



City of North Port

RESOLUTION NO. 2022-R-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED ON PAPILLON STREET AND DESCRIBED AS LOT 28, BLOCK 379, 10TH ADDITION TO PORT CHARLOTTE SUBDIVISION, SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 0980037928; INCORPORATING RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner(s) of the identified real estate have agreed to sell the property to the City of North Port; and

WHEREAS, through its real estate consultant, the City obtained an appraisal report identifying the fee simple market value of the property as of February 19, 2022, as \$28,200.00; and

WHEREAS, the real estate taxes will be prorated as of the scheduled closing date; and

WHEREAS, the City Commission of the City of North Port, Florida finds that this property acquisition 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 City Commission authorizes the City Manager to take the actions identified in this resolution to purchase the real property bearing Sarasota County Property Appraiser parcel identification number 0980037928, located on Papillon Street in the City of North Port, and legally described as:

Lot 28, Block 379, 10th Addition to Port Charlotte Subdivision, according to the Plat recorded in Plat Book 12, Page 22, 22A through 22M of the Official Records of the Sarasota County Clerk of the Circuit Court.

Relevant portions of the plat are attached as Exhibit A.

- 2.02 The City Commission approves the *Agreement for Purchase and Sale of Real Property* attached as Exhibit B.
- 2.03 Transfer of ownership from the current property owner(s) to the City of North Port will be made via Warranty Deed.
- 2.04 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 negotiate, enter into, and consummate the proposed purchase.
- 2.05 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.
- 3.02 The City Clerk is directed to record the fully executed original Warranty Deed with the Sarasota County Clerk of the Circuit Court to be duly recorded in the official records of the county, concurrent with the recording of this resolution.
- 3.03 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 10, 2022.

