



# City of North Port

## RESOLUTION NO. 2020-R-06

**A RESOLUTION OF THE CITY OF NORTH PORT, FLORIDA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED ON TALON BAY DRIVE IN NORTH PORT, FLORIDA AND DESCRIBED AS PARCEL IDENTIFICATION NUMBER 0791080007; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, North Port Development Trust owns certain real property in the City of North Port; and

**WHEREAS**, Ariana R. Fileman, as Successor Trustee, has agreed to provide the City of North Port an option to buy the property, and if the City exercises that option, the trustee has agreed to sell the property to the City at an agreed-upon price; and

**WHEREAS**, if the City exercises the option, the trust will pay all outstanding taxes on the property at closing; and

**WHEREAS**, the City Commission recognizes the need for property for a new administrative building for the Public Utilities Department and finds that the property satisfies this need.

**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 hereby ratified and confirmed as being true and correct and are incorporated herein by reference.

### **SECTION 2 – RESOLUTION**

2.01 The City Commission authorizes the City Manager to take the actions as identified herein to acquire an option and to ultimately purchase the real property bearing parcel identification number 0791080007, located on Talon Bay Drive, and legally described as:

Tract J of Talon Bay Unit One, according to the map or plat thereof as recorded in Plat Book 44, Page 18 of the Public Records of Sarasota County.

Relevant portions of the plat are attached hereto as Exhibit 1 to this resolution and incorporated as if set forth herein.

- 2.02 The City Commission approves and authorizes the City Manager to execute the *Option Agreement* attached as Exhibit 2 to this resolution and incorporated as if set forth herein.
- 2.03 The City Commission authorizes the City Manager to use his discretion in determining whether to exercise the option to purchase the property. The City Commission hereby approves and authorizes the City Manager, in his discretion, to execute the *Agreement for Purchase and Sale of Real Property* attached as Exhibit 3 to this resolution and incorporated as if set forth herein. Transfer of ownership from North Port Development Trust to the City of North Port must be made via Trustee's Deed or Special Warranty Deed.
- 2.04 The City Commission hereby authorizes the City Manager or his designee to perform all other actions delegable to him by law that are necessary to negotiate, enter into, and consummate the proposed purchase.

**SECTION 3 – FILING OF DOCUMENTS**

- 3.01 The City Clerk is directed to file a certified copy of this resolution and the executed *Option Agreement* with the Clerk of the Sarasota County Circuit Court to be duly recorded in the official records of the county.
- 3.02 The City Manager is directed to record the fully executed original Trustee's Deed or Special Warranty Deed with the Clerk of Sarasota County Court to be duly recorded in the official records of the county.

**SECTION 4 – CONFLICTS**

- 4.01 In the event of any conflict between the provisions of this resolution and any other resolution or portions thereof, the provisions of this resolution shall prevail to the extent of such conflict.

**SECTION 5 – SEVERABILITY**

- 5.01 If any section, sentence, clause or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

**SECTION 6 – EFFECTIVE DATE**

- 6.01 This resolution shall take effect immediately upon adoption by the City Commission of the City of North Port, Florida.

PASSED AND DULY ADOPTED by the City Commission of the City of North Port, Florida this \_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF NORTH PORT, FLORIDA

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DEBBIE MCDOWELL  
MAYOR

ATTEST

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HEATHER TAYLOR, CMC  
INTERIM CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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AMBER L. SLAYTON  
CITY ATTORNEY

PREPARED BY: VAN BUSKIRK FISH & ASSOCIATES, INC. 12450 TAMiami TRAIL, NORTH PORT, FLORIDA

TALON BAY UNIT ONE

A SUBDIVISION OF A PORTION OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST, IN THE CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

PLAT BOOK 44 PAGE 18 SHEET 1 OF 4 SHEETS

DESCRIPTION OF REAL ESTATE, PARCEL A-1:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 36, BEARING S00°00'00"W, A DISTANCE OF 3961.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36 WITH SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE 1974 ADDITION TO RECORDS OF SAID SARASOTA COUNTY, TRACT 36-29-20, A DISTANCE OF 1514.00 FEET TO THE POINT OF BEGINNING...

DESCRIPTION OF REAL ESTATE, PARCEL B:

A PORTION OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 36, BEARING S00°00'00"W, A DISTANCE OF 3961.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36 WITH SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE 1974 ADDITION TO RECORDS OF SAID SARASOTA COUNTY, TRACT 36-29-20, A DISTANCE OF 1514.00 FEET TO THE POINT OF BEGINNING...

NOTICE:

THIS PLAN IS SUBMITTED TO THE OFFICIAL DEPARTMENT OF THE REGISTERED LAND DEPARTMENT HEREIN AND WILL BE ON RECORDS IN THE CITY OF NORTH PORT, FLORIDA, ON THE DATE OF THE CITY ATTORNEY'S APPROVAL...

I, the undersigned, as City Attorney, for the City of North Port, Florida, certify that I have examined and approved this Plan, this 22nd day of April, 2020.

CITY ATTORNEY, CITY OF NORTH PORT, FLORIDA

CERTIFICATE OF DEDICATION, TALON BAY UNIT ONE

KNOW ALL MEN BY THESE PRESENTS, THAT PETER E. SUPPLY, as Manager of TALON BAY (a member and JAMES E. MOORE, III, individually and as trustee of the authority of Development Trust, (The Developer) do hereby certify...

- 1. TRACT "A" for Roadway, Ingress and Egress, Storm water Drainage, Utilities and Sewerage;
2. TRACTS "B-1", "B-2", "C-1", "C-2", "C-3", "C-4", "C-5" for drainage and storm water management;
3. TRACT "D" for use by the Association;
4. A 5' wide drainage and utility easement along side lot lines except where more than one lot or portions of more than one lot are used as a building site the outside boundary of same building site shall carry the side lot line easements;
5. A 10 foot wide utility easement along and adjacent to Tracts "A" and "B-1" over, under and across all of the lots & tracts in the subdivision;
6. A 10' wide landscape and drainage easement along and adjacent to Tracts "B-1", "B-2" and "C-1";
7. Together with and Subject to all other easements as shown by dashed lines on the Plat for the purposes stated therein;
8. The Developer also, do hereby dedicate to the City of North Port, Florida all of Tract "A-1" for a public roadway, drainage and utilities.

IN WITNESS WHEREOF, the undersigned have set their hand and seal and caused these presents to be executed by the persons named herein, this 22nd day of April, 2020.

Signed, sealed and delivered in the presence of: Witnesses: Margaret M. Moore, Peter E. Supply, James E. Moore, III, individually and as trustee of Development Trust, James E. Moore, III, individually and as trustee of Development Trust, Peter E. Supply, as its Manager.

STATE OF FLORIDA, COUNTY OF SARASOTA. The foregoing instrument was acknowledged before me this 22nd day of April, 2020, by JAMES E. MOORE, III, individually and as trustee of Development Trust, who is personally known to me.

Notary Public, State of Florida. My Commission Expires 01/24/21, 2020.

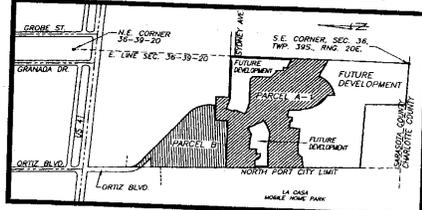
STATE OF FLORIDA, COUNTY OF SARASOTA. The foregoing instrument was acknowledged before me this 22nd day of April, 2020, by JAMES E. MOORE, III, individually and as trustee of Development Trust, who is personally known to me.

Notary Public, State of Florida. My Commission Expires 11-20-26.

CERTIFICATE OF APPROVAL OF SURVEYOR REVIEWING

PLAT FOR THE CITY OF NORTH PORT, FLORIDA. I hereby certify that I have reviewed this plat and in my opinion it conforms with the requirements of Chapter 177, Part I, Florida Statutes.

Date: 4/16/20. Signature: G. E. K. K. K. Registration No. 426341.



CERTIFICATE OF APPROVAL OF THE CITY OF NORTH PORT PLANNING AND ZONING ADVISORY BOARD

IT IS HEREBY CERTIFIED that this plat has been officially approved for record this 22nd day of April, 2020.

CITY OF NORTH PORT PLANNING AND ZONING ADVISORY BOARD

CERTIFICATE OF APPROVAL OF CITY COMMISSION

IT IS HEREBY CERTIFIED that this plat of Talon Bay Unit One contained within this plat has been approved by the City Commission of the City of North Port, Florida.

Attest: Notary Public, State of Florida. My Commission Expires 01/24/21, 2020.

CERTIFICATE OF RECORDING BY THE CLERK OF CIRCUIT COURT

I, Karen E. Rushing, Clerk of Circuit Court of Sarasota County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats, and that this plat has been filed for record in Plat Book 44, Page 18, Public Records of Sarasota County, Florida, this 22nd day of April, 2020.

CERTIFICATE OF APPROVAL OF CITY ENGINEER

I hereby certify that I have reviewed this plat and in my opinion it conforms with Chapter 37, Subdivision Regulations of the City of North Port's Unified Land Development Code, Ordinance No. 20-08-20.

Date: 4/16/20. Signature: G. E. K. K. K. Registration No. 336972.

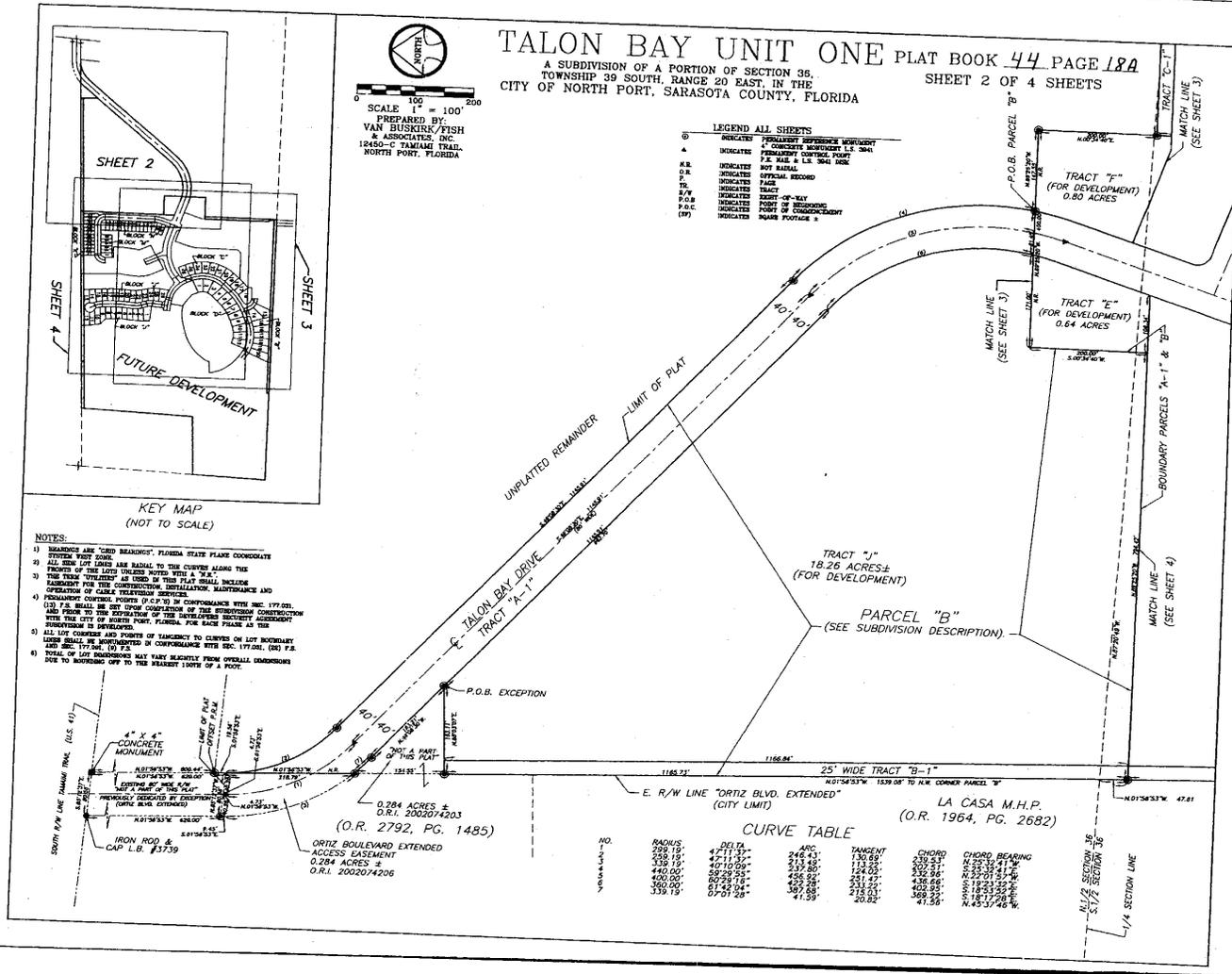
SURVEYORS CERTIFICATE

I, the undersigned Registered Professional Surveyor and Mapper, hereby certify that this plat was prepared under my direction and supervision and that to the best of my knowledge and belief this Plat complies with the survey requirements of Chapter 177, Part I, Florida Statutes and the City of North Port, Unified Land Development Code, Subdivision Regulations. Permanent Reference Monument (P.R.M.) were set on 4-22-20.

Date of Plat: 10-7-2002. Signature: Alan E. Fish. Registered Professional Surveyor & Mapper, Florida Certificate No. 3091.

Van Buskirk Fish & Associates, Inc., L.L.C. #3736, 12450 Tamiami Trail, North Port, FL 34687 (941.428.0681)









## EXHIBIT 2 to Resolution No. 2020-R-06

### OPTION AGREEMENT

THIS OPTION AGREEMENT ("Option Agreement") is made and entered into by and between Ariana R. Fileman, as Successor Trustee of the North Port Development Trust, under Trust Agreement dated July 11, 1997 ("Grantor"), and the City of North Port, a political subdivision of the State of Florida ("Grantee").

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

1. Effective Date. This Option Agreement shall become effective on the date the last party signs it. This Option Agreement shall be signed by the parties on or before February 26, 2020. Notwithstanding the foregoing, Grantor may withdraw this Option Agreement at any time prior to the Effective Date.
2. Grant of Option. Subject to the terms and provisions of this Option Agreement, Grantor hereby grants to Grantee an exclusive and irrevocable option ("Option") to purchase the real property containing approximately ±18.26 acres of land (the "Property") described as:

Tract J of Talon Bay Unit One, according to the map or plat thereof as recorded in Plat Book 44, Page 18 of the Public Records of Sarasota County

Sarasota County Property Appraiser PID # 0791080007

The Option shall expire at 5:00 p.m. on June 15, 2020 ("Option Expiration Date"). The period commencing on the Effective Date and ending on the Option Expiration Date is referred to herein as the "Option Term."

3. Exercise of Option. Grantee may exercise the Option upon written notice to Grantor delivered on or prior to the expiration of the Option. If Grantee exercises the Option, Grantor shall execute the attached Purchase and Sale Agreement attached hereto as Exhibit "A" within 10 business days of receiving notice of the exercised Option and shall transmit the executed original to Grantor by hand delivery or an express day delivery service. Grantor shall then execute the document and forward a certified copy of the fully-executed document to Grantee. The Property shall be sold subject to the encumbrances set forth in the Permitted Exceptions in Exhibit "A" of said Purchase and Sale Agreement.
4. Purchase Price. The purchase price ("Option Purchase Price") for the Option shall be Ten Thousand and no/100 dollars (\$10,000.00), to be delivered to Grantor within 20 days of the signing of this Option Agreement. In the event Grantee exercises the Option, the Option Purchase Price shall be applied to the Purchase Price of the Property at the closing of the property transaction. In the event (a) Grantee does not exercise the Option or (b) Grantee exercises the Option but does not close the transaction due to no fault of the Grantor as seller, the Option Purchase Price shall be

## EXHIBIT 2 to Resolution No. 2020-R-06

forfeited to Grantor upon the Option Expiration Date and this Option Agreement shall be of no further force and effect, and each party shall have no further rights, obligations or liabilities to the other.

5. Right of Entry. During the Option Term, Grantee shall be entitled to enter upon the Property for the purpose of conducting hydraulic tests, soil tests, surface and groundwater sampling, engineering studies, surveys, and other similar studies to assess the suitability of the Property for Grantee's intended purposes. At Grantor's request, Grantee shall at its own expense correct any damages to the Property caused by Grantee's activities. In the event the results of tests performed on the Property are found to be below the standards for Grantee's intended uses, Grantee's Rezoning Application for the Property is denied, or Grantee's Comprehensive Plan Amendment for the Property is denied, then Grantee will not exercise the Option, and the Option Purchase Price shall be forfeited to Grantor upon the expiration of the Option.
6. Indemnification. **Grantee shall indemnify and hold Grantor harmless from and against any and all claims or damage arising out of any act or failure to act of Grantee or its authorized agents as a result of their respective right of entry activities on the Property. This indemnification shall survive the expiration or termination of this Option Agreement.**
7. Rezone. During the Option Term, Grantor agrees to file applications to rezone the Property and to amend the City of North Port Comprehensive Plan to satisfy Grantee's intended uses of the Property. Grantor further agrees to take all steps necessary to pursue said applications, including but not limited to providing documentation and appearing at application meetings and hearings personally or via an authorized agent. Grantee agrees to pay all City application fees on behalf of Grantor for these processes.
8. Clearing of Property. During the Option Term and at any time prior to the Closing Date set forth in the Purchase and Sale Agreement, Grantor shall, at Grantor's sole option, have the right to remove personal items, palm trees, and/or landscaping from the Property. Grantor will need to clear a portion of the Property to remove personal items. Clearing debris will not be removed from the Property. Grantor may add fill dirt to access the Property, if necessary. Under such circumstances, Grantor agrees that the fill dirt will be clean and debris-free, at no expense to Grantee, and a maximum amount of 1000 cubic yards. Grantor's rights herein shall not be unduly restricted or restrained by Grantee and Grantee shall make all effort to facilitate any clearing and fill requirements of Grantor inclusive of rights under existing clearing permit. Grantee shall not hinder the Grantor's removal rights contained herein by requiring any permits or conditions which may normally be required by the City of North Port. This paragraph shall survive the expiration or termination of the Option Agreement.
9. Gopher Tortoises. Grantor acknowledges the existence of gopher tortoises on the Property and agrees not to disturb the gopher tortoises or their burrows during any removal of personal property from the Property. Grantor agrees to remain more than twenty-five feet (25') away from any gopher tortoise or gopher tortoise burrows during removal of personal property from the

## EXHIBIT 2 to Resolution No. 2020-R-06

Property in accordance with State law. Grantee shall provide locates of gopher tortoises situate on the Property by the time the Option is exercised.

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

If to Grantor: Ariana R. Fileman, Successor Trustee  
201 W. Marion Ave., Suite 1208  
Punta Gorda, FL 33950  
E-mail: [afileman@filemanlaw.com](mailto:afileman@filemanlaw.com)

With copy to: Steven F. Barnhardt  
7891 Estates Dr.  
North Port, FL 34291

If to Grantee: City of North Port  
Utilities Director  
6644 W. Price Blvd.  
North Port, FL 34291  
E-mail address: [rnewkirk@cityofnorthport.com](mailto:rnewkirk@cityofnorthport.com)

With copy to: City Attorney  
4970 City Hall Blvd.  
North Port, FL 34286  
E-mail address: [aslayton@cityofnorthport.com](mailto:aslayton@cityofnorthport.com)

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

Grantee shall deliver a fully executed copy of the Option Agreement to Grantor within 5 calendar days of the Effective Date.

10. Governing Law; Venue. This Option Agreement shall be governed by and construed 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. Assignment. The Option evidenced by this Option Agreement may be exercised only by Grantee. This Option Agreement may not be assigned by Grantee without the prior written consent of Grantor, which consent may not be unreasonably withheld. Subject to the terms of the preceding sentence, all terms of this Option Agreement shall be binding upon and shall inure to the benefit

## EXHIBIT 2 to Resolution No. 2020-R-06

of and be enforceable by the parties hereto and their respective legal representative, heirs, successors, and assigns.

12. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Option Agreement may be signed in counterparts.
13. Severability. In the event any provision of this Option 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. Complete Agreement. This Option 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 Option Agreement that are not contained in this document.
15. Amendment. Except as otherwise provided herein, no modifications or amendments to this Option Agreement shall be valid unless in writing and executed by the parties.
16. 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.
17. Exclupatory Clause. It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Successor Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of the said Successor Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Successor Trustee or for the purpose of with the intention of binding the said Successor Trustee personally, but are made and intended for the purpose of binding the Trust assets, and this instrument is executed and delivered by said Successor Trustee not in her own right, but solely in the exercise of the powers conferred upon her as such Successor Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be, asserted or enforceable against the Successor Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Successor Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived.
18. Time of the Essence. Time is of the essence for this Option Agreement.

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

EXHIBIT 2 to Resolution No. 2020-R-06

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

WITNESSES:

GRANTOR

Ariana R. Fileman, as Successor Trustee of the North Port Development Trust under Trust Agreement, dated July 11, 1997

Sign: Charlotte Addison

By: Ariana R. Fileman

Print: Charlotte Addison

Print: Ariana R. Fileman

Title: Successor Trustee

Date: 2/3/2020

Sign: Kim Marie Maugeri

Print: KIM MARIE MAUGERI

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on Feb 3, 2020, by Ariana R. Fileman, who is personally known to me or who produced \_\_\_\_\_ as identification.

Kim Marie Maugeri  
Notary Public



KIM MARIE MAUGERI  
MY COMMISSION # GG 079631  
EXPIRES: March 6, 2021  
Bonded Thru Budget Notary Services

**EXHIBIT 2 to Resolution No. 2020-R-06**

ATTEST

**GRANTEE**

City of North Port, Florida

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

By: \_\_\_\_\_  
Peter D. Lear, CPA, CGMA  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS

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

**EXHIBIT 2 to Resolution No. 2020-R-06**

EXHIBIT A

PURCHASE AND SALE AGREEMENT

## EXHIBIT 2 to Resolution No. 2020-R-06

### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Purchase and Sale Agreement") is entered into by and between Ariana R. Fileman, as Successor Trustee of the North Port Development Trust, under Trust Agreement dated July 11, 1997 ("Seller" or "Trust"), with an address of 201 W. Marion Ave., Suite 1208, Punta Gorda, Florida 33950, and the City of North Port, a political subdivision 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 Purchase and Sale Agreement (the "Effective Date").

In consideration of the mutual covenants and agreements herein set forth, the sufficiency and receipt of which are hereby 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 ±18.26 acres of land, described as:

Tract J of Talon Bay Unit One, according to the map or plat thereof as recorded in Plat Book 44, Page 18 of the Public Records of Sarasota County

Sarasota County Property Appraiser PID # 0791080007,

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,

SUBJECT TO the permitted exceptions set forth in Exhibit "A" attached hereto and incorporated herein ("Permitted Exceptions").

2. Purchase Price. In consideration of the conveyance of ±15.26 undivided acres of the Property to Buyer, Buyer shall pay to Seller the sum of One Million, Two Hundred Thousand and no/100 dollars (\$1,200,000.00) payable to Seller at closing. Seller agrees to donate as a contribution and without payment from the Buyer, the remaining undivided ±3.0 acres of the Property. The conveyance of the ±15.26 undivided acres and ±3.0 acres are contingent on each other and one shall not convey without the other.

If the closing occurs after June 15, 2020, due to no fault of the Seller, the Purchase Price shall increase by Ten Thousand and no/100 Dollars (\$10,000.00) for each month the closing is extended beyond the Closing Date based on the following schedule:

If the closing occurs after June 15, 2020 but before July 15, 2020, due to no fault of the Seller, the Purchase Price shall increase to One Million, Two Hundred Ten Thousand and no/100 Dollars (\$1,210,000.00)

If the closing occurs on or after July 15, 2020 but before August 15, 2020, due to no fault of the Seller, the Purchase Price shall increase to One Million, Two Hundred Twenty Thousand and no/100 Dollars (\$1,220,000.00);

## EXHIBIT 2 to Resolution No. 2020-R-06

If the closing occurs on or after August 15, 2020 but before September 15, 2020, due to no fault of the Seller, the Purchase Price shall increase to One Million, Two Hundred Thirty Thousand and no/100 Dollars (\$1,230,000.00); and

If the closing occurs on or after September 15, 2020 but before October 15, 2020, due to no fault of the Seller, the Purchase Price shall increase to One Million, Two Hundred Forty Thousand and no/100 Dollars (\$1,240,000.00).

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 by Trustee's Deed or Special Warranty Deed. Seller acknowledges that all warranties found in law are in effect. At Closing, Buyer shall obtain from a title company a policy of title insurance (the "Title Policy") with liability in the full amount of the Purchase Price insuring fee simple title to the Property in Buyer, together with such endorsements as may be reasonably requested by Buyer. The Title Policy shall provide survey coverage. The cost of the Title Policy, including all endorsements, shall be paid by Buyer.

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 Trustee's Deed or Special 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 and in no event later than June 15, 2020 ("Closing Date"), 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. Purchaser shall have the option to extend the Closing Date to a date no later than October 15, 2020, by delivering to Seller at least three (3) business days in advance of the Closing Date of written notice of the extended closing date.

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 to store, generate, transport, use, handle, treat, dispose, or release toxic or other hazardous materials. This warranty shall survive the closing solely as to matters directly attributable to the actions of Seller and shall continue for a period of one year after closing. 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. Clearing of Property. Prior to the Closing Date set forth herein, Seller shall, at Seller's sole option, have the right to remove personal items, palm trees, and/or landscaping from the Property. Seller will need to clear a portion of the Property to remove personal items. Clearing debris will not be removed

AZF

## EXHIBIT 2 to Resolution No. 2020-R-06

from the Property. Seller may add fill dirt to access the Property, if necessary. Under such circumstances, Seller agrees that the fill dirt will be clean and debris-free, at no expense to Buyer, and a maximum amount of 1000 cubic yards. Seller's rights herein shall not be unduly restricted or restrained by Buyer and Buyer shall make all effort to facilitate any clearing and fill requirements of Seller inclusive of rights under existing clearing permit. Buyer shall not hinder the Seller's removal rights contained herein by requiring any permits or conditions which may normally be required by the City of North Port.

9. 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.

10. 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.

11. Governing Law; Venue. This Purchase and Sale 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.

12. Complete Agreement. This Purchase and Sale 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.

13. 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.

14. 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.

15. Assignment. Seller shall not assign this Purchase and Sale 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.

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## EXHIBIT 2 to Resolution No. 2020-R-06

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

If to Grantor: Ariana R. Fileman, Successor Trustee  
201 W. Marion Ave., Suite 1208  
Punta Gorda, FL 33950

With copy to: Steven F. Barnhardt  
7891 Estates Dr.  
North Port, FL 34291

If to Grantee: City of North Port  
Utilities Director  
6644 W. Price Blvd.  
North Port, FL 34291

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

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

17. 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.

18. 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.

19. Exculpatory Clause. It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Successor Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of the said Successor Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Successor Trustee or for the purpose of with the intention of binding the said Successor Trustee personally, but are made and intended for the purpose of binding the Trust assets, and this instrument is executed and delivered by said Successor Trustee not in her own right, but solely in the exercise of the powers conferred upon her as such Successor Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be, asserted or enforceable against the Successor Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Successor Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived.

20. 1031 Exchange. If Seller desires to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), Buyer shall

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## EXHIBIT 2 to Resolution No. 2020-R-06

cooperate in good faith and in all reasonable respects to effectuate the Exchange, including execution of documents. Seller agrees to indemnify and hold Buyer harmless from any and all expenses, claims, costs, liabilities, or delays in time related to the Exchange.

21. Broker's Commission. Buyer and Seller each represent and warrant to the other that it has not utilized the services of a real estate broker, salesperson, or agent in connection with this transaction.

22. Time of Essence. Time is of the essence in the performance and obligations of Buyer and Seller under this Purchase and Sale Agreement.

23. 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, trust, or any other business or governmental entity for which the person purports to act hereunder.

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

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**EXHIBIT 2 to Resolution No. 2020-R-06**

This Purchase and Sale Agreement has been executed and delivered on the dates set forth below.

**SELLER**

Ariana R. Fileman, as Successor Trustee of the North Port Development Trust under Trust Agreement, dated July 11, 1997

\_\_\_\_\_  
Witness No. 1

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Print: \_\_\_\_\_

\_\_\_\_\_  
Witness No. 2

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2020, by Ariana R. Fileman, as Successor Trustee of the North Port Development Trust under Trust Agreement, dated July 11, 1997.

\_\_\_\_\_  
*Notary Public - State of Florida*

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

*ARF*

**EXHIBIT 2 to Resolution No. 2020-R-06**

**BUYER**

City of North Port, Florida

By: \_\_\_\_\_

Peter D. Lear, CPA, CGMA  
City Manager

ATTEST

Date: \_\_\_\_\_

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

APPROVED AS TO FORM AND CORRECTNESS

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

## EXHIBIT 2 to Resolution No. 2020-R-06

### EXHIBIT "A"

#### PERMITTED EXCEPTIONS

- A. Buyer and Seller acknowledge that Seller is the owner of certain lands lying to the North and East of the Property ("Seller's Land"). Buyer and Seller shall execute and record at Closing of the Property after exercise of the Option, a fifteen foot (15') Drainage and Utility Easement located along the Westerly boundary line of the Property and a twenty-five foot (25') Drainage and Utility Easement located along the Northerly boundary line of the Property in favor of the Seller and which shall be binding upon and run with the Property and Seller's Land (the Easements").

Prior to closing, Buyer shall have a survey of the Property prepared to identify the Easements and provide legal descriptions for the Easements. Seller or Seller's counsel shall draft the Easements to be reviewed and approved by Buyer.

- B. General or special taxes and assessments for the current year and all subsequent years.
- C. Covenants, Conditions and Restrictions affecting the Property and recorded or to be recorded by Seller prior to Closing Date in form attached hereto as Exhibit "B."
- D. Any matter reflected in a commitment to insure title accepted by Grantee.

**EXHIBIT 2 to Resolution No. 2020-R-06**

This instrument prepared by:  
Ariana R. Fileman, Esq.  
Fileman Law Firm, P.A.  
201 W. Marion Ave., Suite 1208  
Punta Gorda, FL 33950

**COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TRACT J OF TALON BAY**

THESE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACT J OF TALON BAY UNIT ONE ("Restrictive Covenants") is made this 21st day of January, 2020, by ARIANA R. FILEMAN, AS SUCCESSOR TRUSTEE OF THE NORTH PORT DEVELOPMENT TRUST UNDER TRUST AGREEMENT DATED JULY 11, 1997, hereinafter called the Grantor.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of the following real property located in Sarasota County, Florida, to-wit:

Tract J of Talon Bay Unit One, according to the map or plat thereof as recorded in Plat Book 44, Page 18, of the Public Records of Sarasota County, Florida (hereinafter, the "Land");

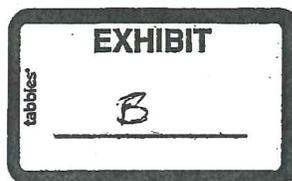
WHEREAS, the Land is bordered on its Easterly boundary by Talon Bay Drive, a roadway identified in the Plat of Talon Bay Unit One recorded in Plat Book 44, Page 18, of the Public Records of Sarasota County, Florida (hereinafter, "Talon Bay Drive"), which is used or shall be used by the Land for ingress and egress purposes;

WHEREAS, Grantor is the fee simple owner of property to the East and Northeast of the Land and Talon Bay Drive located in Sarasota County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

(hereafter, the "Benefitted Property") which uses or shall use Talon Bay Drive for ingress and egress purposes.

