

**SECOND AMENDMENT TO AGREEMENT  
FOR CONVEYANCE OF REAL PROPERTY**

This second amendment (the “Second Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **CITY OF VENICE**, a municipal corporation of the State of Florida (the “City”), and **SARASOTA COUNTY**, a political subdivision of the State of Florida (the “County”) (collectively, the “Parties”).

**RECITALS**

County and City are Parties to an Agreement for Conveyance of Real Property, (County Contract No. C2025-015), dated October 8, 2024 (the “Agreement”). The Agreement was amended on or about March 6, 2025 by an Amendment to Agreement for Conveyance of Real Property. The Parties agree to further modify and/or supplement the terms of the Agreement, as more particularly described hereafter.

**TERMS**

NOW, THEREFORE, the County and City hereby agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by this reference.
2. The Agreement is amended by replacing in their entirety **Sections 6, 8 and 10**, and **Exhibit “A”** as listed below and as follows:
  6. **TITLE INSURANCE.** This Agreement is subject to the County at County’s expense, obtaining a title insurance commitment (the “Title Commitment”) on or before August 15, 2025, and which shall be issued by a Florida licensed title insurer at County’s expense, agreeing to issue to County, upon recording of the Deed to the County, an owner’s policy of title insurance insuring County’s title to the Regional Park Property, subject only to liens, encumbrances, exceptions or qualifications as set forth in this Agreement. County shall select a closing agent for this transaction.
  8. **SURVEY.** City shall, at City’s expense, have a survey of the Regional Park Property, prepared on or before August 1, 2025. If the survey shows encroachments on the Regional Park Property or that improvements located on the Regional Park Property encroach on setbacks, easements, lands of others or violate any restrictions or regulations affecting the Regional Park Property, the same shall constitute a title defect, under Paragraph 7 herein.
  10. **CLOSING DATE.** Subject to County completing its title examination and satisfactorily completing its other due diligence investigations as provided for

in the Agreement, this transaction shall be closed, and the Deed, and other closing documents delivered no later than (i) thirty (30) days after the City records the Declaration of Restrictive Covenant required by the FDEP for Wellfield Park and receives a Conditional Site Rehabilitation Completion Order, or (ii) November 8, 2025, whichever occurs later (the "Closing"). At Closing, City shall deliver possession of the Regional Park Property to County. Between the Effective Date and the Closing, City covenants and warrants that City shall keep the Regional Park Property in substantially the same condition as it exists on the Effective Date. City further covenants to keep the Regional Park Property in good, safe and sanitary condition prior to Closing.

**EXHIBIT "A".** The Legal Description of Regional Park Property is hereby replaced with **Revised Exhibit "A"** attached hereto.

3. Except as contained herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed and shall be and remain in full force and effect. All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement. To the extent anything contained herein conflicts with the terms of the Agreement, this Second Amendment shall prevail. This Second Amendment may be executed in counterparts, each of which shall constitute an original instrument.

*The remainder of this page is intentionally left blank.*

IN WITNESS WHEREOF the parties have set their hands and seals on the day first above written.

**CITY:**

CITY OF VENICE, FLORIDA, a County,  
Municipal corporation of the State of Florida

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

Date: \_\_\_\_\_

ATTEST:  
Kelly Michaels

By: \_\_\_\_\_  
City Clerk

Reviewed and Approved for Content:

By: \_\_\_\_\_  
City Attorney

**COUNTY:**

**BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY FLORIDA**

By: \_\_\_\_\_  
Chair or Vice Chair

**ATTEST:**

Karen E. Rushing, Clerk of the Circuit Court  
and ex-officio Clerk of the Board of County  
Commissioners

By : \_\_\_\_\_  
Deputy Clerk

Reviewed and Approved for Content

By : \_\_\_\_\_  
County Attorney

## **REVISED EXHIBIT "A"**

### **LEGAL DESCRIPTION OF REGIONAL PARK PROPERTY**

The legal description of the Regional Park Property shall be determined by the survey provided pursuant to section 8 of the Agreement. The approximate boundary of the Regional Park Property is as generally depicted on the aerial photograph attached and made a part of this Exhibit "A". The lands to be conveyed consist of the current Wellfield Park located at 1300 Ridgewood Avenue, Venice, Florida (Parcel Identification No. 0411040001) less a portion of said Parcel delineated and labeled as City of Venice Public Works, said portion consisting of approximately 4.2+/- acres.

Plus:

A portion of Pinebrook Park located at 1251 Pinebrook Road, Venice, Florida. Pinebrook Park is designated as Parcel Identification No. 0402040001. The portion of Pinebrook Park to be conveyed is as generally depicted on said aerial photograph and consists of approximately 2.84+/- acres.