



City of North Port

RESOLUTION NO. 2025-R-75

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, AS THE GOVERNING BODY OF THE NORTH PORT ROAD AND DRAINAGE DISTRICT, ACCEPTING THE TRANSFER OF REAL PROPERTY LOCATED ON MANILA AVENUE AND DESCRIBED AS LOT 25, BLOCK 734, 12TH ADDITION TO PORT CHARLOTTE SUBDIVISION, SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 1144073425 FROM THE CITY OF NORTH PORT, FLORIDA; EXCHANGING THE ACCEPTED REAL PROPERTY FOR REAL PROPERTY LOCATED ON PILGRIM ROAD AND DESCRIBED AS LOT 14, BLOCK 2014, 44TH ADDITION TO PORT CHARLOTTE SUBDIVISION, SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 1147201414; INCORPORATING RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Port Road and Drainage District (“the District”) desires to accept the real property located on Manila Avenue in the City of North Port (the “District Property”) from the City of North Port, Florida (“the City”); and

WHEREAS, Section 66-52 of the Code of the City of North Port, Florida authorizes the District to acquire lands or rights in lands as may be necessary for the purposes of the District, including any property, whether real or personal, as may be necessary, desirable or convenient for the providing of road and drainage services within the District; and

WHEREAS, on November 4, 2025, the City Commission adopted Resolution No. 2025-R-74, transferring the District Property to the District; and

WHEREAS, the District desires to accept the District Property and intends to swap the District Property for real property located on Pilgrim Road in the City of North Port (the “Exchange Property”); and

WHEREAS, pursuant to Ordinance No. 2023-03, adopting City Commission Policy No. 2023-01, the City Manager or designee is authorized to reserve any real property deemed appropriate for possible use as exchange property or as part of any City or special district acquisition project; and

WHEREAS, the District has a future need for the Exchange Property for use as stormwater system access and swapping it for the District Property is more advantageous than purchasing the Exchange Property; and

WHEREAS, the District Property and Exchange Property have similar attributes and comparable values; and

WHEREAS, City staff has obtained a Title Search Report for the Exchange Property and based upon a review of that report, it has been concluded that the City possesses conveyable, marketable good title to the District Property; and

WHEREAS, any outstanding taxes will be prorated; and

WHEREAS, the City Commission finds that swapping these properties satisfy a future need of the Road and Drainage Special District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, SERVING AS THE GOVERNING BODY OF THE NORTH PORT ROAD AND DRAINAGE DISTRICT:

SECTION 1 – INCORPORATION OF RECITALS

1.01 The above recitals are true and correct and are incorporated in this resolution by reference.

SECTION 2 – ACCEPTING THE DISTRICT PROPERTY

2.01 The City Commission, sitting as the governing body of the North Port Road and Drainage District, authorizes the City Manager to take the actions identified in this resolution to accept the District Property bearing Sarasota County Property Appraiser parcel identification number 1144073425, located on Manila Avenue in the City of North Port, and legally described as:

Lot 25, Block 734, 12th Addition to Port Charlotte Subdivision, according to the plat recorded in Plat Book 13, Page 8, of the Official Records of the Sarasota County Clerk of the Circuit Court.

Relevant portions of the plat are attached as Exhibit A.

2.02 Transfer of ownership from the City of North Port to the North Port Road and Drainage District will be made via Warranty Deed.

2.03 The City Commission, sitting as the governing body of the North Port Road and Drainage District, 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 complete the transfer of real property.

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

SECTION 3 – SWAP OF REAL PROPERTY

- 3.01 The City Commission, sitting as the governing body of the North Port Road and Drainage District, authorizes the City Manager to take the actions identified in this resolution to swap the District Property for the Exchange Property bearing Sarasota County Property Appraiser parcel identification number 1147201414, located on Pilgrim Road in the City of North Port, and legally described as:

Lot 14, Block 2014, 44th Addition to Port Charlotte Subdivision, according to the plat recorded in Plat Book 19, Page 33, of the Official Records of the Sarasota County Clerk of the Circuit Court.

Relevant portions of the plat are attached as Exhibit B.

