



City of North Port

RESOLUTION NO. 2026-R-13

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, AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED ON 0 NORTH YORKSHIRE STREET AND DESCRIBED AS PARK AREAS LINING BOTH SIDES OF SHORTLEAF DRIVE AND YORKSHIRE STREET AND ALL PRIVATE ALLEYS IN FORTY-SEVENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 1129233724; 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") identified real estate property within the right of way drainage system as necessary to support the operation and maintenance of the District's drainage infrastructure; 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, the owner(s) of the identified real estate have agreed to sell the property to the District; and

WHEREAS, through its real estate consultant, the District obtained a Brokers Price Opinion report identifying the fee simple market value of the property as of April 2, 2025 as \$53,160; and

WHEREAS, the District seeks to acquire real property identified as Parcel Identification No. 1129233724 ("the Parcel") which lies within the right of way drainage system; and

WHEREAS, the acquisition of the parcel secures permanent access to the right of way for future maintenance and repairs to the District's drainage system; and

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

WHEREAS, the City Commission, as the governing body of the District, finds that this property satisfies an immediate or future need of the 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 – RESOLUTION

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 purchase the real property bearing Sarasota County Property Appraiser parcel identification 1129233724, located on North Yorkshire Drive in the City of North Port, and legally described as:

Park areas adjacent to Yorkshire Street and Shortleaf Drive, and alleyways, all as shown on the Plat of Forty-Seventh Addition to Port Charlotte Subdivision, according to the map or plat thereof, recorded in Plat Book 19, Page 46, 46A through 44GG, of the Public Records of Sarasota County, Florida.

Relevant portions of the plat are attached as Exhibit A.

2.02 The City Commission, sitting as the governing body of the North Port Road and Drainage District, approves the *Agreement for Purchase and Sale of Real Property* attached as Exhibit B.

2.03 The City Commission acknowledges that the property is being acquired on an ‘as-is’ basis at the City’s direction, with no representations or warranties from the Seller regarding property condition or survey matters, as reflected in the attached Agreement for Purchase and Sale.

2.04 Transfer of ownership from the current property owner(s) to the North Port Road and Drainage District will be made via Warranty Deed.

2.05 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 negotiate, enter into, and consummate the proposed purchase for the price of \$6,000.00.

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

SECTION 3 – FILING OF DOCUMENTS

3.01 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.

3.02 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.

3.03 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.

3.04 The District will pay the applicable recording fees to the Sarasota County Clerk of the Circuit Court.

SECTION 4 – CONFLICTS

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

SECTION 5 – SEVERABILITY

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

SECTION 6 – EFFECTIVE DATE

6.01 This resolution takes effect immediately.

ADOPTED by the City Commission of the City of North Port, Florida, acting in its capacity as the governing body of the North Port Road and Drainage District in public session on March 24, 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

**FORTY-SEVENTH ADDITION TO
PORT CHARLOTTE SUBDIVISION**

A PORTION OF
SECTIONS 22, 23, 24, 25 & 26, TOWNSHIP 39 SOUTH, RANGE 22 EAST,
CITY OF NORTH PORT CHARLOTTE
SARASOTA COUNTY, FLORIDA
SHEET 1 OF 34 SHEETS

**PLAT BOOK 19
AND PAGE 46**

400528

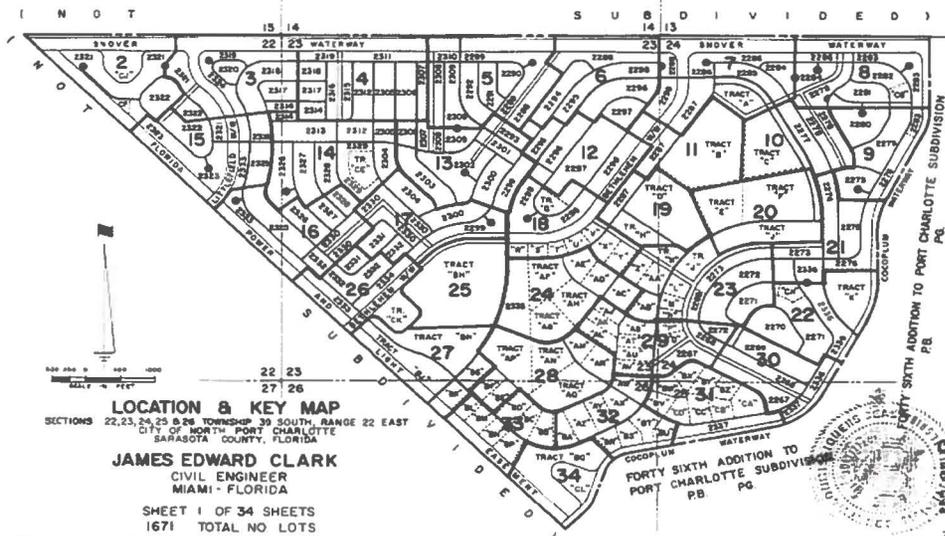
DESCRIPTION

A portion of Sections 22, 23, 24, 25 and 26, Township 39 South, Range 22 East, being more particularly described as follows:
Those portions of said Sections 22, 23, 24, 25 and 26, lying Northeast of the Southwest right of way line of the Florida Power and Light Company Easement described in a Right of Way Agreement recorded in Deed Book 352, Page 572, and Official Record Book 19, Page 512 of the Public Records of Sarasota County, Florida, and lying Northwest of the Plat of FORTY SIXTH ADDITION TO PORT CHARLOTTE SUBDIVISION as recorded in Plat Book 19, Page 45 of the Public Records of Sarasota County, Florida.
Section 22 containing 154.05 acres more or less.
Section 23 containing 615.72 acres more or less.
Section 24 containing 385.93 acres more or less.
Section 25 containing 34.46 acres more or less.
Section 26 containing 101.33 acres more or less.
All land lying in the CITY OF NORTH PORT CHARLOTTE, SARASOTA COUNTY, FLORIDA and containing a total of 1291.49 acres more or less.

GENERAL NOTES

1. P.R.M. Indicates Permanent Reference Monument.
2. Deed restrictions are filed in ORB 683, Pages 281-285.
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 683, Page 286-287.
5. Developer's agreement is filed in ORB 683, Page 288-295.

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.
3. As shown by dashed lines.
4. 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 setbacks, except where setbacks are shown by dashed lines.
5. Items 1, 2, 3 & 4 above shall apply to all tracts.



LOCATION & KEY MAP
SECTIONS 22, 23, 24, 25 & 26, TOWNSHIP 39 SOUTH, RANGE 22 EAST
CITY OF NORTH PORT CHARLOTTE
SARASOTA COUNTY, FLORIDA
JAMES EDWARD CLARK
CIVIL ENGINEER
MIAMI - FLORIDA
DRAWN BY *edc*
CHECKED BY *mgm*
APPROVED BY *ct*
SHEET 1 OF 34 SHEETS
1671 TOTAL NO LOTS

CERTIFICATE OF OWNERSHIP

STATE OF FLORIDA) SS
COUNTY OF DADE)
GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation, authorized to transact business in the State of Florida, by its duly elected officers, acting by and with the authority of its Board of Directors, certify ownership by said Corporation of the property described hereon and does hereby dedicate and set apart all of the Streets, Thoroughfares, Waterways, and Drainage rights of way as shown or described on this plat to the use of the general public forever. Reserving to said Corporation, its successors or assigns, the reversion or reversions of title thereto whenever discontinued by law.
The easements hereafter described are reserved to said Corporation, its successors or assigns, for the installation and maintenance of public utilities and drainage facilities in
IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed by the officers named below and its corporate seal to be hereunto affixed, this
17th day of December, 1972.

GENERAL DEVELOPMENT CORPORATION
Attest: *David A. Selby* Secretary
By: *Frederick E. Bosch* President

STATE OF FLORIDA) SS
COUNTY OF DADE)
Before me personally appeared Frederick E. Bosch and David Selby, to me well known and known to me to be the individuals described in and who acknowledged the foregoing instrument as President and Secretary, respectively, of the above named Corporation, and personally acknowledged to and before me that they executed such instrument as their 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 the instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.
WITNESS my hand and official seal, this 17th day of December, 1972.
My Commission Expires: 8/1/73
Notary Public, State of Florida of Large

SURVEYOR'S CERTIFICATE

I, the undersigned registered land surveyor, hereby certify that this plat is a correct and true representation of the land described and shown, to the best of my knowledge and belief; and that all requirements and conditions have been placed as required by the City of North Port Charlotte, Sarasota County, Florida, in the Statutes of the State of Florida pertaining thereto.
Date of this 6 day of Nov, 1972
James Edward Clark
Registered Land Surveyor
Florida Certificate No. 1000

CERTIFICATE OF APPROVAL OF CITY PLANNING ADVISORY BOARD

STATE OF FLORIDA) SS
COUNTY OF SARASOTA)
It is hereby certified that this plat has been officially approved for record by the 23 day of June, 1972
City of North Port Charlotte
Planning Advisory Board By: *Richard C. Coffey*

CERTIFICATE OF APPROVAL OF CITY COMMISSION

STATE OF FLORIDA) SS
COUNTY OF SARASOTA)
It is hereby certified that this plat has been officially approved for record by the 19 day of June, 1972
City of North Port Charlotte, Sarasota County, Florida
Approved: *Richard W. Zinn* City Clerk, *Johnnie* Mayor

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA) SS
COUNTY OF SARASOTA)
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 Statutes of Florida pertaining to maps and plats, and that this plat has been filed in the Plat Book 19 of the State of Florida in accordance with the Statutes of the State of Florida, this 17th day of December, 1972.
R.W. ZINN, Clerk
Sarasota County, Florida
By: *James Edward Clark* Registered Land Surveyor

CERTIFICATE OF COUNTY COMMISSION

STATE OF FLORIDA) SS
COUNTY OF SARASOTA)
It is hereby certified that this plat has been officially approved for record as meeting the requirements of the Florida Statutes, by the Board of County Commission of the County of Sarasota, Florida, this 17th day of December, 1972. There is no way to construe or interpret this plat contrary to the Subdivision Regulations of Sarasota County.
James Edward Clark Registered Land Surveyor
Richard W. Zinn County Clerk
Johnnie Mayor
County Engineer Planning Director County Attorney Chairman

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
PARCEL IDENTIFICATION NO. 1129233724

This *Agreement for Purchase and Sale 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, whose address is 1100 N. Chamberlain Blvd, North Port, FL 34286 ("Buyer"), and Tortuga Properties, Inc., a dissolved Florida corporation ("Seller"), whose address is C/O Mrs. Diana Clark 114 Bougainvillea Dr Rockledge, FL 32955-2403.

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. SALE OF PROPERTY

The Seller agrees to sell, assign, transfer, and convey to the Buyer, and the Buyer agrees to purchase from the Seller that certain real property ("Property") consisting of ± 17.433 acres (759,392 square feet) of land, described as:

Park areas adjacent to Yorkshire Street and Shortleaf Drive, and alleyways, all as shown on the Plat of Forty-Seventh Addition to Port Charlotte Subdivision, according to the map or Plat thereof, recorded in Plat Book 19, Pages 46, 46A through 44GG, of the Official Records of the Sarasota County Clerk of the Circuit Court,

Sarasota County Property Appraiser PID #1129233724,

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

3. AS-IS TITLE

- A. Conveyance of Title. Seller shall convey to Buyer, at closing, only such right, title, and interest as Seller may have in and to the Property, if any, by Warranty Deed.
- B. Buyer acknowledges and agrees that the Property is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," and that, except as expressly set forth in the Warranty Deed delivered at closing, Seller makes no representations or warranties of any kind, express or implied, regarding the physical condition, use, value, or suitability of the Property, including but not limited to warranties of merchantability or fitness for a particular purpose, whether arising by statute, common law, or otherwise.

Buyer further acknowledges that any warranties of title, if any, shall be solely those provided by the Warranty Deed and not by this Agreement, and all other warranties found in law are hereby expressly disclaimed.

- C. Title Matters. Buyer accepts title to the Property subject to all matters of record, including but not limited to easements, restrictions, covenants, conditions, reservations, rights-of-way, claims, and encroachments, whether or not same are shown by public records or a survey.
- D. Title Insurance. Buyer may, at Buyer's sole cost and expense, obtain title insurance for the Property. Seller shall have no obligation to cure, remove, or insure against any title exceptions or defects as a condition of closing.
- E. No Indemnification. Seller shall have no obligation to indemnify, defend, or hold Buyer harmless for any title defects, claims, or adverse matters affecting the Property, whether known or unknown.

4. PURCHASE PRICE

In consideration of the Seller conveying the Property to the Buyer, the Buyer shall pay to the Seller the sum of SIX THOUSAND and no/100 dollars (\$6,000.00) ("Purchase Price"), payable at closing.

5. EARNEST MONEY DEPOSIT

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

6. SELLER'S DISCLOSURES

Seller makes no representations or warranties regarding the condition of the Property and has no obligation to provide disclosures, reports, or documents. Buyer acknowledges Seller may have no knowledge regarding the Property.

7. SURVEY; ENCROACHMENTS; AS-IS ACCEPTANCE

- A. Survey. Buyer may, at Buyer's sole cost and expense, obtain a survey of the Property. Seller shall have no obligation to provide a survey, to update any existing survey, or to cure any matters disclosed by a survey.
- B. Encroachments and Survey Matters. Buyer acknowledges and agrees that all matters shown by a survey or inspection, including but not limited to encroachments, overlaps, boundary line disputes, shortages in area, easements, rights-of-way, and other matters, are accepted by Buyer AS IS, WHERE IS, WITH ALL FAULTS. Buyer expressly waives any claim, cause of action, or right to object arising from any survey or boundary matters, whether known or unknown.
- C. No Title Defect. Any matters disclosed by a survey shall not constitute a title defect, shall not give rise to a Seller default, and shall not obligate Seller to cure, remove, or otherwise address such matters as a condition of closing.
- D. Buyer's Sole Remedy. Buyer's sole remedy with respect to any survey or encroachment matters shall be Buyer's election to proceed to closing or terminate this Agreement prior to closing. In the event of termination, neither party shall have any further obligations under this Agreement, except as expressly provided herein.

8. CONDITION PRECEDENT - CITY COMMISSION APPROVAL

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

9. CLOSING

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

10. CLOSING COSTS AND DOCUMENTS

- A. The Buyer agrees to pay all reasonable closing costs. The Seller shall pay any outstanding ad valorem taxes due and payable through the date of closing.
- B. At closing, Seller shall execute and deliver to Buyer a Warranty Deed, together with such other customary closing documents as may be reasonably required to effectuate the conveyance.
- C. Buyer acknowledges and agrees that the Property is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," and that, except as expressly set forth in the Warranty Deed delivered at closing, Seller makes no representations or warranties of any kind, express or implied, regarding the physical condition, use, value, or suitability of the Property, including but not limited to warranties of merchantability or fitness for a particular purpose, whether arising by statute, common law, or otherwise.

Buyer further acknowledges that any warranties of title, if any, shall be solely those provided by the Warranty Deed and not by this Agreement, and all other warranties found in law are hereby expressly disclaimed.

11. ASSESSMENTS AND TAXES

Seller makes no representations or warranties regarding assessments; however, Seller shall pay any assessments that have become liens and are due and payable as of the closing date.

13. ENCUMBRANCES

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

14. DEFAULT; REMEDIES

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

15. NOTICES

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

If to Seller(s):	Mrs. Diana Clark 114 Bouganvillea Dr Rockledge, FL 32955-2403
If to Buyer:	City of North Port, Florida Road and Drainage District 1100 N. Chamberlain Blvd North Port, FL 34286
With copy to:	City of North Port, Florida City Attorney 4970 City Hall Blvd. North Port, FL 34286

16. RECORDING

The parties agree that before the recording of the deed can take place, funds provided shall be in one of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's

check drawn on a financial institution located in the State of Florida, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

17. MISCELLANEOUS

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

- I. Assignment. The Seller shall not assign this Agreement, or any interest therein or any right or privilege appurtenant thereto or to the Property without first obtaining the Buyer's written consent, which shall not be unreasonably withheld. The Buyer's consent to one assignment by a party other than the Seller shall not be consent to any subsequent assignment by any other person. Any unauthorized assignment shall be void and shall terminate this Agreement at the Buyer's option. Subject to the terms of the preceding sentence, all terms of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representative, heirs, successors, and assigns.

- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

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

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

SELLER
TORTUGA PROPERTIES, INC.

[Signature]

Witness No. 1

[Signature]

Signature of Diana Clark, President

Dennis J. Hildebrand

Printed Name

1380 N. Courtney Pkwy
Address Merritt Island, FL 32953

[Signature]

Witness No. 2

Nancy New

Printed Name

1380 N. Courtney Pkwy
Address Merritt Island, FL 32953

ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on February 2, 2026, by DIANA CLARK.

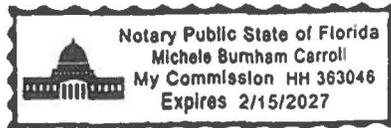
[Signature]

Notary Public – State of Florida

Personally Known OR Produced Identification

Type of Identification Produced FLDL

Notary Public – State of Florida



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 March 24, 2026.

**BUYER
NORTH PORT ROAD AND DRAINAGE DISTRICT**

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