



## City of North Port

### RESOLUTION NO. 2025-R-36

**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 KACHER ROAD AND DESCRIBED AS LOT 20, BLOCK 1586, 32ND ADDITION TO PORT CHARLOTTE SUBDIVISION, SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 1138158620; 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 Water Control Structure #138 (“structure”) on Kacher Road; and

**WHEREAS**, the structure is surrounded by parcels that were sold by General Development Corporation without leaving land access to maintain or replace this critical structure; and

**WHEREAS**, due to growth of the City and the need to have access to the structure, the District must acquire vacant land to maintain this structure; and

**WHEREAS**, Section 66-52 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 road and drainage services within the District; and

**WHEREAS**, the identified real estate provides access to this structure; and

**WHEREAS**, the owner of the identified real estate 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 February 15, 2025 as \$23,000.00, 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 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 1138158620, located on Kacher Road in the City of North Port, and legally described as:

Lot 20, Block 1586, 32nd Addition to Port Charlotte Subdivision, according to the plat recorded in Plat Book 15, Page 16, 16A through 16L 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 North Port Road and Drainage District 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 for the price of \$24,000.00.

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 June 24, 2025.

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

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PHIL STOKES  
MAYOR

ATTEST

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HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY

**THIRTY-SECOND ADDITION TO  
 PORT CHARLOTTE SUBDIVISION**

A SUBDIVISION OF PORTIONS OF SECTIONS  
 20, 21, 28 AND 29, TWP 39 SOUTH, RGE. 22 EAST,  
 CITY OF NORTH PORT CHARLOTTE  
 SARASOTA COUNTY-FLORIDA

118549

**CERTIFICATE OF DEDICATION** BK 15 Pg 16

STATE OF FLORIDA 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 Boards of Directors do hereby dedicate and set apart all the Avenues, Boulevards, Circles, Lanes, Roads, Streets Waterways and Drainage Rights-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 lot line abutting to and adjacent to all 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. 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 1 day of May, AD 1961.

Attest E. J. Mackle Secretary  
 E. J. Mackle

By F. E. Mackle, Jr. President  
 F. E. Mackle, Jr.

Attest E. J. Mackle Secretary  
 E. J. Mackle

By F. E. Mackle, Jr. Vice President  
 F. E. Mackle, Jr.

STATE OF FLORIDA 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 Dedication, 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 1 day of May AD 1961.  
 My Commission expires 7/13/63  
Estimance Rammel  
 Notary Public State of Florida at large

**DESCRIPTION**

COMMENCING at the Southeast corner of Section 29, Township 39 South, Range 22 East, thence N00°08'41"W, along the East Line of said Section 29, 2281.37 feet to the POINT OF BEGINNING; thence S55°22'57"W 1260 feet; thence N34°37'03"W 191.98 feet; thence S89°51'19"W 956.62 feet; thence N51°44'45"W 391.58 feet; thence N38°15'15"E 200 feet; thence N51°44'45"W 475 feet; thence N38°15'15"E 1310 feet; thence N51°44'45"W 942.82 feet to a point of curve; thence Northwestwardly along the arc of a circular curve to the left having a radius of 400 feet, a central angle of 13°27'19", for a distance of 93.93 feet to a point of tangency; thence N65°12'04"W 673.89 feet to a point of curve; thence Northwestwardly and Northerly along the arc of a circular curve to the right having a radius of 400 feet, a central angle of 65°12'04" for a distance of 455.19 feet to a point of tangency; thence North 3210.09 feet; thence East 5805 feet; thence South 325 feet to a point of curve; thence Southwestwardly along the arc of a circular curve to the right having a radius of 160 feet, a central angle of 42°47'41" for a distance of 119.51 feet to a point of tangency; thence S42°47'41"W 1620 feet to a point of curve; thence Southwestwardly and Southerly along the arc of a circular curve to the left having a radius of 2650 feet, a central angle of 42°56'22" for a distance of 1986 feet to a point of tangency; thence S00°08'41"E 1385 feet to a point of curve; thence Southerly and Southwestwardly along the arc of a circular curve to the right having a radius of 1000 feet, a central angle of 55°31'38" for a distance of 969.13 feet to a point of tangency; thence S55°22'57"W 18.90 feet to the POINT OF BEGINNING.

All land lying and being in Sarasota County, Florida and containing 542.80 Acres more or less.

**CERTIFICATE OF SURVEYOR**

I HEREBY CERTIFY: That the attached plat entitled THIRTY-SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION is a true and correct representation of the lands as recently surveyed and platted under my direction; also that permanent reference monuments have been set in accordance with Section 7, Chapter 10275 (No. 253) Laws of the State of Florida.

