



## City of North Port

### RESOLUTION NO. 2023-R-38

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, ACCEPTING THE CONVEYANCE OF A WATER TREATMENT PLANT, ASSOCIATED WARRANTIES, AND INTANGIBLE PROPERTY, AS WELL AS ±6.80 ACRES OF REAL PROPERTY LOCATED NORTH OF MANASOTA BEACH ROAD AND DESCRIBED AS A TRACT OF LAND LYING IN SECTION 9, TOWNSHIP 40 SOUTH, RANGE 20 EAST, BEARING SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 0809060100; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on September 10, 2019, the City of North Port, Florida entered into the *2019 Amended and Restated Utilities Agreement* ("Utilities Agreement") with West Villages, LLLP ("WVLP") and West Villages Improvement District ("WVID") requiring WVID to construct a water treatment plant on its property and convey the water plant, the land, and the related facilities, equipment, and warranties to the City; and

**WHEREAS**, West Villages Construction, LLLP, a legal entity wholly owned by WVLP, has constructed the water treatment plant, infrastructure, and other improvements on property owned by Manasota Beach Ranchlands, LLLP, a legal entity wholly owned by WVLP; and

**WHEREAS**, Garney Companies, Inc. provided construction services for the water treatment plant and provided related warranties; and

**WHEREAS**, the City has accepted final completion of the operational water treatment plant; and

**WHEREAS**, Manasota Beach Ranchlands, LLLP, has conveyed the water treatment plant, infrastructure, and other improvements to WVID; and

**WHEREAS**, WVID desires to convey the water treatment plant, the land, infrastructure, the related facilities, and equipment, and assign related warranties to the City; and

**WHEREAS**, the City Commission of the City of North Port, Florida finds that this conveyance satisfies WVID's and WVLP's obligations under the Utilities Agreement with respect to the *Water Plant*, as the Utilities Agreement defines that phrase; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA:**

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 – RESOLUTION**

2.01 The real property at issue is ±6.80 acres of real property described as a tract of land lying in Section 9, Township 40 South, Range 20 East, bearing Sarasota County Property Appraiser Parcel Identification Number 0809060100, located North of Manasota Beach Road in the City of North Port, and legally described as:

Tract 101 of the Manasota Beach Ranchlands Plat No. 2, a Subdivision, recorded in Plat Book 56, Page 254, Public Records of Sarasota County, Florida (instrument no. 2022099699).

2.02 The City Commission accepts the transfer of ownership to this property and the improvements (including the water treatment plant) thereon via the *Warranty Deed* attached as Exhibit 1. This acceptance is based on WVID’s assurances in the Estoppel Letter attached as Exhibit 2.

2.03 The City Commission’s acceptance in Section 2.02 is further based on the assurances in the *Indemnity Agreement* between Manasota Beach Ranchlands, LLLP; Wellen Park Construction, LLLP; West Villages Improvement District; and the City, attached as Exhibit 3. The City Commission approves this agreement and authorizes the City Manager to execute it.

2.04 The City Commission accepts the transfer of ownership to the personal property related to the water treatment plant via the *Bill of Sale* attached as Exhibit 4.

2.05 The City Commission approves and authorizes the Mayor to execute the *Assignment and Assumption of Warranties and Intangible Property* between the City; Main Street Ranchlands, LLLP; Wellen Park Construction, LLLP; and Willis A. Smith Construction, attached as Exhibit 5.

2.06 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 *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 West Villages Improvement District 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 \_\_\_\_\_, 2023.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
BARBRA LANGDON  
MAYOR

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY

CONSIDERATION \$  
DOC TAX \$0.70  
RECORD \$18.50

PARCEL ID NO. 0809060100

Prepared by and return to:



200 South Orange Avenue  
Sarasota, Florida 34236  
(941) 366-4800  
Attention: Patrick W. Ryskamp, Esq.

## WARRANTY DEED

**This Indenture** made this \_\_\_ day of \_\_\_\_\_, 202\_\_ by and between WEST VILLAGES IMPROVEMENT DISTRICT, an independent district of the State of Florida, hereinafter referred to as Grantor, whose post office address is c/o Special District Services, Inc., 2501 Burns Road, Palm Beach Gardens, Florida 33410, and CITY OF NORTH PORT, FLORIDA, an incorporated municipality located within the State of Florida, hereinafter referred to as Grantee, whose address is 4970 City Hall Boulevard, North Port, FL 34286.

