



## City of North Port

### RESOLUTION NO. 2024-R-68

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED ON DENARGO ROAD AND DESCRIBED AS LOT 5, BLOCK 1817 OF THE THIRTY-SEVENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 0995181705; INCORPORATING RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the owner(s) of the identified real estate have agreed to sell the property to the City of North Port; and

**WHEREAS**, through its real estate consultant, the City obtained an appraisal report identifying the fee simple market value of the property as of June 28, 2024 as \$33,000; and

**WHEREAS**, The City of North Port ("City") seeks to acquire real property identified as Parcel Identification No. 0995181705 ("the Parcel") in support of the City's wastewater collection system; and

**WHEREAS**, the right portion of the parcel has been utilized to access lift station 29, which lies within the right of way drainage behind the property; and

**WHEREAS**, the acquisition of the parcel secures permanent access to the lift station for future maintenance and repairs to the City's collection system; and

**WHEREAS**, the current owner(s) will pay any outstanding taxes on the real property at closing; and

**WHEREAS**, the City Commission of the City of North Port, Florida finds that this property satisfies an immediate or future need of the City.

**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 true and correct and are incorporated in this resolution by reference.

## **SECTION 2 – RESOLUTION**

- 2.01 The City Commission authorizes the City Manager to take the actions identified in this resolution to purchase the real property bearing Sarasota County Property Appraiser parcel identification 0995181705, located on Denargo Road in the City of North Port, and legally described as:

Lot 5, Block 1817, Thirty-Seventh Addition to Port Charlotte Subdivision, according to the map or plat thereof, as recorded in Plat Book 16, Page 4E, of the Public Records of Sarasota County, Florida.

Sarasota County Property Appraiser PID No. 0995181705

Relevant portions of the plat are attached as Exhibit “A”.

- 2.02 The City Commission approves the *Agreement for Purchase and Sale of Real Property* attached to this Resolution as Exhibit “B” and directs the transfer of property be made to the City via Warranty Deed.
- 2.03 The City Commission authorizes the City Manager or designee to execute the documents referenced in this resolution and to perform all other actions delegable by law that are necessary to negotiate, enter into, and consummate the proposed purchase.
- 2.04 All identified exhibits are incorporated in this Resolution by reference.

## **SECTION 3 – FILING OF DOCUMENTS**

- 3.01 The City Clerk is directed to file a certified copy of this resolution with the Sarasota County Clerk of the Circuit Court to be duly recorded in the official records of the county.
- 3.02 The City Clerk is directed to record the fully executed original Warranty Deed with the Sarasota County Clerk of the Circuit Court to be duly recorded in the official records of the county, concurrent with the recording of this resolution.
- 3.03 The City will pay the applicable recording fees to the Sarasota County Clerk of the Circuit Court.

## **SECTION 4 – CONFLICTS**

- 4.01 In the event of any conflict between the provisions of this resolution and any other resolution, in whole or in part, the provisions of this resolution will prevail to the extent of the conflict.

## **SECTION 5 – SEVERABILITY**

- 5.01 If a court of competent jurisdiction finds that any section, subsection, sentence, clause, phrase, or provision of this resolution is for any reason invalid or unconstitutional, that provision will be deemed a separate, distinct, and independent provision and will not affect the validity of the remaining portions of the resolution.

**SECTION 6 – EFFECTIVE DATE**

6.01 This resolution takes effect immediately.

ADOPTED by the City Commission of the City of North Port, Florida in public session on November 26, 2024.

CITY OF NORTH PORT, FLORIDA

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

ATTEST

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

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL GOLEN  
INTERIM CITY ATTORNEY

Dist. 16 - P. 4 - 44

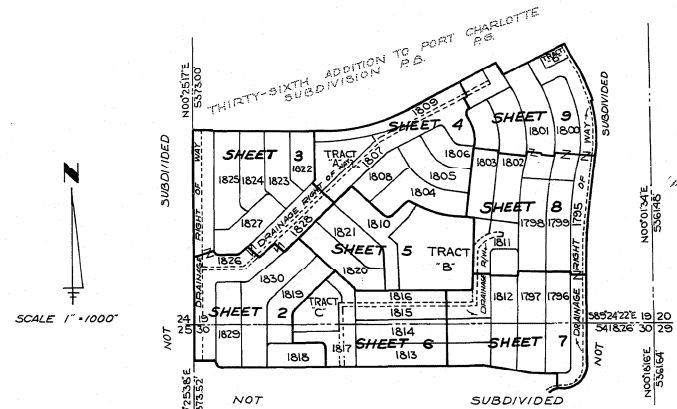
# THIRTY-SEVENTH ADDITION TO PORT CHARLOTTE SUBDIVISION

A SUBDIVISION OF PORTIONS OF SECTIONS 19 AND 30, TWP 39 SOUTH, RGE. 21 EAST, CITY OF NORTH PORT CHARLOTTE SARASOTA COUNTY-FLORIDA

