

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT (“Agreement”) is made and entered into this 18th day of November, 2025 (“Effective Date”) by and between Warfield Grove, LLC, a Florida limited liability company (“Owner”) and the City of Venice, Florida, a municipal corporation organized and existing under the laws of the State of Florida (“City”).

WITNESSETH:

WHEREAS, Owner is the owner of certain real property described in Exhibit “A” attached hereto, and incorporated herein, by reference (the “Property”); and

WHEREAS, Owner is a single member limited liability company wholly owned by Jennifer A. Shane, as Trustee of her revocable trust, the Jennifer A. Shane Trust Agreement dated August 11, 2011, both of which are disregarded entities for federal income tax purposes, so that Jennifer A. Shane is deemed the owner of the Property for federal income tax purposes.

WHEREAS, Jennifer A. Shane desires to cause the Owner to donate the Property to the City and City desires to accept the donation of the Property from the Owner upon the terms and conditions set forth in this Agreement.

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

1. Incorporation of Recitals. The recitals to this Agreement are incorporated herein and are true and correct.

2. Donation of the Property. Subject to the terms of this Agreement, Owner hereby agrees to donate and convey the Property to the City, and the City agrees to acquire the Property from Owner. At the time of Closing (defined below) hereunder, Owner agrees to convey title to the Property to City by Quit Claim Deed (the “Deed”) free and clear of all liens, encumbrances and exceptions whatsoever, save and except only for the Permitted Exceptions (defined below).

3. Terms of Donation. The City acknowledges that Jennifer A. Shane intends to treat the donation of the Property as a charitable donation from her for federal tax purposes, and City agrees to sign such documentation confirming the value of the Property as may be reasonably requested by Owner (including, without limitation, signing the property receipt acknowledgement on IRS Form 8283) confirming the value of the gift, which obligation shall survive the conveyance of the Property to the City. However, City makes no representation as to the extent or existence of Jennifer A. Shane’s right to claim a charitable contribution to City hereunder. Owner will be solely responsible for compliance with the gift value substantiation requirements under the Internal Revenue Code of 1986, as amended. For purposes of this Agreement, the gift shall be valued by Owner in a total amount equal to the Appraised Value of the Property as established by Owner based on an appraisal obtained by Owner, plus (ii) the amount of any out-of-pocket costs incurred by Owner in connection with the donation transaction contemplated in this Agreement.

4. Due Diligence Period. The City shall have a period of sixty (60) days following the Effective Date (the “Due Diligence Period”) in which to conduct any tests, inspections, surveys, evaluations, studies or similar analyses or examinations of the Property which the City, in its discretion,

deems necessary to determine the suitability of the Property (the "Due Diligence Activities"). In the event that the Due Diligence Activities uncover any issue which the City determines requires further inquiry, the City may extend the Due Diligence Period for an additional sixty (60) days by providing written notice to the Owner prior to the expiration of the then existing Due Diligence Period. In furtherance of the intent hereof, the Owner shall, within five (5) business days following the Effective Date hereof, deliver to the City copies of all documents, reports and other written materials in the possession of Owner concerning the Property for the City's use in conducting the Due Diligence Activities (the "Property Information"). The Property Information shall include, to the extent the same is in the possession of Owner, without limitation, surveys, soils information, results of environmental inspections, notices from governmental authorities of any code or ordinance violations relating to the applicable property, title insurance policies, leases, notices from tenants or licensees under leases, licenses or similar agreements, easements, restrictions, reservations, property condition reports, maintenance or service agreements, and other information concerning the Property. The City hereby acknowledges and agrees that Owner neither grants any right of reliance with respect to the Property Information nor makes any representations or warranties as to the completeness or accuracy of the Property Information. Each party acknowledges and agrees that, except for any express representations and warranties of a party contained in this Agreement, subject to reasonable prior notice to Owner and scheduling of such access, the Property is conveyed in its "AS IS, WHERE IS" condition. The Owner grants to the City the right of access during the term of this Agreement, subject to the rights of any of Owner's tenants, for the purpose conducting the Due Diligence Activities. In the event that this Agreement is terminated by either party as provided for herein, the Property shall be returned to the Owner in substantially the same condition as it was in on the Effective Date, normal wear and tear excepted.