WHEREAS, Grantor desires to impose certain covenants, conditions and restrictions on the development and use of the Land, as specifically set forth herein, for the purpose of limiting



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## EXHIBIT 2 to Resolution No. 2020-R-06

access and use of Talon Bay Drive by third parties who do not border or have direct access to Talon Bay Drive which shall in turn benefit the Land and Benefitted Property.

NOW THEREFORE, Grantor declares that the Land is and shall be held, transferred and sold, conveyed and occupied subject to the covenants, conditions and restrictions hereafter set forth, specifying that these Restrictive Covenants shall constitute a covenant running with the Land and be binding on all parties having any right, title or interest in the Land or any part thereof, their heirs, successors and assigns.

1. Streets, Roads and Vehicular Access. No streets, roads, throughways, parking lots, driveways, or vehicular access or passageways shall be created on the Land which would grant or permit access to any neighboring property owner(s) located to the West or North of the Land which would permit any such neighboring property owner(s) access and use of Talon Bay Drive. Streets, roads, throughways, cut-throughs and parking lots are strictly prohibited on or along the Western boundary of the Land. This restriction shall not prevent or prohibit the owner of the Land from creating streets, roads, throughways, parking lots, driveways or vehicular access and passageways on, over and across the Land for the exclusive use by the owner of the Land, and their employees, tenants, customers, and invitees.
2. Approval of Plans and Specifications of Streets, Roads and Vehicular Access. In order to insure that these restrictions are preserved and prior to construction, development or redevelopment on the Land, a set of the development plans, working drawings and specifications showing all proposed streets, roads, throughways, parking lots, driveways and vehicular access and passageways, or any modifications thereof, shall be submitted to Grantor and approved in writing by the Grantor as meeting the requirements of these restrictions. Grantor's written approval shall not be unreasonably withheld or delayed.  
  
The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Grantor from enforcing these restrictions.
3. Waiver of Restrictions. The failure of the Grantor to enforce any restrictions, covenant, condition, obligation, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.
4. Remedies for Violations. Violation or breach of any restriction or covenant herein contained by any person or concern claiming under the Grantor, or by virtue of any judicial proceeding, shall give the Grantor, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these Restrictive Covenants and to prevent the violation or breach of any of them.

The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

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**EXHIBIT 2 to Resolution No. 2020-R-06**

5. Covenants Running with the Land. All provisions contained herein shall be construed to be covenants running with the lands and every owner and claimant of the lands or any part thereof or interest therein, and his or her heirs, executors, administrators, successors and assigns, shall be bound by all of the provision of these Restrictive Covenants.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name this 21st day of January, 2020.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
1<sup>st</sup> Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
ARIANA R. FILEMAN, as Successor Trustee of the  
North Port Development Trust under Trust  
Agreement dated July 11, 1997

\_\_\_\_\_  
2<sup>nd</sup> Witness  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 21st day of January, 2020, by Ariana R. Fileman, as Successor Trustee of the North Port Development Trust under Trust Agreement dated July 11, 1997, who is personally known to me [ ] or who has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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Parcel 1

Begin at a point on the East boundary of Section 36, Township 39 South, Range 20 East, Sarasota County, Florida, which is 830.34 feet North from the Southeast corner of said Section 36; thence North 88°12'50" West, parallel with the South boundary of said Section 36, 1,803.18 feet; thence North 02°47'49" West, 3,401.78 feet (North 02°43'33" West, 3,404.69 feet record); thence South 86°02'15" East (South 86°01'33" East record) 400.00 feet; thence North 02°47'49" West (North 02°43'33" West record) 600.00 feet to the South Right-of-Way of State Road No. 45, whose width is 200 feet; thence South 86°02'15" East (South 86°01'33" East record) along said Right-of-Way 1,318.56 feet; thence South 00°15'29" East (South 00°11'16" East record) 620.00 feet; thence South 86°02'15" East (South 86°01'33" East record) 266.14 feet to the intersection with the East boundary of said Section 36; thence South 00°15'29" East along said East boundary 3,296.09 feet (South 00°11'16" East 3,298.84 feet record) to the Point of Beginning.

AND

Parcel 2

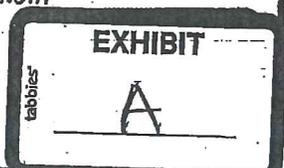
Begin at the Southeast corner of Section 36, Township 39 South, Range 20 East, Sarasota County, Florida; thence North 88°12'50" West along the South boundary of said Section 36, 1,766.29 feet; thence North 02°47'49" West 832.47 feet (North 02°43'33" West 832.43 feet record); thence South 88°12'50" East parallel with the South boundary of said Section 36, 1,803.18 feet to the intersection with the East boundary of said Section 36; thence South 00°15'29" East (South 00°11'16" East record) along said East boundary of Section 36, 830.34 feet to the Point of Beginning.

LESS AND EXCEPT

*A PORTION OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 36, BEARING S.00°34'40"W., A DISTANCE OF 2695.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36, WITH SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE 13TH ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 12A THROUGH 12F, PUBLIC RECORDS OF SAID SARASOTA COUNTY, THENCE N.89°25'20"W., A DISTANCE OF 689.72 FEET; THENCE N.00°34'40"E., A DISTANCE OF 200.00 FEET; THENCE N.89°25'20"W., A DISTANCE OF 147.55 FEET, TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 59°29'55", A CHORD BEARING OF N 19°23'32"W. AND A CHORD LENGTH OF 436.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 456.92 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.49°08'30"W., A DISTANCE OF 962.70 FEET; THENCE S.40°51'30"W., A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF PARCEL B-1; THENCE S.88°03'07"W., A DISTANCE OF 163.11 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ORTIZ BLVD., EXTENDED SOUTH, FROM WARM MINERAL SPRINGS UNIT 78, PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 7, PUBLIC RECORDS OF SAID SARASOTA COUNTY, THENCE N.01°56'53"W, ALONG SAID SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SAID ORTIZ BLVD, EXTENDED, A DISTANCE OF 154.55 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 339.19 FEET, A CENTRAL ANGLE OF 07°01'28", A CHORD BEARING OF S 45°37'46"E AND A CHORD LENGTH OF 41.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 41.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE S 49°08'30"E, A DISTANCE OF 183.21 FEET TO THE POINT OF BEGINNING*

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AND LESS AND EXCEPT

A PORTION OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 36, BEARING S.00°34'40"W., A DISTANCE OF 2895.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36, WITH SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE 13TH ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 12 AND 12A THROUGH 12F, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE S.00°34'40"W., ALONG THE EAST LINE OF SAID SECTION 36 AND THE WEST LINE OF SAID 13TH ADDITION; A DISTANCE OF 2738.34 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 36 AND THE SOUTHWEST CORNER OF SAID 13TH ADDITION; THENCE N.07°21'30"W., ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 693.91 FEET; THENCE N.01°56'53"W., A DISTANCE OF 612.99 FEET; THENCE N.07°21'30"W., A DISTANCE OF 1075.48 FEET, TO THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ORTIZ BLVD. AS PLATTED IN WARM MINERAL SPRINGS UNIT 78, PER PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE 7, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE N.01°56'53"W., ALONG THE SOUTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2062.30 FEET; THENCE S.89°25'20"E., A DISTANCE OF 794.42 FEET; THENCE N.00°34'40"E., A DISTANCE OF 200.00 FEET; THENCE S.89°25'20"E., A DISTANCE OF 400.00 FEET; THENCE S.00°34'40"W., A DISTANCE OF 200.00 FEET; THENCE S.89°25'20"E., A DISTANCE OF 689.72 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT

DESCRIPTION OF REAL ESTATE TRACT "A-1" TALON BAY DRIVE RIGHT-OF-WAY IN PARCEL "B" OF TALON BAY UNIT ONE:

A PORTION OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 36, BEARING S.00°34'40"W., A DISTANCE OF 2695.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36, WITH SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE 13TH ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 12 AND 12A THROUGH 12F, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE N.89°25'20"W., A DISTANCE OF 689.72 FEET; THENCE N.00°34'40"E., A DISTANCE OF 200.00 FEET; THENCE N.89°25'20"W., A DISTANCE OF 147.55 FEET TO THE POINT OF BEGINNING; THENCE N.89°25'20"W., A DISTANCE OF 81.45 FEET; TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 61°42'04", A CHORD BEARING OF N.18°17'28"W. AND A CHORD LENGTH OF 369.22 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 387.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.49°08'30"W., A DISTANCE OF 1145.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 339.19 FEET, A CENTRAL ANGLE OF 07°01'28", A CHORD BEARING OF N.45°37'46"W. AND A CHORD LENGTH OF 41.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 41.59 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ORTIZ BLVD., AS PLATTED IN WARM MINERAL SPRINGS UNIT 78, PER PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 7, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE N.01°56'53"W., ALONG SAID SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SAID ORTIZ BLVD. EXTENDED, A DISTANCE OF 218.79 FEET TO THE SOUTHEAST CORNER OF SAID ORTIZ BLVD., EXTENDED SOUTH FROM SAID WARM MINERAL SPRINGS UNIT 78 AND TO A POINT OF CUSP OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 259.19 FEET, A CENTRAL ANGLE OF 47°11'37", A CHORD BEARING OF S.25°32'41"E. AND A CHORD LENGTH OF 207.51 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 213.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.49°08'30"E., A DISTANCE OF 1145.91 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 59°29'55", A CHORD BEARING OF S.19°23'32"E. AND A CHORD LENGTH OF 436.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 456.92 FEET TO THE POINT OF BEGINNING.

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EXHIBIT 2 to Resolution No. 2020-R-06

AND LESS AND EXCEPT

A Portion of Section 36, Township 39 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

Beginning at the Point of Intersection of the South right-of-way line of the Tamiami Trail (US Highway #41), with the East right-of-way line of Ortiz Blvd., extended South from Warm Mineral Springs Unit No 78, per plat thereof recorded in plat Book 9, Page 78, Public Records of said Sarasota County; thence South  $85^{\circ}12'37''$  East, "Grid Bearing" along the South right-of-way line of said Tamiami Trail, a distance of 123.44 feet, to a found FDOT iron rod right-of-way marker; thence South  $85^{\circ}16'42''$  East, along said South right-of-way line to a distance of 401.56 feet to a point bearing North  $85^{\circ}16'42''$  West, a distance of 599.69 feet from a found FDOT iron rod right-of-way marker; thence South  $04^{\circ}43'18''$  West, a distance of 334.81 feet; thence North  $85^{\circ}16'42''$  West, a distance of 485.83 feet to a point on aforesaid East right-of-way of Ortiz Blvd. Extended; thence North  $01^{\circ}56'53''$  West along the East right-of-way line of Ortiz Blvd., a distance of 337.24 feet to the Point of Beginning.

AND LESS AND EXCEPT

Tract J of Talon Bay Unit One, according to the map or plat thereof as recorded in Plat Book 44, Page 18, of the Public Records of Sarasota County, Florida

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## EXHIBIT 3 to Resolution No. 2020-R-06

### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Purchase and Sale Agreement") is entered into by and between Ariana R. Fileman, as Successor Trustee of the North Port Development Trust, under Trust Agreement dated July 11, 1997 ("Seller" or "Trust"), with an address of 201 W. Marion Ave., Suite 1208, Punta Gorda, Florida 33950, and the City of North Port, a political subdivision 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 Purchase and Sale Agreement (the "Effective Date").

In consideration of the mutual covenants and agreements herein set forth, the sufficiency and receipt of which are hereby 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 ±18.26 acres of land, described as:

Tract J of Talon Bay Unit One, according to the map or plat thereof as recorded in Plat Book 44, Page 18 of the Public Records of Sarasota County

Sarasota County Property Appraiser PID # 0791080007,

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,

SUBJECT TO the permitted exceptions set forth in Exhibit "A" attached hereto and incorporated herein ("Permitted Exceptions").

2. Purchase Price. In consideration of the conveyance of ±15.26 undivided acres of the Property to Buyer, Buyer shall pay to Seller the sum of One Million, Two Hundred Thousand and no/100 dollars (\$1,200,000.00) payable to Seller at closing. Seller agrees to donate as a contribution and without payment from the Buyer, the remaining undivided ±3.0 acres of the Property. The conveyance of the ±15.26 undivided acres and ±3.0 acres are contingent on each other and one shall not convey without the other.

If the closing occurs after June 15, 2020, due to no fault of the Seller, the Purchase Price shall increase by Ten Thousand and no/100 Dollars (\$10,000.00) for each month the closing is extended beyond the Closing Date based on the following schedule:

If the closing occurs after June 15, 2020 but before July 15, 2020, due to no fault of the Seller, the Purchase Price shall increase to One Million, Two Hundred Ten Thousand and no/100 Dollars (\$1,210,000.00)

If the closing occurs on or after July 15, 2020 but before August 15, 2020, due to no fault of the Seller, the Purchase Price shall increase to One Million, Two Hundred Twenty Thousand and no/100 Dollars (\$1,220,000.00);

### EXHIBIT 3 to Resolution No. 2020-R-06

If the closing occurs on or after August 15, 2020 but before September 15, 2020, due to no fault of the Seller, the Purchase Price shall increase to One Million, Two Hundred Thirty Thousand and no/100 Dollars (\$1,230,000.00); and

If the closing occurs on or after September 15, 2020 but before October 15, 2020, due to no fault of the Seller, the Purchase Price shall increase to One Million, Two Hundred Forty Thousand and no/100 Dollars (\$1,240,000.00).

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 by Trustee's Deed or Special Warranty Deed. Seller acknowledges that all warranties found in law are in effect. At Closing, Buyer shall obtain from a title company a policy of title insurance (the "Title Policy") with liability in the full amount of the Purchase Price insuring fee simple title to the Property in Buyer, together with such endorsements as may be reasonably requested by Buyer. The Title Policy shall provide survey coverage. The cost of the Title Policy, including all endorsements, shall be paid by Buyer.

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 Trustee's Deed or Special 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 and in no event later than June 15, 2020 ("Closing Date"), 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. Purchaser shall have the option to extend the Closing Date to a date no later than October 15, 2020, by delivering to Seller at least three (3) business days in advance of the Closing Date of written notice of the extended closing date.

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 to store, generate, transport, use, handle, treat, dispose, or release toxic or other hazardous materials. This warranty shall survive the closing solely as to matters directly attributable to the actions of Seller and shall continue for a period of one year after closing. 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. Clearing of Property. Prior to the Closing Date set forth herein, Seller shall, at Seller's sole option, have the right to remove personal items, palm trees, and/or landscaping from the Property. Seller will need to clear a portion of the Property to remove personal items. Clearing debris will not be removed

### EXHIBIT 3 to Resolution No. 2020-R-06

from the Property. Seller may add fill dirt to access the Property, if necessary. Under such circumstances, Seller agrees that the fill dirt will be clean and debris-free, at no expense to Buyer, and a maximum amount of 1000 cubic yards. Seller's rights herein shall not be unduly restricted or restrained by Buyer and Buyer shall make all effort to facilitate any clearing and fill requirements of Seller inclusive of rights under existing clearing permit. Buyer shall not hinder the Seller's removal rights contained herein by requiring any permits or conditions which may normally be required by the City of North Port.

9. 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.

10. 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.

11. Governing Law; Venue. This Purchase and Sale 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.

12. Complete Agreement. This Purchase and Sale 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.

13. 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.

14. 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.

15. Assignment. Seller shall not assign this Purchase and Sale 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.

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### EXHIBIT 3 to Resolution No. 2020-R-06

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

If to Grantor: Ariana R. Fileman, Successor Trustee  
201 W. Marion Ave., Suite 1208  
Punta Gorda, FL 33950

With copy to: Steven F. Barnhardt  
7891 Estates Dr.  
North Port, FL 34291

If to Grantee: City of North Port  
Utilities Director  
6644 W. Price Blvd.  
North Port, FL 34291

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

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

17. 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.

18. 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.

19. Exculpatory Clause. It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Successor Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of the said Successor Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Successor Trustee or for the purpose of with the intention of binding the said Successor Trustee personally, but are made and intended for the purpose of binding the Trust assets, and this instrument is executed and delivered by said Successor Trustee not in her own right, but solely in the exercise of the powers conferred upon her as such Successor Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be, asserted or enforceable against the Successor Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Successor Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived.

20. 1031 Exchange. If Seller desires to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), Buyer shall

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### EXHIBIT 3 to Resolution No. 2020-R-06

cooperate in good faith and in all reasonable respects to effectuate the Exchange, including execution of documents. Seller agrees to indemnify and hold Buyer harmless from any and all expenses, claims, costs, liabilities, or delays in time related to the Exchange.

21. Broker's Commission. Buyer and Seller each represent and warrant to the other that it has not utilized the services of a real estate broker, salesperson, or agent in connection with this transaction.

22. Time of Essence. Time is of the essence in the performance and obligations of Buyer and Seller under this Purchase and Sale Agreement.

23. 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, trust, or any other business or governmental entity for which the person purports to act hereunder.

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

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**EXHIBIT 3 to Resolution No. 2020-R-06**

This Purchase and Sale Agreement has been executed and delivered on the dates set forth below.

**SELLER**

Ariana R. Fileman, as Successor Trustee of the North Port Development Trust under Trust Agreement, dated July 11, 1997

\_\_\_\_\_  
Witness No. 1

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Print: \_\_\_\_\_

\_\_\_\_\_  
Witness No. 2

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2020, by Ariana R. Fileman, as Successor Trustee of the North Port Development Trust under Trust Agreement, dated July 11, 1997.

\_\_\_\_\_  
*Notary Public - State of Florida*

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

*ARF*

**EXHIBIT 3 to Resolution No. 2020-R-06**

**BUYER**

City of North Port, Florida

By: \_\_\_\_\_

Peter D. Lear, CPA, CGMA  
City Manager

ATTEST

Date: \_\_\_\_\_

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

APPROVED AS TO FORM AND CORRECTNESS

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

## EXHIBIT 3 to Resolution No. 2020-R-06

### EXHIBIT "A"

#### PERMITTED EXCEPTIONS

- A. Buyer and Seller acknowledge that Seller is the owner of certain lands lying to the North and East of the Property ("Seller's Land"). Buyer and Seller shall execute and record at Closing of the Property after exercise of the Option, a fifteen foot (15') Drainage and Utility Easement located along the Westerly boundary line of the Property and a twenty-five foot (25') Drainage and Utility Easement located along the Northerly boundary line of the Property in favor of the Seller and which shall be binding upon and run with the Property and Seller's Land (the Easements").

Prior to closing, Buyer shall have a survey of the Property prepared to identify the Easements and provide legal descriptions for the Easements. Seller or Seller's counsel shall draft the Easements to be reviewed and approved by Buyer.

- B. General or special taxes and assessments for the current year and all subsequent years.
- C. Covenants, Conditions and Restrictions affecting the Property and recorded or to be recorded by Seller prior to Closing Date in form attached hereto as Exhibit "B."
- D. Any matter reflected in a commitment to insure title accepted by Grantee.

**EXHIBIT 3 to Resolution No. 2020-R-06**

This instrument prepared by:  
Ariana R. Fileman, Esq.  
Fileman Law Firm, P.A.  
201 W. Marion Ave., Suite 1208  
Punta Gorda, FL 33950

**COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TRACT J OF TALON BAY**

THESE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACT J OF TALON BAY UNIT ONE ("Restrictive Covenants") is made this 21st day of January, 2020, by ARIANA R. FILEMAN, AS SUCCESSOR TRUSTEE OF THE NORTH PORT DEVELOPMENT TRUST UNDER TRUST AGREEMENT DATED JULY 11, 1997, hereinafter called the Grantor.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of the following real property located in Sarasota County, Florida, to-wit:

Tract J of Talon Bay Unit One, according to the map or plat thereof as recorded in Plat Book 44, Page 18, of the Public Records of Sarasota County, Florida (hereinafter, the "Land");

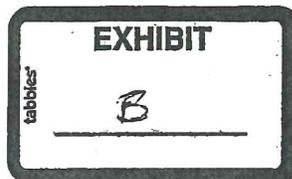
WHEREAS, the Land is bordered on its Easterly boundary by Talon Bay Drive, a roadway identified in the Plat of Talon Bay Unit One recorded in Plat Book 44, Page 18, of the Public Records of Sarasota County, Florida (hereinafter, "Talon Bay Drive"), which is used or shall be used by the Land for ingress and egress purposes;

WHEREAS, Grantor is the fee simple owner of property to the East and Northeast of the Land and Talon Bay Drive located in Sarasota County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

(hereafter, the "Benefitted Property") which uses or shall use Talon Bay Drive for ingress and egress purposes.

WHEREAS, Grantor desires to impose certain covenants, conditions and restrictions on the development and use of the Land, as specifically set forth herein, for the purpose of limiting



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### EXHIBIT 3 to Resolution No. 2020-R-06

access and use of Talon Bay Drive by third parties who do not border or have direct access to Talon Bay Drive which shall in turn benefit the Land and Benefitted Property.

NOW THEREFORE, Grantor declares that the Land is and shall be held, transferred and sold, conveyed and occupied subject to the covenants, conditions and restrictions hereafter set forth, specifying that these Restrictive Covenants shall constitute a covenant running with the Land and be binding on all parties having any right, title or interest in the Land or any part thereof, their heirs, successors and assigns.

1. Streets, Roads and Vehicular Access. No streets, roads, throughways, parking lots, driveways, or vehicular access or passageways shall be created on the Land which would grant or permit access to any neighboring property owner(s) located to the West or North of the Land which would permit any such neighboring property owner(s) access and use of Talon Bay Drive. Streets, roads, throughways, cut-throughs and parking lots are strictly prohibited on or along the Western boundary of the Land. This restriction shall not prevent or prohibit the owner of the Land from creating streets, roads, throughways, parking lots, driveways or vehicular access and passageways on, over and across the Land for the exclusive use by the owner of the Land, and their employees, tenants, customers, and invitees.
  
2. Approval of Plans and Specifications of Streets, Roads and Vehicular Access. In order to insure that these restrictions are preserved and prior to construction, development or redevelopment on the Land, a set of the development plans, working drawings and specifications showing all proposed streets, roads, throughways, parking lots, driveways and vehicular access and passageways, or any modifications thereof, shall be submitted to Grantor and approved in writing by the Grantor as meeting the requirements of these restrictions. Grantor's written approval shall not be unreasonably withheld or delayed.  
  
The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Grantor from enforcing these restrictions.
  
3. Waiver of Restrictions. The failure of the Grantor to enforce any restrictions, covenant, condition, obligation, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.
  
4. Remedies for Violations. Violation or breach of any restriction or covenant herein contained by any person or concern claiming under the Grantor, or by virtue of any judicial proceeding, shall give the Grantor, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these Restrictive Covenants and to prevent the violation or breach of any of them.

The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

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**EXHIBIT 3 to Resolution No. 2020-R-06**

5. Covenants Running with the Land. All provisions contained herein shall be construed to be covenants running with the lands and every owner and claimant of the lands or any part thereof or interest therein, and his or her heirs, executors, administrators, successors and assigns, shall be bound by all of the provision of these Restrictive Covenants.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name this 21st day of January, 2020.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
1<sup>st</sup> Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
ARIANA R. FILEMAN, as Successor Trustee of the  
North Port Development Trust under Trust  
Agreement dated July 11, 1997

\_\_\_\_\_  
2<sup>nd</sup> Witness  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 21st day of January, 2020, by Ariana R. Fileman, as Successor Trustee of the North Port Development Trust under Trust Agreement dated July 11, 1997, who is personally known to me [ ] or who has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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Parcel 1

Begin at a point on the East boundary of Section 36, Township 39 South, Range 20 East, Sarasota County, Florida, which is 830.34 feet North from the Southeast corner of said Section 36; thence North 88°12'50" West, parallel with the South boundary of said Section 36, 1,803.18 feet; thence North 02°47'49" West, 3,401.78 feet (North 02°43'33" West, 3,404.69 feet record); thence South 86°02'15" East (South 86°01'33" East record) 400.00 feet; thence North 02°47'49" West (North 02°43'33" West record) 600.00 feet to the South Right-of-Way of State Road No. 45, whose width is 200 feet; thence South 86°02'15" East (South 86°01'33" East record) along said Right-of-Way 1,318.56 feet; thence South 00°15'29" East (South 00°11'16" East record) 620.00 feet; thence South 86°02'15" East (South 86°01'33" East record) 266.14 feet to the intersection with the East boundary of said Section 36; thence South 00°15'29" East along said East boundary 3,296.09 feet (South 00°11'16" East 3,298.84 feet record) to the Point of Beginning.

AND

Parcel 2

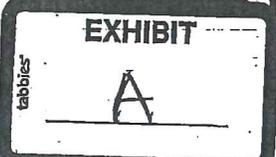
Begin at the Southeast corner of Section 36, Township 39 South, Range 20 East, Sarasota County, Florida; thence North 88°12'50" West along the South boundary of said Section 36, 1,766.29 feet; thence North 02°47'49" West 832.47 feet (North 02°43'33" West 832.43 feet record); thence South 88°12'50" East parallel with the South boundary of said Section 36, 1,803.18 feet to the intersection with the East boundary of said Section 36; thence South 00°15'29" East (South 00°11'16" East record) along said East boundary of Section 36, 830.34 feet to the Point of Beginning.

LESS AND EXCEPT

*A PORTION OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 36, BEARING S.00°34'40"W., A DISTANCE OF 2695.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36, WITH SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE 13TH ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 12A THROUGH 12F, PUBLIC RECORDS OF SAID SARASOTA COUNTY, THENCE N.89°25'20"W., A DISTANCE OF 689.72 FEET; THENCE N.00°34'40"E., A DISTANCE OF 200.00 FEET; THENCE N.89°25'20"W., A DISTANCE OF 147.55 FEET, TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 59°29'55", A CHORD BEARING OF N 19°23'32"W. AND A CHORD LENGTH OF 436.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 456.92 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.49°08'30"W., A DISTANCE OF 962.70 FEET; THENCE S.40°51'30"W., A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF PARCEL B-1; THENCE S.88°03'07"W., A DISTANCE OF 163.11 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ORTIZ BLVD., EXTENDED SOUTH, FROM WARM MINERAL SPRINGS UNIT 78, PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 7, PUBLIC RECORDS OF SAID SARASOTA COUNTY, THENCE N.01°56'53"W, ALONG SAID SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SAID ORTIZ BLVD, EXTENDED, A DISTANCE OF 154.55 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 339.19 FEET, A CENTRAL ANGLE OF 07°01'28", A CHORD BEARING OF S 45°37'46"E AND A CHORD LENGTH OF 41.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 41.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE S 49°08'30"E, A DISTANCE OF 183.21 FEET TO THE POINT OF BEGINNING*

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AND LESS AND EXCEPT

A PORTION OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 36, BEARING S.00°34'40"W., A DISTANCE OF 2895.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36, WITH SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE 13TH ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 12 AND 12A THROUGH 12F, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE S.00°34'40"W., ALONG THE EAST LINE OF SAID SECTION 36 AND THE WEST LINE OF SAID 13TH ADDITION; A DISTANCE OF 2738.34 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 36 AND THE SOUTHWEST CORNER OF SAID 13TH ADDITION; THENCE N.07°21'30"W., ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 693.91 FEET; THENCE N.01°56'53"W., A DISTANCE OF 612.99 FEET; THENCE N.07°21'30"W., A DISTANCE OF 1075.48 FEET, TO THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ORTIZ BLVD., AS PLATTED IN WARM MINERAL SPRINGS UNIT 78, PER PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE 7, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE N.01°56'53"W., ALONG THE SOUTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2062.30 FEET; THENCE S.89°25'20"E., A DISTANCE OF 794.42 FEET; THENCE N.00°34'40"E., A DISTANCE OF 200.00 FEET; THENCE S.89°25'20"E., A DISTANCE OF 400.00 FEET; THENCE S.00°34'40"W., A DISTANCE OF 200.00 FEET; THENCE S.89°25'20"E., A DISTANCE OF 689.72 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT

DESCRIPTION OF REAL ESTATE TRACT "A-1" TALON BAY DRIVE RIGHT-OF-WAY IN PARCEL "B" OF TALON BAY UNIT ONE:

A PORTION OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 36, BEARING S.00°34'40"W., A DISTANCE OF 2695.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36, WITH SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE 13TH ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 12 AND 12A THROUGH 12F, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE N.89°25'20"W., A DISTANCE OF 689.72 FEET; THENCE N.00°34'40"E., A DISTANCE OF 200.00 FEET; THENCE N.89°25'20"W., A DISTANCE OF 147.55 FEET TO THE POINT OF BEGINNING; THENCE N.89°25'20"W., A DISTANCE OF 81.45 FEET; TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 61°42'04", A CHORD BEARING OF N.18°17'28"W. AND A CHORD LENGTH OF 369.22 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 387.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.49°08'30"W., A DISTANCE OF 1145.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 339.19 FEET, A CENTRAL ANGLE OF 07°01'28", A CHORD BEARING OF N.45°37'46"W. AND A CHORD LENGTH OF 41.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 41.59 FEET A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ORTIZ BLVD., AS PLATTED IN WARM MINERAL SPRINGS UNIT 78, PER PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 7, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE N.01°56'53"W., ALONG SAID SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SAID ORTIZ BLVD., EXTENDED, A DISTANCE OF 218.79 FEET TO THE SOUTHEAST CORNER OF SAID ORTIZ BLVD., EXTENDED SOUTH FROM SAID WARM MINERAL SPRINGS UNIT 78 AND TO A POINT OF CUSP OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 259.19 FEET, A CENTRAL ANGLE OF 47°11'37", A CHORD BEARING OF S.25°32'41"E. AND A CHORD LENGTH OF 207.51 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 213.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.49°08'30"E., A DISTANCE OF 1145.91 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 59°29'55", A CHORD BEARING OF S.19°23'32"E. AND A CHORD LENGTH OF 436.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 456.92 FEET TO THE POINT OF BEGINNING.

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EXHIBIT 3 to Resolution No. 2020-R-06

AND LESS AND EXCEPT

A Portion of Section 36, Township 39 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

Beginning at the Point of Intersection of the South right-of-way line of the Tamiami Trail (US Highway #41), with the East right-of-way line of Ortiz Blvd., extended South from Warm Mineral Springs Unit No 78, per plat thereof recorded in plat Book 9, Page 78, Public Records of said Sarasota County; thence South  $85^{\circ}12'37''$  East, "Grid Bearing" along the South right-of-way line of said Tamiami Trail, a distance of 123.44 feet, to a found FDOT iron rod right-of-way marker; thence South  $85^{\circ}16'42''$  East, along said South right-of-way line to a distance of 401.56 feet to a point bearing North  $85^{\circ}16'42''$  West, a distance of 599.69 feet from a found FDOT iron rod right-of-way marker; thence South  $04^{\circ}43'18''$  West, a distance of 334.81 feet; thence North  $85^{\circ}16'42''$  West, a distance of 485.83 feet to a point on aforesaid East right-of-way of Ortiz Blvd. Extended; thence North  $01^{\circ}56'53''$  West along the East right-of-way line of Ortiz Blvd., a distance of 337.24 feet to the Point of Beginning.

AND LESS AND EXCEPT

Tract J of Talon Bay Unit One, according to the map or plat thereof as recorded in Plat Book 44, Page 18, of the Public Records of Sarasota County, Florida

APG