City of North Port

RESOLUTION NO. 2024-R-7

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA AS THE GOVERNING BODY OF THE NORTH PORT ROAD AND DRAINAGE DISTRICT, AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED ON TARGEE AVENUE AND DESCRIBED AS LOT 43, BLOCK 369, 10TH ADDITION TO PORT CHARLOTTE SUBDIVISION, SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 0980036943; INCORPORATING RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Port Road and Drainage District ("the District") owns and maintains Retention Ditch No. 140 on Targee Avenue ("R-140") in the City of North Port; and

WHEREAS, due to growth of the City and the need to access R-140, the District seeks to acquire vacant real property identified as Parcel Identification No. 0980036943 (the "Parcel") to secure access to the critical structure R-140; and

WHEREAS, Section 66-52 of the Code of the City of North Port, Florida authorizes the District to acquire any lands as may be necessary for the purposes of the District, including any property necessary for waterways and other improvements; and

WHEREAS, the identified real estate provides access to R-140; and

WHEREAS, the owner of the identified vacant property has agreed to sell the property to the District; and

WHEREAS, the District obtained an appraisal report identifying the fee simple market value of the property as of November 28, 2023, as Forty Thousand Dollars and Zero Cents ($40,000.00); and

WHEREAS, any outstanding taxes for the vacant property will be prorated between the parties and paid at closing; and

WHEREAS, the City Commission, as the governing body of the District, finds that this property acquisition satisfies an immediate or future need of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, SERVING AS THE GOVERNING BODY OF THE NORTH PORT ROAD AND DRAINAGE DISTRICT:

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, sitting as the governing body of the North Port Road and Drainage District, 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 0980036943, located on Targee Avenue in the City of North Port, and legally described as:

> Lot 43, Block 369, Tenth Addition to Port Charlotte Subdivision, according to the Plat thereof as 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, sitting as the governing body of the North Port Road and Drainage District, 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 North Port Road and Drainage District will be made via Warranty Deed.

2.04 The City Commission, sitting as the governing body of the North Port Road and Drainage District, 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 for the price of Forty-Two Thousand Dollars and Zero Cents, ($42,000.00).

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 District 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, acting in its capacity as the governing body of the North Port Road and Drainage District in public session on February 27, 2024.

THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA AS THE GOVERNING BODY OF THE NORTH PORT ROAD AND DRAINAGE DISTRICT

_____

ALICE WHITE
MAYOR

ATTEST

_____

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

_____

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

TENTH ADDITION TO PORT CHARLOTTE SUBDIVISION

A SUBDIVISION IN SECTIONS 21, 22, 27, 28 TWP 39S - RANGE 21 EAST
CITY OF NORTH PORT CHARLOTTE
SARASOTA COUNTY - FLORIDA

SHEET 1 OF 14 SHEETS

BISCAYNE ENGINEERING COMPANY

ORDER NO. 32540 CIVIL ENGINEERS SCALE: 1" = 100'
F.B. NO. 1147 MIAMI · FLORIDA JANUARY, 1960

SCALE IN FEET

100' 50' 0' 100' 200'

DESCRIPTION

A portion of Sections 21, 22, 27 and 28, Township 39 South, Range 21 East, Sarasota County, Florida, more particularly described as follows: Beginning at the northwest corner of the FIRST ADDITION TO PORT CHARLOTTE SUBDIVISION according to the plat there of as recorded in Plat Book 11 at Page 29 and 29A through 29 J of the Public Records of Sarasota County, thence run N: 5°03'49"E, 30296 feet to a point on the South line of said Section 21, said point being 150.18 feet west of the southeast corner of said Section 21; thence continue N: 5°03'49"E 1650.07 feet to a point on the west line of said Section 22, said point being 1645.19 feet north of the southwest corner of said Section 22; thence continue N: 5°03'49"E 719.47 feet to the point of curvature of a curve to the right having a radius of 1100 feet and a central angle of 63°20'05", thence run northeastwardly along the arc of said curve to the right 1215.94 feet to the point of reverse curvature with a curve to the left having a radius of 1050 feet and a central angle of 67°40'45"; thence run northeastwardly along the arc of said curve to the left 1240.28 feet to the point of tangency; thence run N: 0°43'09"E 1069.57 feet to a point on the north line of said Section 22 said point being 1441.30 feet east of the northwest corner of said Section 22; thence run S: 89°16'51"E 3630.88 feet along the north line of said Section 22 to the northwest corner of NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION according to the plat there of recorded in Plat Book ____ at Pages ______ of the Public Records of Charlotte County Florida, thence run S: 0°43'09"W 400 feet along the westerly boundary of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION to the point of curvature of a curve to the right having a radius of 450 feet and a central angle of 37°08'38", thence run southwardly along the arc of said curve to the right being along the westerly boundary of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION 291.73 feet to the point of tangency; thence run S: 37°51'47"W, 536.51 feet along the westerly boundary of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION to the point of curvature of a curve to the left having a radius of 1276.50 feet and a central angle of 32°52'08", thence run southwestwardly along the arc of said curve to the left being along the westerly boundary of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION 732.29 feet to the point of tangency; thence run S: 4°59'39"W 1574.54 feet along the westerly boundary of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION to the point of curvature of a curve to the left having a radius of 925 feet and a central angle of 21°18'24"; thence run southwardly along the arc of said curve to the left being along the westerly boundary of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION 343.98 feet to the point of tangency; thence run S: 16°18'45"E · 896.79 feet along the westerly boundary of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION to the point of curvature of a curve to the right having a radius of 850 feet and a central angle of 20°03'52" thence run southwardly along the arc of said curve to the right being along the westerly boundary of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION 297.66 feet to the point of tangency thence run S: 3°45'07"W 481.81 feet along the westerly boundary of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION to the point of curvature of a curve to the right having a radius of 835.94 feet and a central angle of 4°46'03"; thence run southwestwardly along the arc of said curve to the right being along the westerly boundary of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION 69.56 feet to the southwest corner of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION; thence run S: 72°35'33"E, 7.29 feet along the southerly boundary of said NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION to the most northwesterly corner of the FIFTH ADDITION TO PORT CHARLOTTE SUBDIVISION according to the plat there of as recorded in Plat Book 11 at Pages 33 and 33A through 33 R of the Public Records of Sarasota County, Florida; thence run S: 16°05'38"W 616.82 feet along the westerly boundary of said FIFTH ADDITION TO PORT CHARLOTTE SUBDIVISION to the northeast corner of said FIRST ADDITION TO PORT CHARLOTTE SUBDIVISION; thence run N: 84°56'11"W 4360.53 feet along the northerly boundary of said FIRST ADDITION TO PORT CHARLOTTE SUBDIVISION to a point on the east line of said Section 28, said point being 315.78 feet south of the northeast corner of said Section 28; thence continue N: 84°56'11"W 176.22 feet along the northerly boundary of said FIRST ADDITION TO PORT CHARLOTTE SUBDIVISION to the Point of Beginning, containing 535.92 acres, more or less

AND

Tracts J, K, and L of said FIRST ADDITION TO PORT CHARLOTTE SUBDIVISION.

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

It is hereby certified that this plat has been officially approved for records by the Board of County Commissioners of the County of Sarasota, Florida, this 17th day of May A.D. 1960.

Approved:

[signature] County Attorney

[signature] Chairman Board of County Commissioners

TOTAL LOTS PLATTED 1560

CERTIFICATE OF DEDICATION

STATE OF FLORIDA
COUNTY OF DADE ss

GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation, authorized to do business in the state of Florida, by its duly elected President, F.E. Mackle Jr. and its duly elected secretary, E.J. Mackle, and FLORIDA WEST COAST LAND COMPANY, a Florida Corporation, by its duly elected Vice President, F.E. Mackle Jr., and by its duly elected Secretary, E.J. Mackle, acting by and with the authority of their board of directors do hereby dedicate and set apart all of the Avenues, Boulevards, Streets, Drive, Court, Waterways and Drainage Right-of-Way as shown or described on this plat to the use of the general public forever.

The easements hereinafter described are expressly reserved to GENERAL DEVELOPMENT CORPORATION and FLORIDA WEST COAST LAND COMPANY their affiliates, successors, or assigns, for the purposes expressed: a 20 foot maintenance easement at the lot line abutting to and adjacent to all Canals, Waterways and Drainage Rights-of-Way, a 10 foot easement at the rear of each lot and a 6 foot easement at each side lot line for the installation and maintenance of underground and overhead utilities and for surface drainage by swale or underground provision and for any purpose consistent with good practice for the development of this project, except that use of easements along the side lot lines shall be limited to one side of any one lot, side lot lines coincident with street right-of-way lines shall contain no easements, and where more than one lot is intended as a building site the outside boundaries of said building site shall carry said side easements.

IN WITNESS WHEREOF: GENERAL DEVELOPMENT CORPORATION has caused these presents to be executed by its President and attested by its Secretary and FLORIDA WEST COAST LAND COMPANY has caused these presents to be executed by its Vice President and attested by its Secretary, by and with the authority of their Boards of Directors, this 15th day of January A.D. 1960.

GENERAL DEVELOPMENT CORPORATION

Attest [signature] Secretary — E.J. Mackle
By [signature] President — F.E. Mackle, Jr.

FLORIDA WEST COAST LAND COMPANY

Attest [signature] Secretary — E.J. Mackle
By [signature] Vice President — F.E. Mackle, Jr.

STATE OF FLORIDA
COUNTY OF DADE ss

Before me, the undersigned Notary Public, personally appeared F.E. Mackle, Jr. President, and E.J. Mackle, Secretary of GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation authorized to do business in the State of Florida, and F.E. Mackle Jr. Vice President and E.J. Mackle, Secretary of FLORIDA WEST COAST LAND COMPANY, a Florida Corporation, to me well known to be the individuals described in and who executed the foregoing certificate of dedications, and that they each duly acknowledged before me that they executed the same, as such officers for and on behalf of said corporations.

WITNESS my hand and official seal at Dade County, Florida this 15th day of Jan. AD, 1960.

My Commission expires March 10, 1962 [signature: Sharon K. Mack]
Notary Public State of Florida at large

CERTIFICATE OF APPROVAL OF CITY COMMISSION

STATE OF FLORIDA
COUNTY OF SARASOTA ss

It is hereby certified that this plat has been officially approved for record by the City Commission of the City of North Port Charlotte, Sarasota County, Florida, this ____ day of ____________ A.D. 1960

City Clerk [signature] Mayor [signature]

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA
COUNTY OF SARASOTA ss

I, W.A. Wynne, County Clerk of Sarasota County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the laws of Florida pertaining to maps and plats, and this plat has been filed for record in Plat Book 12 at Pages 22 through 22 M Public Records of Sarasota County, Florida this 17 day of May A.D. 1960.

