



City of North Port

RESOLUTION NO. 2026-R-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, AUTHORIZING A CORRECTIVE DEED IN 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 AS PREVIOUSLY ADOPTED THROUGH RESOLUTION NO. 2025-R-21; 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 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, on April 8, 2025, the City Commission of the City of North Port, Florida, adopted Resolution 2025-R-21, accepting conveyance of certain real property from WVLP, and authorizing the conveyance of ±63 acres of real property to an affiliate of the WVLP and on May 14, 2025, the Warranty Deed conveying the ±63 acres of real property was recorded in Instrument # 2025074732, Official Records of Sarasota County, Florida; and

WHEREAS, the Commission desires to correct a deficiency in the deed conveying the ±63 acres of real property to ensure compliance with Florida Statutes Section 270.11 and to elect to not reserve and to

forever release, remise, and waive all rights of entry and rights to mine and develop said property arising under § 270.11, Florida Statutes ; and

WHEREAS, the City Commission finds that the property 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.

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 – AUTHORIZING THE CONVEYANCE OF ±63 ACRES OF REAL PROPERTY

2.01 The City Commission hereby authorizes the recording of a Corrective Warranty Deed pertaining to the conveyance of real property and release and waiver of all rights of entry and rights to mine, and develop said property arising under § 270.11, Florida Statutes 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.

2.02 The City Commission accepts the transfer of ownership to this property thereon via the *Corrective Warranty Deed* attached as Exhibit A.

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

SECTION 3 – FILING OF DOCUMENTS

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

SECTION 4 – CONFLICTS

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

SECTION 5 – SEVERABILITY

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

SECTION 6 – EFFECTIVE DATE

- 6.01 This resolution takes effect immediately.

ADOPTED by the City Commission of the City of North Port, Florida, in public session on May 19, 2026.

CITY OF NORTH PORT, FLORIDA

PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

EXHIBIT A TO RESOLUTION 2026-R-35

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

Prepared by and return to:

Andrew J. Davis
Mattamy Homes Legal Department
4901 Vineland Road, Suite 450
Orlando, Florida 32811

CONSIDERATION \$10.00
RECORD \$ _____

PARCEL ID NO.: 0797001100

Note to Recording Clerk: This *Corrective Warranty Deed* is executed to correct the inadvertent omission of the Grantor’s express release of all rights of entry and all rights to mine and develop the subject property under § 270.11, Florida Statutes, as set forth in that certain Warranty Deed recorded as Instrument No. 2025074732 on May 14, 2025, in the Public Records of Sarasota County, Florida.

CORRECTIVE WARRANTY DEED

THIS INDENTURE is made on _____, 202__, 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. **Grantor does hereby elect to not reserve and to forever release, remise, and waive all rights of entry and rights to mine and develop said property arising under § 270.11, Florida Statutes.**

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 Fuino, B.C.S.
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 _____ 202__ 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"
TO CORRECTIVE WARRANTY DEED

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.