Dated this 25 day of April AD 1961.  
Arthur L. Day  
 Arthur L. Day  
 Registered Engineer No. 6245  
 Registered Land Surveyor No. 1235  
 State of Florida

**CERTIFICATE OF APPROVAL OF CITY COMMISSION**

STATE OF FLORIDA ss It is hereby certified that this plat has been officially approved for record COUNTY OF SARASOTA by the City Commission of the City of North Port, Charlotte, Sarasota County, Florida this 24 day of May AD 1961.

John L. Givens Mayor  
Henry W. Sweeney City Clerk

**CERTIFICATE OF APPROVAL OF COUNTY COMMISSION**

STATE OF FLORIDA ss It is hereby certified that this plat has been officially approved for record COUNTY OF SARASOTA by the Board of County Commissioners of the County of Sarasota, Florida this 23 day of May AD 1961.

Richard E. Nelson County Attorney  
Warren Anderson Chairman, Board of County Commissioners

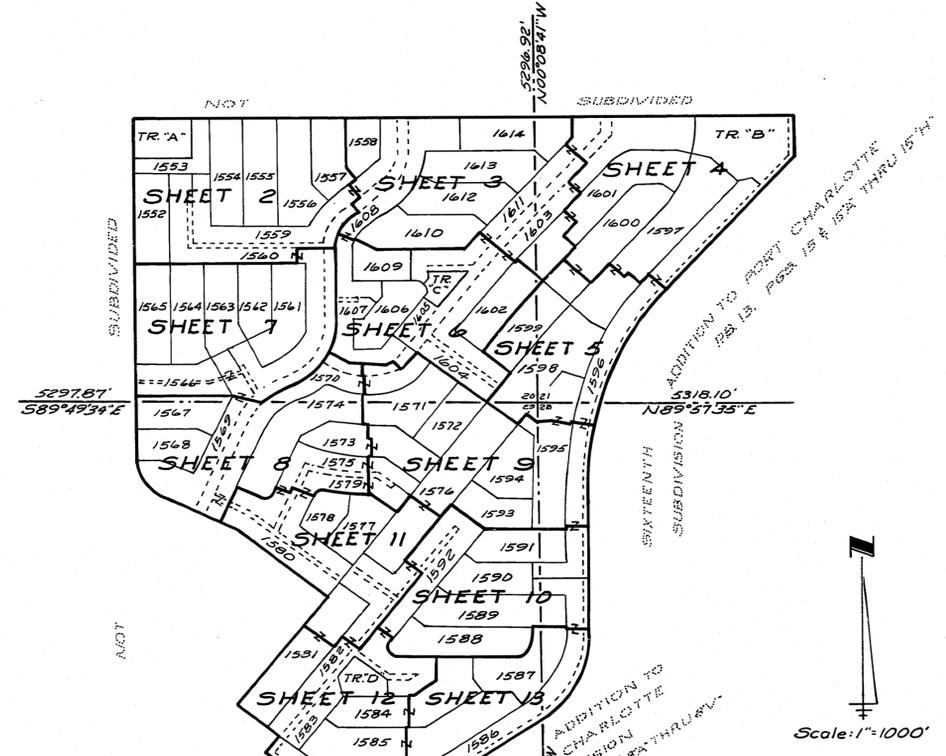
**CERTIFICATE OF APPROVAL OF COUNTY CLERK**

STATE OF FLORIDA ss I, W. A. Wynne, County Clerk of Sarasota County, Florida, hereby certify COUNTY OF SARASOTA 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 15 at Pages 16 through 18, Public Records of Sarasota County Florida this 6 day of July AD 1961.

W. A. Wynne County Clerk  
 W. A. Wynne, Clerk  
 Sarasota County, Florida  
 By Joseph B. Williams Deputy Clerk

**ENGINEERS' NOTE**

©—Indicates Permanent Reference Monuments.  
 Dimensions on corner lots are to intersection of block lines extended unless otherwise indicated.  
 All radii are 25 feet unless otherwise indicated.  
 Basis of bearing system is assumed for computation purposes.



**LOCATION AND KEY MAP**  
 SECTIONS 20, 21, 28, & 29 T.39S, R.22E.  
 SARASOTA COUNTY, FLORIDA

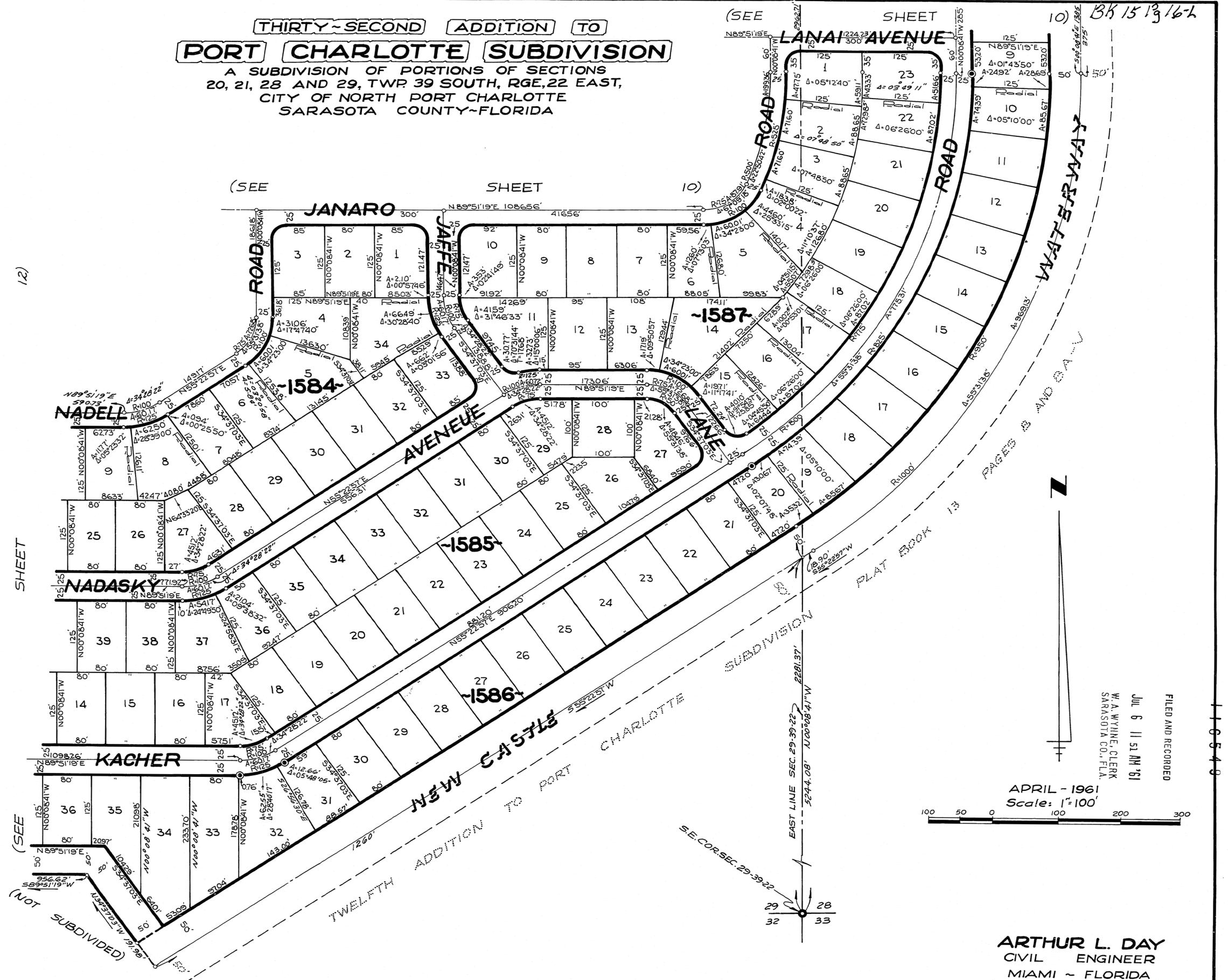
DRAWN BY- R.C.G. & S.P.  
 CHECKED BY- JB  
 APPROVED BY- CGH

APRIL - 1961  
**ARTHUR L. DAY**  
 CIVIL ENGINEER  
 MIAMI - FLORIDA

SHEET 1 OF 13 SHEETS  
 1541 TOTAL LOTS

THIRTY-SECOND ADDITION TO  
**PORT CHARLOTTE SUBDIVISION**

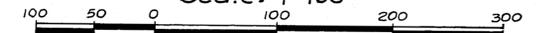
A SUBDIVISION OF PORTIONS OF SECTIONS  
20, 21, 28 AND 29, TWP 39 SOUTH, RGE. 22 EAST,  
CITY OF NORTH PORT CHARLOTTE  
SARASOTA COUNTY-FLORIDA



CALCULATED BY- J.E.C.  
DRAWN BY- G.A.  
CHECKED BY- J.B.  
APPROVED BY- CGH

FILED AND RECORDED  
JUL 6 11 51 AM '81  
W. A. WYHIE, CLERK  
SARASOTA CO., FLA.

APRIL - 1961  
Scale: 1"=100'



**ARTHUR L. DAY**  
CIVIL ENGINEER  
MIAMI - FLORIDA

SHEET 13 OF 13 SHEETS  
96 LOTS THIS SHEET

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**  
**PARCEL IDENTIFICATION NO. 1138158620**

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”), and Karen Kingswell and Kevin Kingswell, wife and husband (“Seller”), whose address is 12731 Persimmon Blvd, West Palm Beach, FL 33411-8977.

In consideration of the mutual covenants contained 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**

The Seller agrees to sell, assign, transfer, and convey to the Buyer, and the Buyer agrees to purchase from the Seller that certain real property (“Property”) consisting of ± 0.241 acres (10,477 square feet) of land, described as:

Lot 20, Block 1586, of the 32<sup>nd</sup> Addition to Port Charlotte Subdivision, a subdivision according to the plat thereof, recorded in Plat Book 15, Pages 16, 16A through 16L, of the Official Records of the Sarasota County Clerk of the Circuit Court,

Sarasota County Property Appraiser PID #1138158620,

together with all of the 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 the 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 the 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 Seller warrants that the Seller is the sole owner of the Property in fee simple and the Seller will convey good, recordable, marketable, insurable title free and clear of all encumbrances to the Buyer at closing. **The Seller agrees to hold harmless, defend, and indemnify the Buyer for any defect or cloud upon the title.** The Seller acknowledges that all warranties found in law are in effect.

B. Title Insurance.

- The Seller agrees to purchase title insurance.
- The Buyer agrees to purchase title insurance.
- The Buyer waives title insurance.

#### 4. PURCHASE PRICE

In consideration of the Seller conveying the Property to the Buyer, the Buyer shall pay to the Seller the sum of TWENTY-FOUR THOUSAND and no/100 dollars (\$24,000.00) ("Purchase Price"), payable at closing.

#### 5. SELLER'S DISCLOSURES

The Seller 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.

#### 6. 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 Buyer will, at the Buyer's expense, obtain a certified survey of the Property from a certified and registered surveyor within the State.
- 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 3 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.

#### **7. 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, sitting as the governing body of the North Port Road and Drainage District ("City Commission") approving this Agreement.

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

## 12. 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.

## 13. 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.

## 14. 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):                    Karen and Kevin Kingswell  
   12731 Persimmon Blvd  
   West Palm Beach, FL 33411

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

## 15. 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.

## 16. 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. The Seller shall not assign this Agreement, or any interest therein or any right or privilege appurtenant thereto or to the Property without first obtaining the Buyer's written consent, which shall not be unreasonably withheld. The Buyer's consent to one assignment by a party other than the 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 the 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**  
**KAREN KINGSWELL**

Rhylee Brown  
Witness No. 1

[Signature]  
Signature

Rhylee Brown  
Printed Name

12731 Persimmon Blvd.  
Address West Palm Beach, FL. 33411

[Signature]  
Witness No. 2

Rhonda Park  
Printed Name

1236 86<sup>th</sup> Rd. N.  
Address WPB, FL. 33412

**ACKNOWLEDGEMENT**

STATE OF Florida

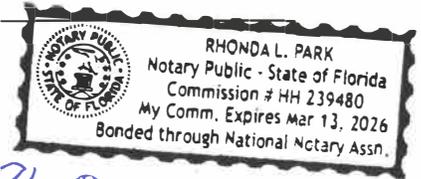
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on April 27<sup>th</sup>, 2025, by KAREN KINGSWELL.

[Signature]  
Notary Public – State of \_\_\_\_\_

Personally Known OR  Produced Identification

Type of Identification Produced Drivers License  
FL → J-255-512-55-876-0  
Notary Public – State of Florida



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

**SELLER**  
**KEVIN KINGSWELL**

Rhylee Brown  
Witness No. 1

[Signature]  
Signature

Rhylee Brown  
Printed Name

12731 Persimmon Blvd West Palm Beach, FL 33411  
Address

[Signature]  
Witness No. 2

Rhonda Park  
Printed Name

12136 86th Rd N.  
Address W.P.B., FL 33412

**ACKNOWLEDGEMENT**

STATE OF Florida

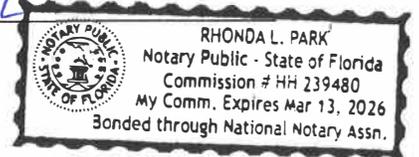
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on April 22<sup>nd</sup>, 2025, by KEVIN KINGSWELL.

[Signature]  
Notary Public – State of FL

Personally Known OR  Produced Identification

Type of Identification Produced FL Drivers License  
K237-638-85-20070  
Notary Public – State of Florida



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, on June 24, 2025.

**BUYER**  
**NORTH PORT ROAD AND DRAINAGE DISTRICT**

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

ATTEST

---

HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY