



City of North Port

RESOLUTION NO. 2025-R-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING THE CONVEYANCE OF TRACT 9 OF WELLEN PARK DOWNTOWN PHASE 1 REPLAT, BEARING SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 0783070090 AND ±20 ACRES OF REAL PROPERTY LOCATED IN THE SOUTHERN HALF OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 20 EAST, BEARING SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 0788010003; AND AUTHORIZING THE CONVEYANCE OF ±63 ACRES OF REAL PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 20 EAST, BEARING SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 0797001100; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 25, 2020, the City of North Port, Florida (“City”) entered into the “*West Villages Developer Agreement (Post Annexation)*,” recorded in Official Records Instrument # 2020042302, Public Records of Sarasota County, Florida (the “Original Agreement”), with Wellen Park, LLLP, a Florida limited liability limited partnership, formerly known as West Villages, LLLP (“WVLP”), and the West Villages Improvement District (“District”), an independent special district of the State of Florida; and

WHEREAS, on November 12, 2024, the City entered into the “*Amendment and Restatement of West Villages Developer Agreement (Post Annexation)*,” recorded in Official Records Instrument #2024156163 (the “Restated Agreement”) with Wellen Park, LLLP, a Florida limited liability limited partnership, formerly known as West Villages, LLLP (“WVLP”), acting for itself and the WVLP Entities as further defined in the PAA, and the West Villages Improvement District (“District”), an independent special district of the State of Florida; and

WHEREAS, the Restated Agreement defines and identifies Tract 9 of Wellen Park Downtown Phase 1 as the *General Government Land*, Tracts 6 & 9 Replat, as shown and described on the plat thereof recorded in Plat Book 57, Pages 59 through 61, Public Records of Sarasota County, Florida, owned by Main Street Ranchlands, LLLP, a legal entity wholly owned by WVLP; and

WHEREAS, the Restated Agreement defines and identifies the ±20 acres of real property as the western 20 acres of the 51.9 Acre Parcel, generally located in southeast quadrant of Tamiami Trail and South River Road (PID No. 0788010003), owned by WVLP, and intended for the development of a public works building; and

WHEREAS, the Restated Agreement defines and identifies the ±63 acres of real property as the *63 Acre Park Parcel*, and meaning the approximately 63.0-acre parcel on South River Road, generally located south of Tamiami Trail and north of East River Road, pursuant to and as described in the Special Warranty Deed recorded in Official Records Instrument # 2009084226, Public Records of Sarasota County, Florida, owned by the City; and

WHEREAS, pursuant to the terms of the Restated Agreement, WVLP desires to convey Tract 9 and the ±20 acres of real property to the City; and

WHEREAS, pursuant to the terms of the Restated Agreement, the City desires to convey the ±63 acres of real property to the WVLP; and

WHEREAS, the City Commission of the City of North Port, Florida finds that the property acquisition and conveyance satisfy the City's and WVLP's obligations under the Restated Agreement with respect to each property, as identified and defined in the Restated Agreement; and

WHEREAS, the City Commission of the City of North Port, Florida finds that this property acquisition satisfies an immediate or future need of the City and desires to accept ownership.

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 – ACCEPTING CONVEYANCE OF TRACT 9

2.01 The real property identified as Tract 9 is ±.6037 acres of real property described as a tract of land lying in Section 32, Township 39 South, Range 20 East, bearing Sarasota County Property Appraiser Parcel Identification Number 0783070090, located in the City of North Port, and legally described as:

Tract 9, of Wellen Park Downtown Phase 1 Tracts 6 & 9 Replat, according to the Plat thereof, as recorded in Plat Book 57, Page(s) 59 through 61, of the Public Records of Sarasota County, Florida (instrument no. 2020170397).

2.02 The City Commission accepts the transfer of ownership to this property thereon via the *Warranty Deed* attached as Exhibit A-1. This acceptance is based on WVLP's assurances in the *Estoppel Letter* attached as Exhibit A-2.

2.03 The City Commission's acceptance in Section 2.02 is further based on the assurances in the *Partnership Closing Affidavit* and *Incumbency Certificate* attached as Exhibit A-3.

2.04 All identified exhibits are incorporated in this resolution by reference.

SECTION 3 – ACCEPTING CONVEYANCE OF ±20 ACRES OF REAL PROPERTY

- 3.01 The real property identified as the ±20 acres is described as a parcel of land lying in the south half of Section 34, Township 39 South, Range 20 East, bearing Sarasota County Property Appraiser Parcel Identification Number 0788010003, located in Sarasota County, Florida, and legally described as:

Commence at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 34, said point also being the southwest corner of Playmore Subdivision, as recorded in Plat Book 8, Page 30, of the Public Records of Sarasota County, Florida; thence N.89°24'21"W. along the southerly line of a Trustee's Deed, recorded in Official Record Instrument Number 2007027016, of said Public Records, a distance of 660.24 feet; thence S.00°01'32"W. along the easterly line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34, a distance of 349.70 feet to the POINT OF BEGINNING; thence S.66°23'12"E., a distance of 1,443.36 feet to a point on the westerly line of the maintained right-of-way for South River Road (County Road 777)(Playmore Road); the following two (2) calls are along said westerly line of maintained right-of-way: (1) thence S.23°36'48"W., a distance of 329.00 feet; (2) thence S.23°20'37"W., a distance of 200.01 feet to a point on the northerly line of premises conveyed to Sarasota County, recorded in Official Record Book 2679, Page 2750 of said Public Records; the following two (2) calls are along the northerly and westerly lines of said premises conveyed to Sarasota County; (1) thence N.67°20'19"W., a distance of 20.61 feet; (2) thence S.22°39'19"W., a distance of 61.69 feet to the northerly line of premises described in Official Record Instrument Number 1999111833 of said Public Records; the following six (6) calls are along said northerly line; (1) thence S.86°49'15"W., a distance of 11.57 feet; (2) thence N.68°17'41"W., a distance of 315.01 feet; (3) thence N.67°37'40"W., a distance of 561.94 feet; (4) thence N.66°16'48"W., a distance of 135.54 feet; (5) thence N.58°54'02"W., a distance of 294.21 feet; (6) thence N.50°17'25"W., a distance of 191.80 feet to a point on the easterly line of said premises conveyed to Sarasota County, recorded in Official Record Book 2679, Page 2750 of said Public Records; the following three (3) calls are along said easterly line; (1) thence N.34°20'17"W., a distance of 66.67 feet; (2) thence N.55°20'02"E., a distance of 10.00 feet; (3) thence N.35°07'59"W., a distance of 94.25 feet to the intersection with the southerly line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence S.89°25'00"E. along said southerly line, a distance of 362.24 feet to the southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence N.00°01'32"E. along the easterly line of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34, a distance of 319.33 feet to the POINT OF BEGINNING.

- 3.02 The City Commission accepts the transfer of ownership to this property thereon via the *Warranty Deed* attached as Exhibit B-1. This acceptance is based on WVLP's assurances in the *Estoppel Letter* attached as Exhibit B-2.
- 3.03 The City Commission's acceptance in Section 3.02 is further based on the assurances in the *Partnership Closing Affidavit* and *Incumbency Certificate* attached as Exhibit B-3.

3.04 All identified exhibits are incorporated in this resolution by reference.

SECTION 4 – AUTHORIZING THE CONVEYANCE OF ±63 ACRES OF REAL PROPERTY

4.01 The City Commission hereby authorizes the conveyance of real property identified as the ±63 acres and described as a parcel of land lying in the Northeast quarter of Section 3, Township 40 South, Range 20 East, bearing Sarasota County Property Appraiser Parcel Identification Number 0797001100, located in Sarasota County, Florida, and legally described as:

Commence at the Southeast corner of the Northeast quarter of Section 3, Township 40 South, Range 20 East, Sarasota County, Florida; thence N. 89° 21' 23" W., along the South line of the Northeast Quarter of said Section 3, a distance of 150.00 feet to a point on a line being 150.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 3, for the Point of Beginning; thence continue N. 89° 21' 23" W., along said South line of the Northeast quarter of Section 3, a distance of 2430.09 feet to the East Right-Of-Way line of South River Road (State Road No. 777), per Florida Department of Transportation right-of-way map, Section 17550 – 2601 and per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida; thence N. 00° 28' 06" E., along said East Right-Of-Way line of South River Road (State Road No. 777), a distance of 1128.34 feet to a point on a line being 1128.33 feet North of and parallel with said South line of the Northeast Quarter of said Section 3; thence S. 89° 21' 23" E., along said line being 1128.33 feet North of and parallel with the South line of the Northeast Quarter of said Section 3, a distance of 2434.27 feet to said line being 150.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 3; thence S 00° 40' 49" W., along said line being 150.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 3, a distance of 1128.33 feet to the Point of Beginning.

4.02 The City Commission accepts the transfer of ownership to this property thereon via the *Warranty Deed* attached as Exhibit C-1. This acceptance is based on WVLP's assurances in the *Estoppel Letter* attached as Exhibit C-2.

4.03 The City Commission's acceptance in Section 4.02 is further based on the assurances in the *Owner's Affidavit* attached as Exhibit C-3.

4.04 All identified exhibits are incorporated in this resolution by reference.

SECTION 5 – FILING OF DOCUMENTS

5.01 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.

5.02 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.

5.03 West Villages, LLLP will pay all applicable recording fees.

SECTION 6 – CONFLICTS

6.01 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 7 – SEVERABILITY

7.01 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 8 – EFFECTIVE DATE

8.01 This resolution takes effect immediately.

ADOPTED by the City Commission of the City of North Port, Florida, in public session on April 8, 2025.

CITY OF NORTH PORT, FLORIDA

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERM CITY ATTORNEY

EXHIBIT A-1 TO RESOLUTION 2025-R-21

WARRANTY DEED FOR TRACT 9 PARCEL IDENTIFICATION NUMBER 0783070090

Prepared by and return to:

Nicole M. Swartz, Esq.
 Mattamy Homes Legal Department
 4901 Vineland Road, Suite 450
 Orlando, Florida 32811

CONSIDERATION \$10.00
 RECORD \$18.50

PARCEL ID NO.: 0783070090

WARRANTY DEED

THIS INDENTURE is made on January 24, 2025, by and between **MAIN STREET RANCHLANDS, LLLP**, a Florida limited liability limited partnership, f/k/a Thomas Ranch Land Partners Village 2A, LLLP, a Florida limited liability limited partnership, hereinafter referred to as Grantor, whose post office address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and **CITY OF NORTH PORT, FLORIDA**, an incorporated municipality located in the State of Florida, hereinafter referred to as Grantee, whose post office address is 4970 City Hall Boulevard, North Port, Florida 34286.

WITNESSETH: Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee, its heirs and assigns forever, the following described property situated in Sarasota County, Florida:

Tract 9, of WELLEN PARK DOWNTOWN TRACTS 6 & 9 REPLAT, according to the Plat thereof, as recorded in Plat Book 57, Page(s) 59 through 61, of the Public Records of Sarasota County, Florida.

together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining. Grantor hereby covenants with Grantee that Grantor is lawfully seized of said property in fee simple; that it is free of encumbrances except as above stated; that Grantor has good right and lawful authority to convey same; and that Grantee shall have quiet enjoyment thereof. Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its undersigned duly authorized partner the date above written.

WITNESSES:

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

[Signature]
Witness Name: Stavenc. Lewis
Address: 12260 Everglow Drive, #14
Venice, FL 34293

[Signature]
Witness Name: Bruce A. Mollen
Address: 12260 Everglow Drive, #14
Venice, FL 34293

[Signature]
By: [Signature]
Richard P. Severance
As its: Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of March 2025 by Richard P. Severance, as Vice President of MAIN STREET RANCLANDS, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me.

[Signature]
Signature of Notary Public

maria Coppinger
Print Name of Notary Public

(Notary Seal)



MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

I am a Notary Public of the State of Florida, and my commission expires on 8/28/2028

EXHIBIT A-2 TO RESOLUTION 2025-R-21

ESTOPPEL LETTER FOR TRACT 9 PARCEL IDENTIFICATION NUMBER 0783070090

WEST VILLAGES IMPROVEMENT DISTRICT - DISTRICT PROPER & UNIT 1
 ESTOPPEL LETTER

DATE: **1/22/2025**

OWNER:	Main Street Ranchlands LLLP
LOTS:	Village I Tract 9
LOT TYPE:	Commercial Parcels = 0.6 Acres = 2 assessable units (assessable unit = each 1/2 acre or less portion)
FOLIO NUMBER:	0783070090

<u>OWNER PORTION OF CURRENT YEAR WVID UNIT 1 BOND ASSESSMENTS :</u>	\$351.50
<u>175.75 x 2 = \$351.50</u>	
<u>OWNER PORTION OF CURRENT YEAR WVID DP & UNIT 1 OPERATION AND MAINTENANCE (O&M) ASSESSMENTS:</u>	\$582.08
<u>DP = \$20.27 x 2 = \$40.54 + Unit 1 = \$270.77 x 2 = \$541.54 = Total O&M = \$582.08</u>	
<u>LESS CREDIT OF CURRENT YEAR WVID DP & UNIT 1 O&M ASSESSMENTS COLLECTED ON ROLL:</u>	(\$933.58)
<u>ESTOPPEL FEE:</u>	\$0.00
<u>TOTAL DUE:</u>	\$0.00
PAYABLE TO WEST VILLAGES ID:	\$0.00
PAYABLE TO SPECIAL DISTRICT SERVICES, INC:	\$0.00

The check for the Bond Prepayment should be made payable to:
 West Villages Improvement District

The check for the Estoppel Fee should be made payable to:
 Special District Services, Inc.

The checks should be mailed to:
Special District Services, Inc.
 2501A Burns Road
 Palm Beach Gardens, FL. 33410

For inquiries, call: (561) 630-4922
 Toll Free (877) 737-4922
 Fax (561) 630-4923

EXHIBIT A-3 TO RESOLUTION 2025-R-21

PARTNERSHIP CLOSING AFFIDAVIT AND INCUMBENCY CERTIFICATE
TRACT 9 PARCEL IDENTIFICATION NUMBER 0783070090

PARTNERSHIP CLOSING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared RICHARD P. SEVERANCE ("Affiant"), who being duly sworn, deposes and says that:

1. Affiant is the Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company ("TRM"). TRM is the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company ("TRV"). TRV is the General Partner of Main Street Ranchlands, LLLP, a Florida limited liability limited partnership (the "Company"). Affiant makes this affidavit with the authority of and on behalf of TRM, TRV and the Company.

2. The Company has been organized and created, and is validly existing and in good standing, as a Florida limited liability limited partnership under the laws of the above referenced jurisdiction. The Company is not a foreign partnership for United States income tax purposes. The Company is a disregarded entity as defined in Internal Revenue Code Regulations §1.1445-2(b)(2)(iii). Wellen Park, LLLP, a Florida limited liability limited partnership ("Wellen Park"), is the limited partner of the Company. Wellen Park's United States Tax Identification Number is 46-5736192. The Company's business address is 4901 Vineland Road, Suite 450, Orlando, FL 32811.

3. The names of all of the existing partners of the Company are as follows:

Thomas Ranch Villages GP, LLC
Wellen Park, LLLP

4. The Company is the owner of the following described property in Sarasota County, Florida (the "Property"):

See Exhibit "A" attached hereto

5. This affidavit is given in connection with a sale of the Property to City of North Port, Florida (the "Purchaser"). Affiant executes this affidavit for the purpose of inducing: (a) the Purchaser to close the purchase of the Property; and (b) the title insurer to insure the title to the Property.

6. There have been no improvements of any kind constructed on the Property during the 90 days immediately preceding the date of this affidavit for which there are outstanding and unpaid bills for labor, materials, or supplies for which a lien might be claimed by any person against the Property.

7. No existing taxes, levies, assessments, paving liens, or utility liens against the Property remain unpaid, other than real estate taxes for the current year.

8. The Company is in sole possession and occupancy of the Property, and no other person has any possessory rights in the Property.

9. To the best of Affiant's knowledge and belief: (a) there are no present violations on the Property of any enforceable covenants, conditions, or restrictions; and (b) there are no present

violations with respect to improvements located on the Property of setback requirements contained in applicable governmental regulations, recorded restrictions, or subdivision plats.

10. There are no recorded or unrecorded mortgages, liens, or other encumbrances against the Property other than those that will be expressly assumed by the Purchaser or that will be satisfied at or prior to the closing of the sale of the Property to the Purchaser.

11. All of the partners of the Company have approved and consented to the sale and conveyance of the Property to the Purchaser. There will be no change in the identity of the partners comprising the Company between the date of this affidavit and the closing of the sale of the Property to the Purchaser. Neither the Company nor any of its partners have been debtors in a bankruptcy proceeding during the existence of the Company. If any partner hereto is a commercial entity, such partner has not been dissolved.

12. There are no matters pending against the Company that could give rise to a lien that would attach to the Property during the period between the effective date of the title insurance commitment issued to the Purchaser and the recording of the deed to the Purchaser. The Company has not executed or performed, and will not execute or perform, during such period any instrument or act that would adversely affect the title to the Property or that would give to any person other than the Purchaser any ownership, lien, use, or possessory rights in the Property.


[Signature and notary page to follow]



RICHARD P. SEVERANCE

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this 18th day of March 2025 by RICHARD P. SEVERANCE, on behalf of the partnership, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Signature of Notary Public

Maria Coppinger

Print Name of Notary Public



MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

I am a Notary Public of the State of Florida
and my commission expires on 8/28/2028

EXHIBIT "A"

Tract 9, of WELLEN PARK DOWNTOWN TRACTS 6 & 9 REPLAT, according to the Plat thereof, as recorded in Plat Book 57, Page(s) 59 through 61, of the Public Records of Sarasota County, Florida.

THOMAS RANCH MANAGER, LLC
INCUMBENCY CERTIFICATE

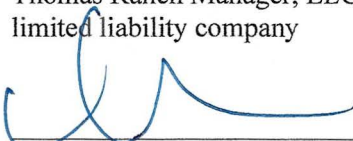
THE UNDERSIGNED, Nicole Marginian Swartz, as the duly appointed Secretary of Thomas Ranch Manager, LLC, a Delaware limited liability company (the "Company"), hereby certifies to the following:

1. That I am the duly elected and current installed Secretary of the Company.
2. As such officer, I am in possession of the current, up-to-date records of the Company.
3. The Company is the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company ("TRV"). TRV is the General Partner of Main Street Ranchlands, LLLP, a Florida limited liability limited partnership (the "Partnership").
4. That Richard P. Severance is a duly elected and qualified Vice President of the Company, and in such capacity is authorized and empowered to execute any and all contracts, amendments, and documents pertaining to the Company's sale of land owned by the Company on behalf of the Company and Nicole Marginian Swartz is a duly elected and qualified National Vice President of the Company and in such capacity is authorized and empowered to execute any and all contracts, amendments, and documents pertaining to the Company's sale of land owned by the Company on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 18th day of March, 2025.

Thomas Ranch Manager, LLC, a Delaware
limited liability company

By:



Nicole Marginian Swartz, Secretary

THOMAS RANCH MANAGER, LLC
INCUMBENCY CERTIFICATE

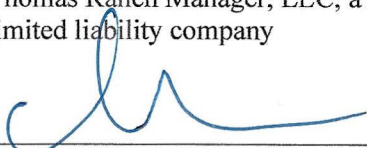
THE UNDERSIGNED, Nicole Marginian Swartz, as the duly appointed Secretary of Thomas Ranch Manager, LLC, a Delaware limited liability company (the "Company"), hereby certifies to the following:

1. That I am the duly elected and current installed Secretary of the Company.
2. As such officer, I am in possession of the current, up-to-date records of the Company.
3. The Company is the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company ("TRV"). TRV is the General Partner of Myakka River Club, LLLP, a Florida limited liability limited partnership (the "Partnership").
4. That Richard P. Severance is a duly elected and qualified Vice President of the Company. and in such capacity is authorized and empowered to execute any and all contracts, amendments, and documents pertaining to the Company's sale of land owned by the Company on behalf of the Company and Nicole Marginian Swartz is a duly elected and qualified National Vice President of the Company and in such capacity is authorized and empowered to execute any and all contracts, amendments, and documents pertaining to the Company's sale of land owned by the Company on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 18th day of March, 2025.

Thomas Ranch Manager, LLC, a Delaware
limited liability company

By:



Nicole Marginian Swartz, Secretary

EXHIBIT B-1 TO RESOLUTION 2025-R-21

WARRANTY DEED FOR PLAYMORE RD PARCEL IDENTIFICATION NUMBER 0788010003

Prepared by and return to:

Nicole M. Swartz, Esq.
Mattamy Homes Legal Department
4901 Vineland Road, Suite 450
Orlando, Florida 32811

CONSIDERATION \$10.00
RECORD \$44.00

PARCEL ID NO.: 0788010003

WARRANTY DEED

THIS INDENTURE is made on January 24, 2025, by and between **MYAKKA RIVER CLUB, LLLP**, a Florida limited liability limited partnership, f/k/a Thomas Ranch Land Partners Village 4A, LLLP, a Florida limited liability limited partnership, hereinafter referred to as Grantor, whose post office address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and **CITY OF NORTH PORT, FLORIDA**, an incorporated municipality located in the State of Florida, hereinafter referred to as Grantee, whose post office address is 4970 City Hall Boulevard, North Port, Florida 34286.

WITNESSETH: Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee, its heirs and assigns forever, the following described property situated in Sarasota County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO

together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining. Grantor hereby covenants with Grantee that Grantor is lawfully seized of said property in fee simple; that it is free of encumbrances except as above stated; that Grantor has good right and lawful authority to convey same; and that Grantee shall have quiet enjoyment thereof. Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its undersigned duly authorized partner the date above written.

WITNESSES:

MYAKKA RIVER CLUB, LLLP, a Florida limited liability limited partnership

[Signature]
Witness Name: STEVEN C. LEWIS

Address: 12260 Everglow Drive, #14
Venice, FL 34293

[Signature]
Witness Name: BRUCE A. MELLON

Address: 12260 Everglow Drive, #14
Venice, FL 34293

[Signature]
By: Richard P. Severance
As its: Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of March 2025 by Richard P. Severance, as Vice President of MYAKKA RIVER CLUB, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me.

[Signature]
Signature of Notary Public

Maria Coppinger
Print Name of Notary Public

(Notary Seal)



MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

I am a Notary Public of the State of Florida, and my commission expires on 8/28/2028

EXHIBIT "A"

A parcel of land lying in the south half of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 34, said point also being the southwest corner of Playmore Subdivision, as recorded in Plat Book 8, Page 30, of the Public Records of Sarasota County, Florida; thence N.89°24'21"W. along the southerly line of a Trustee's Deed, recorded in Official Record Instrument Number 2007027016, of said Public Records, a distance of 660.24 feet; thence S.00°01'32"W. along the easterly line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34, a distance of 349.70 feet to the POINT OF BEGINNING; thence S.66°23'12"E., a distance of 1,443.36 feet to a point on the westerly line of the maintained right-of-way for South River Road (County Road 777)(Playmore Road); the following two (2) calls are along said westerly line of maintained right-of-way: (1) thence S.23°36'48"W., a distance of 329.00 feet; (2) thence S.23°20'37"W., a distance of 200.01 feet to a point on the northerly line of premises conveyed to Sarasota County, recorded in Official Record Book 2679, Page 2750 of said Public Records; the following two (2) calls are along the northerly and westerly lines of said premises conveyed to Sarasota County; (1) thence N.67°20'19"W., a distance of 20.61 feet; (2) thence S.22°39'19"W., a distance of 61.69 feet to the northerly line of premises described in Official Record Instrument Number 1999111833 of said Public Records; the following six (6) calls are along said northerly line; (1) thence S.86°49'15"W., a distance of 11.57 feet; (2) thence N.68°17'41"W., a distance of 315.01 feet; (3) thence N.67°37'40"W., a distance of 561.94 feet; (4) thence N.66°16'48"W., a distance of 135.54 feet; (5) thence N.58°54'02"W., a distance of 294.21 feet; (6) thence N.50°17'25"W., a distance of 191.80 feet to a point on the easterly line of said premises conveyed to Sarasota County, recorded in Official Record Book 2679, Page 2750 of said Public Records; the following three (3) calls are along said easterly line; (1) thence N.34°20'17"W., a distance of 66.67 feet; (2) thence N.55°20'02"E., a distance of 10.00 feet; (3) thence N.35°07'59"W., a distance of 94.25 feet to the intersection with the southerly line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence S.89°25'00"E. along said southerly line, a distance of 362.24 feet to the southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence N.00°01'32"E. along the easterly line of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34, a distance of 319.33 feet to the POINT OF BEGINNING.

EXHIBIT B-2 TO RESOLUTION 2025-R-21

ESTOPPEL LETTER FOR PLAYMORE RD PARCEL IDENTIFICATION NUMBER 0788010003

WEST VILLAGES IMPROVEMENT DISTRICT - DISTRICT PROPER & UNIT 1
 ESTOPPEL LETTER

DATE: **1/22/2025**

OWNER:	MYAKKA RIVER CLUB LLLP
LOTS:	20 acres located between S Tamiami Trl, S River Rd, and Playmore Rd
LOT TYPE:	Commercial Parcels = 20 Acres = 40 assessable units (assessable unit = each 1/2 acre or less portion)
FOLIO NUMBER:	0788010003

OWNER PORTION OF CURRENT YEAR WVID UNIT 1 BOND ASSESSMENTS :	\$7,030.00
175.75 x 40 = \$7,030.00	
OWNER PORTION OF CURRENT YEAR WVID DP & UNIT 1 OPERATION AND MAINTENANCE (O&M) ASSESSMENTS:	\$11,641.60
DP = \$20.27 x 40 = \$810.80 + Unit 1 = \$270.77 x 40 = \$10,830.80 = Total O&M = \$11,641.60	
LESS CREDIT OF CURRENT YEAR WVID DP & UNIT 1 O&M ASSESSMENTS COLLECTED ON ROLL:	(\$18,671.60)
ESTOPPEL FEE:	\$0.00
TOTAL DUE:	\$0.00
PAYABLE TO WEST VILLAGES ID:	\$0.00
PAYABLE TO SPECIAL DISTRICT SERVICES, INC:	\$0.00

The check for the Bond Prepayment should be made payable to:
 West Villages Improvement District

The check for the Estoppel Fee should be made payable to:
 Special District Services, Inc.

The checks should be mailed to:
 Special District Services, Inc.
 2501A Burns Road
 Palm Beach Gardens, FL 33410

For inquiries, call: (561) 630-4922
 Toll Free (877) 737-4922
 Fax (561) 630-4923

EXHIBIT B-3 TO RESOLUTION 2025-R-21

PARTNERSHIP CLOSING AFFIDAVIT AND INCUMBENCY CERTIFICATE
PLAYMORE RD PARCEL IDENTIFICATION NUMBER 0788010003

PARTNERSHIP CLOSING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared RICHARD P. SEVERANCE ("Affiant"), who being duly sworn, deposes and says that:

1. Affiant is the Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company ("TRM"). TRM is the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company ("TRV"). TRV is the General Partner of Myakka River Club, LLLP, a Florida limited liability limited partnership (the "Company"). Affiant makes this affidavit with the authority of and on behalf of TRM, TRV and Myakka.

2. The Company has been organized and created, and is validly existing and in good standing, as a Florida limited liability limited partnership under the laws of the above referenced jurisdiction. The Company is not a foreign partnership for United States income tax purposes. The Company is a disregarded entity as defined in Internal Revenue Code Regulations §1.1445-2(b)(2)(iii). Wellen Park, LLLP, a Florida limited liability limited partnership ("Wellen Park"), is the limited partner of the Company. Wellen Park's United States Tax Identification Number is 46-5736192. The Company's business address is 4901 Vineland Road, Suite 450, Orlando, FL 32811.

3. The names of all of the existing partners of the Company are as follows:

Thomas Ranch Villages GP, LLC
Wellen Park, LLLP

4. The Company is the owner of the following described property in Sarasota County, Florida (the "Property"):

See Exhibit "A" attached hereto

5. This affidavit is given in connection with a sale of the Property to City of North Port, Florida (the "Purchaser"). Affiant executes this affidavit for the purpose of inducing: (a) the Purchaser to close the purchase of the Property; and (b) the title insurer to insure the title to the Property.

6. There have been no improvements of any kind constructed on the Property during the 90 days immediately preceding the date of this affidavit for which there are outstanding and unpaid bills for labor, materials, or supplies for which a lien might be claimed by any person against the Property.

7. No existing taxes, levies, assessments, paving liens, or utility liens against the Property remain unpaid, other than real estate taxes for the current year.

8. The Company is in sole possession and occupancy of the Property, and no other person has any possessory rights in the Property.

9. To the best of Affiant's knowledge and belief: (a) there are no present violations on the Property of any enforceable covenants, conditions, or restrictions; and (b) there are no present

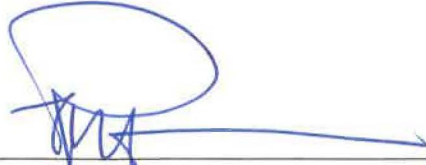
violations with respect to improvements located on the Property of setback requirements contained in applicable governmental regulations, recorded restrictions, or subdivision plats.

10. There are no recorded or unrecorded mortgages, liens, or other encumbrances against the Property other than those that will be expressly assumed by the Purchaser or that will be satisfied at or prior to the closing of the sale of the Property to the Purchaser.

11. All of the partners of the Company have approved and consented to the sale and conveyance of the Property to the Purchaser. There will be no change in the identity of the partners comprising the Company between the date of this affidavit and the closing of the sale of the Property to the Purchaser. Neither the Company nor any of its partners have been debtors in a bankruptcy proceeding during the existence of the Company. If any partner hereto is a commercial entity, such partner has not been dissolved.

12. There are no matters pending against the Company that could give rise to a lien that would attach to the Property during the period between the effective date of the title insurance commitment issued to the Purchaser and the recording of the deed to the Purchaser. The Company has not executed or performed, and will not execute or perform, during such period any instrument or act that would adversely affect the title to the Property or that would give to any person other than the Purchaser any ownership, lien, use, or possessory rights in the Property.


[Signature and notary page to follow]



RICHARD P. SEVERANCE

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this 18th day of March 2025 by RICHARD P. SEVERANCE, on behalf of the partnership, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)


Signature of Notary Public

Maria Coppinger
Print Name of Notary Public



MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

I am a Notary Public of the State of Florida
and my commission expires on 8/28/2028.

EXHIBIT "A"

A parcel of land lying in the south half of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 34, said point also being the southwest corner of Plamore Subdivision, as recorded in Plat Book 8, Page 30, of the Public Records of Sarasota County, Florida; thence N.89°24'21"W. along the southerly line of a Trustee's Deed, recorded in Official Record Instrument Number 2007027016, of said Public Records, a distance of 660.24 feet; thence S.00°01'32"W. along the easterly line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34, a distance of 349.70 feet to the POINT OF BEGINNING; thence S.66°23'12"E., a distance of 1,443.36 feet to a point on the westerly line of the maintained right-of-way for South River Road (County Road 777)(Playmore Road); the following two (2) calls are along said westerly line of maintained right-of-way: (1) thence S.23°36'48"W., a distance of 329.00 feet; (2) thence S.23°20'37"W., a distance of 200.01 feet to a point on the northerly line of premises conveyed to Sarasota County, recorded in Official Record Book 2679, Page 2750 of said Public Records; the following two (2) calls are along the northerly and westerly lines of said premises conveyed to Sarasota County; (1) thence N.67°20'19"W., a distance of 20.61 feet; (2) thence S.22°39'19"W., a distance of 61.69 feet to the northerly line of premises described in Official Record Instrument Number 1999111833 of said Public Records; the following six (6) calls are along said northerly line; (1) thence S.86°49'15"W., a distance of 11.57 feet; (2) thence N.68°17'41"W., a distance of 315.01 feet; (3) thence N.67°37'40"W., a distance of 561.94 feet; (4) thence N.66°16'48"W., a distance of 135.54 feet; (5) thence N.58°54'02"W., a distance of 294.21 feet; (6) thence N.50°17'25"W., a distance of 191.80 feet to a point on the easterly line of said premises conveyed to Sarasota County, recorded in Official Record Book 2679, Page 2750 of said Public Records; the following three (3) calls are along said easterly line; (1) thence N.34°20'17"W., a distance of 66.67 feet; (2) thence N.55°20'02"E., a distance of 10.00 feet; (3) thence N.35°07'59"W., a distance of 94.25 feet to the intersection with the southerly line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence S.89°25'00"E. along said southerly line, a distance of 362.24 feet to the southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence N.00°01'32"E. along the easterly line of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34, a distance of 319.33 feet to the POINT OF BEGINNING.

THOMAS RANCH MANAGER, LLC
INCUMBENCY CERTIFICATE

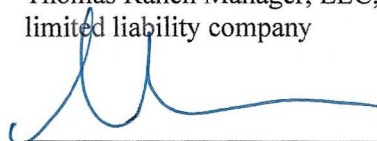
THE UNDERSIGNED, Nicole Marginian Swartz, as the duly appointed Secretary of Thomas Ranch Manager, LLC, a Delaware limited liability company (the "Company"), hereby certifies to the following:

1. That I am the duly elected and current installed Secretary of the Company.
2. As such officer, I am in possession of the current, up-to-date records of the Company.
3. The Company is the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company ("TRV"). TRV is the General Partner of Main Street Ranchlands, LLLP, a Florida limited liability limited partnership (the "Partnership").
4. That Richard P. Severance is a duly elected and qualified Vice President of the Company. and in such capacity is authorized and empowered to execute any and all contracts, amendments, and documents pertaining to the Company's sale of land owned by the Company on behalf of the Company and Nicole Marginian Swartz is a duly elected and qualified National Vice President of the Company and in such capacity is authorized and empowered to execute any and all contracts, amendments, and documents pertaining to the Company's sale of land owned by the Company on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 18th day of March, 2025.

Thomas Ranch Manager, LLC, a Delaware
limited liability company

By:



Nicole Marginian Swartz, Secretary

THOMAS RANCH MANAGER, LLC
INCUMBENCY CERTIFICATE

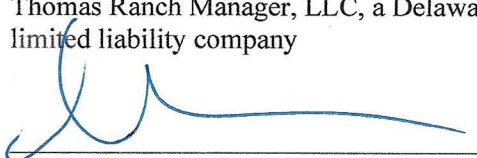
THE UNDERSIGNED, Nicole Marginian Swartz, as the duly appointed Secretary of Thomas Ranch Manager, LLC, a Delaware limited liability company (the "Company"), hereby certifies to the following:

1. That I am the duly elected and current installed Secretary of the Company.
2. As such officer, I am in possession of the current, up-to-date records of the Company.
3. The Company is the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company ("TRV"). TRV is the General Partner of Myakka River Club, LLLP, a Florida limited liability limited partnership (the "Partnership").
4. That Richard P. Severance is a duly elected and qualified Vice President of the Company. and in such capacity is authorized and empowered to execute any and all contracts, amendments, and documents pertaining to the Company's sale of land owned by the Company on behalf of the Company and Nicole Marginian Swartz is a duly elected and qualified National Vice President of the Company and in such capacity is authorized and empowered to execute any and all contracts, amendments, and documents pertaining to the Company's sale of land owned by the Company on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 18th day of March, 2025.

Thomas Ranch Manager, LLC, a Delaware
limited liability company

By:



Nicole Marginian Swartz, Secretary

EXHIBIT C-1 TO RESOLUTION 2025-R-21

WARRANTY DEED FOR 3201 S. RIVER RD PARCEL IDENTIFICATION NUMBER 0797001100

Prepared by and return to:

Nicole M. Swartz, Esq.
Mattamy Homes Legal Department
4901 Vineland Road, Suite 450
Orlando, Florida 32811

CONSIDERATION \$10.00
RECORD \$44.00

PARCEL ID NO.: 0797001100

WARRANTY DEED

THIS INDENTURE is made on January 24, 2025, by and between **CITY OF NORTH PORT, FLORIDA**, an incorporated municipality located in the State of Florida, hereinafter referred to as Grantor, whose post office address is 4970 City Hall Boulevard, North Port, Florida 34286, and **MYAKKA RIVER CLUB, LLLP**, a Florida limited liability limited partnership, f/k/a Thomas Ranch Land Partners Village 4A, LLLP, a Florida limited liability limited partnership, hereinafter referred to as Grantee, whose post office address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

WITNESSETH: Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee, its heirs and assigns forever, the following described property situated in Sarasota County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO

together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining. Grantor hereby covenants with Grantee that Grantor is lawfully seized of said property in fee simple; that it is free of encumbrances except as above stated; that Grantor has good right and lawful authority to convey same; and that Grantee shall have quiet enjoyment thereof. Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its undersigned duly authorized partner the date above written.

WITNESSES:

CITY OF NORTH PORT, FLORIDA

Witness Name: _____
Address: _____

By: _____
_____, as Mayor

Witness Name: _____
Address: _____

APPROVED AS TO FORM AND CORRECTNESS:

Michael Golen, CPM
Interim City Attorney

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2025 by _____, as Mayor of CITY OF NORTH PORT, FLORIDA, on behalf of the city. He/she has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____

EXHIBIT "A"

A parcel of land lying in the Northeast quarter of Section 3, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of the Northeast quarter of Section 3, Township 40 South, Range 20 East, Sarasota County, Florida; thence N. 89° 21' 23" W., along the South line of the Northeast Quarter of said Section 3, a distance of 150.00 feet to a point on a line being 150.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 3, for the Point of Beginning; thence continue N. 89° 21' 23" W., along said South line of the Northeast quarter of Section 3, a distance of 2430.09 feet to the East Right-Of-Way line of South River Road (State Road No. 777), per Florida Department of Transportation right-of-way map, Section 17550 – 2601 and per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida; thence N. 00° 28' 06" E., along said East Right-Of-Way line of South River Road (State Road No. 777), a distance of 1128.34 feet to a point on a line being 1128.33 feet North of and parallel with said South line of the Northeast Quarter of said Section 3; thence S. 89° 21' 23" E., along said line being 1128.33 feet North of and parallel with the South line of the Northeast Quarter of said Section 3, a distance of 2434.27 feet to said line being 150.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 3; thence S 00° 40' 49" W., along said line being 150.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 3, a distance of 1128.33 feet to the Point of Beginning.

