



## City of North Port

### RESOLUTION NO. 2026-R-33

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA AS THE GOVERNING BODY OF THE NORTH PORT SOLID WASTE DISTRICT, AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED ON LANCEWOOD ROAD AND DESCRIBED AS LOT 14, BLOCK 2274, OF FORTY-SEVENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGE 46, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SARASOTA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER 1128227414; INCORPORATING RECITALS; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the North Port Solid Waste District, a special district of the City of North Port Florida (“the District”) seeks to acquire real property identified as Parcel Identification No. 1128227414 (“the Parcel”) to accommodate a parking and storage area for the future Solid Waste Transfer Station (“Transfer Station”) that will be constructed; and

**WHEREAS**, Section 66-88 of the Code of the City of North Port, Florida authorizes the District to acquire any 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 solid waste management services and facilities within the District; and

**WHEREAS**, the owner(s) of the identified vacant Parcel have agreed to sell the property to the District; and

**WHEREAS**, through a real estate consultant, the District obtained an appraisal report identifying the fee simple market value of the Parcel as of November 7, 2026 as \$9,000.00; and

**WHEREAS**, the current owner(s) will pay any outstanding taxes on the Parcel 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 SOLID WASTE 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 Solid Waste 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 1128227414 and located on Lancewood Road in the City of North Port, and legally described as:

Lot 14, Block 2274, of Forty-Seventh Addition to Port Charlotte Subdivision, a Subdivision according to the plat thereof, recorded in Plat Book 19, Page 46, 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 Solid Waste 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 Solid Waste District will be made via Warranty Deed.
- 2.04 The City Commission, sitting as the governing body of the North Port Solid Waste 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 \$10,000.00.
- 2.04 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 Solid Waste District in public session on July 7, 2026.

THE CITY COMMISSION OF THE CITY OF NORTH  
PORT, FLORIDA AS THE GOVERNING BODY OF THE  
NORTH PORT SOLID WASTE DISTRICT

---

PETE EMRICH  
MAYOR

ATTEST

---

HEATHER FAUST, MMC , FCPC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

---

MICHAEL FUINO, B.C.S  
CITY ATTORNEY

PLAT BOOK 19  
AND PAGE 46

400528

# 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

## 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.

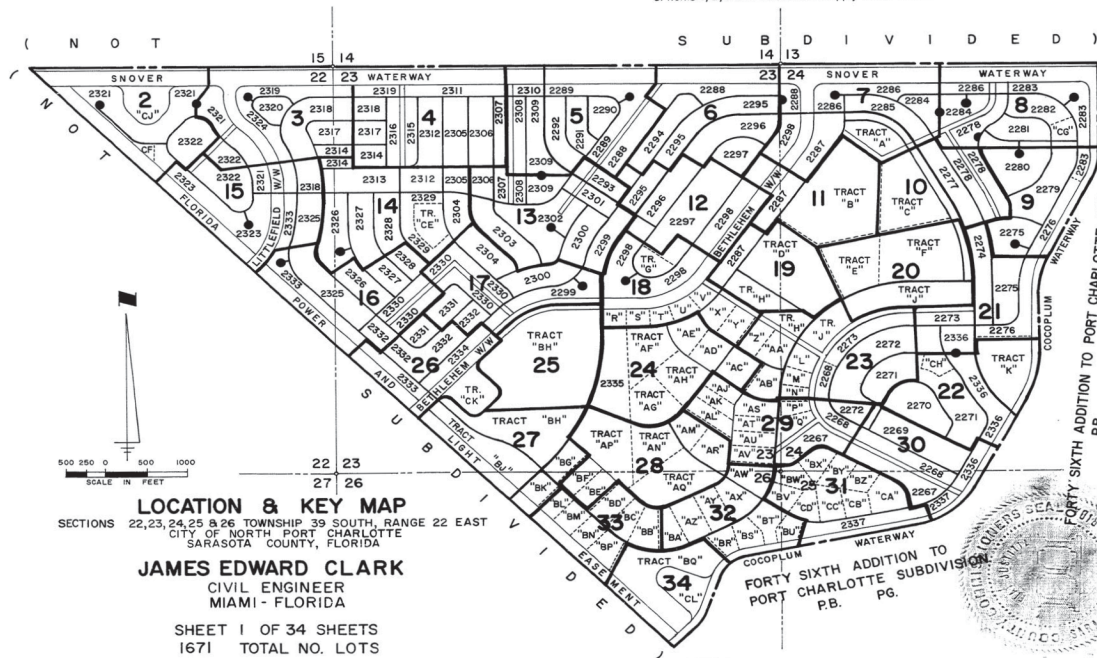
- Section 22 containing 154.05 acres more or less.
- Section 23 containing 615.72 acres more or less.
- Section 24 containing 385.93 acres more or less.
- Section 25 containing 34.46 acres more or less.
- Section 26 containing 101.33 acres more or less.