**Witnesseth:** Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, his heirs and assigns forever, the following described property situate in Sarasota County, Florida:

Tract 101, MANASOTA BEACH RANCLANDS PLAT NO. 2, a  
Subdivision, according to the plat thereof recorded in Plat Book 56, Page  
254, of the Public Records of Sarasota County, Florida.

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

*[Signature page follows]*

**In Witness Whereof**, Grantor has caused this deed to be executed in its name by its undersigned duly authorized officer the date above written.

WITNESSES:

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

By: \_\_\_\_\_

Print name : \_\_\_\_\_

As its: \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

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 \_\_\_\_\_ 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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on \_\_\_\_\_.

WEST VILLAGES IMPROVEMENT DISTRICT - WATER TREATMENT PLANT (WTP)  
ESTOPPEL LETTER

DATE: 4/18/2023

OWNER: **Manasota Beach Ranchlands LLLP**

NOTE: \* **This Property is being conveyed to the West Villages Improvement District (WVID) and then the WVID is subsequently conveying it to the City of North Port.**

LOT:	Tract 101, MANASOTA BEACH RANGLANDS PLAT NO. 2, a Subdivision, according to the plat thereof recorded in Plat Book 56, Page 254, of the Public Records of Sarasota County, Florida.	
LOT TYPE:	Water Treatment Plant (WTP)	
FOLIO NUMBER:	809060100	

<b>CURRENT OUTSTANDING WVID DEBT ASSESSMENT FOR THE WTP:</b>	<b>\$0.00</b>
Note: This property is not part of any WVID Bond issues and therefore has no debt assessment or balance.	

<b>CURRENT OUTSTANDING WVID OPERATION &amp; MAINTENANCE ASSESSMENT FOR THE WTP :</b>	<b>\$0.00</b>
Note: This property is currently owned by the WVID and therefore has no Operations or Maintenance assessments from WVID.	

<b>ESTOPPEL FEE:</b>	<b>\$0.00</b>
----------------------	---------------

<b>TOTAL DUE:</b>	<b>\$0.00</b>
-------------------	---------------

<b>PAYABLE TO WEST VILLAGES ID:</b>	<b>\$0.00</b>
-------------------------------------	---------------

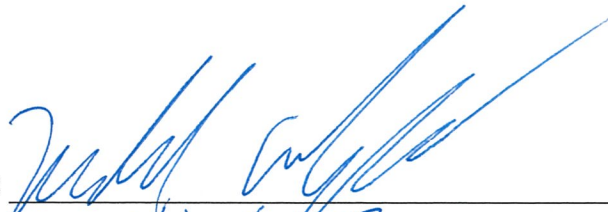
<b>PAYABLE TO SPECIAL DISTRICT SERVICES, INC:</b>	<b>\$0.00</b>
---	---------------

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

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

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

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

Signed:   
Date: 4/18/23

## INDEMNITY AGREEMENT

**THIS INDEMNITY AGREEMENT (“Agreement”)** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023 by **MANASOTA BEACH RANGLANDS, LLLP**, a Florida limited liability limited partnership (“**Partnership**”) and **WELLEN PARK CONSTRUCTION, LLLP**, a Florida limited liability partnership (“**Wellen Park**”) (collectively, “**Indemnitors**”), in favor of the **CITY OF NORTH PORT, FLORIDA**, a political subdivision of the State of Florida (the "**City**") and **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district of the State of Florida (“**WVID**”, and together with the City, “**Indemnities**”).

### RECITALS:

A. On November 8, 2019, Wellen Park and Garney Companies, Inc., a Missouri corporation, entered an Agreement Between Owner and Construction Manager (“**Construction Contract**”) for the construction of a water treatment plant located on that certain real property located in Sarasota County, Florida, more particularly described in Exhibit A (the “**Property**”).

B. On April 25, 2018, Garney Companies, Inc., a Florida corporation (“**Contractor**”), recorded a performance bond in the Official Records as Instrument Number 2018053365, Public Records of Sarasota County, Florida (the “**Performance Bond**”).