- 3.02 The City Commission, sitting as the governing body of the North Port Road and Drainage District, approves the *Exchange Agreement of Real Property*, attached as Exhibit C.
- 3.03 Transfer of ownership from the current property owner(s) to the North Port Road and Drainage District will be made via Warranty Deed.
- 3.04 The City Commission, sitting as the governing body of the North Port Road and Drainage District, 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 complete the exchange of real property.
- 3.05 All identified exhibits are incorporated in this resolution by reference.

SECTION 4 – FILING OF DOCUMENTS

- 4.01 The City Clerk or designee is directed to record the fully executed original resolution including exhibits with the Sarasota County Clerk of the Circuit Court.
- 4.02 The City Clerk or designee is directed to record the fully executed original Warranty Deed with the Sarasota County Clerk of the Circuit Court, concurrent with the recording of this resolution.
- 4.03 The City Clerk or designee is directed to record the fully executed Agreement for Purchase and Sale of Real Property with the Sarasota County Clerk of the Circuit Court, concurrent with the recording of this resolution.
- 4.04 The District will pay the applicable recording fees to the Sarasota County Clerk of the Circuit Court.

SECTION 5 – CONFLICTS

- 5.01 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 6 – SEVERABILITY

6.01 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 7 – EFFECTIVE DATE

7.01 This resolution takes effect upon the adoption of Resolution 2025-R-74.

ADOPTED by the City Commission of the City of North Port, Florida, acting in its capacity as the governing body of the North Port Road and Drainage District in public session on January 20, 2026.

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

PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

BK 13 Pg 8

95517

TWELTH ADDITION TO PORT CHARLOTTE SUBDIVISION

A SUBDIVISION IN SECTIONS 28, 29, 32 & 33 TWP. 30 S. RANGE 22 E.
CITY OF NORTH PORT CHARLOTTE
SARASOTA COUNTY, FLORIDA

SHEET 1 OF 23 SHEETS

BISCAYNE ENGINEERING COMPANY

ORDER NO. 32540
F.B. NO. 1147CIVIL ENGINEERS
MIAMI - FLORIDASCALE: 1"=100'
MAY, 1960

SCALE IN FEET

100' 50' 0' 100' 200'

DESCRIPTION

A portion of Sections 28, 29, 32 and 33, Township 30 South, Range 22 East, Sarasota County, Florida, being more particularly described as follows: Begin at a point on the south line of said Section 32, said point being 120 feet east of the southwest corner of said Section 32, thence run N0°20'03"E 2605 feet along a line normal to the south line of said Section 32 to the point of curvature of a curve to the right having a radius of 2725 feet and a central angle of 55°02'54"; thence run northeastwardly 2618.11 feet along the arc of said curve to the right to the point of tangency; thence run N55°22'57"E 805.45 feet to a point on the south line of said Section 29, said point being 1984.91 feet east of the southwest corner of said Section 29; thence continue N55°22'57"E 4022.65 feet to a point on the east line of said Section 29, said point being 2281.37 feet north of the southeast corner of said Section 29; thence continue N55°22'57"E 18.90 feet to the point of curvature of a curve to the left having a radius of 1000 feet and a central angle of 55°31'38"; thence run northeastwardly 2621.3 feet along the arc of said curve to the left to the point of tangency; thence run N08°24'11"W 375 feet to a point; thence run N82°51'10"E 2550 feet to a point; thence run S0°08'41"E 375 feet to the point of curvature of a curve to the right having a radius of 3550 feet and a central angle of 55°31'38"; thence run southwardly 3440.42 feet along the arc of said curve to the right to the point of tangency; thence run S55°22'57"W 353.60 feet to a point on the south line of said Section 28; said point being 1167.46 feet east of the southwest corner of said Section 28; thence continue S55°22'57"W 1416.09 feet to a point on the west line of said Section 33, said point being 811.81 feet south of the northwest corner of said Section 33; thence continue S55°22'57"W 163.46 feet to the point of curvature of a curve to the left having a radius of 850 feet and a central angle of 55°02'54"; thence run southwestwardly 816.66 feet along the arc of said curve to the left to the point of tangency; thence run S0°20'03"W 3721.05 feet to a point on the south line of said Section 32, said point being 534.73 feet west of the southeast corner of said Section 32; thence run N30°39'57"W 4650 feet along the south line of said Section 32 to the Point of Beginning; containing 834.82 acres, more or less.

CERTIFICATE OF DEDICATION

STATE OF FLORIDA ss. GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation, authorized to do business in the State of Florida, by its duly elected President, F.E. Mackle, Jr. and its duly elected Secretary, F.J. Mackle, and FLORIDA WEST COAST LAND COMPANY, a Florida Corporation, by its duly elected Vice President, F.E. Mackle, Jr. and by its duly elected Secretary, F.J. Mackle, acting by and with the authority of their Board of Directors, do hereby dedicate and set apart all of the Avenues, Boulevard, Streets, Terraces, Drives, Lanes, Road Waterways and Drainage Rights - of - way as shown or described on this plat to the use of the general public forever.

The easements hereinafter described are expressly reserved to GENERAL DEVELOPMENT CORPORATION and FLORIDA WEST COAST LAND COMPANY, their affiliates or assigns, for the purposes expressed: a 20 foot maintenance easement at the lot line abutting to and adjacent to all canals and Waterways; a 10 foot easement at the rear of each lot and a 6 foot easement at each side lot line for the installation and maintenance of underground and overhead utilities and for surface drainage by swale or underground provisions and for any purpose consistent with good practices for the development of this project, except that use of easements along the side lot lines shall be limited to one side of any one lot, side lot lines coincident with street right-of-way lines shall contain no easements, and where more than one lot is interded as a building site, the outside boundaries of said building site shall carry said side easements.

IN WITNESS WHEREOF: GENERAL DEVELOPMENT CORPORATION has caused these presents to be executed by its President and attested by its Secretary and FLORIDA WEST COAST LAND COMPANY has caused these presents to be executed by its Vice President and attested by its Secretary, by and with the authority of their Boards of Directors this 4th day of August, A.D., 1960.

Attest F.J. Mackle Secretary By F.E. Mackle, Jr. President
GENERAL DEVELOPMENT CORPORATION

Attest F.J. Mackle Secretary By F.E. Mackle, Jr. Vice-President
FLORIDA WEST COAST LAND COMPANY

STATE OF FLORIDA ss. Before me the undersigned notary public, personally appeared F.E. Mackle, Jr., President and F.J. Mackle, Secretary of GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation, authorized to do business in the State of Florida, and F.E. Mackle, Jr., Vice-President and F.J. Mackle, Secretary of FLORIDA WEST COAST LAND COMPANY, a Florida Corporation, to me well known to be the individuals described in and who executed the foregoing certificate of dedication, and that they each duly acknowledged before me that they executed the same as such officers for and on behalf of said corporations.

WITNESS my hand and official seal at Dade County, Florida this 4th day of Aug. A.D. 1960.

My Commission expires 7/13/63 Constance Kinnell
Notary Public, State of Florida at large.

CERTIFICATE OF APPROVAL OF CITY COMMISSION

STATE OF FLORIDA ss. It is hereby certified that this plat has been officially approved for record by the City Commission of the City of North Port, Charlotte, Sarasota County, Florida, this 22 day of August, A.D. 1960.

City Clerk Joseph O. Sullivan Mayor Harry W. Sherry

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA ss. I, W.A. Wynne, County Clerk of Sarasota County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the laws of Florida pertaining to maps and plats and this plat has been filed for record in Plat Book 13 at Pages 22 through 25, Public Records of Sarasota County, Florida this 3 day of Oct. A.D. 1960.

