

TEMPORARY USE AND OCCUPANCY AGREEMENT

This Temporary Occupancy and Use Agreement (“Agreement”) is made by and between the **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district of the State of Florida (“**District**”) and the **CITY OF NORTH PORT, FLORIDA**, an incorporated municipality in the State of Florida (“**City**”) (collectively, the Parties”).

RECITALS

WHEREAS, on November 12, 2024, the Parties and Wellen Park, LLLP (“WVLP”) entered into the “*Amendment and Restatement of West Villages Developer Agreement (Post Annexation)*” (the “**Developer Agreement**”) which requires District to (i) construct a fire station; (ii) purchase or otherwise acquire associated vehicles and equipment; and (ii) convey the fire station, as well as associated vehicles and equipment, and all associated warranties to the City (the real property and improvements, associated vehicles and equipment together referred to as “Fire Station No. 2”); and

WHEREAS, the facility identified in the Developer Agreement as “Fire Station No. 2” is now known as “Fire Station No. 87”; and

WHEREAS, the District currently owns Fire Station No. 87 and the real property upon which it is located pending Conveyance pursuant to the Developer Agreement; and

WHEREAS, Fire Station No. 87 has or will imminently receive a temporary certificate of occupancy, but has not reached Final Completion, as defined in Section 9.6 of the Developer Agreement; and

WHEREAS, Section 9.7(a) of the Developer Agreement authorizes the District, upon mutual agreement of the Parties, to permit the City to access and use Fire Station No. 87 (the real property, as well as all associated vehicles, equipment, infrastructure, and improvements is hereinafter together referred to as “Fire Station No. 87”) pursuant to a temporary certificate of occupancy prior to Final Completion and formal Conveyance; and **WHEREAS**, the Parties desire to authorize the City to access, open, occupy, operate, and fully use Fire Station No. 87 upon the execution of this Agreement through the date of formal Conveyance pursuant to Article 9 of the Developer Agreement.

AGREEMENT

1. **Recitals**: The foregoing recitals are true and correct and incorporated herein by reference.
2. **Incorporation of Developer Agreement**: Unless otherwise expressly defined in this Agreement, all capitalized terms used herein shall have the meanings ascribed to them in the Developer Agreement. The interpretive provisions, construction provisions, and other applicable terms of the Developer Agreement are hereby incorporated into this Agreement by reference as though fully set forth herein.

Except as expressly provided herein, the Developer Agreement remains in full force and effect. In the event of any conflict between the terms of this Agreement and the Developer Agreement, the terms, conditions, and provisions of the Developer Agreement control and take precedence.

3. **Temporary Occupancy and Use**: Pursuant to Section 9.7(a) of the Developer Agreement, the District authorizes the City to access, open, occupy, and fully use Fire Station No. 87 pursuant to the temporary certificate of occupancy issued.

- a. Such access and use includes the City's full intended operational use of Fire Station No. 87 as a functioning fire rescue station, including without limitation, fire rescue operations, emergency response services, training, administration, storage, staging, housing of personnel, and operation of all associated apparatuses, vehicles, equipment, and FF&E, from the date of issuance of the temporary certificate of occupancy until Conveyance pursuant to Article 9 of the Developer Agreement.
4. **Title and Continuing Obligations:** The Parties acknowledge and agree that:
 - a. Title to all matters required to be conveyed pursuant to the Developer Agreement shall remain with the District until formally Conveyed in accordance with Article 9 of the Developer Agreement;
 - b. The District remains responsible for satisfying all requirements necessary for Final Completion and Conveyance pursuant to the Developer Agreement; and
 - c. Nothing in this Agreement shall relieve, modify, waive, or otherwise affect any obligation, duty, requirement, representation, warranty, or liability of the District or WVLP under the Developer Agreement, except as expressly stated herein.
5. **Operations During Temporary Occupancy:** During the term of this Agreement:
 - a. The City shall be responsible for routine operational and maintenance costs associated with its use of Fire Station No. 87; and
 - b. The District shall remain responsible for all other construction-related costs and expenses as outlined in the Developer Agreement.
6. **No Final Completion or Acceptance.** The Parties acknowledge and agree that:
 - a. The City's occupancy and use shall not constitute Final Completion under the Developer Agreement;
 - b. The City's occupancy and use shall not constitute acceptance of any matter required to be Conveyed, completed, or delivered pursuant to the Developer Agreement; and
 - c. The City's occupancy and use shall not constitute waiver of any rights or remedies available to the City under the Developer Agreement or applicable law.
7. **Conveyance Requirements:** The Parties acknowledge and agree that the City shall have no obligation to take any action, including scheduling or consideration of any matter before the City Commission, unless and until the District has satisfied all requirements in the Developer Agreement, including Article 9 and delivery of all required warranties, documents, and other conveyance materials.
8. **Term:** This Agreement shall become effective upon execution by all Parties and shall terminate upon Conveyance of Fire Station No. 87 pursuant to Article 9 of the Developer Agreement.
9. **Indemnification:** Subject to the limitations of Section 768.28, Florida Statutes, the City agrees to protect, indemnify, and hold the District harmless from and against any liability, cost, damages, and expenses attributable to the City's failure to comply with the terms of the Agreement or the City's sole negligence or willful misconduct. Nothing herein shall be construed as consent by the City to be sued by third parties, or as a waiver or modification of the provisions or limits of Section 768.28, Florida Statutes or the Doctrine of Sovereign Immunity.

10. **Notices:** Except as specified elsewhere in this Agreement, all notices provided in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested, to the following. A Party may update its notice information by providing written notice to the other Party.

For the City of North Port, Florida:
City of North Port, Florida
ATTN: City Manager
4970 City Hall Blvd.
North Port, Florida, 34286

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

and a copy to:
North Port Fire Rescue
ATTN: Fire Chief
4980 City Hall Blvd.
North Port, Florida 34286
stitus@cityofnorthport.com
(941) 240-8150

For West Villages Improvement District:
West Villages Improvement District
c/o Special District Services, Inc.
ATTN: District Manager, Todd Wodraska
2501A Burns Road
Palm Beach Gardens, Florida 33410
(561) 630-4922
TWodraska@sdsinc.org

with a copy to:
Kutak Rock
ATTN: Lindsay C. Whelan
Counsel for the District
107 West College Avenue
Tallahassee, Florida 32301
850-692-7300
lindsay.whelan@kutakrock.com

11. **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. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. 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. Attorney Fees. If the City or the District are required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the prevailing Party in such suit will be entitled to recover all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs, through all proceedings (at both trial and appellate levels).
- e. 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.

- f. 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.
- g. 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.
- h. Complete Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the temporary occupancy and use of Fire Station No. 87 and supersedes all prior negotiations, correspondence, or understandings solely relating to such temporary occupancy and use. The Developer Agreement remains in full force and effect and is not superseded, amended, or modified by this Agreement except as expressly provided herein.
- i. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District and their respective successors and assigns. No right or cause of action will accrue upon or by any reason, to or for the benefit or any third party not a party to this Agreement. Nothing in this Agreement expressed or implied is intended or will be construed to confer upon any person or corporation other than the parties listed in this Section any right, remedy, or claim under or by any reason of this Agreement or any of the provisions or considerations of this Agreement.
- j. 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 the 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 the City's financial obligations under this Agreement.
- k. Assignment. The Parties will not assign this Agreement or any right or responsibility herein unless with the written consent of each other Party. The Parties will consider any proposed assignment upon request of a Party.
- l. 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. The Contractor shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

Approved by the City Commission of the City of North Port, Florida on June 9, 2026.

CITY OF NORTH PORT, FLORIDA

By: _____

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

IN WITNESS WHEREOF, West Villages Improvement District, an independent district of the State of Florida, has caused this Agreement to be executed as of the date indicated.

WEST VILLAGES IMPROVEMENT DISTRICT, an independent district of the State of Florida

By: _____
Print name: _____
As its: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026 by _____, as _____ of **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent district of the State of Florida, on behalf of the district. The above named person 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 _____.