

**PARTIAL ASSIGNMENT (RELATED TO FIRE STATION NO. 1) OF  
WEST VILLAGES DEVELOPER AGREEMENT (POST ANNEXATION)**

This *Partial Assignment (Related to Fire Station No. 1) of West Villages Developer Agreement (Post Annexation)* ("Partial Assignment") is made and entered into by and among Wellen Park, LLLP, a Florida Limited Partnership (the "Developer") as successor in interest to West Villages, LLLP ("WVLP"); the West Villages Improvement District, an independent special district of the State of Florida ("District"); and the City of North Port, Florida, an incorporated municipality in the State of Florida ("City") (collectively the "Parties").

**RECITALS**

- A. The District, the City, and WVLP entered into that certain *West Villages Developer Agreement (Post Annexation Agreement)*, dated March 25, 2020 and filed in the Public Records of Sarasota County, Florida as Instrument # 2020042302 (the "Agreement").
- B. The Developer is the successor in interest to WVLP.
- C. Subsections 3.5(a) through 3.5(d) of the Agreement provide that the District shall design, construct, and equip Fire Station No. 1 (as defined in the Agreement) and Subsection 3.9(d) provides that the City shall reimburse the District the actual costs of designing, permitting, constructing, and equipping Fire Station No. 1.
- D. Due to economies of scale related to the Developer's construction of the adjacent Downtown Project, the Developer has identified that there will be significant timing and cost savings benefits should the Developer construct Fire Station No. 1 in conjunction with its development of the Downtown Project.
- E. The District has been made aware that the Developer desires to undertake the design, permitting, construction, and equipping of Fire Station No. 1, including the cost thereof, pursuant to the terms of the Agreement.
- F. The District is amenable to assigning to the Developer its rights, duties, liabilities, and obligations contained in Subsections 3.5(a) through 3.5(d) and Subsection 3.9(d) of the Agreement.
- G. Section 14.12 of the Agreement provides that the Parties to the Agreement may assign any right or responsibility allocated to it pursuant to the Agreement with the written consent of all Parties.

ACCORDINGLY, in consideration of the mutual undertakings and agreements herein contained and accepted, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties covenant and agree to the following terms and conditions:

**SECTION 1. Assignment and Consent.**

- 1.01 The District hereby assigns all of its rights, duties, liabilities, and obligations to the Developer under:
  - a. Subsections 3.5(a) through 3.5(d) of the Agreement; and
  - b. Subsection 3.9(d) of the Agreement.

1.02 The City consents to this Partial Assignment.

1.03 This Partial Assignment becomes effective on the date the last party approves or executes this Partial Assignment ("Effective Date").

**SECTION 2. Authority to Execute.**

The signature by any person to this Partial Assignment will be deemed a personal 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.

**SECTION 3. Recordation.**

The Developer agrees to record this document at its own expense in the Public Records of Sarasota County, Florida within ten (10) business days of the Effective Date. The Developer agrees to provide file-stamped copies to the other parties within ten (10) business days of filing.

*[This space left blank; signature pages follow]*

Approved by the Board of Supervisors for the West Villages Improvement District on the 17<sup>TH</sup> day of June 2020.

WEST VILLAGES IMPROVEMENT DISTRICT

[Signature]  
John Luczynski  
Chairman

ATTEST:

Wm. R. Cresley  
Secretary

Executed by Wellen Park, LLLP this 17<sup>TH</sup> day of June 2020.

WELLEN PARK, LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Land Partners GP, LLC, a Delaware limited liability company

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

By: [Signature]  
Richard Severance  
Vice President

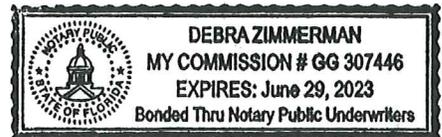
**ACKNOWLEDGEMENT**

STATE OF Florida  
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 17 day of June 2020, by Richard Severance as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company.

Debra Zimmerman  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_



[Additional signature page follows]

Approved by the City of North Port City Commission on the \_\_\_\_ day of \_\_\_\_\_ 2020.

THE CITY OF NORTH PORT, FLORIDA

By: \_\_\_\_\_  
Debbie McDowell  
Mayor

ATTEST

\_\_\_\_\_  
Heather Taylor, CMC  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
Amber L. Slayton  
City Attorney

*[End of signature pages]*