



Main Street Ranchlands Plat No. 3

Final Plat

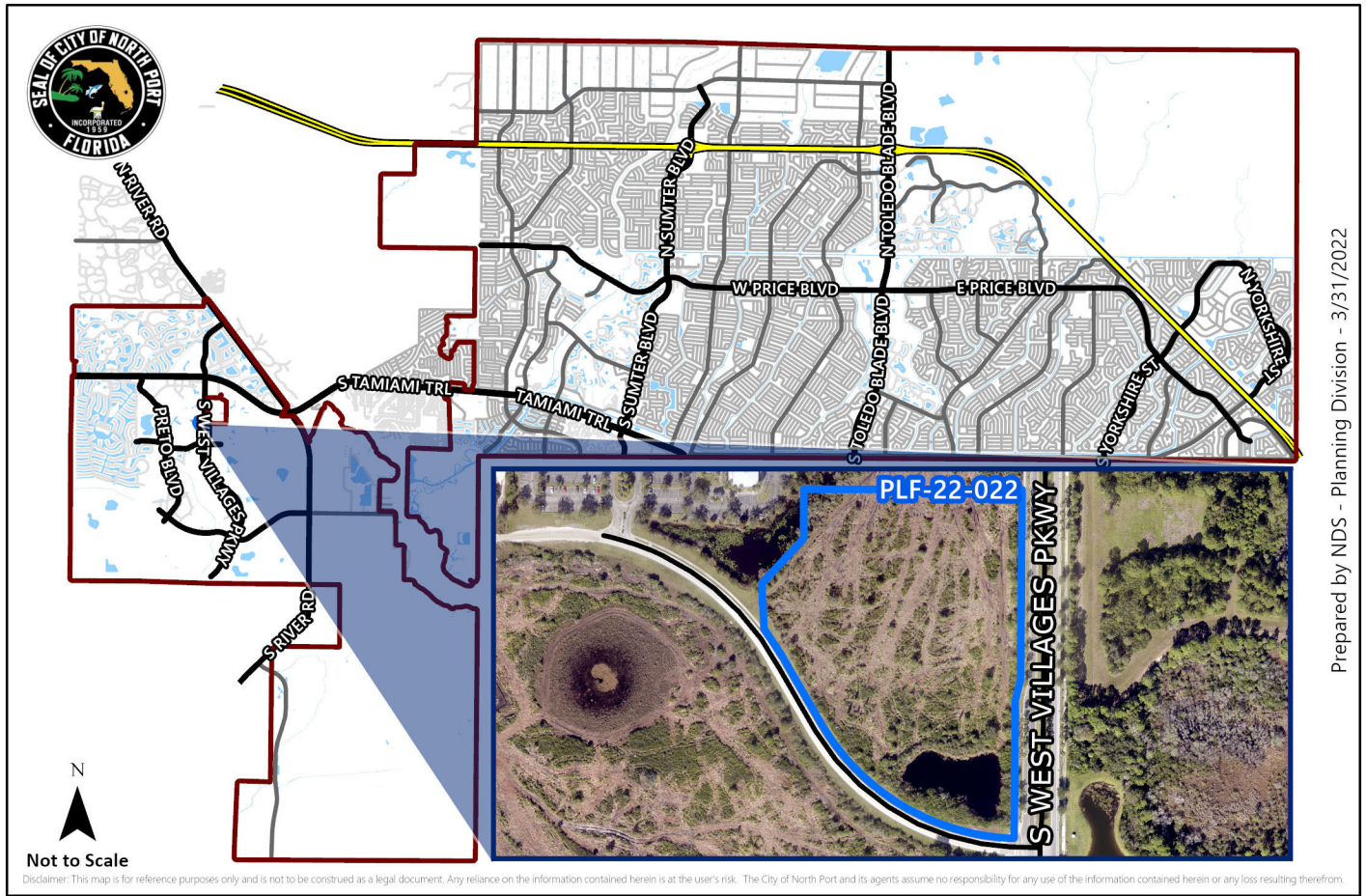
From: Sherry Willette-Grondin, Planner III

Thru: Lori Barnes, AICP, CPM, Planning & Zoning Division Manager

Thru: Alaina Ray, AICP, Neighborhood Development Services Director

Thru: Jason Yarborough, ICMA-CM, Assistant City Manager

STAFF REPORT



Prepared by NDS - Planning Division - 3/31/2022

PROJECT:	PLF-22-022, Main Street Ranchlands Plat No. 3 (QUASI-JUDICIAL)
REQUEST:	Approval of Final Plat for Main Street Ranchlands Plat No. 3
APPLICANT:	Sparrow Partners on behalf of Main Street Ranchlands LLLP
OWNER:	Main Street Ranchlands LLLP
LOCATION:	Within Village D; West of S West Villages Pkwy approximately 4,000 feet South of US-41 (Section 32, Township 39 South, Range 20 East, North Port, Florida.)
PROPERTY SIZE:	± 9.15 Acres
ZONING:	Village (V)

I. BACKGROUND

The plat of Main Street Ranchlands Plat No. 3 adds a future development tract, drainage and drainage maintenance access easement, Public utility easement, and a landscape and irrigation easement. A planned 204-unit multi-family building for an active adult community(55+)with recreational amenities and pool is proposed for the future development tract. The total site contains approximately \pm 9.15 acres.

The site is located within the Village D, West Villages Improvement District development in the MU-4 (Mixed Use Area), as shown in Figure 1 below, West of and adjacent to S. West Villages Parkway and North of the access road.

A surety bond in the amount of \$326,598.80 is required for infrastructure improvements including sanitary sewer and potable water for this site at the time of the Major Site and Development (MAS).