EXHIBIT C-2 TO RESOLUTION 2025-R-21

ESTOPPEL LETTER 3201 S. RIVER RD PARCEL IDENTIFICATION NUMBER 0797001100

WEST VILLAGES IMPROVEMENT DISTRICT - DISTRICT PROPER & UNIT 1
ESTOPPEL LETTER

DATE: **1/22/2025**

OWNER:	City of North Port
LOTS:	63 acres located on S River Rd, and Playmore Rd
LOT TYPE:	Commercial Parcels = 63 Acres = 126 assessable units (assessable unit = each 1/2 acre or less portion)
FOLIO NUMBER:	0797001100

OWNER PORTION OF CURRENT YEAR WVID UNIT 1 BOND ASSESSMENTS :	\$7,030.00
<u>175.75 x 126 = \$22,144.50</u>	
OWNER PORTION OF CURRENT YEAR WVID DP & UNIT 1 OPERATION AND MAINTENANCE (O&M) ASSESSMENTS:	\$11,641.60
<u>DP = \$20.27 x 126 = \$2,554.02 + Unit 1 = \$270.77 x 126 = \$34,117.02 = Total O&M = \$36,671.04</u>	
LESS CREDIT OF CURRENT YEAR WVID DP & UNIT 1 O&M ASSESSMENTS COLLECTED ON ROLL:	(\$18,671.60)
ESTOPPEL FEE:	\$0.00
TOTAL DUE:	\$0.00
PAYABLE TO WEST VILLAGES ID:	\$0.00
PAYABLE TO SPECIAL DISTRICT SERVICES, INC:	\$0.00

The check for the Bond Prepayment should be made payable to:
West Villages Improvement District

The check for the Estoppel Fee should be made payable to:
Special District Services, Inc.

The checks should be mailed to:
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL. 33410

For inquiries, call: (561) 630-4922
Toll Free (877) 737-4922
Fax (561) 630-4923

EXHIBIT C-3 TO RESOLUTION 2025-R-21

PARTNERSHIP CLOSING AFFIDAVIT AND INCUMBENCY CERTIFICATE
3201 S. RIVER RD PARCEL IDENTIFICATION NUMBER 0797001100

OWNER'S AFFIDAVIT

Phil Stokes, being first duly sworn, on oath says that:

1. He is the Mayor of City of North Port, Florida, an incorporated municipality located in the State of Florida (the "**Municipality**").
2. The Municipality's principal place of business is at 4970 City Hall Boulevard, North Port, Florida 34286 and the Municipality's previous place of business during the past ten years has been at 4970 City Hall Boulevard, North Port, Florida 34286.
3. The Municipality is the owner of the following described property in Sarasota County, Florida (the "Land"):

See Exhibit "A" attached hereto

4. There have been no:
 - a. Bankruptcy proceedings involving the Municipality or dissolution proceeding involving the Municipality during the time the Municipality had any interest in the premises described in the above document ("Land");
 - b. Tax liens filed against the Municipality;
 - c. Unsatisfied judgments of record against the Municipality, nor any actions pending in any courts, which affect the Land.
 5. Any bankruptcy proceedings or dissolution proceedings of record against entities with the same or similar names, during the time period in which the Municipality had any interest in the Land, are not against the Municipality.
 6. Any judgments or tax liens of record against entities with the same or similar names are not against the Municipality.
 7. There has/have been no labor or materials furnished to the Land in the past 180 days and no labor or materials will be furnished to the Land at the request of the Municipality until _____ [insert date];

 There has/have been no labor or materials furnished to the Land in the past 180 days and there are no plans for any labor or materials to be furnished to the Land;
- or
- Labor or materials has/have been furnished to the Land (NOTE: If this box is checked, First American Title Insurance Company should be contacted immediately to determine what is required to give the proposed insured mechanics' lien coverage, if such coverage is requested.).
 8. There are no unrecorded contracts, leases, easements or other agreements or interest relating to the Land except as stated herein:
 9. There are no Rights of First Offer, Rights of First Refusal, Options to Purchase, or any other Rights of Purchase in any Leases affecting the Land, except as reported herein.

10. There are no persons in possession of any portion of the Land other than pursuant to a recorded document except as stated herein:
11. There are no encroachments or boundary line questions affecting the Land of which the undersigned has knowledge.
12. At no time have any brokers' services been engaged with regard to the management, sale purchase, lease, option or other conveyance of any interest in the Land, nor any loan secured or to be secured thereby; and no notice of lien for any such services has been received, other than those parties being paid as part of this transaction and shown on the closing statement.
13. There are no matters pending against or by the Municipality that could give rise to a lien that would attach to the Land between the most recent effective date of the Commitment and the recording of the interest to be insured, and the Municipality has not and will not execute any instrument that would adversely affect the title or interest to be insured. The undersigned indemnifies and holds harmless First American Title Insurance Company by reason of any inaccuracy of this statement.

Affiant knows the matters herein stated are true and makes this Affidavit for the purpose of inducing First American Title Insurance Company to issue its policy of title insurance.

[Signature page to follow]

By: Phil Stokes, as Mayor

ATTEST

Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Michael Golen, CPM
Interim City Attorney

Exhibit "A"

A parcel of land lying in the Northeast quarter of Section 3, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of the Northeast quarter of Section 3, Township 40 South, Range 20 East, Sarasota County, Florida; thence N. 89° 21' 23" W., along the South line of the Northeast Quarter of said Section 3, a distance of 150.00 feet to a point on a line being 150.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 3, for the Point of Beginning; thence continue N. 89° 21' 23" W., along said South line of the Northeast quarter of Section 3, a distance of 2430.09 feet to the East Right-Of-Way line of South River Road (State Road No. 777), per Florida Department of Transportation right-of-way map, Section 17550 – 2601 and per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida; thence N. 00° 28' 06" E., along said East Right-Of-Way line of South River Road (State Road No. 777), a distance of 1128.34 feet to a point on a line being 1128.33 feet North of and parallel with said South line of the Northeast Quarter of said Section 3; thence S. 89° 21' 23" E., along said line being 1128.33 feet North of and parallel with the South line of the Northeast Quarter of said Section 3, a distance of 2434.27 feet to said line being 150.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 3; thence S 00° 40' 49" W., along said line being 150.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 3, a distance of 1128.33 feet to the Point of Beginning.