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 883, Pages 981-985.
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 883, Page 986-987
5. Developer's agreement is filed in ORB 883, Page 988-995

- \*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 easements, except where easements are shown by dashed lines.
- 5. Items 1, 2, 3 & 4 above shall apply to all tracts.



## 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 hereto whenever discontinued by law.

The easements hereinafter described are reserved to said Corporation, its successors or assigns, for the installation and maintenance of public utilities and drainage facilities.\*

IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed by the officers named below and its corporate seal to be affixed hereto this 29th day of December, 1970.

Attest: Daniel A. Adams Secretary  
By: Frederick E. Roach President  
GENERAL DEVELOPMENT CORPORATION

STATE OF FLORIDA ) SS  
COUNTY OF DADE )  
Before me personally appeared Frederick E. Roach and David A. Adams, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named Corporation and severally acknowledged to and before me that they executed such instrument as such 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 said instrument by due and regular corporate authority, and that said instrument is the free act of said corporation.

WITNESS my hand and official seal, this 29th day of December, 1970.  
My Commission Expires: 8/1/72  
James Edward Clark  
Notary Public, State of Florida at Large

## SURVEYOR'S CERTIFICATE

I, the undersigned registered land surveyor, hereby certify that this plat is a true and correct representation of the land described and shown, to the best of my knowledge and belief and that pertinent relative instruments have been placed as required by the City of North Port Charlotte Subdivision Ordinance of the Statutes of the State of Florida thereunto appertaining.

Dated this 6th day of Nov. 1970 Signature: James Edward Clark  
Registered Land Surveyor  
Florida Certificate No. 1555

## 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 this 25th day of Jan. 1971  
City of North Port Charlotte Planning Advisory Board By: Robert C. O'Neil

## 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 City Commission of the City of North Port Charlotte, Sarasota County, Florida, this 25th day of Jan. 1971  
Approved: R. Earl Wynn City Clerk Robert C. O'Neil 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 and recorded in Plat Book 19, Page 46 of the Public Records of Sarasota County, Florida, this 27th day of March, 1971.

R.W. ZINN, Clerk  
Sarasota County, Florida  
By: Frank B. Hagan  
Deputy Clerk

## 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 Statutes of the State of Florida, by the Board of County Commissioners of the County of Sarasota, Florida, this 27th day of March, 1971. This certification shall in no way be construed to indicate that this plat conforms with subdivision regulations of Sarasota County.

Frank B. Hagan County Engineer  
C. C. Hagan Planning Director  
Robert C. O'Neil County Attorney  
James Edward Clark Chairman

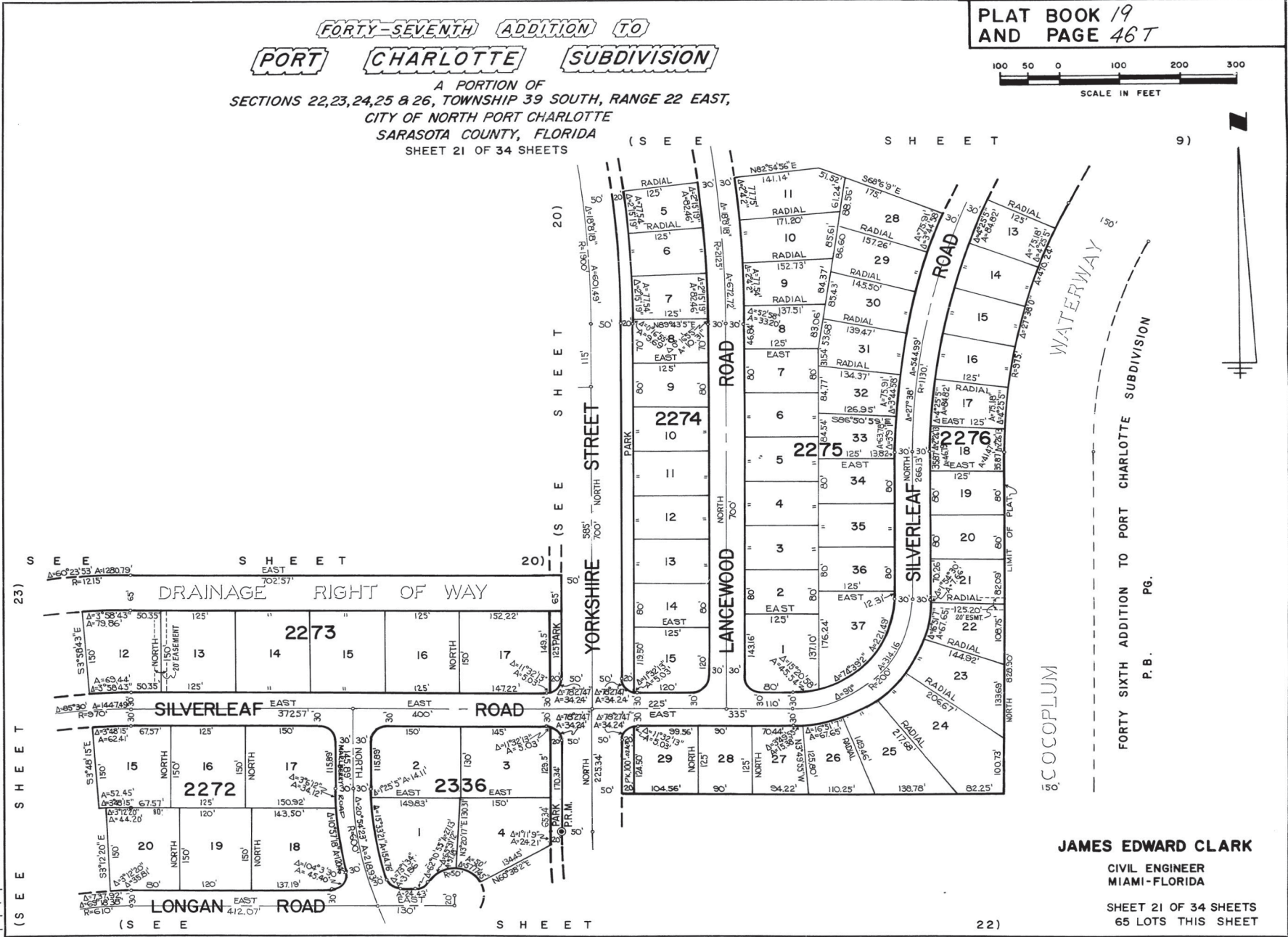
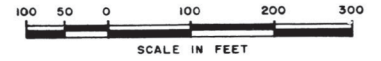
DRAWN BY Edith  
CHECKED BY MAM  
APPROVED BY CT

SHEET 1 OF 34 SHEETS  
1671 TOTAL NO. LOTS

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 21 OF 34 SHEETS

PLAT BOOK 19  
AND PAGE 46T



CALCULATED BY *DM*  
DRAWN BY *DM*  
CHECKED BY *MAM*  
APPROVED BY *CT*

**JAMES EDWARD CLARK**  
CIVIL ENGINEER  
MIAMI-FLORIDA

SHEET 21 OF 34 SHEETS  
65 LOTS THIS SHEET

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**  
**PARCEL IDENTIFICATION NO. 1128227414**

This *Agreement for Purchase and Sale of Real Property* (“Agreement”) is made and entered into by and between the North Port Solid Waste 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 Mirko Trpkovski and Olga Trpkovski, his wife (“Seller”), whose address is 17125 Orchard Ridge Road, Northville, MI 48168-4370.

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 ± .229 acres (10,000 square feet) of land, described as:

Lot 14, Block 2274, of Forty-Seventh Addition to Port Charlotte Subdivision, a Subdivision according to the plat thereof, recorded in Plat Book 19, Page 46, of the Public Records of Sarasota County, Florida.

Sarasota County Property Appraiser PID #1128227414,

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. 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.
- X 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 TEN THOUSAND and no/100 dollars (\$10,000.00) ("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

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.

**7. 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 Buyer will, at the Buyer's expense, obtain a certified survey of the Property from a certified and registered surveyor within the State.
- 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 three (3) calendar days of being notified of the title defect. A title defect will constitute the Seller's breach of a material term of this Agreement for purposes of disposition of the Escrow Money.

**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 Solid Waste 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**

The Buyer agrees to pay all reasonable closing costs. The Seller will pay any outstanding taxes on the real property at closing. 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.



1930 West Price 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.
- E. 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(s) on the date set forth below.

Neha S1  
Witness No. 1  
Neha shekhawat  
Printed Name  
3 R 3 07 1A. 1 !Ui°/e/2.0(  
Address Ga ve-v? '4 ;YI; . .

SELLER  
MIRKO TRPKOVSKI  
[Signature]  
Signature  
4-29-2026  
Date

36.rc ob A ±\o\0'::P  
Printed Name  
31130T1 \J G tv\, 1-3 ..d  
Address L out,n o...l  
L\is\ 'S'J--

SELLER  
OLGA TRPKOVSKI  
[Signature]  
Signature  
L-J-29-2'6  
Date

**ACKNOWLEDGEMENT**

STATE OF MI cb. 0% GU'

COUNTY OF Wayne

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on 8-'C'i\ ::)::] .2026.byMi dlllg

Notary Public- State of f\ \ c...1/2.. \ Ckb-Y

Personally Known OR  Reduced Identification

Type of Identification Produced JL\ 1c...x) i W1 h::X'i ve.S'S Lr **SARAH HOLMES**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF WAYNE**

Notary Public - State of MI Wayne  
My Commission Expires December 27, 2030  
Acting in the County of Wayne

Approved by the City Commission of the City of North Port, Florida, acting as the governing body of the North Port Solid Waste District, on July 7, 2026.

**BUYER**  
**NORTH PORT SOLID WASTE DISTRICT**

---

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

ATTEST

---

HEATHER FAUST, MMC, FCPC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

---

MICHAEL FUINO, B.C.S.  
CITY ATTORNEY