C. The contracted work evidenced by the Performance Bond pertains to work performed by Contractor on the Property.

D. As of the date set forth above, the remaining unpaid balance and retainage for the construction contract which is the subject of the Performance Bond is approximately \$1,386,769.81.

E. As of the date set forth above, Partnership intends to convey the Property to WVID and WVID intends to convey the Property to the City.

F. Indemnitors have agreed to indemnify Indemnities as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated as a part of this Agreement.

2. Indemnity. Indemnitors agree to pay, protect, defend, indemnify, hold, and save harmless Indemnities from and against any and all loss, costs, damages, attorneys’

fees and expenses of any kind and nature, which Indemnities may suffer, expend, or incur by reason of Indemnitors' failure to make any payment under the Construction Contract which is the subject of the Performance Bond. For the avoidance of doubt, it is the intent of the parties that all loss, cost, or expense relating to mechanics' liens in connection with the work that is the subject of the Performance Bond will be borne by Indemnitors, and not by Indemnities.

3. Affidavit and Release of Lien. Upon completion of the work evidenced by the Performance Bond and receipt of Wellen Park's final payment due to Contractor, Wellen Park shall cause Contractor to provide a final contractor's affidavit and release of lien. Wellen Park will submit Contractor's affidavit and release of lien to the City within ten (10) business days of receipt.

4. Authority to Execute Agreement. Indemnitors warrant that the person signing this Agreement has full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

5. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue for any action pertaining to this Agreement shall be in Sarasota County, Florida.

6. 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. This Agreement may contain more than one counterpart of the signature page, and this Agreement may be executed by the affixing of the parties' signatures to one or more of such counterpart signature pages; all such counterpart signature pages will be read as though one, and they will have the same force and effect as though all of the signatories have signed a single signature page.

7. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

8. 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.

9. 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.

10. Assignment. Indemnitors shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

11. 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.

*[Signature pages follow]*

IN WITNESS WHEREOF, Partnership has executed this Agreement as of the day and year indicated.

**MANASOTA BEACH  
RANGLANDS, LLLP**, a Florida  
limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a  
Delaware limited liability company, as  
General Partner

By: Thomas Ranch Manager, LLC, a  
Delaware limited liability company,  
as Manager

By: \_\_\_\_\_  
Richard P. Severance, as its Vice  
President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by Richard P. Severance, as Vice President for Thomas Ranch Manager, LLC, a Delaware limited liability company and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and the General Partner of MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership, on behalf of the companies and the partnership.

\_\_\_\_\_  
Notary Public

\_\_\_ Personally Known OR \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

IN WITNESS WHEREOF, Wellen Park has caused this Agreement to be executed as of the date indicated.

**WELLEN PARK:**

**WELLEN PARK CONSTRUCTION, LLLP**, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By: \_\_\_\_\_  
Richard P. Severance,  
as its Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by Richard P. Severance, as Vice President for Thomas Ranch Manager, LLC a Delaware limited liability company and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and the General Partner of WELLEN PARK CONSTRUCTION, LLLP, a Florida limited liability limited partnership, on behalf of the companies and the partnership.

\_\_\_\_\_  
Notary Public

\_\_\_ Personally Known OR \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

APPROVED by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 202\_\_.

**THE CITY OF NORTH PORT, FLORIDA**

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CA, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY

IN WITNESS WHEREOF, WVID 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 \_\_\_\_\_, 202\_\_ 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 \_\_\_\_\_.

## **EXHIBIT A**

Tract 101, MANASOTA BEACH RANGLANDS PLAT NO. 2, a Subdivision, according to the plat thereof recorded in Plat Book 56, Page 254, of the Public Records of Sarasota County, Florida.

7076650.v4

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent district of the State of Florida, whose address is c/o Special District Services, Inc., 2501 Burns Road, Palm Beach Gardens, Florida 33410 ("**WVID**") paid by **CITY OF NORTH PORT, FLORIDA**, an incorporated municipality located within the State of Florida, whose address is 4970 City Hall Boulevard, North Port, FL 34286 (the "**City**"), for good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the City, its successors and assigns, the following described property, assets and rights, to-wit:

1. The infrastructure and improvements more particularly described in **Exhibit A**, attached hereto and made a part hereof.

all located on portions of the real property described in **Exhibit B**, attached hereto and made a part hereof, situated, lying and being in Sarasota County, Florida.

TO HAVE AND TO HOLD all of the foregoing unto the City, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims, or liens.

AND WVID does hereby covenant to and with City, its successors, and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that WVID has good right to sell said personal property and assets; that all contractors, subcontractors, and materialmen furnishing labor or materials relative to the construction of the personal property and assets have been paid in full, except for work performed under the contract referenced by that certain Performance Bond recorded in the Official Records as Instrument Number 2018053365, Public Records of Sarasota County, Florida, which is the subject of an indemnity agreement between Manasota Beach Ranchlands, LLLP, a Florida limited liability partnership; Wellen Park Construction, LLLP, a Florida limited liability limited partnership; WVID; and the City; and that WVID will warrant and defend the sale of its said personal property and assets hereby made, unto the City, its successors, and assigns, against the lawful claims and demands of all persons whosoever.

IN WITNESS WHEREOF, WVID has caused this instrument to be executed in its name  
this \_\_\_ day of \_\_\_\_\_ 202\_\_.

WITNESSES:

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

By: \_\_\_\_\_

Print name : \_\_\_\_\_

As its: \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

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 \_\_\_\_\_ 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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on \_\_\_\_\_.



**EXHIBIT A**

[See attached]

**EXHIBIT B**

Tract 101, MANASOTA BEACH RANGLANDS PLAT NO. 2, a Subdivision, according to the plat thereof recorded in Plat Book 56, Page 254, of the Public Records of Sarasota County, Florida.

**ASSIGNMENT AND ASSUMPTION OF WARRANTIES  
AND INTANGIBLE PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY (this “**Assignment**”), made as of this \_\_\_ day of \_\_\_\_\_ 2023 by and between **MANASOTA BEACH RANGLANDS, LLLP**, a Florida limited liability limited partnership (“**MBR**”); **WELLEN PARK CONSTRUCTION, LLLP**, a Florida limited liability limited partnership (“**Wellen Park**”); **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent district of the State of Florida (“**WVID**”); the **CITY OF NORTH PORT, FLORIDA**, a political subdivision of the State of Florida (“**Assignee**”); and **GARNEY COMPANIES, INC.**, a Missouri corporation (“**Contractor**”).

RECITALS:

A. Contractor has provided construction services to Wellen Park pursuant to a contract for the provision of such services, attached hereto as Exhibit A (the “**Construction Contract**”), as amended from time to time, in connection with its construction of a water treatment plant (the “**Improvements**”) on that certain real property owned by MBR and located in Sarasota County, Florida, more particularly described in Exhibit B (the “**Property**”).

B. As of the date set forth above, MBR intends to convey to WVID, which thereafter intends to convey to Assignee, and Assignee intends to accept, the Property and Improvements.

C. As part of that acquisition, MBR, WVID, and Wellen Park (collectively “**Assignors**”) intend to assign all warranties, including those provided in the Construction Contract, to Assignee. Assignors further intend to assign all rights to the engineering and architectural plans, specifications and agency permits.

D. Contractor acknowledges that the warranties are freely assignable and has no objection to the assignment of the warranties to Assignee.

NOW THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree, and Contractor acknowledges, as follows:

1. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that Assignee is acquiring or has acquired the Improvements constructed by Contractor pursuant to the Construction Contract, from Assignors. Contractor acknowledges and agrees that, based upon its consent herein, all warranties, whether statutory or contractual, are assignable to Assignee and has no objection to Assignors assigning to Assignee such warranties.

2. **ASSIGNMENT AND ASSUMPTION.**

(a) Assignment of Construction Warranties. To the extent of their respective interests, Assignors hereby assign and transfer to Assignee all of Assignors' right, title and interest, if any, in, to, and under any guaranties or warranties issued with respect to the Property by Contractor under the Construction Contract and as set forth in the warranties and guarantees attached as Exhibit C. Contractor hereby agrees to fulfill such warranties pursuant to the terms of Exhibit C and Florida law. Assignee hereby acknowledge that Contractor's consent to the assignment of such warranties does not create any new or additional warranty obligations on the part of Contractor or otherwise expand the scope of the warranties given to Assignor by Contractor.

(b) Assignment of Permits and Licenses. To the extent of their respective interests, Assignors hereby assign and transfer to Assignee all of Assignors' right, title and interest, if any, in, to, and under licenses, approvals, certificates, consents, authorizations, variances, waivers, permits, and entitlements relating to the Property; and

(c) Assignment of Plans and Drawings. To the extent of their respective interests, Assignors hereby assign and transfer to Assignee all of Assignor's right, title and interest, if any, in, to, and under the plans and specifications, drawings, and prints describing the Property, prepared by Kimley-Horn and Associates, Inc., as set forth in Exhibit D (collectively, the "**Intangible Property**"), to the extent assignable and relating to the Property.

(d) Assumption. Assignee hereby accepts the foregoing assignments.

(e) Mutual Cooperation. Assignors and Assignee will each cooperate with each other, their employees, and agents to facilitate the purpose and intent of this Assignment including, without limitation, providing of information and documentation that may be reasonably required for the enforcement of the rights and interests assigned hereby—all without the obligation to expend any more than nominal funds in doing so.

3. **AUTHORITY TO EXECUTE AGREEMENT.** Assignors warrant that the person signing this Agreement has full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

4. **GOVERNING LAW AND VENUE.** This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida. The venue for any action pertaining to this Agreement shall be in Sarasota County, Florida.

5. **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. This Assignment may contain more than one

counterpart of the signature page, and this Assignment may be executed by the affixing of the parties' signatures to one or more of such counterpart signature pages; all such counterpart signature pages will be read as though one, and they will have the same force and effect as though all of the signatories have signed a single signature page.

6. **AMENDMENT.** No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

7. **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.

8. **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.

9. **ASSIGNMENT.** Assignors shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

10. **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.

*[Signature pages follow]*

IN WITNESS WHEREOF, Contractor has caused this Assignment to be executed as of the date indicated.

**CONTRACTOR:**

**GARNEY COMPANIES, INC.**, a Missouri corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_ (name), as \_\_\_\_\_ (title) for Garney Companies, Inc., a Missouri corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

\_\_\_ Personally Known OR \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

IN WITNESS WHEREOF, MBR has caused this Assignment to be executed as of the date indicated.

**MBR:**

**MANASOTA BEACH RANGLANDS, LLLP**, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By: \_\_\_\_\_  
Richard P. Severance,  
as its Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 202\_\_\_, by Richard P. Severance, as Vice President for Thomas Ranch Manager, LLC, a Delaware limited liability company and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and the General Partner of MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership, on behalf of the companies and the partnership.

\_\_\_\_\_  
Notary Public

\_\_\_ Personally Known OR \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

IN WITNESS WHEREOF, WVID has caused this Assignment 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 \_\_\_\_\_ 202\_\_ 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 \_\_\_\_\_.



IN WITNESS WHEREOF, Wellen Park has caused this Assignment to be executed as of the date indicated.

**WELLEN PARK:**

**WELLEN PARK CONSTRUCTION, LLLP**, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By: \_\_\_\_\_  
Richard P. Severance,  
as its Vice President

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by Richard P. Severance, as Vice President for Thomas Ranch Manager, LLC a Delaware limited liability company and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and the General Partner of WELLEN PARK CONSTRUCTION, LLLP, a Florida limited liability limited partnership, on behalf of the companies and the partnership.

\_\_\_\_\_  
Notary Public

\_\_\_ Personally Known OR \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

APPROVED by the City Commission of the City of North Port, Florida on \_\_\_\_\_  
\_\_\_\_\_, 202\_\_.

**ASSIGNEE:**

**THE CITY OF NORTH PORT, FLORIDA**

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

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY

**EXHIBIT A**

**Construction Contract between Manasota Beach Ranchlands, LLLP  
and Garney Companies, Inc.. for the Improvements**

[See attached]

## **EXHIBIT B**

### **Property Description**

Tract 101, MANASOTA BEACH RANGLANDS PLAT NO. 2, a Subdivision, according to the plat thereof recorded in Plat Book 56, Page 254, of the Public Records of Sarasota County, Florida.

**EXHIBIT C**

**Construction Warranties and Guarantees by Garney Companies, Inc.**

[See attached]

**EXHIBIT D**

**Plans and Specifications, drawings, and prints prepared by Kimley Horn and Associates, Inc.**

[See attached]

7076646.v4