



City of North Port

RESOLUTION NO. 2025-R-42

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 RADCLIFF AVENUE; DESCRIBED AS LOT 16, BLOCK 295, FIRST ADDITION TO PORT CHARLOTTE SUBDIVISION, IDENTIFIED AS PARCEL IDENTIFICATION NUMBER 0989029516; 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") owns and maintains Retention Ditch No. 150 on Radcliff Avenue ("R-150") and

WHEREAS, the District seeks to acquire real property identified as Parcel Identification No. 0989029516 ("the Parcel") to secure access to R-Ditch 150; and

WHEREAS, due to the growth of the City and the need to have access to R-150, the District must acquire vacant parcels to provide land access to maintain this critical structure; 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 drainage services within the District; and

WHEREAS, the identified real estate provides access to R-150; and

WHEREAS, the owner of the identified vacant parcel has agreed to sell the property to the District; and

WHEREAS, the District obtained an appraisal report identifying the fee simple market value of the property as of April 14, 2025, as \$28,500.00; and

WHEREAS, any outstanding taxes due on the Parcel will be prorated upon purchase by the District; and

WHEREAS, the City Commission, as the governing body of the District, finds that these properties satisfy 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 0989029516 located on Radcliff Avenue in the City of North Port, and legally described as:

Lot 16, Block 295, First Addition to Port Charlotte Subdivision, a Subdivision according to the plat thereof, as recorded in Plat Book 11, Page 29A thru 29J, 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 Transfer of ownership from the current property owner(s) to the North Port Road and Drainage District will be made via Warranty Deed.
- 2.04 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 negotiate, enter into, and consummate the proposed purchase of the Parcel for the price of \$30,000.00.
- 2.05 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 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 July 08, 2025.

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

PHIL STOKES
MAYOR

ATTEST

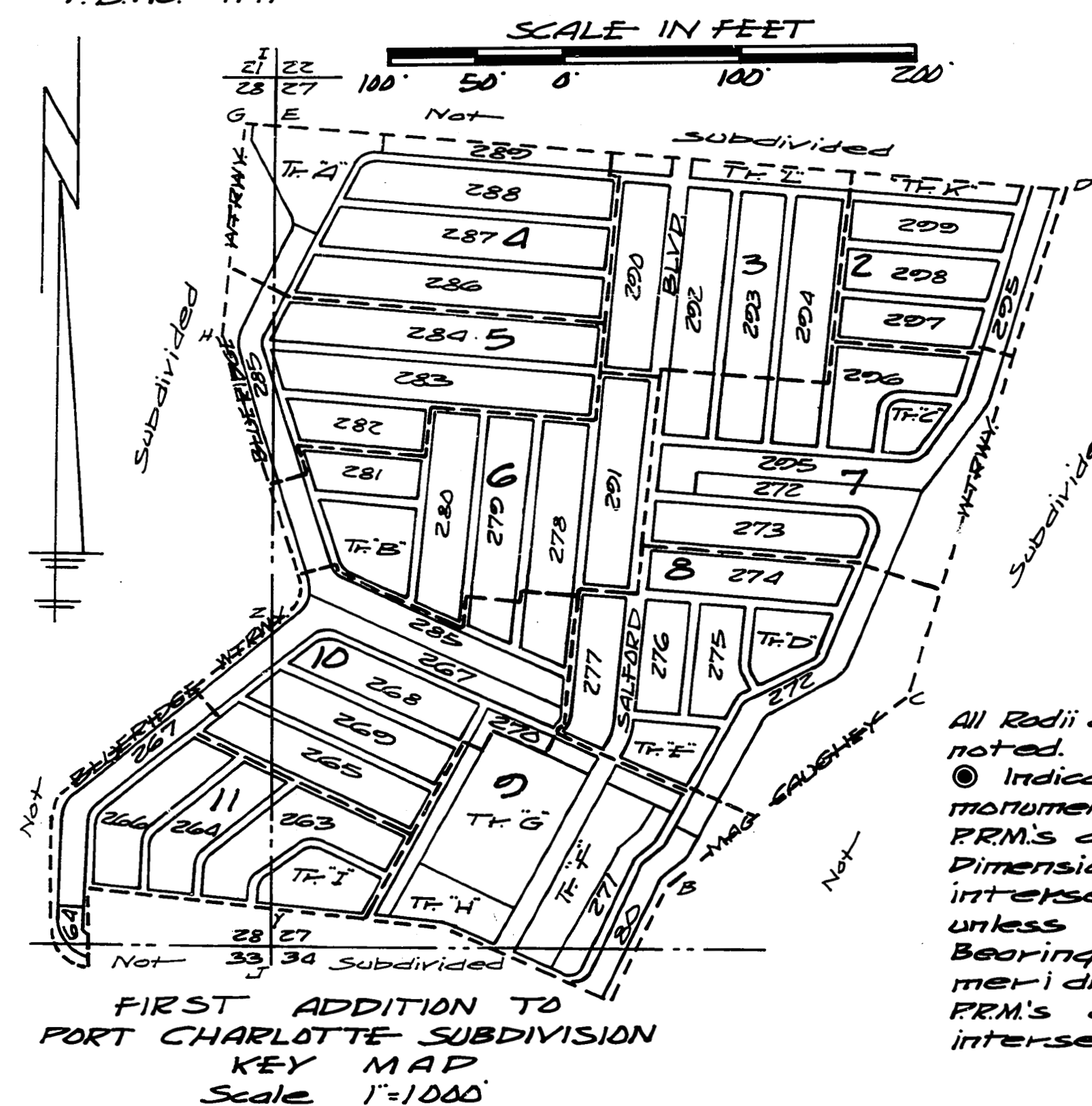
HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

**FIRST ADDITION TO
PORT CHARLOTTE SUBDIVISION**
A SUBDIVISION IN SECTIONS 27, 28, 33 & 34 - TWP. 30 S. - RANGE 21 E - AST
CITY OF NORTH PORT CHARLOTTE -
SARASOTA COUNTY - FLORIDA
SHEET 1 OF 11 SHEETS

BISCAYNE ENGINEERING COMPANY
ORDER NO. 32540 CIVIL ENGINEERS SCALE: 1"=100'
F.B. NO. 1147 MIAMI - FLORIDA NOV. 1959



Engineers Note:
All Radii are 25 feet unless otherwise noted.
● Indicates permanent reference monuments.
PRM's are 4x4x24 concrete monuments.
Dimensions on corner lots are to the intersection of block lines extended unless otherwise shown.
Bearings shown refer to an assumed meridian.
PRM's at block corners are at the intersection of block lines extended.

DESCRIPTION

That portion of Sections 27, 28, 33 and 34, Township 30 South, Range 21 East, Sarasota County, Florida, more particularly described as follows: Beginning at a point on the North line of said Section 33, said point lying 1047.05 feet West of the Northeast corner of said Section 33; thence run North 301.60 feet to a point; thence run S83°54'41"E 1053.82 feet to a point on the East line of said Section 28, said point being 108.30 feet North of the Southeast corner of said Section 28; thence continue S83°54'41"E 944.31 feet to the point of curvature of a curve to the right having a radius of 79.15 feet and a central angle of 21°16'22"; thence run South-eastwardly along the arc of said curve to the right 20.30 feet to the point of tangency; thence run S62°38'10"E 216.04 feet to a point on the South line of said Section 27 said point being 1150.74 feet East of the Southwest corner of said Section 27; thence continue S62°38'10"E 747.66 feet to a point; thence run N22°41'16"E 365.32 feet to a point on the North line of said Section 34, said point being 1064.60 feet East of the Northwest corner of said Section 34; thence continue N22°41'16"E 420 feet to a point; thence run N40°07'26"E 1776.75 feet to a point; thence run N16°05'38"E 3220.66 feet to a point; thence run N84°56'11"W 4360.53 feet to a point on the East line of said Section 28, said point being 315.78 feet South of the Northeast corner of said Section 28; thence continue N84°56'11"W 176.22 feet to a point; thence run S5°03'40"W 1320 feet to a point; thence run S17°13'17"E 1440.65 feet to the point of curvature of a curve to the right having a radius of 325 feet and a central angle of 64°53'37"; thence run Southwesterly along the arc of said curve to the right 368.10 feet to the point of tangency; thence run S47°40'20"W 76.05 feet to a point on the East line of said Section 28, said point being 1050.11 feet North of the Southeast corner of said Section 28; thence continue S47°40'20"W 1565.73 feet to the point of curvature of a curve to the left having a radius of 300 feet and a central angle of 47°40'20"; thence run Southwesterly along the arc of said curve to the left 249.61 feet to the point of tangency; thence run South 584.62 feet to the point of curvature of a curve to the left having a radius of 300 feet and a central angle of 70°31'44"; thence run Southeastwardly along the arc of said curve to the left 369.20 feet to a point; thence run North 123.05 feet to the Point of Beginning. Containing 431.27 acres more or less.

TOTAL LOTS PLATTED: 1118

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 by its duly elected Secretary, E.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, E.J. Mackle, acting by and with the authority of their board of directors, do hereby dedicate and set apart all of the Lanes, Road, Terraces, Streets, Avenues, Drives, Boulevards, 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, successors or assigns, for the purposes expressed: a 20 foot maintenance easement at the lot line abutting to and adjacent to all Canals, Waterways and Drainage Rights-of-Way; 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 practice 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 intended 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 23 day of Nov., AD 1959.

Attest: E.J. Mackle Secretary
E.J. Mackle

GENERAL DEVELOPMENT CORPORATION
By: F.E. Mackle Jr. President
F.E. Mackle Jr.

Attest: E.J. Mackle Secretary
E.J. Mackle

FLORIDA WEST COAST LAND COMPANY
By: F.E. Mackle Jr. Vice President
F.E. Mackle Jr.

STATE OF FLORIDA } ss. Before me, the undersigned Notary Public, personally COUNTY OF DADE } appeared F.E. Mackle Jr. President, and E.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 E.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 dedications, 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 23 day of Nov., AD 1959.
My Commission expires 7/13/63 Constance Rammel
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 COUNTY OF DADE } officially approved for record by the City Commission of the City of North Port Charlotte, Sarasota County, Florida this 23 day of Dec., AD 1959.

City Clerk: Joseph P. Sullivan Mayor Harry W. Hargis

CERTIFICATE OF APPROVAL OF COUNTY CLERK

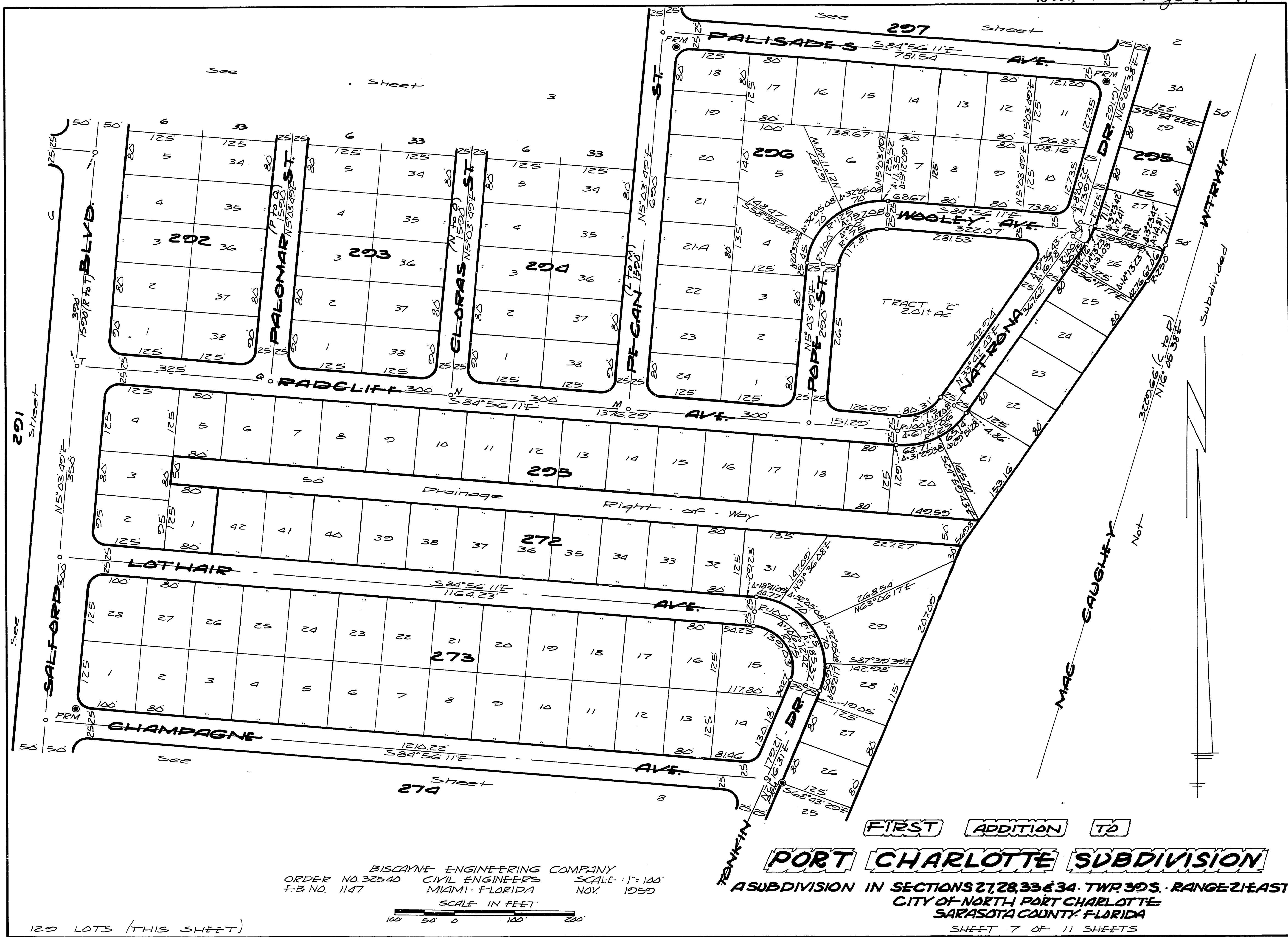
STATE OF FLORIDA } ss. I, W.A. Wynne, County Clerk of Sarasota County, Florida COUNTY OF SARASOTA } hereby certify that this plat has been examined and that it complies in form with all the requirements of the laws of Florida pertaining to maps and plats, and this plat has been filed for record in Plat Book 11 at Page 29, Public Records of Sarasota County, Florida this 23 day of Dec., AD 1959.