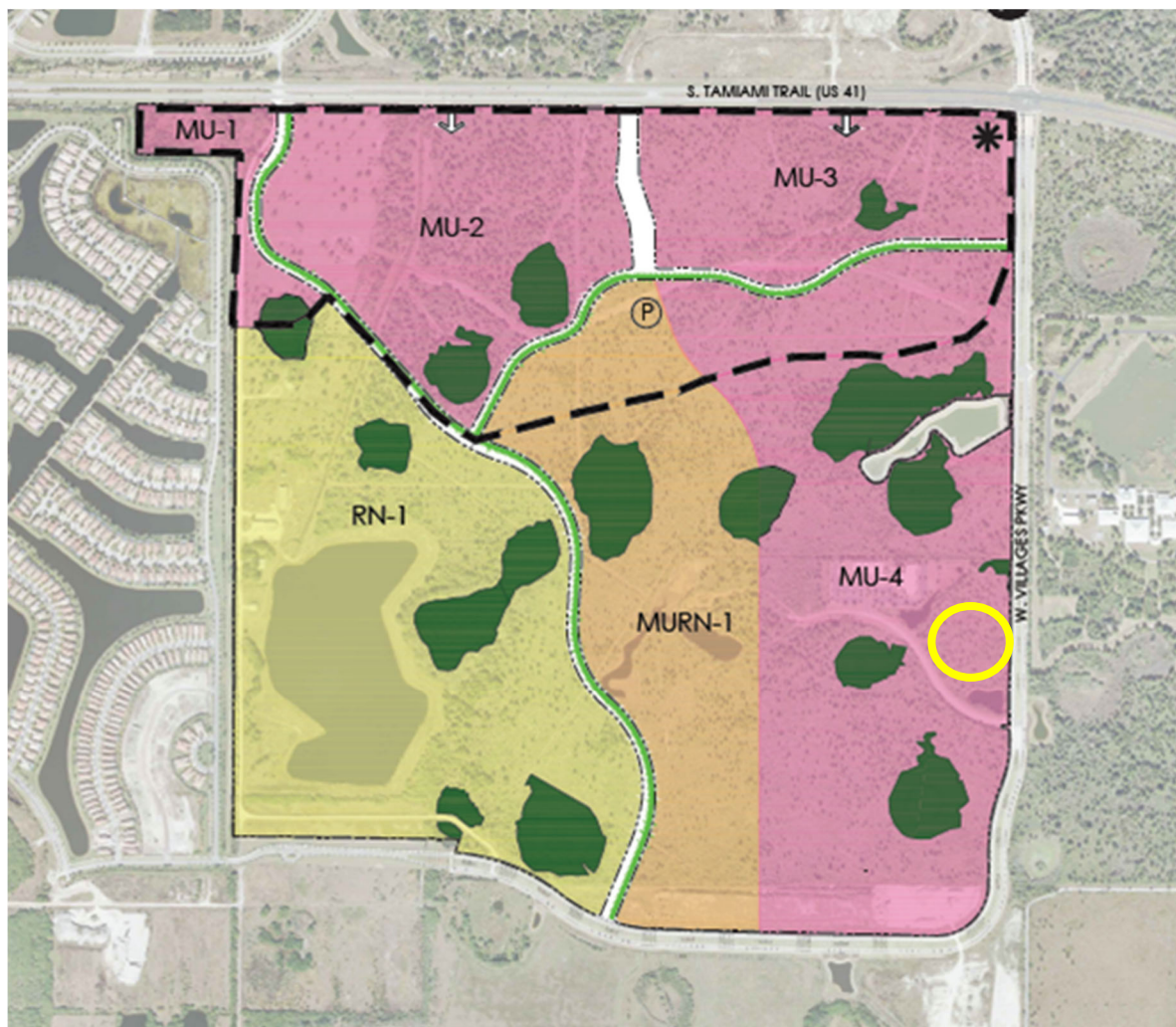


Figure 1

II. STAFF ANALYSIS & FINDINGS

2021 FLORIDA STATUTES

Title XII MUNICIPALITIES, Chapter 177 LAND BOUNDARIES, Part I: PLATTING, Section 177.081 Dedication and approval.

(1) Prior to approval by the appropriate governing body, the plat shall be reviewed for conformity to this chapter by a professional surveyor and mapper either employed by or under contract to the local governing body, the costs of which shall be borne by the legal entity offering the plat for recordation, and evidence of such review must be placed on such plat.

Findings: The final plat was reviewed and approved by the contracted City Surveyor for conformance with the Florida Statutes Chapter 177 Part I.

Conclusion: PLF-22-022 meets the State's requirements for City review

COMPLIANCE WITH ULDC

Chapter 37-Subdivision Regulations, Article II-Procedures for Securing Approvals, Section 37-8 Plat Submission Requirements.

B. Conformity with approved subdivision plans. The plat shall incorporate all stipulations, easements, changes and modifications required to make the approved subdivision plan and infrastructure plan conform to these regulations.