W.A. Wynne, Clerk
Sarasota County, Florida

By [signature: H. M. Stine] Deputy Clerk

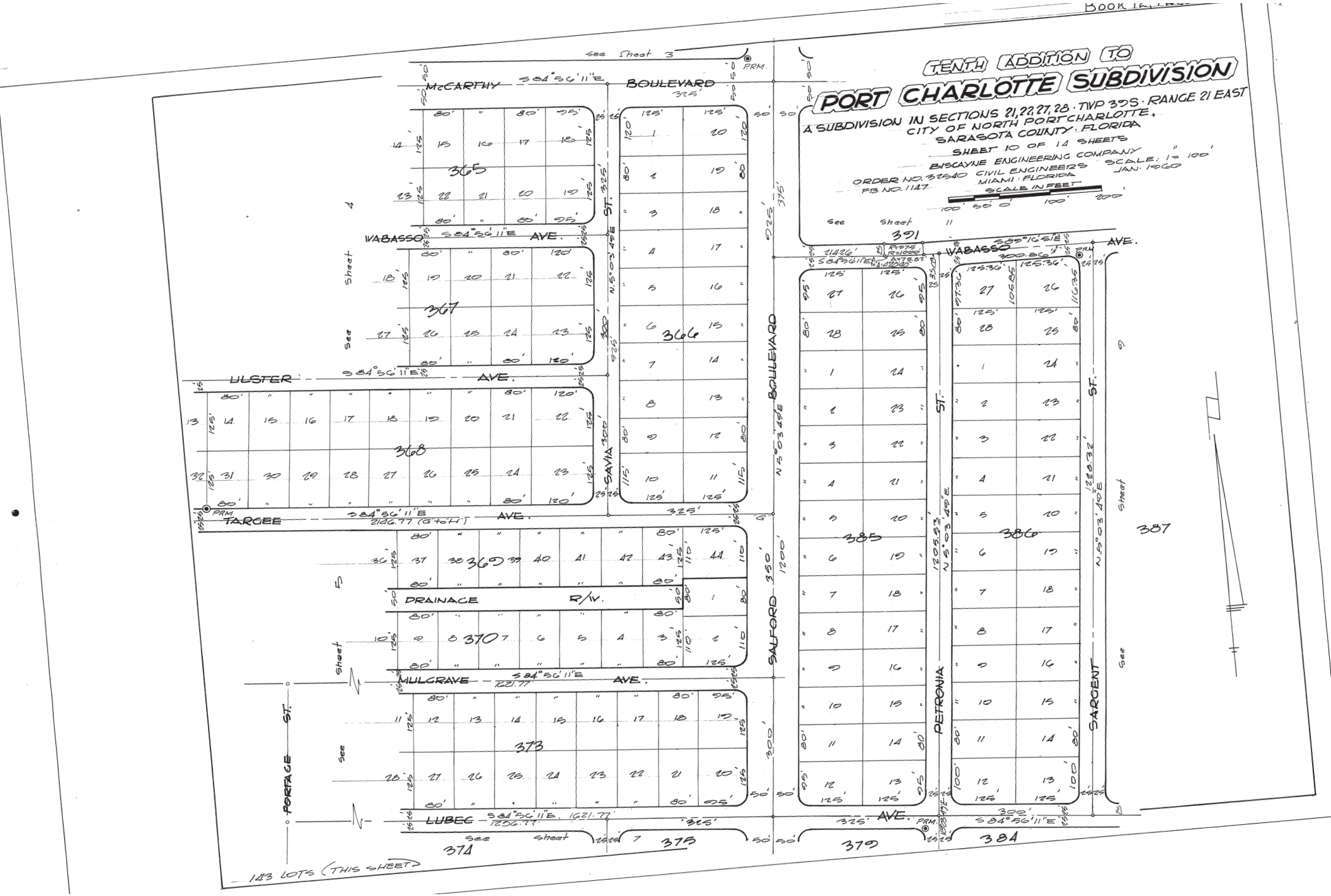
CERTIFICATE OF SURVEYOR

STATE OF FLORIDA
COUNTY OF DADE ss

I, the undersigned land surveyor, hereby certify that this plat is a true representation of the land described and shown to the best of my knowledge and belief, and that permanent reference monuments have been placed as required in survey laws of Florida.

BISCAYNE ENGINEERING COMPANY

By [signature] President
J. J. Bennett
Registered Engineer № 145
Registered Surveyor № 46
STATE OF FLORIDA


TENTH ADDITION TO
PORT CHARLOTTE SUBDIVISION
A SUBDIVISION IN SECTIONS 21, 22, 27, 28 · TWP 39S · RANGE 21 EAST
CITY OF NORTH PORT CHARLOTTE,
SARASOTA COUNTY · FLORIDA
SHEET 10 OF 14 SHEETS
BISCAYNE ENGINEERING COMPANY
CIVIL ENGINEERS
MIAMI · FLORIDA
ORDER NO. 32540
FB NO. 1147
SCALE: 1" = 100'
JAN. 1960
SCALE IN FEET
100' 50' 0' 100' 200'
See Sheet 3
See Sheet 11
McCARTHY BOULEVARD
WABASSO AVE.
ULSTER AVE.
TARGEE AVE.
DRAINAGE R/W.
MULGRAVE AVE.
LUBEC AVE.
SAVIA ST.
SALFORD BOULEVARD
PETRONIA ST.
SARGENT ST.
PORTAGE ST.
365
366
367
368
369
370
373
374
375
379
384
385
386
387
391
143 LOTS (THIS SHEET)