W.A. Wynne, Clerk
Sarasota County, Florida
By: W.R. Metman Deputy Clerk

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA } ss. I, the undersigned land surveyor, hereby certify COUNTY OF DADE } 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: Thomas J. Bennett Sec'y
Thomas J. Bennett
Registered Engineer No. 4081, Registered Surveyor No. 1125
STATE OF FLORIDA



BISCAYNE ENGINEERING COMPANY
ORDER NO. 32540 CIVIL ENGINEERS SCALE: 1" = 100'
F.B. NO. 1147 MIAMI - FLORIDA NOV. 1950
SCALE IN FEET
100 50 0 100 200

FIRST ADDITION TO
PORT CHARLOTTE SUBDIVISION
A SUBDIVISION IN SECTIONS 27, 28, 33 & 34, TWP. 30 S., RANGE 21 E.
CITY OF NORTH PORT CHARLOTTE
SARASOTA COUNTY, FLORIDA
SHEET 7 OF 11 SHEETS

120 LOTS (THIS SHEET)

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
PARCEL IDENTIFICATION NO. 0989029516

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 ("Buyer"), and Ivan Dankanich ("Seller"), whose address is 3160 Alesio Ave, North Port, FL, 34286-8919.

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 \pm 0.23 acres (10,000 square feet) of land, described as:

Lot 16, Block 295, 1st Addition to Port Charlotte Subdivision, according to the plat recorded in Plat Book 11, Pages 29A thru 29J, inclusive, of the Official Records of the Sarasota County Clerk of the Circuit Court,

Sarasota County Property Appraiser PID #0989029516

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, water, and mineral rights possessed by the 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. CLEAR AND MARKETABLE TITLE

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

B. Title Insurance.

- ☐ The Seller agrees to purchase title insurance.
- ☒ The Buyer agrees to purchase title insurance.
- ☐ The Buyer waives title insurance.

4. PURCHASE PRICE

In consideration of the Seller conveying the Property to the Buyer, the Buyer shall pay to the Seller the sum of **THIRTY THOUSAND** and no/100 dollars (\$30,000.00) ("Purchase Price"), payable at closing.

5. SELLER'S DISCLOSURES

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

6. SURVEY

- A. Applicable Survey. The parties agree that:

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

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

- B. Encroachments. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, the encroachments will constitute a title defect. The Buyer shall have the right to terminate this Agreement with written notice to the Seller within 14 calendar days of being notified of the title defect.

7. 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 ("City Commission") approving this Agreement.

8. 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.

9. CLOSING COSTS AND DOCUMENTS

The Buyer agrees to pay all reasonable closing costs. Taxes will be prorated as of the scheduled closing date. The purchase price will be disbursed to the Seller or the Seller's agent at the time of closing, except outstanding taxes, which, if due, will be withheld at closing. the Seller agrees to sign and provide a Warranty Deed and all other relevant closing documents at closing and acknowledge(s) that the closing and payment is contingent on the Seller's ability to convey clear, recordable, marketable, insurable, and complete title at the closing.

10. HAZARDOUS MATERIALS

The Seller warrants to the Buyer that to the best of the Seller's knowledge, information and belief, the Property has not nor being 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 Buyer under any applicable federal or state law. If the Buyer obtains an Environmental Site Assessment that confirms the presence of hazardous materials on the Property, then the Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement.

11. ASSESSMENTS AND TAXES

- A. Assessments. The Seller 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 Seller shall notify the Buyer of any unpaid assessments that are brought to the Seller's attention after the Effective Date.
- B. Outstanding Taxes and Other Charges. The Seller 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.

12. 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.

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 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. The Seller must 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.

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

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

SELLER


IVAN DANKANICH

5/30/25
Date


Witness No. 1

Anita K. Melkjorsen
Printed Name


Witness No. 2

Kerry Travilla-Bown
Printed Name

SWORN ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of May 2025, by Ivan Dankanich


Notary Public

☐ Personally Known OR ☒ Produced Identification

Type of Identification Produced FL DL

KERRY L. TRAVILLA-BOWN
Notary Public, State of Florida
My Comm. Expires Nov. 15, 2025
No. MN 198985

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 July 08, 2025.

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 GOLEN, CPM
INTERIM CITY ATTORNEY