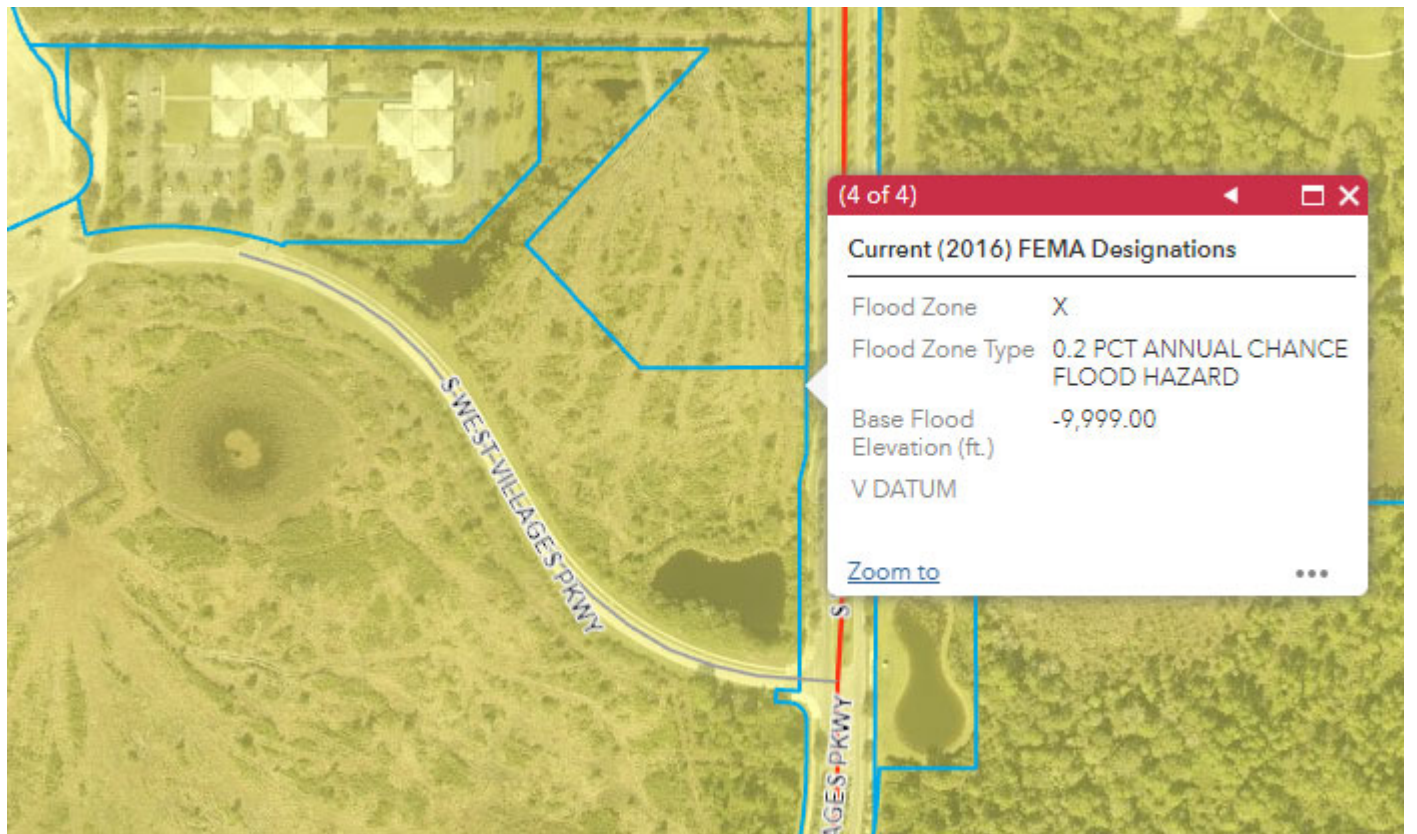
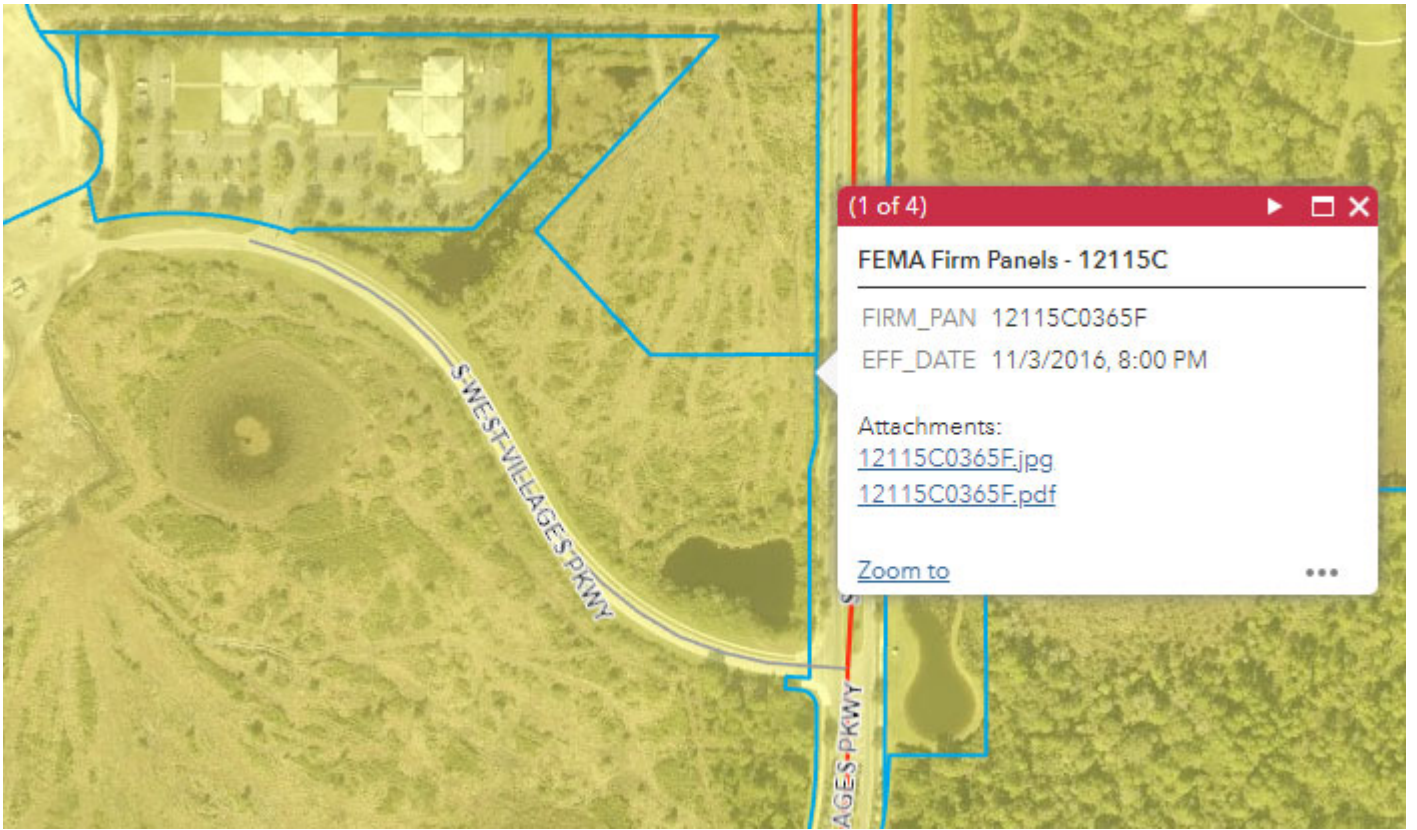
Findings: The final plat was reviewed for conformance with the approved infrastructure plans for Village D Master Infrastructure (INF-19-289) which staff approved in March of 2020. As this is single tract project, there are no subdivision plans.

ENVIRONMENTAL

A formal environmental survey has been completed on the site. All permits will be issued in accordance to State and Federal standards.

FLOOD ZONE

Flood Zone X (Areas of minimal flood hazard), According to Flood Insurance Rate Map No. 12115C0365F for Sarasota County, Community No. 120279, City of North Port, FL effective November 4, 2016.



III. RECOMMENDED MOTION

Staff recommends **APPROVAL** of Petition No. PLF-22-022, Main Street Ranchlands Plat No. 3:

I move to recommend approval of Petition No. PLF-22-022 as presented and find that based on the competent substantial evidence, the Plat complies with all regulations set forth in the Unified Land Development Code (ULDC) and Florida Statutes Chapter 177.

IV. ALTERNATIVE MOTIONS

Petition PLF-22-022 could be DENIED. If that were the case, new findings would need to be written to support that recommendation. The motion would be as follows:

I move to recommend denial of Petition No. PLF-22-022 and find that, based on the competent substantial evidence shows that the proposed Plat does not comply with the Unified Land Development Code (ULDC) and Florida Statutes Chapter 177.

V. PUBLIC HEARING SCHEDULE

Planning & Zoning Advisory Board Public Hearing	April 21, 2022 9:00 AM or as soon thereafter
City Commission Public Hearing	May 10, 2022 10:00 AM or as soon thereafter

VI. EXHIBITS

A.	Map Gallery
B.	Affidavit
C.	Title Assurance
D.	City Surveyor's Approval
E.	WVID Approval Letter



City of North Port

Prepared on 3/31/2022
by NDS / Planning Division

Exhibit A - Map Gallery

Aerial Location Map

PLF-22-022, Sparrow Village D Active Adult Community



0 300 600 Feet

 Petition Boundary



Disclaimer: This map is for reference purposes only and is not to be construed as a legal document. Any reliance on the information contained herein is at the user's risk. The City of North Port and its agents assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



City of North Port

Prepared on 3/31/2022
by NDS / Planning Division

Exhibit A - Map Gallery

Current Zoning

V, Village

PLF-22-022, Sparrow Village D
Active Adult Community



0 250 500 Feet



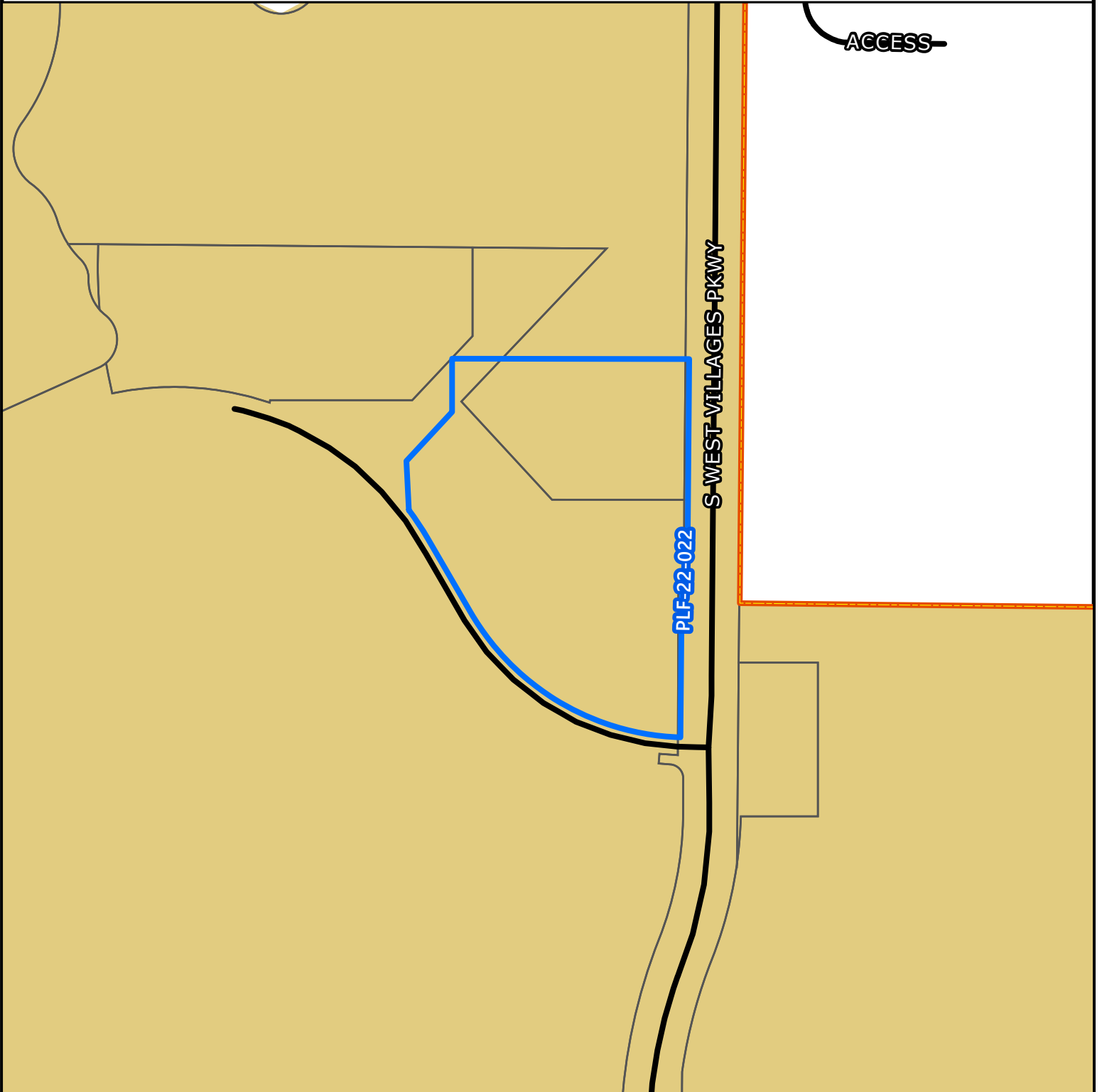
City Boundary

Streets



Parcel Boundary

V, Village



NOTE: THIS MAP CANNOT BE CORRECTLY INTERPRETED INDEPENDENTLY OF NORTH PORT COMPREHENSIVE PLAN AS ADOPTED BY ORDINANCE NO. 97-27, AS SAME AS MAY BE AMENDED FROM TIME TO TIME.

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City of North Port

Prepared on 3/31/2022
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Exhibit A - Map Gallery



Future Land Use

Village

PLF-22-022, Sparrow Village D Active Adult Community

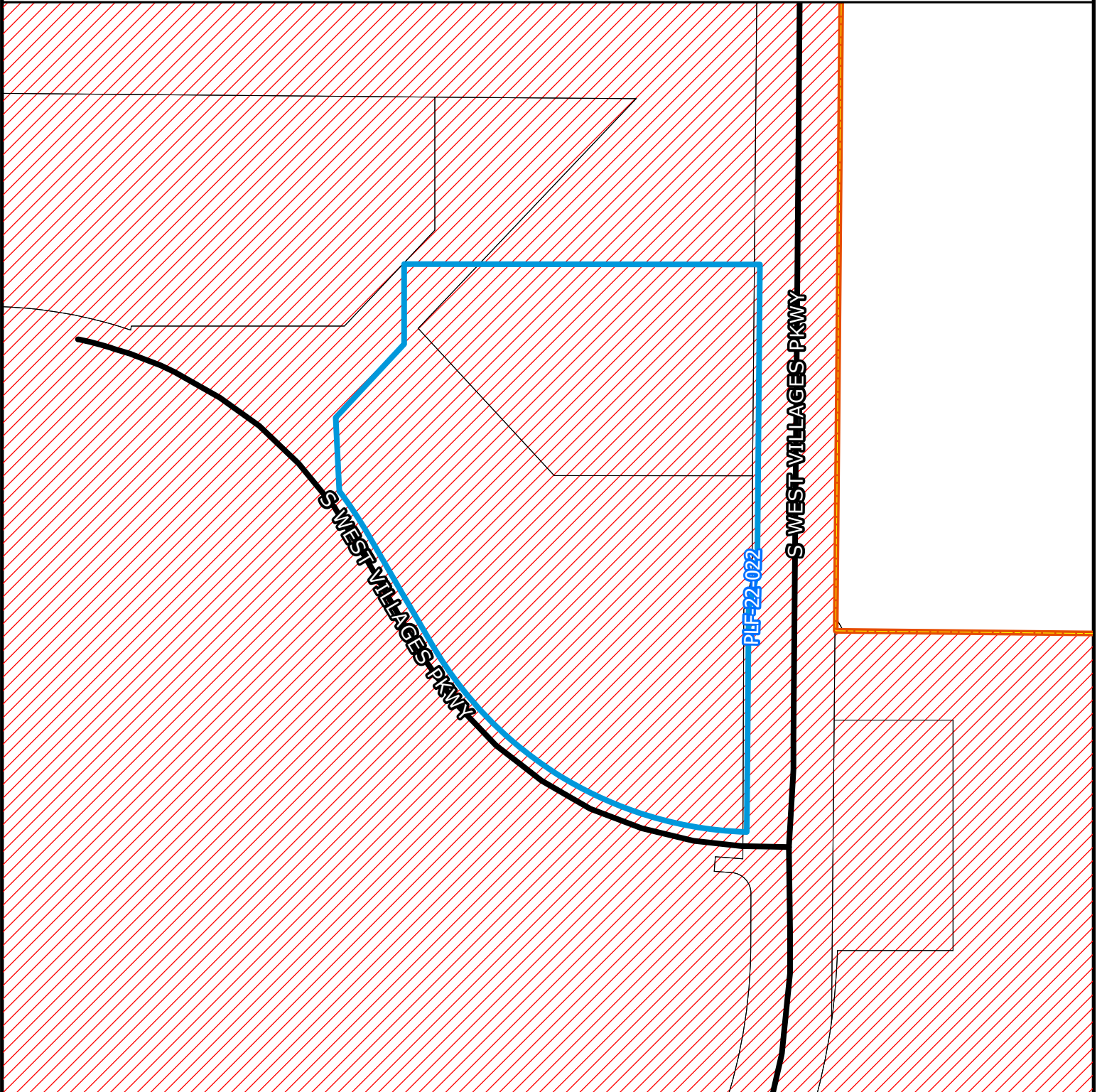


0 150 300 Feet

 Petition Boundary
 Parcel Boundary

 Streets
 VILLAGE

 City Boundary



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Exhibit B - Affidavit

AFFIDAVIT

I (the undersigned), Jeffrey Patterson being first duly sworn, depose and say that I am the owner, attorney, attorney-in-fact, agent, lessee or representative of the owner(s) of the property described and which is the subject matter of the proposed hearing; that all answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application are honest and true to the best of my (our) knowledge and belief. I understand this application must be complete and accurate before the hearing can be advertised, and that I am authorized to sign the application by the owner or owners. I (we) authorize City staff to visit the site as necessary for proper review of this petition. If there are any special conditions such as locked gates, restricted hours, guard dogs, etc., please provide the name and telephone number of the individual who can allow access.

Sworn and subscribed before me this 2nd day of August, 20 21

Jeffrey Patterson
Signature of Applicant or Authorized Agent

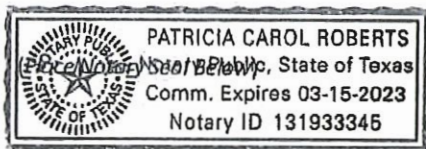
Jeffrey Patterson, Manager
Print Name and Title

STATE OF Texas COUNTY OF Travis

The foregoing instrument was acknowledged by me this 2nd day of August, 20 21, by Jeffrey Patterson who is personally known to me or has produced as identification, and who

did/did not take an oath.

Patricia Carol Roberts
Signature - Notary Public



AFFIDAVIT

AUTHORIZATION FOR AGENT/APPLICANT

I (we), Main Street Ranchlands, LLLP, property owner(s), hereby authorize Sparrow Partners to act as Agent/Applicant on our behalf to apply for this petition on the property described as (legal description) See attached legal description

John E. Luczynski, Senior VP, Land Development
Signature of Owner

8/17/21
Date

STATE OF Florida COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 17 day of August, 20 21, by John Luczynski who is personally known to me or has produced

as identification, and who did

not take an oath.

(Place Notary Seal Below)

Debra Zimmerman
Signature - Notary Public

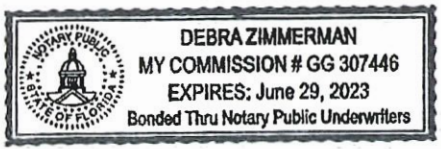


Exhibit B - Affidavit

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I (the undersigned), Jeffrey Patterson being first duly sworn, depose and say that I am the owner, attorney-in-fact, agent, lessee or representative of the owner(s) of the property described and which is the subject matter of the proposed hearing; that all answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application are honest and true to the best of my (our) knowledge and belief. I understand this application must be complete and accurate before the hearing can be advertised, and that I am authorized to sign the application by the owner or owners. I (we) authorize City staff to visit the site as necessary for proper review of this petition. If there are any special conditions such as locked gates, restricted hours, guard dogs, etc., please provide the name and telephone number of the individual who can allow access.

Sworn and subscribed before me this 2nd day of August, 2021

Jeffrey Patterson
Signature of Applicant or Authorized Agent

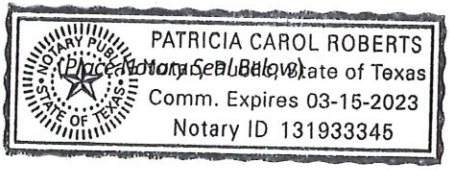
Jeffrey Patterson, Manager
Print Name and Title

STATE OF Texas COUNTY OF Travis

The foregoing instrument was acknowledged by me this 2nd day of August, 2021, by Jeffrey Patterson who is personally known to me or has produced as identification, and who

did/did not take an oath.

Patricia Carol Roberts
Signature - Notary Public



AFFIDAVIT
AUTHORIZATION FOR AGENT/APPLICANT

I (we), Sparrow Partners, property owner(s), hereby authorize Kimley-Horn and Associates, Inc. to act as Agent/Applicant on our behalf to apply for this petition on the property described as (legal description) See attached legal description

Jeffrey Patterson
Signature of Owner
Jeffrey Patterson, Manager

8-2-2021
Date

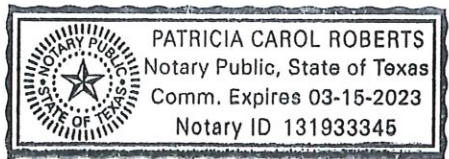
STATE OF Texas COUNTY OF Travis

The foregoing instrument was acknowledged by me this 2nd day of August, 2021, by Jeffrey Patterson who is personally known to me or has produced as identification, and who did

not take an oath.

(Place Notary Seal Below)

Patricia Carol Roberts
Signature - Notary Public





First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2061-5475068

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:
Hill, Ward & Henderson, P.A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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Exhibit C - Title Assurance

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Form 5030012 (5-16-17)	Page 3 of 11	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2061-5475068

Transaction Identification Data for reference only:

Issuing Agent: Hill, Ward & Henderson, P.A.

ALTA Universal ID:

Commitment Number:

Issuing Office:

Loan ID Number:

Issuing Office File Number: Sparrow Acquisitions/ Mattamy Homes

Property Address: 7820 S Tamiami Trl, Venice, FL 34293

Revision Number: 1 - 10/27/21

SCHEDULE A

1. Commitment Date: October 25, 2021 @ 8:00 AM
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: Sparrow Acquisitions, LLC, a Texas limited liability company
Proposed Policy Amount: \$3,000,000.00
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$
 - (c) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Main Street Ranchlands, LLLP, a Florida limited liability limited partnership f/k/a Thomas Ranch Land Partners Village 2A, LLLP
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof


Hill, Ward & Henderson, P.A.

By: _____
Authorized Signatory

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 <p><i>First American</i></p> <p>Schedule BI</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No: 2061-5475068</p>
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Issuing Office File Number: Sparrow Acquisitions/ Mattamy Homes

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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- a. Warranty Deed conveying the land from Main Street Ranchlands, LLLP, a Florida limited liability limited partnership f/k/a Thomas Ranch Land Partners Village 2A, LLLP to Sparrow Acquisitions, LLC, a Texas limited liability company. In connection with said deed, we will further require:
 - i) Production of a copy of the partnership agreement, with an affidavit affixed thereto that it is a true copy of the partnership agreement and all amendments thereto, and that the partnership has not been dissolved;
 - ii) That said deed be executed by all of the general partners unless said partnership agreement shows no limitation on the authority of one partner to execute a conveyance;
 - iii) Should any partner be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - iv) The Partnership must have been formed prior to, the date the Limited Partnership acquired title to the land;
 - v) Current Certificate from the Secretary of State of the state of origin that said partnership is active and current;
 - vi) Satisfactory evidence of compliance with all requirements regarding conveying and/or mortgaging partnership property contained in the Partnership Agreement;
 - vii) If any partners are deceased, the Warranty Deed should be from the parties who inherited or succeeded to the interest of the deceased partner, and/or the personal representative, as their interest(s) are determined by the Company, and from the partnership, together with evidence of the written consent to the proposed transfer from the other partners;
 - viii) If the partnership is dissolved, record an affidavit from the general partner signing the deed stating that the partner has not been denied authority to wind up the affairs of the partnership, and that the executing partner is not a debtor in a bankruptcy proceeding, and that the purpose of the conveyance is to wind up the partnership affairs;
 - ix) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

- 5. In relation to the Notice(s) of Commencement, recorded in Instrument No. 2021079309, on April 29, 2021, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.
- 6. Satisfactory evidence must be furnished as to the proper organization of Sparrow Acquisitions, LLC, a Texas limited liability company, prior to closing this transaction, together with proof as to the current status of said limited liability company in its state of origin. The Company reserves the right to make such additional requirements as it may deem necessary.
- 7. Proof of payment of all West Villages Improvement District assessments and/or impact fees.

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Exhibit C - Title Assurance

8. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show **PAID**. The gross amount is \$236,839.91 for Tax Identification No. 0783001005. Tax parcel contains additional lands.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show **PAID**. The gross amount is \$5,735.01 for Tax Identification No. 0784004000. Tax parcel contains additional lands.


NOTE: The following conveyance(s) have been recorded within the last 24 months:

None

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 <p><i>First American</i></p> <p>Schedule BII</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No: 2061-5475068</p>
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Issuing Office File Number: Sparrow Acquisitions/ Mattamy Homes

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:


1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Intentionally deleted.
8. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

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Form 5030012 (5-16-17)	Page 8 of 11	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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 <p>Schedule BII (Cont.)</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No: 2061-5475068</p>
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NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Access and drainage easements and use restrictions (see 2, (f) of said deed) in favor of the District Board of Trustees of Manatee Junior College as set forth in that certain Warranty Deed in Book 1571, page 2172.
10. Notice Of Establishment Of The West Villages Improvement District And Its Unit Of Development No. 1 recorded as Instrument No. 2004223490; Notice Of Promissory Note Sale By The West Villages Improvement District And For Unit Of Development No. 1 recorded in Instrument No. 2006023618; Notice And Disclosure Of Taxing Authority By West Villages Improvement District recorded in Instrument No. 2007048565; Notice By West Villages Improvement District Of Bond Indebtedness For Unit Of Development No. 1 recorded in Instrument No. 2007086623; Notice Of Recording Chapter 255.05, Florida Statutes, Payment And Performance Bonds By West Villages Improvement District recorded in Instrument No. 2008055051; West Villages Improvement District Unit Of Development No. 1 Notice Of Series 2017 Special Assessments And Government Lien Of Record recorded in Instrument No. 2017111575; Collateral Assignment And Assumption Of Development Rights (Unit Of Development No. 1) recorded in Instrument No. 2017111576; Declaration Of Consent To Jurisdiction To West Villages Improvement District And To Imposition Of Special Assessments (Unit Of Development No. 1) recorded in Instrument No. 2017111577; Declaration Of Consent To Jurisdiction Of West Villages Improvement District And To Imposition Of Special Assessments (Unit Of Development No. 1) recorded in Instrument No. 2017111582; Notice By West Villages Improvement District Of Bond Indebtedness For Unit Of Development No. 1 recorded in Instrument No. 2018000839; Resolution 2018-10 recorded in Instrument No. 2018084717 and Notice Of Establishment Of The West Villages Improvement District Unit Of Development No. 6 recorded in Instrument No. 2018142894.

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Exhibit C - Title Assurance

11. Terms and conditions of the City Of North Port, Florida/Fourth Quarter Properties XXXII, LLC Water And Wastewater System Interim Utilities Agreement between Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company and City of North Port, Florida recorded in Instrument No. 2005089520.
12. Terms and conditions of the Amended And Restated Utility Agreement between Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company, West Villages Improvement District and City Of North Port, Florida recorded in Instrument No. 2007064870, as affected by document recorded in Instrument No. 2018010761.
13. Terms and conditions of the City Of North Port, Florida And Sarasota County Public Hospital Board Water And Wastewater System Standard Developer's Agreement between Sarasota County Public Hospital Board and City Of North Port, Florida recorded in Instrument No. 2007089003.
14. Terms and conditions of the Easement Agreement between Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company and West Villages Improvement District recorded in Instrument No. 2007150241.
15. Terms and conditions of the Slope, Drainage, Gateway Feature, And Landscape Easement Agreement between Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company and West Villages Improvement District recorded in Instrument No. 2009155886, as amended in Instrument No. 2020027683.
16. Easement granted to West Villages Improvement District by instrument recorded in Instrument No. 2010135761.
17. Restrictive Covenant recorded in Instrument No. 2018128694 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
18. Terms and conditions of the West Villages Developer Agreement between West Villages, LLLP, a Florida limited liability limited partnership, the West Villages Improvement District and City Of North Port, Florida recorded in Instrument No. 2020042302, as affected by document recorded in Instrument No. 2020042589.
19. Any adverse ownership claim by the State of Florida by right of sovereignty to any part of the Land that is, as of the Date of Policy or was at any time previously, under water (submerged).

Note: All of the recording information contained herein refers to the Public Records of Sarasota County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.


Searched by: Darin Rader/ - - drader@firstam.com

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 <p>First American</p> <p>Exhibit A</p>	<p>ISSUED BY First American Title Insurance Company</p> <p>File No: 2061-5475068</p>
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Issuing Office File Number: Sparrow Acquisitions/ Mattamy Homes

The land referred to herein below is situated in the County of Sarasota, State of Florida, and described as follows:

Commence at the Southeast corner of Section 32, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.00°30'20"E., along the East line of said Section 32, a distance of 1,108.07 feet; thence N.89°29'40"W., perpendicular to said East line of Section 32, a distance of 422.10 feet to the West right of way line of West Villages Parkway, as described in Instrument No. 2010135760 of the Public Records of Sarasota County, Florida for the point of beginning, same being a curve to right having radius of 546.49 feet; a central angle of 17°31'34", a chord bearing of N.79°35'01"W., and a chord length of 166.51 feet; thence along the arc of said curve, an arc length of 167.16 feet to a point on a compound curve to the right, having a radius of 566.40 feet, a central angle of 12°44'12", a chord bearing of N.64°30'22"W., and a chord length of 125.65 feet; thence along the arc of said curve, an arc length of 125.91 feet to a point on a compound curve to the right, having a radius of 613.28 feet, a central angle of 07°26'55", a chord bearing of N.53°38'30"W., and a chord length of 79.67 feet; thence along the arc of said curve, an arc length of 79.73 feet to a point on a compound curve to the right, having a radius of 535.13 feet, a central angle of 11°57'38", a chord bearing of N.43°47'43"W., and a chord length of 111.51 feet; thence along the arc of said curve, an arc length of 111.71 feet to a point on a compound curve to the right, having a radius of 556.31 feet, a central angle of 07°48'59", a chord bearing of N.34°12'30"W., and a chord length of 75.83 feet; thence along the arc of said curve, an arc length of 75.89 feet; thence N.30°08'32"W., a distance of 188.12 feet to a point on a curve to the left, having a radius 646.08 feet, a central angle of 06°38'39", a chord bearing of N.33°36'20"W., and a chord length of 74.88 feet; thence along the arc of said curve, an arc length of 74.92 feet; thence N.02°54'04"W., a distance of 107.82 feet; thence N.42°56'28"E., a distance of 147.30 feet; thence N.00°03'01"E., a distance of 117.25 feet; thence S.89°55'18"E., a distance of 521.43 feet to the West line of West Villages Parkway, per Official Records Book 2785, page 641, of the Public Records of Sarasota County, Florida; thence S.00°30'25"W., along said West line of West Villages Parkway, a distance of 452.51 feet to a point on the West line of said West Villages Parkway, per Instrument No. 2010135760, of the Public Records of Sarasota County, Florida; thence along said West line of West Villages Parkway, per Instrument No. 2010135760, the following two (2) courses: (1) thence S.14°00'09"W., a distance of 51.42 feet; (2) thence S.00°30'25"W., a distance of 329.35 feet to the point of beginning.

All being in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida.

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Exhibit D - City Surveyor Approval

From: [Chadwick, Richard](#)
To: [Sherry Willette](#)
Cc: [Gremaux, Ty](#)
Subject: [EXTERNAL] FW: Second Review of, Main Street Ranchlands Plat No 3, Aka: Wellen Park Village D Active Adult Community, City of North Port, Florida
Date: Friday, April 8, 2022 12:22:34 PM



Good afternoon Sherry,

Please see email below from Alan approving both the Sparrow Plat and the Everglow Drive (f.k.a. Daybreak Drive) Plat.

Regards,

Richard Chadwick

From: Alan Fish <alanvbf@gmail.com>
Sent: Friday, April 8, 2022 12:21 PM
To: Chadwick, Richard <Richard.Chadwick@kimley-horn.com>
Cc: nfossick@cityofnorthport.com; 'Sherry Willette' <swillette@cityofnorthport.com>; Gremaux, Ty <ty.gremaux@kimley-horn.com>
Subject: RE: Second Review of, Main Street Ranchlands Plat No 3, Aka: Wellen Park Village D Active Adult Community, City of North Port, Florida

Richard,

I have reviewed the two revised Plats and found both plats to now be in in conformance with Chapter 177, Part, One, Florida Statutes.

Alan Fish, PSM

From: Chadwick, Richard <Richard.Chadwick@kimley-horn.com>
Sent: Wednesday, April 06, 2022 4:08 PM
To: Alan Fish <alanvbf@gmail.com>
Cc: nfossick@cityofnorthport.com; 'Sherry Willette' <swillette@cityofnorthport.com>; Gremaux, Ty <ty.gremaux@kimley-horn.com>
Subject: RE: Second Review of, Main Street Ranchlands Plat No 3, Aka: Wellen Park Village D Active Adult Community, City of North Port, Florida

Good afternoon Alan,

Thank you for your review.

Attached are the revised plats addressing your comments.

Please let me know should you find these acceptable.

WEST VILLAGES IMPROVEMENT DISTRICT
C/O Special District Services, Inc.
19503 S. West Villages Parkway #A3
Venice, Florida 34293

April 1, 2022

The Planning and Zoning Division
City of North Port
4970 City Hall Boulevard
North Port, Florida 34286
planninginfo@cityofnorthport.com

Re: District Review and Approval of Main Street Ranchlands No.3 Plat

To Whom It May Concern:

I serve as Chairman of the board of Supervisors to the West Villages Improvement District (the "District"), a local unit of special-purpose government partially located in the City of North Port, Florida (the "City"). Please be advised that District staff has reviewed and approved the form of that certain draft plat of Main Street Ranchlands Plat No. 3 attached with this letter and being submitted to the City by Main Street Ranchlands, LLLP. If applicable, the District consents to the street tree and landscape easements, as required by the West Villages District Pattern Book, being granted to the applicable homeowners' association, as shown in the draft plat. Accordingly, upon approval by the City Commission, the District will be prepared to promptly thereafter execute the plat for recording purposes.

Should you have any questions regarding the foregoing, please do not hesitate to contact Richard Ellis, West Villages Improvement District Engineer, at (941) 702- 9672 or rellis@dewberry.com.

Sincerely,



John Luczynski
Chairman of the Board of Supervisors

cc: Richard Ellis, District Engineer (via e-mail)
William Crosley, District Manager (via e-mail)
Lindsay Whelan, District Counsel (via e-mail)