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This *Agreement for Purchase and Sale of Real Property* ("Agreement") is made and entered into by and between the North Port Road and Drainage District, a special district of the City of North Port, Florida, a municipal corporation of the State of Florida ("Buyer"), with an address of 1100 N. Chamberlain Boulevard, North Port, Florida 34286, and Nelson Miller and Renee Miller ("Seller") with an address of 1047 Stoeber Avenue, Sarasota, Florida 34232.

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. EFFECTIVE DATE

This Agreement is effective as of the date the last party approves or executes it (the "Effective Date").

2. 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 +/- 0.2296 acres (10,000 square feet) of land, described as:

Lot 43, Block 369, Tenth Addition to Port Charlotte Subdivision, as per Plat thereof recorded in Plat Book 12, Pages 22, 22A through 22M, of the Public Records of Sarasota County, Florida.

Sarasota County Property Appraiser PID #0980036943,

together with all of Seller's interest in the property, including but not limited to: (i) all privileges and other rights appurtenant to the Property, if any; (ii) all fill and top soil thereon, if any; (iii) all oil, gas, and mineral rights possessed by Seller, if any; (iv) all right, title, and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, and rights-of-way appurtenant to the Property, if any; and (v) all right title and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property, if any.

3. CLEAR AND MARKETABLE TITLE

Seller warrants that Seller is the sole owner of the Property in fee simple and Seller 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
- X Buyer agrees to purchase title insurance
- □ Buyer waives title insurance

4. PURCHASE PRICE

In consideration of Seller conveying the Property to Buyer, Buyer shall pay to Seller the sum of FORTY-TWO THOUSAND DOLLARS AND ZERO CENTS ($42,000.00), payable at closing.

5. EARNEST MONEY DEPOSIT

A. Deposit. After acceptance by all Parties, the Buyer agrees to make a payment in the amount of **FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00)** as consideration by **FEBRUARY 27, 2024**, at 6:00 ☐ AM ☒ PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted ☒ is ☐ is not required to be placed in a separate trust or escrow account in accordance with Florida law. The Earnest Money shall be held by **AMERICAN GOVERNMENT SERVICES CORPORATION** ("Escrow Agent").

B. Return of Deposit. Unless otherwise specified in this Agreement, in the event any condition of this Agreement is not met and the Buyer has fulfilled any required notice obligation in a timely manner regarding the condition having not been met, the Escrow Money shall be returned in accordance with Florida law.

6. SELLER'S DISCLOSURES

In order to meet the Buyer's obligations, the Seller shall be required to provide the following documents and records, to the extent they are within the possession or control of the Seller, at the Seller's sole cost and expense:

A. Property Disclosure Statement. A disclosure statement of the Property signed and dated by the Seller(s);

B. Other Agreements. A true and correct copy of all management agreements and contracts affecting the Property;

C. Studies and Reports. All copies in the Seller's possession of studies and/or re-ports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which the Seller is aware but that are not in their possession;

D. Written Notices. All copies of written notices relating to a violation of a Local, State, or Federal law including, without limitation, environmental laws relating to land use, zoning compliance, or building codes;

E. Water Rights. Water rights and/or water shares used in connection with the Property;

F. Copies of Leases. Copies of all current leases together with any ongoing evictions or legal matters related to the Property; and

G. Other Documents. Any other documents related to the Property that could serve as evidence to adversely affect its value.

Seller shall be required to provide the aforementioned disclosures within **3** calendar days after the Effective Date of this Agreement.

7. SURVEY

The parties agree that:

☐ - Seller's Recorded Surveys are Satisfactory. The Parties agree that the survey provided in accordance with Section 6 of this Agreement shall be adequate to fulfill the survey obligations of the Buyer. If a survey is not provided by the Seller, a new survey shall be requested and provided to the Buyer at the expense of the Seller.