## DESCRIPTION

BEGINNING of the Southwest Corner of Section 19, Township 39 South, Range 21 East, thence N00°25'17"E along the West Line of said Section 19, 2460.09 feet; thence S89°34'43"E 250 feet; thence S00°25'17"W 16 feet; thence S89°23'00"E 329.44 feet to a point of curve; thence Northeastly along the arc of a circular curve to the left, having a radius of 1925 feet, a central angle of 29°04'33" for a distance of 1003.40 feet to a point of tangency; thence N41°30'27"E 1212.97 feet; thence S28°29'33"E 185 feet; thence N61°30'27"E 81250 feet; thence S28°29'33"E 315 feet to a point of curve; thence Southeastly and Southerly along the arc of a circular curve to the right, having a radius of 1812.50 feet, a central angle of 34°39'45" for a distance of 1026.52 feet to a point of tangency; thence S06°10'12"W 1025.59 feet to a point of curve; thence Southerly along the arc of a circular curve to the left, having a radius of 287.50 feet, a central angle of 04°29'45" for a distance of 50.18 feet to a point of tangency; thence S01°42'27"W 1509.17 feet to a point of curve; thence Southeastly along the arc of a circular curve to the right, having a radius of 262.50 feet, a central angle of 90° for a distance of 412.33 feet to a point of tangency; thence N88°17'33"W 92.50 feet; thence N01°42'27"E 181.50 feet; thence N88°17'33"W 301.33 feet to a point of curve; thence Northwestly along the arc of a circular curve to the right, having a radius of 250 feet, a central angle of 09°00'18" for a distance of 39.29 feet to a point of tangency; thence N77°17'15"W 548.02 feet to a point of curve; thence Westerly along the arc of a circular curve to the left, having a radius of 250 feet, a central angle of 10°17'28" for a distance of 44.90 feet to a point of tangency; thence N89°54'43"W 303.26 feet to a point of curve; thence Northwestly and Northly along the arc of a circular curve to the right, having a radius of 75 feet, a central angle of 90° for a distance of 117.81 feet to a point of tangency; thence N00°25'17"E 62.11 feet; thence N89°34'43"W 250.04 feet to a point on the West Line of Section 30, Township 39 South, Range 21 East; thence N00°25'38"E along the West Line of said Section 30, 106.14 feet to the Southwest Corner of previously mentioned Section 19 and the POINT OF BEGINNING.

All land lying and being in Sarasota County, Florida and containing 357.24 Acres more or less.



LOCATION & KEY MAP SECS. 19 & 30 TWP 39 S R 21 E SARASOTA COUNTY, FLORIDA

DRAWN BY: J.R.W.  
CHECKED BY: J.B.  
APPROVED BY: C.G.H.

## CERTIFICATE OF DEDICATION

120563

STATE OF FLORIDA ss. GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation COUNTY OF DADE authorized to do business in the State of Florida, by its duly elected Vice-President James E. Vensel and its duly elected Secretary-Treasurer, Wm. H. O'Dowd, Jr., and FLORIDA WEST COAST LAND COMPANY a Florida Corporation, by its duly elected Vice-President, A. J. Fay, and by its duly elected Secretary, Wm. H. O'Dowd, Jr. acting by and with the authority of their Boards of Directors do hereby dedicate and set apart all of the Avenues, Boulevards, Drives, Lanes, Roads, Streets, Terraces and Drainage Rights of Way as shown or described on this plat to the use of the general public forever.

The Easements hereinafter described are expressly reserved to GENERAL DEVELOPMENT CORPORATION and FLORIDA WEST COAST LAND COMPANY their affiliates, successors or assigns for the purposes expressed: a 20 foot maintenance easement of the lot line adjoining to and adjacent to all Drainage Rights of Way, a 20 foot easement on the rear of each lot and a 5 foot easement of each side lot line for the installation and maintenance of underground and overhead utilities and for surface drainage by swale or underground provision and for any purpose consistent with good practice for the development of this project. Side lot lines coincident with street right of way lines shall contain no easements and where more than one lot is intended as a building site the outside boundaries of said building site shall carry said side easements.

