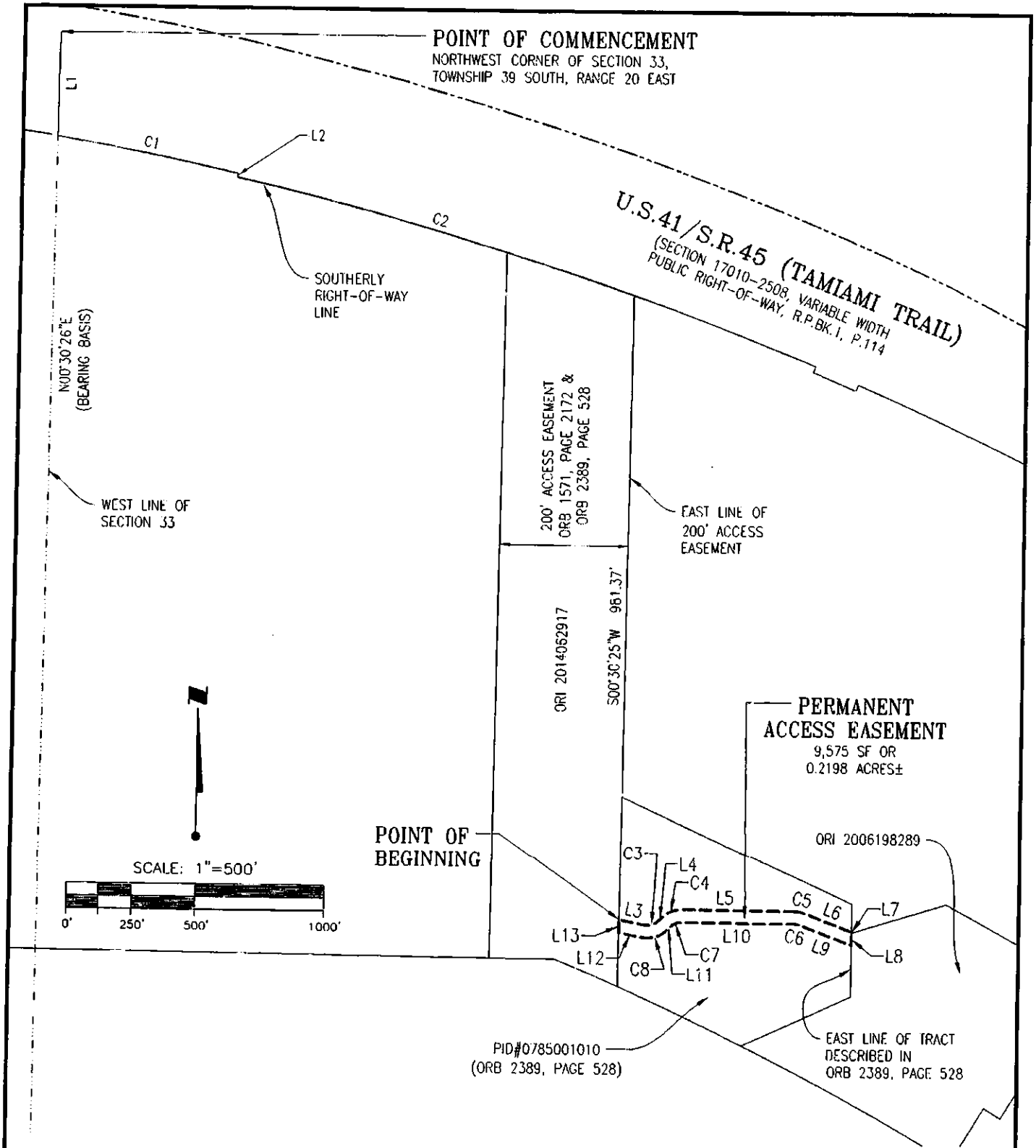
This is NOT a Survey and Not valid without all sheets.

Nov 29, 2021 - 09:54:13

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SKETCH & DESCRIPTION OF A
PERMANENT ACCESS EASEMENT LOCATED IN
SECTION 33, TOWNSHIP 39 S., RANGE 20 E.,
SARASOTA COUNTY FLORIDA

Access Easements Agreement - Exhibit 2



This is NOT a Survey and Not valid without all sheets.
Nov 30, 2021 11:42:02 EDM:JIAV:\2156\active\215616468\survey\drawing\sketches\215616468v-spsk02_revA.dwg

SKETCH & DESCRIPTION OF A
PERMANENT ACCESS EASEMENT LOCATED IN
SECTION 33, TOWNSHIP 39 S., RANGE 20 E.,
SARASOTA COUNTY, FLORIDA



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27015 • www.stantec.com
Licensed Business Number 7866

TASK CODE: 220	DRAWN BY: EDM	CHKD BY: JRJ	CAO FILE: 215616468v-spsk02	PROJECT NO: 215616468	SHEET 1 OF 3	DRAWING INDEX NO: B16468v-spsk02*	REV:
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°30'26"W	162.79'
L2	S12°32'57"W	6.00'
L3	S78°18'12"E	40.19'
L4	N45°54'43"E	7.67'

LINE TABLE		
LINE	BEARING	DISTANCE
L5	S89°38'53"E	176.03'
L6	S69°12'45"E	80.55'
L7	S00°00'19"E	1.32'
L8	S00°00'14"E	20.07'

LINE TABLE		
LINE	BEARING	DISTANCE
L9	N69°12'45"W	88.14'
L10	N89°38'53"W	176.03'
L11	S45°54'43"W	7.67'
L12	N78°18'12"W	36.23'

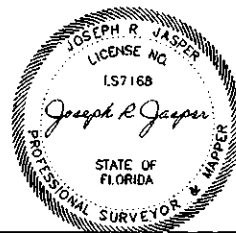
LINE TABLE		
LINE	BEARING	DISTANCE
L13	N00°30'25"E	20.39'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	5,603.58'	2°57'18"	289.01'	288.97'	S78°55'42"E
C2	5,597.58'	6°39'31"	650.51'	650.14'	S74°07'17"E
C3	25.00'	55°47'05"	24.34'	23.39'	N73°48'15"E
C4	45.00'	44°26'25"	34.90'	34.03'	N68°07'55"E

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C5	45.00'	20°26'07"	16.05'	15.96'	S79°25'49"E
C6	25.00'	20°26'07"	8.92'	8.87'	N79°25'49"W
C7	25.00'	44°26'25"	19.39'	18.91'	S68°07'55"W
C8	45.00'	55°47'05"	43.81'	42.10'	S73°48'15"W

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 33, BEING N00°30'26"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed
by Joseph R
Jasper
Date: 2022.01.11
15:04:33 -05'00'

Joseph R. Jasper, P.S.M.
Florida Registration No. 7168

Date of Signature

Nov 30, 2021 - 11:42:02 This is NOT a Survey and Not valid without all sheets.
FDMEJIAV\2156\active\215616468\survey\drawing\sketches\215616468v-spsk02...revA.dwg

SKETCH & DESCRIPTION OF A
PERMANENT ACCESS EASEMENT LOCATED IN
SECTION 33, TOWNSHIP 39 S., RANGE 20 E.,
SARASOTA COUNTY, FLORIDA



Stantec

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TASK CODE: 220	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 215616468v-spsk02	PROJECT NO: 215616468	SHEET 2 OF 3	DRAWING INDEX NO: B16468v-spsk02*	REV:
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PERMANENT ACCESS EASEMENT

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

A tract of land lying in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northwest corner of said Section 33; thence S.00°30'26"W. along the east line of said Section 33, a distance of 162.79 feet to a point on the southerly right-of-way line of U.S.41/S.R.45/Tamiami Trail (variable width public right-of-way, Section 17010-2508) recorded in Road Plat Book 1, Page 114 of the Public Records of Sarasota County, Florida, also being the point of curvature of a non-tangent curve to the right, having a radius of 5,603.58 feet and a central angle of 02°57'18"; the following three (3) calls are along said southerly right-of-way line: (1) thence Easterly along the arc of said curve, a distance of 289.01 feet, said curve having a chord bearing and distance of S.78°55'42"E., 288.97 feet, to the end of said curve; (2) thence S.12°32'57"W. along a line non-tangent to said curve, a distance of 6.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 5,597.58 feet and a central angle of 06°39'31"; (3) thence Easterly along the arc of said curve, a distance of 650.51 feet, said curve having a chord bearing and distance of S.74°07'17"E., 650.14 feet, to the northeast corner of a 200-foot access easement recorded in Official Records Book 1571, Page 2172 and Official Records Book 2389, Page 528, both in said Public Records; thence S.00°30'25"W. along the east line of said 200-foot access easement, a distance of 981.37 feet to the POINT OF BEGINNING; thence S.78°18'12"E., a distance of 40.19 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 55°47'05"; thence Easterly along the arc of said curve, a distance of 24.34 feet, to the point of tangency of said curve; thence N.45°54'43"E., a distance of 7.67 feet to a point of curvature of a curve to the right having a radius of 45.00 feet and a central angle of 44°26'25"; thence Easterly along the arc of said curve, a distance of 34.90 feet, to the point of tangency of said curve; thence S.89°38'53"E., a distance of 176.03 feet to a point of curvature of a curve to the right having a radius of 45.00 feet and a central angle of 20°26'07"; thence Easterly along the arc of said curve, a distance of 16.05 feet to the point of tangency of said curve; thence S.69°12'45"E., a distance of 80.55 feet to a point on the east line of a tract of land described in Official Records Book 2389, Page 528 of said Public Records; the following two (2) calls are along said east line: (1) thence S.00°00'19"E., a distance of 1.32 feet; (2) thence S.00°00'14"E. along the west line of a tract of land described in Official Records Instrument Number 2006198289 of said Public Records, a distance of 20.07 feet; thence N.69°12'45"W., a distance of 88.14 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 20°26'07"; thence Westerly along the arc of said curve, a distance of 8.92 feet, to the point of tangency of said curve; thence N.89°38'53"W., a distance of 176.03 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 44°26'25"; thence Westerly along the arc of said curve, a distance of 19.39 feet, to the point of tangency of said curve; thence S.45°54'43"W., a distance of 7.67 feet to a point of curvature of a curve to the right having a radius of 45.00 feet and a central angle of 55°47'05"; thence Westerly along the arc of said curve, a distance of 43.81 feet, to the point of tangency of said curve; thence N.78°18'12"W., a distance of 36.23 feet to the west line of said tract of land described in Official Records Book 2389, Page 528 and said east line of a 200-foot access easement; thence N.00°30'25"E. along said west line and said east line, a distance of 20.39 feet to the POINT OF BEGINNING.

Containing 9,575 square feet or 0.2198 acres, more or less.

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

Nov 30, 2021 - 11:42:02 EDM\JAJ\2156\active\215616468\survey\drawing\sketches\215616468v-spsk02_revA.dwg

SKETCH & DESCRIPTION OF A
PERMANENT ACCESS EASEMENT LOCATED IN
SECTION 33, TOWNSHIP 39 S., RANGE 20 E.,
SARASOTA COUNTY, FLORIDA



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6930 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7865

TASK CODE: 220	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 215616468v-spsk02	PROJECT NO: 215616468	SHEET 3 OF 3	DRAWING INDEX NO: B16468v-spsk02*	REV:
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ACCESS EASEMENT AGREEMENT
EXHIBIT "3"

GRANTEE PROPERTY SKETCH & DESCRIPTION

DESCRIPTION:

A parcel of land being in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

COMMENCE at the Northwest corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.00°30'20"W. along the West line of said Section 33, a distance of 1477.68 feet to a point on the North line of Manatee Community College as described in Official Records Book 1571 at page 2172 of the Public Records of Sarasota County, Florida; thence S.89°29'35"E., along said North line of Manatee Community college a distance of 809.96 feet to a point of curvature of a curve to the right having a radius of 4,577.37 feet, a central angle of a central angle of 04°03'20", a chord bearing of S.65°31'54"E., and a chord length of 323.93 feet; thence along the arc of said curve, an arc length of 324.00 feet to the POINT OF BEGINNING, same being a point on the most southeasterly corner of Land described in Official Records Book 2389 at page 528 of the Public Records of described in Official Records Book 2389 at Page 528 of the Public Records of Sarasota County, Florida; thence N.65°18'18"E., along the Easterly line of said described lands described in Official Records Book 2389 at Page 528, a distance of 188.09 feet; thence continue along said Easterly line of said lands described in Official Records Book 2389 at page 528, N.00°00'15"W. a distance of 100.19 feet to the thence n.73°01'52"E. a distance of 155.06 feet; thence S.61°17'24"E., a distance of 250.00 feet; thence S.31°15'27" W., a distance of 250.00 feet; thence N.59°05'38"W., a distance of 31.13 feet; thence S.30°54'22"W., a distance of 99.91 feet; to a point on said North line of said Manatee Community college, same being a point on a nontangent curve to the left, having a radius of 4577.37 feet, a central angle of 04°42'45", a central angle of 04°42'45", a chord bearing of N.61°28'51"W., and a chord length of 376.38 feet; thence northwesterly along said North line of Manatee Community College, same being the arc of said curve, an arc length of 376.49 feet to the POINT OF BEGINNING.

Containing 111363 square feet or 2.5566 acres, more or less.

SKETCH OF DESCRIPTION

SHEET 1 OF 2

DESCRIPTION:

A parcel of land lying in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:


Commence at the Northwest corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.00°30'20"W., along the West line of said Section 33, a distance of 1255.75 feet; thence S.89°29'40"E., perpendicular to said West line of Section 33, a distance of 2488.59 feet to a point on the southerly Right of Way line of State Road No. 45 for a POINT OF BEGINNING; thence S.54°22'31"E., a distance of 30.03 feet; thence S.38°08'20"W., a distance of 27.53 feet to the point of curvature of a curve to the right having a radius of 365.63 feet and a central angle of 73°13'00", a chord bearing of S.74°44'49"W. and a chord length of 436.08 feet; thence along the arc of said curve, an arc length of 467.23 feet; thence N.68°36'43"W., a distance of 144.76 feet to the point of curvature of a curve to the left having a radius of 215.00 feet and a central angle of 45°13'38", a chord bearing of S.88°46'28"W. and a chord length of 165.34 feet; thence along the arc of said curve, an arc length of 169.71 feet; thence S.66°09'39"W., a distance of 114.76 feet to the point of curvature of a curve to the right having a radius of 115.00 feet and a central angle of 28°48'14", a chord bearing of S.80°33'46"W. and a chord length of 57.21 feet; thence along the arc of said curve, an arc length of 57.81 feet; thence N.85°02'07"W., a distance of 54.50 feet to the point of curvature of a curve to the left having a radius of 85.00 feet and a central angle of 32°33'30", a chord bearing of S.78°41'08"W. and a chord length of 47.65 feet; thence along the arc of said curve, an arc length of 48.30 feet; thence N.61°17'24"W., a distance of 35.26 feet; thence N.60°13'4"E., a distance of 15.20 feet to the point of curvature of a curve to the right having a radius of 115.00 feet and a central angle of 34°44'12", a chord bearing of N.77°35'47"E. and a chord length of 68.66 feet; thence along the arc of said curve, an arc length of 69.72 feet; thence S.85°02'07"E., a distance of 54.50 feet to the point of curvature of a curve to the left having a radius of 85.00 feet and a central angle of 28°48'14", a chord bearing of N.80°33'46"E. and a chord length of 42.28 feet; thence along the arc of said curve, an arc length of 42.73 feet; thence N.66°09'39"E., a distance of 114.76 feet to the point of curvature of a curve to the right having a radius of 245.00 feet and a central angle of 45°13'38", a chord bearing of N.88°46'28"E. and a chord length of 188.41 feet; thence along the arc of said curve, an arc length of 193.39 feet; thence S.68°36'43"E., a distance of 144.76 feet to a point on a nontangent curve to the left, having a radius of 335.63 feet, a central angle of 73°12'54", a chord bearing of N.74°44'47"E., and a chord length of 400.29 feet; thence easterly along the arc of said curve, an arc length of 428.88 feet; thence N.38°08'20"E., a distance of 26.22 feet to the POINT OF BEGINNING.

Containing 32,616 square feet or 0.7488 acres, more or less.

NOTES:

1. This Sketch of Description does not represent a boundary survey. The purpose of this sketch is to graphically depict the description shown hereon.
2. The description shown hereon has been prepared for this sketch.
3. The bearings shown hereon are based on the West line of Section 33 as being S.00°30'20"W.
4. Subject to easements and rights of way of record, if any.

Randall E. Britt
 Randall E. Britt, Professional Land Surveyor
 Florida Certification Number 3978
 Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal



PREPARED FOR:
 WEST VILLAGES IMPROVEMENT DISTRICT

DATE: MARCH 14, 2005

JOB NUMBER: 04-03-T&C (EASEMENT 104)

 **BRITT SURVEYING, INC.**

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
 606 Cypress Avenue Venice Florida 34285
 Telephone: (941) 493-1396 Fax: (941) 484-6766
 E-mail: rs@brittsurveying.com

POINT OF
COMMENCEMENT
Northwest Corner
Section JJ-39-20

SKETCH OF DESCRIPTION

SHEET 2 OF 2

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	365.63	467.23	436.08	S 74°44'49" W	73°13'00"
C2	215.00	169.71	165.34	S 88°48'28" W	45°13'35"
C3	115.00	57.81	57.21	S 80°33'48" W	28°48'14"
C4	85.00	48.30	47.65	S 78°41'08" W	32°33'30"
cs	115.00	69.72	68.66	N 77°35'47" E	T 34°44'12"
C6	85.00	42.73	42.28	N 80°33'46" E	28°48'14"
C7	245.00	193.39	188.41	N 88°46'28" E	45°13'38"
CB	335.63	428.88	400.29	N 74°44'47" E	73°12'54"

LINE TABLE

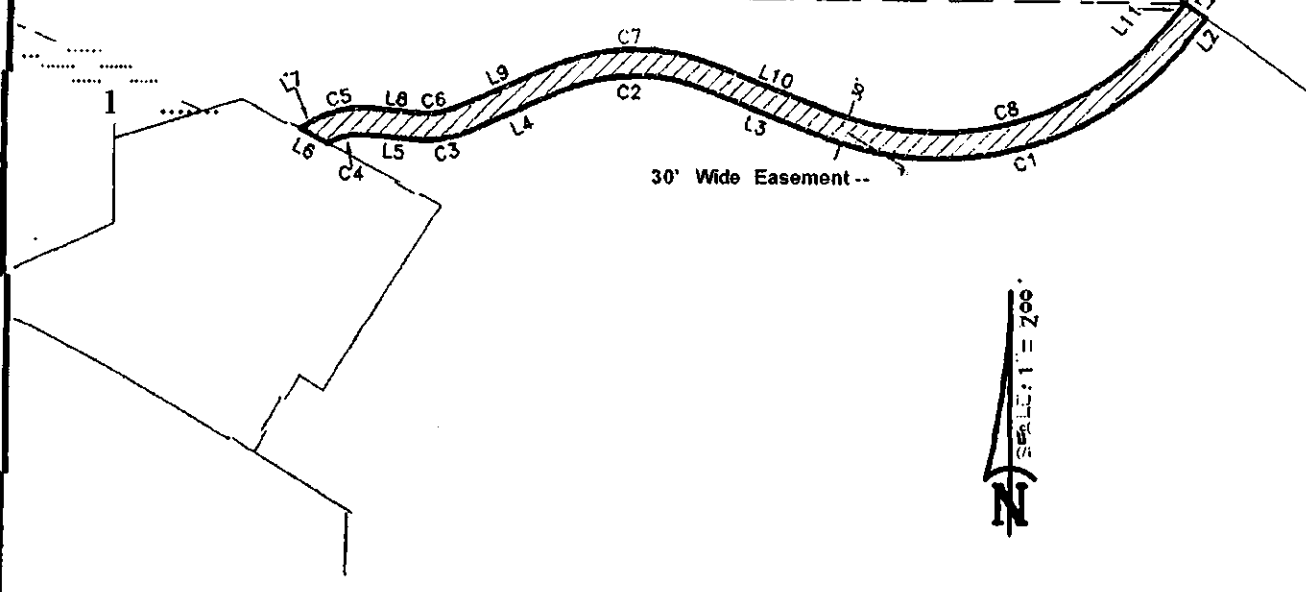
LINE	BEARING	DISTANCE
L1	S 54°22'31" E	30.03
L2	S 38°08'20" W	27.53
L3	N 68°36'43" W	144.76
L4	S 66°09'39" W	114.76
L5	N 88°02'07" W	54.50
L6	N 61°17'24" W	35.28
L7	N 60°13'41" E	15.20
LB	S 85°02'07" E	54.50
L9	N 66°09'39" E	114.76
L10	S 68°36'43" E	144.76
L11	N 38°08'20" E	26.22

West line Section JJ-39-20
S 00°00'00" W 1255.74'

STATE ROAD #45 & HIGHWAY
Right of Way Line

POINT OF BEGINNING

S 89°29'40" E 2488.59'



PREPARED FOR:

WEST VILLAGES IMPROVEMENT DISTRICT

DATE: MARCH 14, 2005

JOB NUMBER: 04-09-18C (EASEMENT 101)



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LAND SURVEYORS AND MAPPERS
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