By W.A. Wynne County Clerk
Sarasota County, Florida

CERTIFICATE OF SURVEYOR

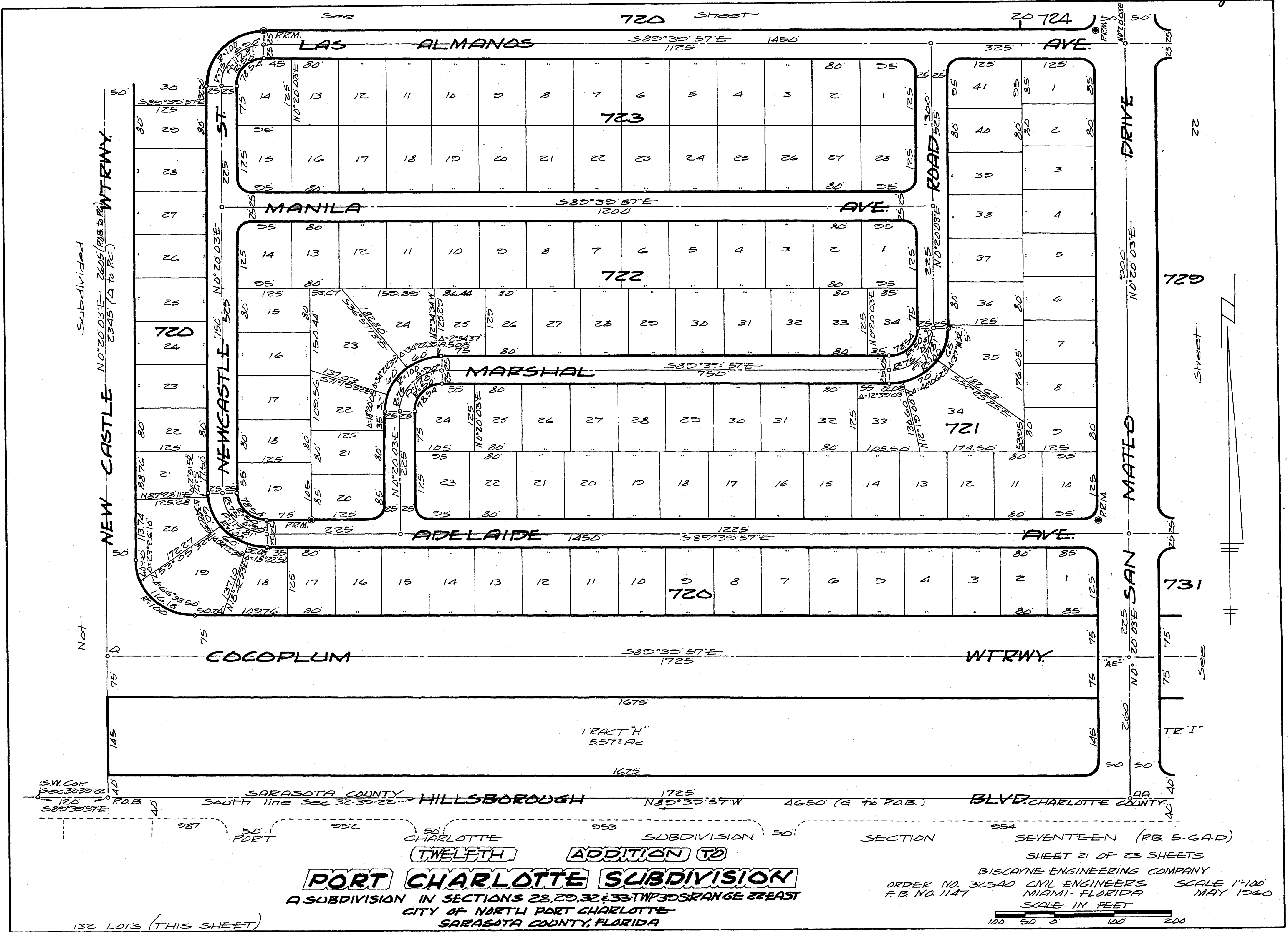
STATE OF FLORIDA ss. I, the undersigned land surveyor, hereby certify that this plat is a true representation of the land described and shown to the best of my knowledge and belief and that permanent reference monuments have been placed as required in survey laws of Florida.

BISCAYNE ENGINEERING COMPANY
By J.F. Bennett President
Registered Surveyor #145, Registered Engineer #46
STATE OF FLORIDA

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA ss. It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of the County of Sarasota, Florida, this 6th day of September, A.D. 1960.

Approved Wm. S. Baylston County Attorney James R. Sponzo Chairman of the Board of County Commissioners



FORTY-FOURTH ADDITION TO
 PORT CHARLOTTE SUBDIVISION
 A PORTION OF
 SECTIONS 27, 33, 34 & 35, TOWNSHIP 39 SOUTH, RANGE 22 EAST,
 CITY OF NORTH PORT CHARLOTTE
 SARASOTA COUNTY, FLORIDA
 SHEET 1 OF 24 SHEETS

GENERAL NOTES

1. © P.R.M. Indicates Permanent Reference Monument.
2. Deed restrictions are filed in ORB. 245, Pages 156 - 159
3. All lots included within this plat meet or exceed the minimum area required under the Subdivision Ordinance of the City of North Port Charlotte.
4. Mortgage Plat Joinders are filed in ORB. 245, Page 160, 161.
5. Developers Agreement is filed in O.R.B. 245, Pages 162

* 1.A 20 foot strip along the lot lines abutting and adjacent to the waterways and drainage rights of way, except as shown by dashed lines.
2.A 10 foot strip along the rear of each lot and a 6 foot strip along the sides of each lot, except where side lot line is coincident with a Street right of way line, except as shown by dashed lines.