IN WITNESS WHEREOF: GENERAL DEVELOPMENT CORPORATION has caused these presents to be executed by its Vice-President and attested by its Secretary-Treasurer and FLORIDA WEST COAST LAND COMPANY has caused these presents to be executed by its Vice-President and attested by its Secretary. This 21 day of June, A.D. 1961.

Attest Wm. H. O'Dowd, Jr. Secretary-Treasurer By James E. Vensel Vice-President  
Wm. H. O'Dowd, Jr. James E. Vensel  
FLORIDA WEST COAST LAND COMPANY

Attest Wm. H. O'Dowd, Jr. Secretary By A. J. Fay Vice-President  
Wm. H. O'Dowd, Jr. A. J. Fay

STATE OF FLORIDA ss. Before me, the undersigned Notary Public, personally appeared James E. Vensel, Vice-President and Wm. H. O'Dowd, Jr., Secretary-Treasurer of GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation authorized to do business in the State of Florida and A. J. Fay, Vice-President and Wm. H. O'Dowd, Jr., Secretary of FLORIDA WEST COAST LAND COMPANY, a Florida Corporation, to me well known to be the individuals described in and who executed the foregoing Certificate of Dedication and that they each acknowledged before me that they executed the same as such officers for and on behalf of said Corporations. WITNESS my hand and official Seal of Dade County, Florida, this 21 day of June, A.D. 1961.

My commission expires March 10, 1962 Sharon K. Moseley  
Notary Public State of Florida at large

## CERTIFICATE OF SURVEYOR

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

Arthur L. Day  
Arthur L. Day  
Registered Engineer No. 6295  
Registered Land Surveyor No. 1235  
State of Florida

Dated this 21 day of June A.D. 1961.

## CERTIFICATE OF APPROVAL OF CITY COMMISSION

STATE OF FLORIDA ss. It is hereby certified that this plat has been officially approved for record COUNTY OF SARASOTA by the City Commission of the City of North Port Charlotte, Sarasota County, Florida, this 14th day of August A.D. 1961.

City Clerk Pauline M. Thompson

## CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

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

Warren P. Williams  
County Attorney Chairman of the Board of County Commissioners

## CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA ss. I, W.A. Wynne, County Clerk of Sarasota County, Florida, hereby certify COUNTY OF SARASOTA that this plat has been examined and that it complies in form with all of the requirements of the State of Florida pertaining to maps and plats, and this plat has been filed for record in Plat Book 11, of Pages 4 through 11 of the Public Records of Sarasota County, Florida, this 31 day of July A.D. 1961.

