

## INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (“**Agreement**”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by **MAIN STREET RANCLANDS, LLLP**, a Florida limited liability limited partnership (“**Partnership**”) and **WELLEN PARK CONSTRUCTION, LLLP** (“**Wellen Park**”) (collectively, “**Indemnitors**”), in favor of the **CITY OF NORTH PORT, FLORIDA**, a political subdivision of the State of Florida (the “**City**”).

### RECITALS:

A. On January 1, 2021, Wellen Park and Willis A. Smith Construction, Inc., a Florida corporation, entered into an AIA Document A133 – Standard Form of Agreement Between Owner and Construction Manager as Constructor (“**Construction Contract**”) for the construction of a public safety building on that certain real property located in Sarasota County, Florida, more particularly described in Exhibit A (the “**Property**”).

B. On February 18, 2021, Wellen Park recorded a notice of commencement in the Official Records as Instrument Number 2021027432, Public Records of Sarasota County, Florida (the “**Notice of Commencement**”).

B. The contracted work evidenced by the Notice of Commencement pertains to work performed by Willis A. Smith Construction, Inc., a Florida corporation (“**Contractor**”) on the Property.

C. As of the date set forth above, the remaining unpaid balance and retainage for the construction contract which is the subject of the Notice of Commencement is approximately \$1,513,154.16.

D. As of the date set forth above, Partnership intends to convey the Property to the City.

E. Indemnitors have agreed to indemnify the City as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated as a part of this Agreement.

2. Indemnity. Indemnitors agree to pay, protect, defend, indemnify, hold, and save harmless the City from and against any and all loss, costs, damages, attorneys’ fees and expenses of any kind and nature, which the City may suffer, expend, or incur by reason of Indemnitors’ failure to make any payment under the Construction Contract which is the subject of the Notice of Commencement. For the avoidance of doubt, it is

the intent of the parties that all loss, cost, or expense relating to mechanics' liens in connection with the Notice of Commencement will be borne by Indemnitors, and not by the City.

3. Affidavit and Release of Lien. Upon completion of the work evidenced by the Notice of Commencement and receipt of Wellen Park's final payment due to Contractor, Wellen Park shall cause Contractor to provide a final contractor's affidavit and release of lien. Wellen Park will submit Contractor's affidavit and release of lien to the City within ten (10) business days of receipt.

4. Authority to Execute Agreement. Indemnitors warrant that the person signing this Agreement has full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

5. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue for any action pertaining to this Agreement shall be in Sarasota County, Florida.

6. 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. This Agreement may contain more than one counterpart of the signature page, and this Agreement may be executed by the affixing of the parties' signatures to one or more of such counterpart signature pages; all such counterpart signature pages will be read as though one, and they will have the same force and effect as though all of the signatories have signed a single signature page.

7. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

8. 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.

9. 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.

10. Assignment. Indemnitors shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

11. 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.

*[Signature pages follow]*

IN WITNESS WHEREOF, Partnership has executed this Agreement as of the day and year indicated.

**MAIN STREET RANCLANDS, LLLP,**  
a Florida limited liability limited  
partnership

By: Thomas Ranch Villages GP, LLC, a  
Delaware limited liability company, as  
General Partner

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

By: \_\_\_\_\_  
Richard P. Severance,  
as its Vice President

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 2022, by Richard P. Severance, as Vice President for Thomas Ranch Manager, LLC, a Delaware limited liability company and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and the General Partner of MAIN STREET RANCLANDS, LLLP, a Florida limited liability limited partnership, on behalf of the companies and the partnership.

\_\_\_\_\_  
Notary Public

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

IN WITNESS WHEREOF, Wellen Park has caused this Agreement to be executed as of the date indicated.

**WELLEN PARK:**

**WELLEN PARK CONSTRUCTION, LLLP**, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

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

By: \_\_\_\_\_  
Richard P. Severance,  
as its Vice President

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 2022, by Richard P. Severance, as Vice President for Thomas Ranch Manager, LLC a Delaware limited liability company and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and the General Partner of WELLEN PARK CONSTRUCTION, LLLP, a Florida limited liability limited partnership, on behalf of the companies and the partnership.

\_\_\_\_\_  
Notary Public

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

APPROVED by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2022.

**THE CITY OF NORTH PORT, FLORIDA**

\_\_\_\_\_  
A. JEROME FLETCHER II  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER TAYLOR, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON  
CITY ATTORNEY

**EXHIBIT A**

Lot 1, WELLEN PARK PUBLIC SAFETY COMPLEX, a subdivision, recorded in Plat Book 55, Page 324, Public Records of Sarasota County, Florida (instrument no. 2021146677).