5. Termination During Due Diligence Period. The City shall have the absolute right during the Due Diligence Period to terminate this Agreement for any or no reason. In order to so terminate, the City shall send written notice of such termination to the Owner in the manner set forth herein on or before the expiration of the Due Diligence Period (a "Termination Notice"). In the event of such termination, the City shall return the Property Information received by it, together with a copy of the results of Due Diligence Activities conducted by it, if any, to the Owner; whereupon, this Agreement shall be terminated and all parties shall be released from any further obligation or liability hereunder, except any as is stated to survive the termination hereof. Failure of the City to send a Termination Notice in the manner and within the time set forth herein shall waive the right to terminate this Agreement pursuant to this Section and the parties shall proceed to Closing in accordance with the terms of this Agreement.

6. Title Commitment and Survey. The City, at its option, within the Due Diligence Period, may obtain a commitment for an owner's title insurance policy (a "Commitment") in the amount of the Appraised Value issued by a national title insurance company and/or its agents ("Title Company") evidencing that the Owner is vested with fee simple marketable title to the Property, free and clear of all monetary liens and encumbrances except for ad valorem real property taxes for the current year (the "Permitted Exceptions").

- (a) Title Examination and Objection Procedure. In the event the Commitment reveals exceptions to title other than the Permitted Exceptions, the City shall have twenty (20) days following receipt of the Commitment in which to review the matters set forth in the Commitment and send written notice (a "Title Objection Notice") to the Owner specifying those exceptions to title revealed in the Commitment which are not acceptable to the City and are not Permitted Exceptions ("Title Objections"). Failure to send a Title Objection Notice within the foregoing period shall constitute acceptance of the matters set forth in the Commitment.

- (b) Title Curative Provisions. Notwithstanding anything in this Agreement to the contrary, except for matters first appearing and affecting title to the Property following the effective date of the Commitment (a “Post-Commitment Exception”), neither party shall have the obligation to take affirmative action to cure any Title Objection set forth in a Title Objection Notice, but may do so in its sole discretion. In the event a Title Objection Notice is received, the Owner shall have fifteen (15) days thereafter in which to notify the City in writing whether it shall take curative action with respect to the Title Objection(s) set forth in the applicable Title Objection Notice. In the event the Owner elects to take curative action with respect to less than all Title Objection(s) noted in the Title Objection Notice (a “Non-Cure Notice”), the City’s sole rights shall be either (i) to terminate the Agreement, whereupon following delivery of the Property Information to the Owner, the Agreement shall be terminated and all parties shall be release from further obligation or liability hereunder except any stated to survive termination hereof or, (ii) to waive the Title Objections the Owner has not agreed to cure (whereupon such waived Title Objections shall become Permitted Exceptions). The City shall have the longer of five (5) working days following receipt of the Non-Cure Notice or the expiration of the Due Diligence Period in which to elect to terminate this Agreement by written notice to the other party (a “Title Termination Notice”). Failure to send a Title Termination Notice shall constitute an election to waive the Title Objection(s) the Owner has not agreed to cure.

- (c) Time for Cure. In the event the Owner elects to cure some or all of the Title Objection(s) raised by the City, unless the Agreement has been otherwise terminated, the Owner shall have up to sixty (60) days following its election to cure (or such longer time as may be agreed by the parties) in which to accomplish curative action to the satisfaction of the Title Company, such that it will delete the applicable Title Objection(s) from the Commitment. In the event curative action is not successful for one or more of the Title Objections the Owner has agreed to cure, the City shall have the right, exercised in writing within fifteen (15) days following the later of receipt of notice from the Owner that it was unable to cure all such Title Objections or the expiration of the applicable curative period, either to terminate the Agreement or to take title as it then is, subject to such uncured Title Objection(s), and close this transaction. Failure to terminate by written notice shall constitute an election to waive any such uncured Title Objections. The Closing shall be extended as necessary to accommodate times for cure of Title Objections, as set forth in this Section.

- (d) Survey. The City shall have the right, at its own expense, to have the Property surveyed by a surveyor licensed in the State of Florida prepared in accordance with ALTA requirements (“Survey”). Any such Survey shall be obtained within thirty (30) days following the Effective Date and shall be certified to City, Owner and the Title Company. To the extent the Survey reveals matters that are not Permitted Exceptions, the City shall have ten (10) days following receipt thereof in which to send a Title Objection Notice to the Owner. Survey objections set forth in a Title Objection Notice sent in accordance herewith shall be dealt with in the same manner and in the same times as any other Title Objections under this Section.

7. Closing. The closing (“Closing”) contemplated by this Agreement shall take place on January 14, 2026 at a time and place in the City of Venice mutually agreed upon by City and Owner (“Closing Date”).

8. Owner's Obligations at Closing. At the Closing, subject to performance by City of its obligations under this Agreement, Owner shall do the following:

- (a) Execute, acknowledge and deliver to City the Deed conveying good, insurable and marketable title to the Real Property to City, subject only to the Permitted Exceptions (and the standard printed exceptions be contained in the Commitment received by City, except to the extent the same can be deleted by virtue of the Owner's Affidavit required of Owner or the Survey, if any, obtained by City);
- (b) Execute, acknowledge and deliver to City and the Title Company an owner's affidavit ("Owner's Affidavit") in sufficient form and substance so as to allow the Title Company to insure the gap at Closing and remove the parties-in-possession exception and delete all standard exceptions, other than the survey exception, from the title policy to be issued pursuant to the Commitment delivered to the City;
- (c) Execute and deliver instruments satisfactory to City and the Title Company reflecting the proper power and authorization for the conveyance of the Property from the Owner to City hereunder;
- (d) Deliver to City and the Title Company a FIRPTA affidavit in form and substance reasonably acceptable to both City and the Title Company;
- (e) Deliver to City all other documents as may be reasonably required by this Agreement.

9. City's Obligations at Closing: At the Closing, subject to performance by Owner of its obligations under this Agreement, City shall do the following:

- (a) Deliver to the closing agent by federal bank wire transfer all funds required of City to complete the acquisition of the Property after adjustments, prorations and expenses reflected on the Closing Statement;
- (b) Execute and deliver to Owner IRS Form 8283, acknowledging receipt of the Property from Owner and the date of such receipt; and
- (c) Deliver to Owner all other documents as may be reasonably required by this Agreement.

10. Closing Costs. The City shall pay all Closing costs associated with this transaction, including, but not limited to (i) documentary stamps due with respect to the transfer of the Property to City, if any; (ii) title insurance policy to be delivered to City with respect to the Real Property; (iii) recording the Deed; (iv) the Survey for the Real Property obtained by City, if any; (v) recording of curative documents, if any, with respect to the Property; and (vi) reimbursement to the Owner of the cost of the Appraisal in an amount not to exceed \$2,500.00.

11. Intentionally Deleted.

12. Representations and Warranties. Except as expressly set forth herein or elsewhere in this Agreement, each party acknowledges and agrees that the transfer contemplated by this Agreement is without representation or warranty of any kind or nature. All representations and warranties are made to the best of the knowledge and belief of the party making the same, except as may be otherwise stated,

and without investigation except as it relates to such party's own records. Representations and warranties shall be true as of the Effective Date hereof and as of the Closing Date. The parties represent and warrant to one another as follows:

- (a) By Owner. Owner makes the following representations and warranties to City with respect to the Property:
 - (i) Due Organization. Owner is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida.
 - (ii) Owner's Authority, Validity of Agreements. Owner has full right, power, and authority to enter into and carry out the transactions contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Owner has/have the legal power, right, and actual authority to bind Owner to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Owner in connection with this Agreement shall be, duly authorized, executed, and delivered by Owner and the valid, binding, and enforceable obligations of Owner (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Owner or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Owner or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Owner or the Property.
 - (iii) Sole Owner. Owner is the sole owner of fee simple interest to the Real Property, subject only to the Permitted Exceptions and Lease Agreement dated February 1, 2019 between Owner and Jeffrey Hubbard which will terminate prior to Closing. Owner shall not take any action to affect title to the Real Property while this Agreement is in effect except as requested by City, and the sole and exclusive possession of the Real Property shall be delivered to City on the Closing Date subject to the Permitted Exceptions.
 - (iv) No Third-Party Rights. Except pursuant to the Permitted Exceptions, as of the Closing Date, there shall be no leases, occupancy agreements, unrecorded easements, licenses, or other agreements that grant third-parties any possessory or usage rights to all or any part of the Property.
 - (v) Litigation. There are no actions, investigations, suits, or proceedings (other than tax appeals or protests) pending or, to Owner's knowledge, threatened that affect the Property, the ownership or operation thereof, or the ability of Owner to perform its obligations under this Agreement, and there are no judgments, orders, awards, or decrees currently in effect against Owner or with respect to the ownership or operation of the Property that have not been fully discharged prior to the Effective Date, except any arising through the Permitted Exceptions.

- (vi) No Violations of Environmental Laws. Except as otherwise known by City, or as disclosed in the Property Information, to Owner's knowledge, during Owner's ownership of the Property,: (w) the Property is not in, nor has it been or is it currently under investigation for violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("Environmental Laws"); (x) the Property has not been subject to a deposit of any Hazardous Substance (as hereinafter defined); (y) neither Owner nor any third party has used, generated, manufactured, stored, or disposed in, at, on, or under the Property any Hazardous Substance; and (z) there is not now in, on, or under the Property any underground or above ground storage tanks or surface impoundments, any asbestos containing materials, or any polychlorinated biphenyls used in hydraulic oils, electrical transformers, or other equipment. Owner hereby assigns to City as of the Closing all claims, counterclaims, defenses, and actions, whether at common law or pursuant to any other applicable federal, state or other laws that Owner may have against any third party or parties relating to the existence or presence of any Hazardous Substance in, at, on, under, or about the Property, reserving unto Owner, however, all such claims, counterclaims, defenses, and actions in the event litigation or administrative action is instituted against Owner for alleged violations or liability related to Environmental Laws. For purpose of this Agreement, the term "Hazardous Substance" shall be deemed to include any wastes, materials, substances, pollutants, and other matters regulated by Environmental Laws.
 - (vii) No Liens. There are no construction liens or similar claims or liens now asserted or capable of being asserted against the Property for work performed or commenced prior to the date hereof; however, Owner shall not be responsible for any amounts due to consultants or other third-parties performing work at City's request and City shall timely pay all amounts due to such persons.
 - (viii) No Other Commitments. Except as may be disclosed in the Property Information and the Commitment, Owner has not made any commitment or representation to any governmental authority, or any adjoining or surrounding property owner, that would in any way be binding on City or would interfere with City's ability to utilize the Property, and Owner shall not make any such commitment or representation that would affect the Property or any portion thereof, without City's written consent.
 - (ix) No Default. Owner is not in default under the provisions of any deed of trust, mortgage, or other encumbrance, lien, or restriction that affects the Property.
 - (x) No Contracts Affecting Property. Except as set forth in the Property Materials or in the Permitted Exceptions, if any, there are no contracts, leases, licenses or other agreements affecting the title or use of the Property that are currently in force or pending as of the Closing Date.
- (b) By City. City makes the following representations and warranties to Owner:

- (i) Due Organization. City is constituted as a municipal government, organized, validly existing, and in good standing under the laws of the State of Florida.
- (ii) City's Authority, Validity of Agreements. City has full right, power, and authority to enter into and carry out the transaction contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City has/have the legal power, right, and actual authority to bind City to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by City in connection with this Agreement shall be, duly authorized, executed, and delivered by City and the valid, binding, and enforceable obligations of City (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of City or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which City is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting City.
- (iii) Public Purpose. The City agrees that the Property shall be held and used exclusively for public purposes consistent with the City's charitable and governmental functions within the meaning of Section 170(c)(1) of the Internal Revenue Code. This agreement shall survive Closing.

13. Real Estate Commission/Brokers. Owner and City acknowledge and agree that no real estate brokers have been or will be used in this transaction.

14. Casualty. Prior to the Closing and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by earthquake, hurricane, tornado, flood, landslide, fire, sinkhole, or other casualty with respect to the Property shall be borne and assumed by Owner. If, prior to the Closing, any material portion of Property is damaged as a result of any earthquake, hurricane, tornado, flood, sinkhole, landslide, fire, or other casualty, the Owner shall notify City of such fact within a reasonable time after Owner has actual knowledge thereof. In such event, the City shall have the option to terminate this Agreement upon written notice to Owner given within ten (10) days after receipt of any such notice of damage from the Owner.

15. Remedies. Except with respect to a failure to consummate the Closing on the Closing Date, for which there shall be no notice and opportunity to cure, neither party shall be in default hereunder unless and until the party against whom a default is alleged has been given not less than ten (10) days prior written notice from the party alleging a default and the alleged default has not been cured within the aforesaid ten (10) day period (unless a longer cure period is provided for elsewhere herein).

- (a) Prior to Closing. In the event of an uncured default by a party prior to Closing, the sole remedies of the non-defaulting party shall be either: (i) to terminate this Agreement, whereupon the Property Information shall be returned to the Owner and all parties shall be relieved of all further obligation or liability hereunder; or (ii) to sue for specific performance of the defaulting party's obligations hereunder, which suit must be filed, if at all, in the Circuit Court of Sarasota County, Florida on or before ninety (90) days following the expiration of the cure period, if any, for the alleged default.

- (b) Following Closing. Nothing contained in this Section shall limit or prevent the non-defaulting party from enforcing such party's rights that survive the Closing or the termination of this Agreement, as applicable, provided that such party was unaware of the breach of any such obligation, including representations and warranties of the defaulting party, at the time of Closing.
- (c) Attorney's Fees. In the event that either party hereto brings an action or proceeding against the other party to enforce any of the covenants, conditions, agreements, or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees, charges, disbursements, and the fees and costs of expert witnesses. If any party secures a judgment in any such action or proceeding, then any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing party in enforcing such judgment, or any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing party in any appeal from such judgment in connection with such appeal shall be recoverable separately from and in addition to any other amount or relief included in such judgment. The preceding sentence is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

16. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to have been properly and timely delivered if such notice is (i) delivered by overnight courier or electronic means, in which case the notice shall be deemed delivered one (1) business day after delivery to the overnight courier or by electronic means; (ii) mailed, certified or registered mail, return receipt requested, in which case the notice shall be deemed delivered three (3) days after it is deposited in the mail and postmarked by the U.S. Postal Service; or (iii) sent via electronic mail. All notices must be addressed to the parties as follows:

If To Owner:	Warfield Grove, LLC 1800 Post Drive NE Belmont, MI 69306 Attn: David Shane, Manager Email: warfieldgrovelc@comcast.net
If To City:	City of Venice 401 West Venice Avenue Venice, Florida 34285 Attn: Edward F. Lavallee, City Manager Email: elavallee@venicegov.com
With a copy to:	Hankin & Hankin 100 Wallace Avenue, Suite 100 Sarasota, Florida 34237 Attn: Michael T. Hankin, Esq. Email: mhankin@sarasotalawfirm.com

or at such other addresses, or to the attention of such other person or persons designated by Owner or City by notice given as herein provided.

17. Miscellaneous Provisions.

- (a) Governing Law; Venue. This Agreement and the legal relations between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its principles of conflicts of law. Venue for any action brought to interpret or enforce this Agreement shall, unless otherwise specifically be required hereunder, be any applicable state or federal court located in Sarasota County, Florida.
- (b) Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein.
- (c) Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- (d) Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.
- (e) Successors and Assigns. All of the parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, their respective successors. Notwithstanding the foregoing to the contrary, neither party shall have any right to assign its rights under this Agreement, without the prior written consent of the other party thereto, which may be granted or withheld in such party's sole and absolute discretion.
- (f) Headings. The paragraph and subparagraph headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.
- (g) Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing the Agreement to be written. The parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel.
- (h) Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Owner and City, Owner and City agree to

perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds, and assurances as may be reasonably and required to consummate the transactions contemplated hereby provided that they are consistent with the intent of this Agreement.

- (i) Business Day. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, National or State holiday, or a day on which commercial banks in the State of Florida are authorized or required by applicable law to close. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a day that is not a Business Day, the date for performance thereof shall be extended to the next Business Day thereafter.
- (j) Time of the Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.
- (k) Radon. Pursuant to Section 404.056(5), Florida Statutes, radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (l) Assignment. This Agreement and all rights and obligations hereunder shall not be assignable by the City without the prior written consent of the Owner, which consent may be given or withheld in Owner's sole and absolute discretion.
- (m) Counterparts. This Contract may be executed in several counterparts, each of which will be deemed an original but all of which will constitute only one agreement.
- (n) Waiver of Jury Trial. OWNER AND CITY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"OWNER"

"CITY"

WARFIELD GROVE, LLC,
a Florida limited liability company

CITY OF VENICE

Signed by:
By: David Shane
DAVID SHANE, Manager

By: _____
NICHOLAS PACHOTA, Mayor

Dated: 11/8/2025 _____

Dated: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lot 9, Block 208-B, Replat of Blocks 206 and 208, EDGEWOOD SECTION OF VENICE, according to the map or plat thereof as recorded in Plat Book 2, Page 217, of the Public Records of Sarasota County, Florida

Commonly known as 231 Warfield Avenue, Venice, Florida 34285