W.A. Wynne  
Sarasota County, Florida  
County Clerk

## ENGINEERS NOTE

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

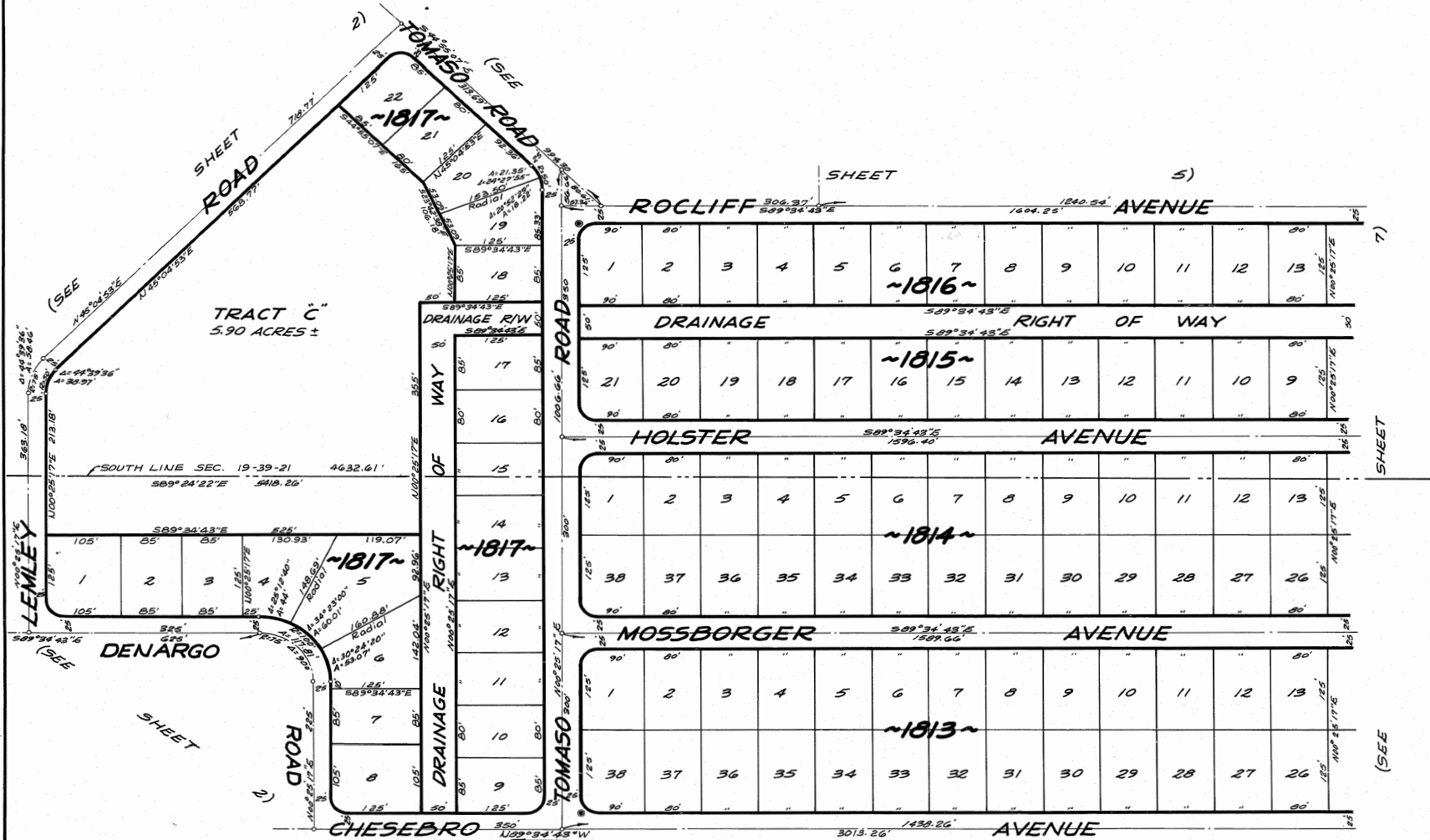
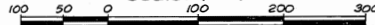
ARTHUR L. DAY  
CIVIL ENGINEER  
MIAMI - FLORIDA

# THIRTY-SEVENTH ADDITION TO PORT CHARLOTTE SUBDIVISION

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

JUNE-1961

Scale: 1"=100'



CALCULATED BY- RCL/JM  
DRAWN BY- N.B.M.  
CHECKED BY- JB  
APPROVED BY- CGH

NOT

SUBDIVIDED

ARTHUR L. DAY  
CIVIL ENGINEER  
MIAMI - FLORIDA

SHEET 6 OF 9 SHEETS  
100 LOTS THIS SHEET

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**  
**PARCEL IDENTIFICATION NO. 0995181705**

This *Agreement for Purchase and Sale of Real Property* ("Agreement") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("Buyer"), and George and Lily Investments, LLC, a Utah limited liability company ("Seller") whose address is Post Office Box 87, Brighton, SA, 5048, Australia.

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

**1. EFFECTIVE DATE**

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

**2. SALE OF PROPERTY**

The Seller agrees to sell, assign, transfer, and convey to the Buyer, and the Buyer agrees to purchase from the Seller that certain real property ("Property") consisting of +/- 0.477.45 acres (20,798 square feet) of land, described as:

Lot 5, Block 1817, Thirty-Seventh Addition to Port Charlotte Subdivision, according to the map or plat thereof, as recorded in Plat Book 16, Page 4E, of the Public Records of Sarasota County, Florida.

Sarasota County Property Appraiser PID No. 0995181705,

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

**3. CLEAR AND MARKETABLE TITLE**

A. Warranties. The Seller warrants that the Seller is the sole owner of the Property in fee simple and the Seller will convey good, recordable, marketable, insurable title free and clear of all encumbrances to the Buyer at closing. **The Seller agrees to hold harmless, defend, and indemnify the Buyer for any defect or cloud upon the title.** The Seller acknowledges that all warranties found in law are in effect. The Buyer shall have the right to terminate this Agreement with written notice to the Seller within 3 calendar days of being notified of the title defect. A title defect will constitute the Seller's breach of a material term of this Agreement for purposes of disposition of the Escrow Money.

A. Title Insurance.

The Sellers agree to purchase title insurance.

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

#### 4. PURCHASE PRICE

In consideration of the Seller conveying the Property to the Buyer, the Buyer shall pay to the Seller the sum of Thirty-Two Thousand Five Hundred and no/100 (\$32,500.00) ("Purchase Price"), payable at closing.

#### 5. EARNEST MONEY DEPOSIT -N/A

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

#### 6. SELLER'S DISCLOSURES

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

- A. Title Commitment. If applicable, a title commitment from a title company and a copy of each instrument or document listed as an exception to title in the title commitment;
- B. Disclosure Statement. A Seller's property disclosure on the form approved by the Florida Association of Realtors;
- C. Leases. All current leases, as well as all documents related to any ongoing evictions or legal matters related to the Property;
- D. Other Contracts. All management agreements and contracts affecting the Property;
- E. Studies and Reports. All studies and reports related to the Property, including but not limited to environmental reports, soil studies, seismic studies, physical inspection reports, site plans. and

surveys. Seller must identify any studies of which the Seller is aware but that are not in the Seller's possession or control;

- F. Written Notices. All notices relating to the violation of any local, state, or federal law on the Property, including but not limited to environmental laws, land use, zoning compliance, or building codes; and
- G. Other Documents. All other documents related to the Property that could serve as evidence to adversely affect its value.

## 7. SURVEY

B. Applicable Survey. The parties agree that:

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

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

- C. Encroachments. If the survey or a site inspection reveals encroachments on the Property or that the improvements encroach on the lands of another, the encroachments will constitute a title defect. The Buyer shall have the right to terminate this Agreement with written notice to the Seller within 3 calendar days of being notified of the encroachment. A title defect will constitute the Seller's breach of a material term of this Agreement for purposes of disposition of the Escrow Money.

## 8. CONDITION PRECEDENT - CITY COMMISSION APPROVAL

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

## 9. CLOSING

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

## 10. CLOSING COSTS AND DOCUMENTS

The Buyer agrees to pay all reasonable closing costs. Taxes will be prorated as of the scheduled closing date. The purchase price will be disbursed to the Seller or the Seller's agent at the time of closing, except outstanding taxes, which, if due, will be withheld at closing. the Seller agrees to sign and provide a Warranty Deed and all other relevant closing documents at closing and acknowledge(s) that the closing and payment is contingent on the Seller's ability to convey clear, recordable, marketable, insurable, and complete title at the closing.

## 11. HAZARDOUS MATERIALS



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

## 12. ASSESSMENTS AND TAXES

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

## 13. ENCUMBRANCES

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

## 14. DEFAULT; REMEDIES

If any party defaults under this Agreement, the non-defaulting party may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or exercise any other remedy permitted by law or in equity resulting from the default.

## 15. NOTICES

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

If to the Seller(s):        George and Lily Investments, LLC  
                                         Post Office Box 87  
                                         Brighton, SA, 5048, Australia.

If to the Buyer:            City of North Port, Florida  
                                         Utilities Director  
                                         6644 W Price Boulevard  
                                         North Port, FL 34291

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

## 16. RECORDING

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

## 17. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. This Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this

Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

- H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change City's financial obligations under this Agreement.
- I. Assignment. The Seller shall not assign this Agreement, or any interest therein or any right or privilege appurtenant thereto or to the Property without first obtaining the Buyer's written consent, which shall not be unreasonably withheld. The Buyer's consent to one assignment by a party other than the Seller shall not be consent to any subsequent assignment by any other person. Any unauthorized assignment shall be void and shall terminate this Agreement at the Buyer's option. Subject to the terms of the preceding sentence, all terms of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representative, heirs, successors, and assigns.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

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

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

**SELLER**  
**GEORGE & LILY INVESTMENTS, LLC,**  
**a Utah limited liability company**

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

\_\_\_\_\_  
Susan Nash, Manager  
P.O. Box 87  
Brighton, SA, 5048, NA, USA

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

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

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

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_ (name), as \_\_\_\_\_ (title) for GEORGE & LILY INVESTMENTS, LLC (Seller).

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

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

Approved by the City Commission of the City of North Port, Florida, in public session on November 26, 2024.

**BUYER**  
**CITY OF NORTH PORT, FLORIDA**

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

ATTEST

---

HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND  
CORRECTNESS

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MICHAEL GOLEN  
INTERIM CITY ATTORNEY