Where more than one lot or parts of one or more lots are intended as a building site, the outside boundaries of the building site shall carry said side easements, except where easements are shown by dashed lines.

Where more than one lot or parts of one or more lots are intended as a building site, the outside boundaries of the building site shall carry said side easements, except where easements are shown by dashed lines.

JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI - FLORIDA

DRAWN BY CL
CHECKED BY CT
APPROVED BY CT

LOCATION & KEY MAP P.B. 5, PGS. 38A-38H

SECTIONS 27, 33, 34 & 35 TOWNSHIP 39 SOUTH, RANGE 22 EAST
CITY OF NORTH PORT CHARLOTTE
SARASOTA COUNTY, FLORIDA

STATE OF FLORIDA } ss
COUNTY OF DADE }

IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed by the officers named below and its corporate seal to be affixed hereto, this 13 day of March 1979

IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed by the officers named below and its corporate seal to be affixed hereto, this 13 day of March 1979

GENERAL DEVELOPMENT CORPORATION

Attest: Samuel A. Adams Secretary

GENERAL DEVELOPMENT CORPORATION

By: Fredrick S. Roach
Executive Vice President

STATE OF FLORIDA)
COUNTY OF DADE) S

Before me personally appeared Frederick E. Roach and David A. Doherty, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Executive Vice President and Secretary of the above named Corporation and severally acknowledged to and before me that they executed such instrument as such Executive Vice President and Secretary, respectively, of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act of said corporation.

WITNESS my hand and official seal, this 13 day of April, 1970

My Commission Expires: July 29, 1973 Robert F. Williams
Notary Public, State of Florida of Large

I, the undersigned registered land surveyor, hereby certify that this plat is a true representation of the land described and shown, to the best of my knowledge and belief and that permanent reference monuments have been placed as required by the City of North Port Charlotte Subdivision Ordinance and the Statutes of the State of Florida thereunto appertaining.

Dated this 13 day of March 1970 Signature: James Edward Clark
JAMES EDWARD CLARK
Registered Land Surveyor

Date of Survey: 2/13/70 Registered Land Surveyor No. 1553
 CERTIFICATE OF APPROVAL OF CITY PLANNING

STATE OF FLORIDA) SS
COUNTY OF SARASOTA)

It is hereby certified that this plat has been officially approved for record this
day of April 27, 1970. City of North Port Charlotte Robert C. Orr

CERTIFICATE OF APPROVAL OF CITY COMMISSION

STATE OF FLORIDA)
COUNTY OF SARASOTA) SS

It is hereby certified that this plat has been officially approved for record by the City Commission of the City of North Port Charlotte, Sarasota County, Florida, this 11th day of May, 1970.

STATE OF FLORIDA }
COUNTY OF SARASOTA } SS

I, R.W. ZINN, County Clerk of Sarasota County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statute of Florida pertaining to maps and plats, and that this plat has been filed for record in

Plot Book 19, Pages 39 thru 33W of the Public Records of Sarasota County, Florida, this 11TH day of JUNE 1970
RW ZINN, Clerk

R.W. ZINN, Clerk
Sarasota County, Florida
By: Emmanuel B. Tellechea

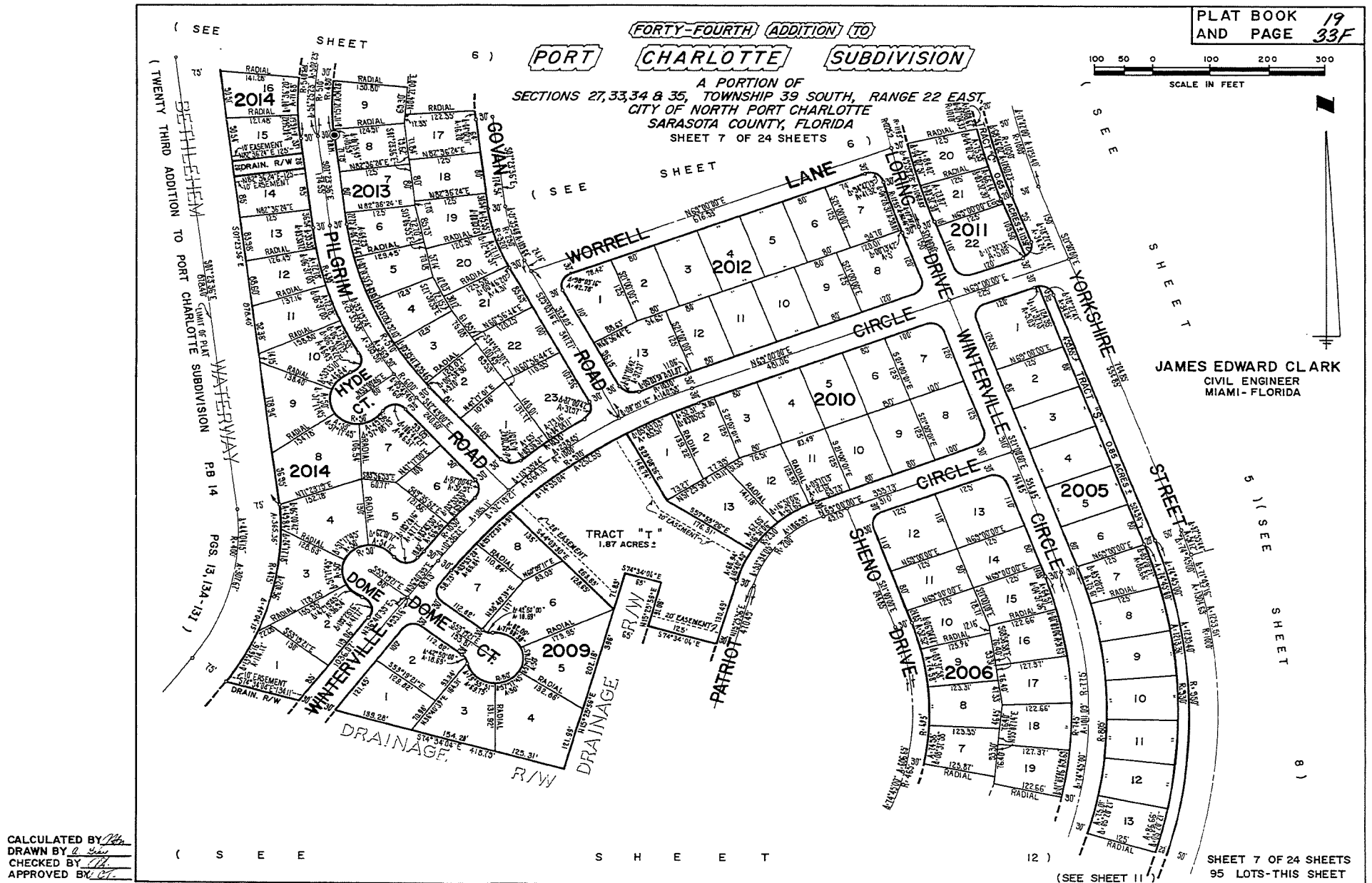
STATE OF FLORIDA } ss
COUNTY OF SARASOTA }

It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of the County of Sarasota, Florida, this 28th day of June, 1976.

Commissioners of the County of Sarasota, Florida

Ample W. Sweet County Engineer
 E. Phillip K. Givens Planning Director
 W. J. Givens County Attorney
 Tom D. Bump Chairman

CS -44



AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY
PILGRIM ROAD (PID NO. 1147201414) AND MANILA AVENUE (PID NO. 1144073425)

This *Agreement for the Exchange of Real Property* ("Agreement") is made and entered into by and between the **North Port Road and Drainage District, a special district of the City of North Port, Florida, a municipal corporation of the State of Florida** (the "District"), and **Cleopatra Davis and Edward Davis** ("Collectively Exchanger"), whose mailing address is c/o New Vista Properties, Inc., 1750 SW 4th Avenue, Miami, FL 33129.

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

1. EFFECTIVE DATE

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

2. EXCHANGE OF REAL PROPERTY

- A. The Exchanger hereby agrees to assign, transfer, and convey to the District, and the District agrees to accept from the Exchanger that certain real property ("Exchange Property") consisting of land, described as:

Lot 14, Block 2014, 44th Addition to Port Charlotte Subdivision, according to the plat recorded in Plat Book 19, Page 33, of the Official Records of the Sarasota County Clerk of the Circuit Court,

Sarasota County Property Appraiser PID # 1147201414,

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

- B. The District agrees to assign, transfer, and convey to the Exchanger, and the Exchanger agrees to accept from the District that certain real property (the "Property") consisting of land, described as:

Lot 25, Block 734, 12th Addition to Port Charlotte Subdivision, according to the plat recorded in Plat Book 13, Page 8 U, of the Official Records of the Sarasota County Clerk of the Circuit Court,

Sarasota County Property Appraiser PID # 1144073425,

together with all of the District'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 District, if any; (iv) all right, title, and interest of the District 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 District in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property, if any.

3. CLEAR AND MARKETABLE TITLE

A. Warranties.

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

B. Title Insurance.

- ☐ The Exchanger agrees to purchase title insurance.
- ☒ The District agrees to purchase title insurance for the Exchange Property.
- ☐ The District waives title insurance.

4. CONSIDERATION

Both the Property and Exchange Property have similar attributes and comparable values. As such, the parties have agreed that at no time will there be a need to exchange funds or hold funds in escrow to complete the transfer. The Property will be exchanged for the Exchange Property.

5. EXCHANGER'S DISCLOSURES

The Exchanger must provide the following documents to the District no later than twenty (20) calendar days before the closing date, to the extent the documents are within the Exchanger's possession or control. All records must be provided at the Exchanger'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. An Exchanger'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 Exchange Property;
- D. Other Contracts. All management agreements and contracts affecting the Exchange Property;
- E. Studies and Reports. All studies and reports related to the Exchange Property, including but not limited to environmental reports, soil studies, seismic studies, physical inspection reports, site plans, and surveys. Exchanger must identify any studies of which the Exchanger is aware but that are not in the Exchanger's possession or control;

- F. Written Notices. All notices relating to the violation of any local, state, or federal law on the Exchange 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 Exchange Property that could serve as evidence to adversely affect its value.

6. DISTRICT'S DISCLOSURES

The District must provide the following documents to the Exchanger no later than twenty (20) calendar days before the closing date, to the extent the documents are within the District's possession or control. All records must be provided at the District'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 District'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. District must identify any studies of which the District is aware but that are not in the District'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

- A. Applicable Survey. The parties agree that:

☒ Existing Recorded Surveys are Satisfactory. The parties agree that the survey provided in accordance with Section 5 and Section 6 shall be adequate to fulfill the survey obligations of the District and Exchanger.

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

- B. Encroachments. If the survey reveals encroachments on the Property or on the Exchange property that the improvements encroach on the lands of another, the encroachments will constitute a title defect. Either party shall have the right to terminate this Agreement with written notice to the other party within 20 calendar days of being notified of the title defect.

8. CONDITION PRECEDENT - CITY COMMISSION APPROVAL

The District's obligation to perform on this Agreement is conditioned upon the City Commission of the City of North Port, Florida, sitting as the governing body of the North Port Road and Drainage District ("City Commission"), approving this Agreement.

9. CLOSING

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

10. CLOSING COSTS AND DOCUMENTS

The District agrees to pay all reasonable closing costs. Taxes will be prorated as of the scheduled closing date. All outstanding taxes, which, if due, will be paid no later than at closing. The parties agree to sign and provide Warranty Deeds and all other relevant closing documents at closing and acknowledge that the closing is contingent on the parties ability to convey clear, recordable, marketable, insurable, and complete title at the closing.

11. HAZARDOUS MATERIALS

- A. With regards to the Property: The Exchanger warrants to the District that to the best of the Exchanger's knowledge, information and belief, the Property has not been nor is it 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 District under any applicable federal or state law. If the District obtains an Environmental Site Assessment that confirms the presence of hazardous materials on the Property, then the District, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement.
- B. With regards to the Exchange Property: The District warrants to the Exchanger that to the best of the District's knowledge, information and belief, the Exchange Property has not been nor is it 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 Exchanger under any applicable federal or state law. If the Exchanger obtains an Environmental Site Assessment that confirms the presence of hazardous materials on the Exchange Property, then the Exchanger, 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. With regards to the Property:

1. Assessments. The District 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 District shall notify the Exchanger of any unpaid assessments that are brought to the District's attention after the Effective Date.
2. Outstanding Taxes and Other Charges. The District 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.

B. With regards to the Exchange Property:

1. Assessments. The Exchanger warrants that there are no unpaid assessments against any portion of the Exchange Property (except ad valorem taxes for the current year), whether or not they have become liens. The Exchanger shall notify the District of any unpaid assessments that are brought to the Exchanger's attention after the Effective Date.
2. Outstanding Taxes and Other Charges. The Exchanger 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 Exchange Property that are due on or prior to the closing date.

13. ENCUMBRANCES

- A. The District hereby covenants and agrees that from the Effective Date until the closing date, the District will not, without the Exchanger's prior written consent, grant or otherwise voluntarily create or consent to the creation of any easement, restriction, lien, or encumbrance affecting the Property.
- B. The Exchanger hereby covenants and agrees that from the Effective Date until the closing date, the Exchanger will not, without the District's prior written consent, grant or otherwise voluntarily create or consent to the creation of any easement, restriction, lien, or encumbrance affecting the Exchange 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 Exchanger: Cleopatra and Edward Davis
c/o New Vista Properties, Inc.
1750 SW 4th Avenue, Miami, FL 33129

If to the District North Port Road and Drainage District
Public Works Director
1100 N. Chamberlain Blvd.
North Port, FL 34286

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

16. RECORDING

The parties agree that the District will pay the applicable recording fees to the Sarasota County Clerk of the Circuit Court in order to file a certified copy of the resolutions related to this exchange of property to be duly recorded in the official records of the county. Additionally, the parties agree that the District will pay the applicable recording fees to record all fully executed original Warranty Deeds with the Sarasota County Clerk of the Circuit Court to be duly recorded in the official records of the county, concurrent with the related resolutions.

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 Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- 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 Exchanger shall not assign this Agreement, or any interest therein or any right or privilege appurtenant thereto or to the Exchange Property without first obtaining the District's written consent, which shall not be unreasonably withheld. The District's consent to one assignment by a party other than the Exchanger 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 District'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 Exchanger on the date set forth below.

EXCHANGER(S)
CLEOPATRA DAVIS

John Ehrling

Witness No. 1

C Davis
Signature

10-24-25
Date

[Signature]
Printed Name

Witness No. 2

Viviana La Rosa

Printed Name

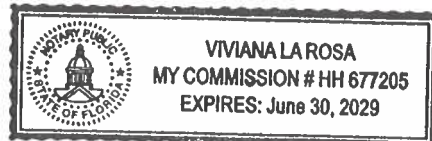
ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of October 2025, by Cleopatra Davis (Exchanger).


[Signature]
Notary Public

___ Personally Known OR X Produced Identification
Type of Identification Produced Passport




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

EXCHANGER(S)
EDWARD DAVIS



Witness No. 1



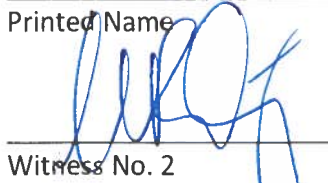
Signature

Tom Ehrling

Printed Name

10-24-25

Date



Witness No. 2

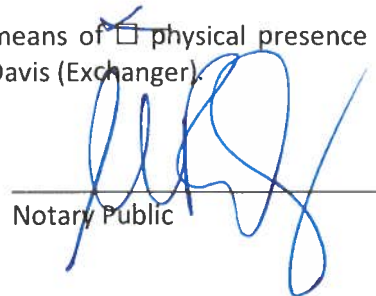
Viviana La Rosa

Printed Name

ACKNOWLEDGEMENT

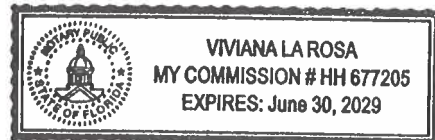
STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of October 2025, by Edward Davis (Exchanger).



Notary Public

___ Personally Known OR ☒ Produced Identification
Type of Identification Produced Passport



Approved by the City Commission of the City of North Port, Florida, acting as the governing body of the North Port Road and Drainage District, on January 20, 2026.

**NORTH PORT ROAD AND DRAINAGE DISTRICT, A
SPECIAL DISTRICT OF THE CITY OF NORTH PORT,
FLORIDA, A MUNICIPAL CORPORATION OF THE STATE
OF FLORIDA**

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

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY