



## City of North Port

### RESOLUTION NO. 2024-R-13

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA AS THE GOVERNING BODY OF THE NORTH PORT SOLID WASTE DISTRICT, AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED ON SILVERLEAF ROAD AND DESCRIBED AS LOT 23, BLOCK 2276, FORTY-SEVENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 1128227623; INCORPORATING RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the North Port Solid Waste District, a special district of the City of North Port, Florida (“the District”) seeks to acquire real property identified as Parcel Identification No. 1128227623 (“the Parcel”) that abuts City-owned property where a new Solid Waste Transfer Station (“Transfer Station”) will be constructed; and

**WHEREAS**, on November 23, 2021, the City Commission of the City of North Port, Florida, sitting as the governing body of the District, directed the purchase of parcels abutting the Transfer Station property to allow for maintenance of the Transfer Station once constructed; and

**WHEREAS**, Section 66-88 of the Code of the City of North Port, Florida authorizes the District to acquire lands or rights in lands as may be necessary for the purposes of the District, including any property, whether real or personal, as may be necessary, desirable, or convenient for the providing of solid waste management services and facilities within the District; and

**WHEREAS**, the Parcel(s) are necessary for the purposes of the District and are necessary, desirable, and convenient for the providing of solid waste management services and facilities within the District; and

**WHEREAS**, the owner(s) of the identified vacant parcel(s) have 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 January 7, 2024, as \$15,000.00; and

**WHEREAS**, any outstanding taxes will be prorated; and

**WHEREAS**, the City Commission, as the governing body of the District, finds that this property 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 SOLID WASTE 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 Solid Waste 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 1128227623, located on Silverleaf Road in the City of North Port, and legally described as:

Lot 23, Block 2276, Forty-Seventh Addition to Port Charlotte Subdivision, according to the plat recorded in Plat Book 19, Page 46, 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 Solid Waste District, approves the *Agreement for Purchase and Sale of Real Property* attached to this Resolution as Exhibit “B”, and directs the transfer of property be made to the District via Warranty Deed.
- 2.03 The City Commission, sitting as the governing body of the North Port Solid Waste 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 of the Parcel for the price of \$15,000.00.
- 2.04 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 Solid Waste District in public session on May 28, 2024.

THE CITY COMMISSION OF THE CITY OF NORTH PORT,  
FLORIDA, SERVING AS THE GOVERNING BODY OF THE  
NORTH PORT SOLID WASTE DISTRICT

\_\_\_\_\_  
ALICE WHITE  
MAYOR

ATTEST

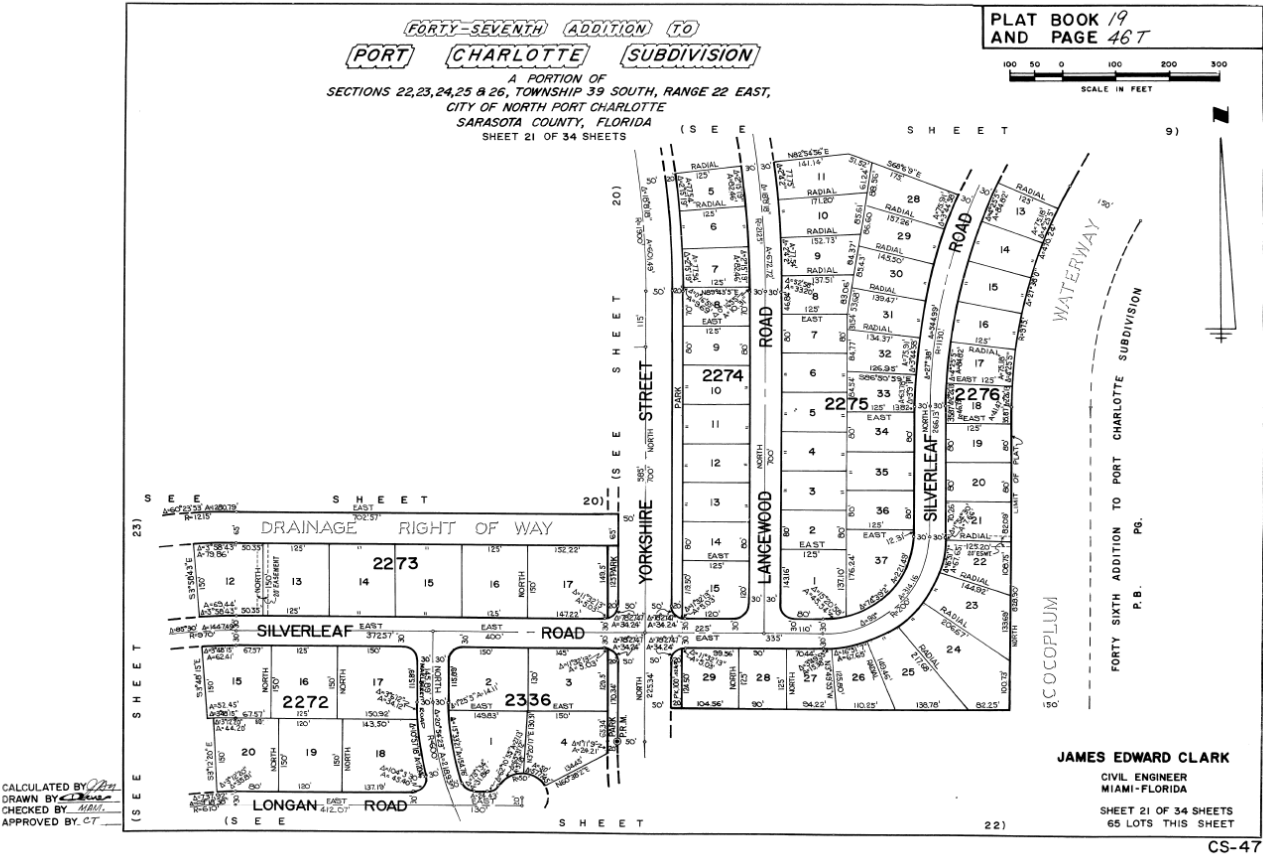
\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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

EXHIBIT A TO RESOLUTION 2024-R-13

PLAT MAP OF PID1128227623



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY –  
PID NO. 1128227623

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY – PID NO. 1128227623**

This *Agreement for Purchase and Sale of Real Property* ("Agreement") is made and entered into by and between the North Port Solid Waste District, a special district of the City of North Port, Florida, a municipal corporation of the State of Florida ("Buyer"), and Oscar V. Bailon and Magaly P. Bailon ("Sellers") whose address is 18005 44<sup>th</sup> Avenue West, Lynwood, Washington, 98037.

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 +/- 0.3423 acres (14,911 square feet) of land, described as:

Lot 23, Block 2276, Forty-Seventh Addition to Port Charlotte Subdivision, according to the plat thereof as recorded in Plat Book 19, Page 46T, of the Public Records of Sarasota County, Florida.

Sarasota County Property Appraiser PID No. 1128227623,

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, water, and mineral rights possessed by Seller, if any; (iv) all right, title, and interest of the Sellers 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**

A. Warranties. The Sellers warrant that Sellers are the sole owners of the Property in fee simple and the Sellers will convey good, recordable, marketable, insurable title free and clear of all encumbrances to Buyer at closing. **The Sellers agree to hold harmless, defend, and indemnify the Buyer for any defect or cloud upon the title.** The Sellers acknowledge that all warranties found in law are in effect.

B. Title Insurance.

- ☐ The Sellers agree to purchase title insurance.
- ☒ The Buyer agrees to purchase title insurance.
- ☐ The Buyer waives title insurance.

**4. PURCHASE PRICE**

In consideration of the Sellers conveying the Property to the Buyer, the Buyer shall pay to the Sellers the sum of **FIFTEEN THOUSAND DOLLARS and no/100 dollars** (\$15,000.00) ("Purchase Price"), payable at closing.

**5. EARNEST MONEY DEPOSIT**

- A. The escrow agent for this purchase is: \_\_\_\_\_ ("Escrow Agent").
- B. The Buyer agrees to deposit earnest money with the Escrow Agent in the amount of \_\_\_\_\_ and no/100 dollars (\$\_\_\_\_\_) ("Earnest Money") as consideration no later than end of business on \_\_\_\_\_, 20\_\_\_\_.
- C. The Escrow Agent will hold the Earnest Money in a separate trust or escrow account in accordance with Florida law by \_\_\_\_\_.
- D. Disposition of Earnest Money. The Earnest Money will be applied to the Purchase Price at closing, subject to the Buyer's ability to perform under the terms of this Agreement. Unless otherwise specified in this Agreement, if the sale of the Property does not close because the Seller has failed to meet any material term of this Agreement, then the Escrow Agent shall refund the Earnest Money to the Buyer in accordance with Florida law. If the sale of the Property does not close and the Seller has met all terms of this Agreement, then the Seller is entitled to keep the Escrow Money and the Escrow Agent shall deliver the Earnest Money to the Seller.

**6. SELLER'S DISCLOSURES**

The Sellers must provide the following documents to the Buyer no later than twenty (20) calendar days before the closing date, to the extent the documents are within the Seller's possession or control. All records must be provided at the Seller's sole cost and expense.

- A. Title Commitment. If applicable, a title commitment from a title company and a copy of each instrument or document listed as an exception to title in the title commitment;
- B. Disclosure Statement. A Seller's property disclosure on the form approved by the Florida Association of Realtors;
- C. Leases. All current leases, as well as all documents related to any ongoing evictions or legal matters related to the Property;
- D. Other Contracts. All management agreements and contracts affecting the Property;
- E. Studies and Reports. All studies and reports related to the Property, including but not limited to environmental reports, soil studies, seismic studies, physical inspection reports, site plans. and surveys. Seller must identify any studies of which the Seller is aware but that are not in the Seller's possession or control;
- F. Written Notices. All notices relating to the violation of any local, state, or federal law on the Property, including but not limited to environmental laws, land use, zoning compliance, or building codes; and

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

## 7. SURVEY

- A. Applicable Survey. The parties agree that:

☒ Existing Recorded Surveys are Satisfactory. The parties agree that the survey provided in accordance with Section 6 shall be adequate to fulfill the survey obligations of the Buyer.

☐ New Survey Requested. The Seller will, at the Seller's expense, obtain a certified survey of the Property from a certified and registered surveyor within the State. The Seller will deliver the survey to the Buyer no later than twenty (20) business days prior to the closing date.

- B. Encroachments. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, the encroachments will constitute a title defect. The Buyer shall have the right to terminate this Agreement with written notice to the Seller within \_\_\_\_ calendar days of being notified of the title defect. A title defect will constitute the Seller's breach of a material term of this Agreement for purposes of disposition of the Escrow Money.

## 8. CONDITION PRECEDENT - CITY COMMISSION APPROVAL

The Buyer's obligation to perform on this Agreement is conditioned upon the City Commission of the City of North Port, Florida ("City Commission") approving this Agreement.

## 9. CLOSING

The 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. the Buyer will work with the closing agent to make reasonable efforts to inform the Seller at least seven (7) days prior to the closing of the closing date, time, and place.

## 10. CLOSING COSTS AND DOCUMENTS

The 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 the Seller or the Seller's agent at the time of closing, except outstanding taxes, which, if due, will be withheld at closing. the 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 the Seller's ability to convey clear, recordable, marketable, insurable, and complete title at the closing.

## 11. HAZARDOUS MATERIALS

The Seller warrants to the Buyer that to the best of the 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 the Buyer under any applicable federal or state law. If the Buyer obtains an Environmental Site Assessment that confirms the presence of hazardous materials on the Property, then the 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**

- A. Assessments. The Seller warrants that there are no unpaid assessments against any portion of the Property (except ad valorem taxes for the current year), whether or not they have become liens. The Seller shall notify the Buyer of any unpaid assessments that are brought to the Seller's attention after the Effective Date.
- B. Outstanding Taxes and Other Charges. The Seller will pay or cause to be paid promptly all outstanding ad valorem taxes and any other taxes, assessments, outstanding sewer and water charges, and all other outstanding governmental charges levied or imposed upon or assessed against the Property that are due on or prior to the closing date.

**13. ENCUMBRANCES**

The Seller hereby covenants and agrees that from the Effective Date until the closing date, the Seller will not, without the 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 the Seller(s):      Oscar V. Bailon and Magaly P. Bailon  
                                      18005 44<sup>th</sup> Avenue West  
                                      Lynwood, WA 98037

If to the Buyer:          City of North Port, Florida  
                                      Public Works Director  
                                      1100 N Chamberlain Blvd  
                                      North Port, FL 34286

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

**16. RECORDING**

The parties agree that before the recording of the deed can take place, funds provided shall be in one 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.

Maria Cubas  
Witness No. 1

MARIA CUBAS  
Printed Name

Oscar Vincent Bailon  
Witness No. 2

Oscar Vincent Bailon  
Printed Name

**SELLER**  
**OSCAR V. BAILON**

Oscar Bailon  
Signature

4/22/24  
Date

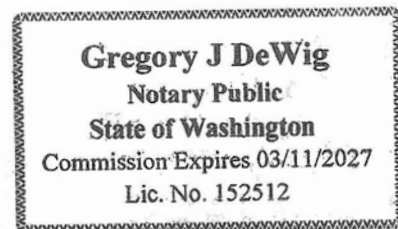
**ACKNOWLEDGEMENT**

STATE OF Washington  
COUNTY OF King

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22<sup>nd</sup> day of April 2024, by Oscar V. Bailon (name), as N/A (title) for Oscar V. bailon (Seller).

Gregory J DeWig  
Notary Public

     Personally Known OR X Produced Identification  
Type of Identification Produced WA DRIVERS LICENSE  
FOR OUSCAR V. BAILON



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

SELLER  
MAGALY P. BAILON

Hani Elba  
Witness No. 1

Magaly P. Bailon  
Signature

MARIA CUBAS  
Printed Name

4/22/2024  
Date

Oscar Vincent Bailon  
Witness No. 2

Oscar Vincent Bailon  
Printed Name

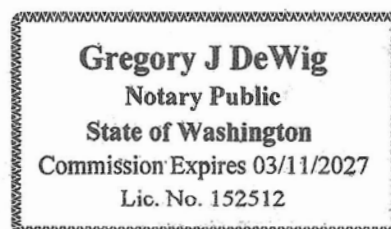
**ACKNOWLEDGEMENT**

STATE OF WASHINGTON  
COUNTY OF KING

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22<sup>nd</sup> day of APRIL 2024, by MAGALY P. BAILON (name), as N/A (title) for Magaly P. Bailon (Seller).

Gregory J DeWig  
Notary Public

     Personally Known OR X Produced Identification  
Type of Identification Produced WA DRIVERS LICENSE



Approved by the City Commission of the City of North Port, Florida, acting as the governing body of the North Port Solid Waste District, in public session on May 28, 2024.

**BUYER**  
**NORTH PORT SOLID WASTE 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

---

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