CITY OF NORTH PORT, FLORIDA

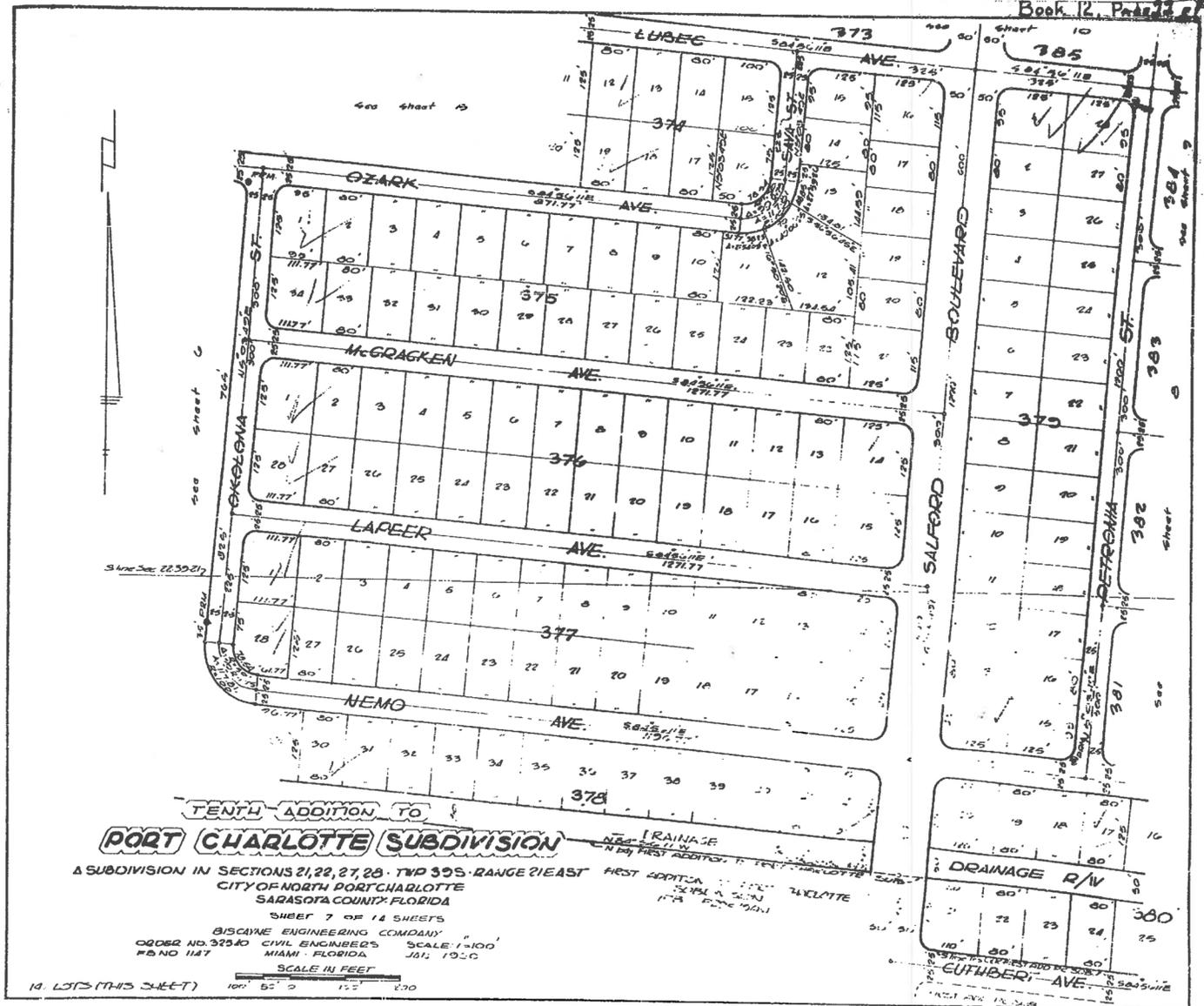
PETE EMRICH
MAYOR

ATTEST

HEATHER TAYLOR, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON
CITY ATTORNEY



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into by and between Jeanne R. Moreau ("Seller"), with an address of 3973 Lubec Avenue, North Port, FL 34287-5131, and the City of North Port, Florida, a municipal corporation of the State of Florida ("Buyer"), with an address of 4970 City Hall Boulevard, North Port, Florida 34286-4100, as of the date that the Buyer executes this Agreement (the "Effective Date").

In consideration of the mutual covenants and agreements set forth herein, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

1. **Sale of Property.** Seller agrees to sell, assign, transfer, and convey to Buyer, and the Buyer agrees to purchase from Seller that certain real property ("Property") consisting of 0.26953 acres (11,741 square feet) of land, described as:

Lot 28, Block 379, 10th Addition to Port Charlotte Subdivision, a subdivision according to the Plat thereof, as recorded in Plat Book 12, Page 22, 22A thru 22M, of the Public Records of Sarasota County, Florida,

Sarasota County Property Appraiser PID # 0980037928,

together with all privileges and other rights appurtenant to the Property, if any; all fill and top soil thereon, if any; all oil, gas and mineral rights possessed by Seller, if any; and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Property, if any; and all right title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights benefiting the Property, if any.

2. **Purchase Price.** In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of Thirty Thousand and no/100 dollars (\$30,000.00) payable at closing.

3. **Clear and Marketable Title.** Seller warrants that it is the sole owner of the Property in fee simple and will convey good, recordable, marketable, insurable title free and clear of all encumbrances to Buyer at closing. **Seller will defend and indemnify Buyer for any cloud upon the title.** Seller acknowledges that all warranties found in law are in effect.

- Seller agrees to purchase title insurance
- Buyer agrees to purchase title insurance
- Title Insurance is waived.

4. **Commission Approval.** Buyer's obligation to perform on this Purchase and Sale Agreement is conditioned upon the approval of this Purchase and Sale Agreement by the City Commission of the City of North Port, Florida.

5. **Closing Costs and Documents.** Buyer agrees to pay all reasonable closing costs. Taxes shall be prorated as of the scheduled closing date. Buyer shall select the closing agent. The purchase price will be disbursed to the Seller or their agent at the time of closing, except outstanding taxes, which, if due, will be withheld at closing. Seller agrees to sign and provide a Warranty Deed and all other relevant closing documents at closing, and further acknowledge(s) that the closing and aforesaid payment is contingent on Seller's ability to convey clear, recordable, marketable, insurable, and complete title at the closing.

6. Closing Date. Closing on the Property will take place within 90 days of the North Port City Commission's approval of this Purchase and Sale Agreement unless otherwise agreed to by the parties. Seller will be informed by the Closing Officer at least seven (7) days prior to the closing of its date, time and place, when closing is in person.

7. Hazardous Materials. Seller warrants to Buyer that to the best of Seller's knowledge, information and belief, the Property has not been nor is it currently used as a disposal site for toxic or other hazardous waste materials. This warranty shall survive the closing and shall continue for so long as there is liability imposed on Buyer under any applicable federal or state law. In the event that the City obtains an Environmental Site Assessment that confirms the presence of Hazardous Materials on the Property, the City, at its sole option, may elect to terminate this Purchase and Sale Agreement and neither party shall have any further obligations under this Purchase and Sale Agreement.

8. Encumbrances. Seller hereby covenants and agrees that from the Effective Date until the closing date, the Seller shall not, without the prior written consent of the Buyer, grant or otherwise voluntarily create or consent to the creation of any easement, restriction, lien, or encumbrance affecting the Property.

9. Default; Remedies. If Seller or Buyer default under this Purchase and Sale Agreement, the non-defaulting party may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or exercise any other remedy permitted by law or in equity resulting from Seller's or Buyer's default.

10. Governing Law; Venue. This Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract 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.

11. 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 Purchase and Sale Agreement that are not contained in this document.

12. Amendment. No modifications, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Severability. In the event any provision of this Purchase and Sale Agreement shall be held invalid and 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.

14. Assignment. Seller shall not assign this Agreement, or any interest therein or any right or privilege appurtenant thereto or to the Property without first obtaining Buyer's written consent, which shall not be unreasonably withheld. Buyer's consent to one assignment by a party other than Seller shall not be consent to any subsequent assignment by any other person. Any unauthorized assignment shall be void and shall terminate this Purchase and Sale Agreement at Buyer's option. Subject to the terms of

the preceding sentence, all terms of this Purchase and Sale Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representative, heirs, successors, and assigns.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be hand delivered, sent via UPS or FedEx, or sent by certified United States mail (postage prepaid), return receipt requested, and addressed as follows:

If to Seller: Jeanne R. Moreau
 3973 Lubec Avenue
 North Port, FL 34287-5131

If to Buyer: City of North Port, Florida
 Assistant City Manager
 4970 City Hall Boulevard
 North Port, FL 34286

With copy to: City Attorney
 4970 City Hall Blvd.
 North Port, FL 34286

Notices will be deemed delivered upon deposit with the carrier, deposit in the U.S. Mail, or upon hand delivery.

16. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Purchase and Sale Agreement may be signed in counterparts.

17. 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.

(This space intentionally left blank; signature pages to follow)

This Agreement has been executed and delivered on the date set forth below.

Allen Dominick

Witness No. 1

Allen Dominick

Printed Name

SELLER
JEANNE R. MOREAU

Jeanne R. Moreau
Signature

4-19-22
Date

Michelle Tipp

Witness No. 2

Michelle Tipp

Printed Name

ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on April 19th, 2022, by Jeanne R. Moreau.

Michelle Tipp
Notary Public – State of Florida

Personally Known OR Produced Identification

Type of Identification Produced FL DL



Michelle Tipp
COMMISSION # GG269337
EXPIRES: February 11, 2023
Bonded Thru Aaron Notary

Approved by the City Commission of the City of North Port, Florida, a municipal corporation of the State of Florida on _____, 202__.

BUYER
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