☒ - New Survey Requested. Buyer will, at the ☐ Seller's ☒ Buyer's ☐ Shared expense and within a timeframe allowed to deliver and examine title evidence, obtain a certified survey of the Property from a certified and registered surveyor within the State. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, such encroachments will constitute a title defect. The Buyer shall have the right to terminate this Agreement with written notice to the Seller within **3** calendar days of being notified of said title defect.

8. CITY COMMISSION APPROVAL

Buyer's obligation to perform on this Agreement is conditioned upon the City Commission of the City of North Port, Florida, sitting as the governing body of the North Port Road and Drainage District ("City Commission") approving this Agreement.

9. CLOSING

Buyer shall select the closing agent. Unless otherwise agreed to by the parties, closing on the Property will take place within 90 days of the City Commission's approval of this Agreement. Buyer will work with the closing agent to make reasonable efforts to inform Seller at least seven (7) days prior to the closing of the closing date, time, and place.

10. CLOSING COSTS AND DOCUMENTS

Buyer agrees to pay all reasonable closing costs. Taxes will be prorated as of the scheduled closing date. The purchase price will be disbursed to Seller or Seller's 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 acknowledge(s) that the closing and payment is contingent on Seller's ability to convey clear, recordable, marketable, insurable, and complete title at the closing.

11. HAZARDOUS MATERIALS

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

12. ASSESSMENTS AND TAXES

No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. The Seller will pay or cause to be paid promptly all City, State, and County ad valorem taxes and similar taxes and assessments, all sewer and water charges, and all other governmental charges levied or imposed upon or assessed against the Property which are due on or prior to the Closing.

13. ENCUMBRANCES

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

14. DEFAULT; REMEDIES

If any party defaults under this 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 the default.

15. NOTICES

All notices, requests, demands, and other communications pursuant to this Agreement shall be in writing and shall be delivered by hand; UPS or FedEx; or certified United States mail (postage prepaid), return receipt requested, and addressed as follows. Notices will be deemed delivered upon deposit with the carrier, deposit in the U.S. Mail, or upon hand delivery.

If to Seller(s):	Nelson Miller and Renee Miller 1047 Stoeber Avenue Sarasota, FL 34232
If to Buyer:	City of North Port, Florida Public Works Director 1100 N Chamberlain Blvd North Port, FL 34286
With copy to:	City of North Port, Florida City Attorney 4970 City Hall Blvd. North Port, FL 34286

16. RECORDING

Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State of Florida, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

17. MISCELLANEOUS

A. Authority to Execute Agreement. The signature by any person to this Agreement shall 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.

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. 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 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 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.

I. 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 Agreement at Buyer's option. Subject to the terms of the preceding sentence, all terms of this 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.

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.

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

This Agreement has been executed by the Seller on the date set forth below.

SELLER
NELSON MILLER

Witness No. 1

Signature

Adam Raad
Printed Name

1-18-24
Date

Witness No. 2

Shanell Martinez
Printed Name

ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, on January 18, 2024, by NELSON MILLER.

Notary Public – State of Florida

☐ Personally Known OR ☑ Produced Identification

Type of Identification Produced FL DL # M460-637-61-123-0

ADAM KAREEM RAAD
Notary Public - State of Florida
Commission # HH 271077
My Comm. Expires Jun 4, 2026

This Agreement has been executed by the Seller on the date set forth below.

SELLER
RENEE MILLER

Witness No. 1

Signature

Adam Raad
Printed Name

1/18/24
Date

Witness No. 2

Shanell Martinez
Printed Name

ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, on January 18, 2024, by RENEE MILLER.

Notary Public – State of Florida

☐ Personally Known OR ☑ Produced Identification

Type of Identification Produced FL DL# M460-737-72-545-0

ADAM KAREEM RAAD
Notary Public - State of Florida
Commission # HH 271077
My Comm. Expires Jun 4, 2026

Approved by the City Commission of the City of North Port, Florida, acting as the governing body of the North Port Road and Drainage District, in public session on February 27, 2024.

BUYER
NORTH PORT ROAD AND DRAINAGE DISTRICT

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

ATTEST

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HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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