



STAFF REPORT

Davis Wellen Park II Multi-Family

Final Plat

From: Sherry Willette-Grondin, Planner III

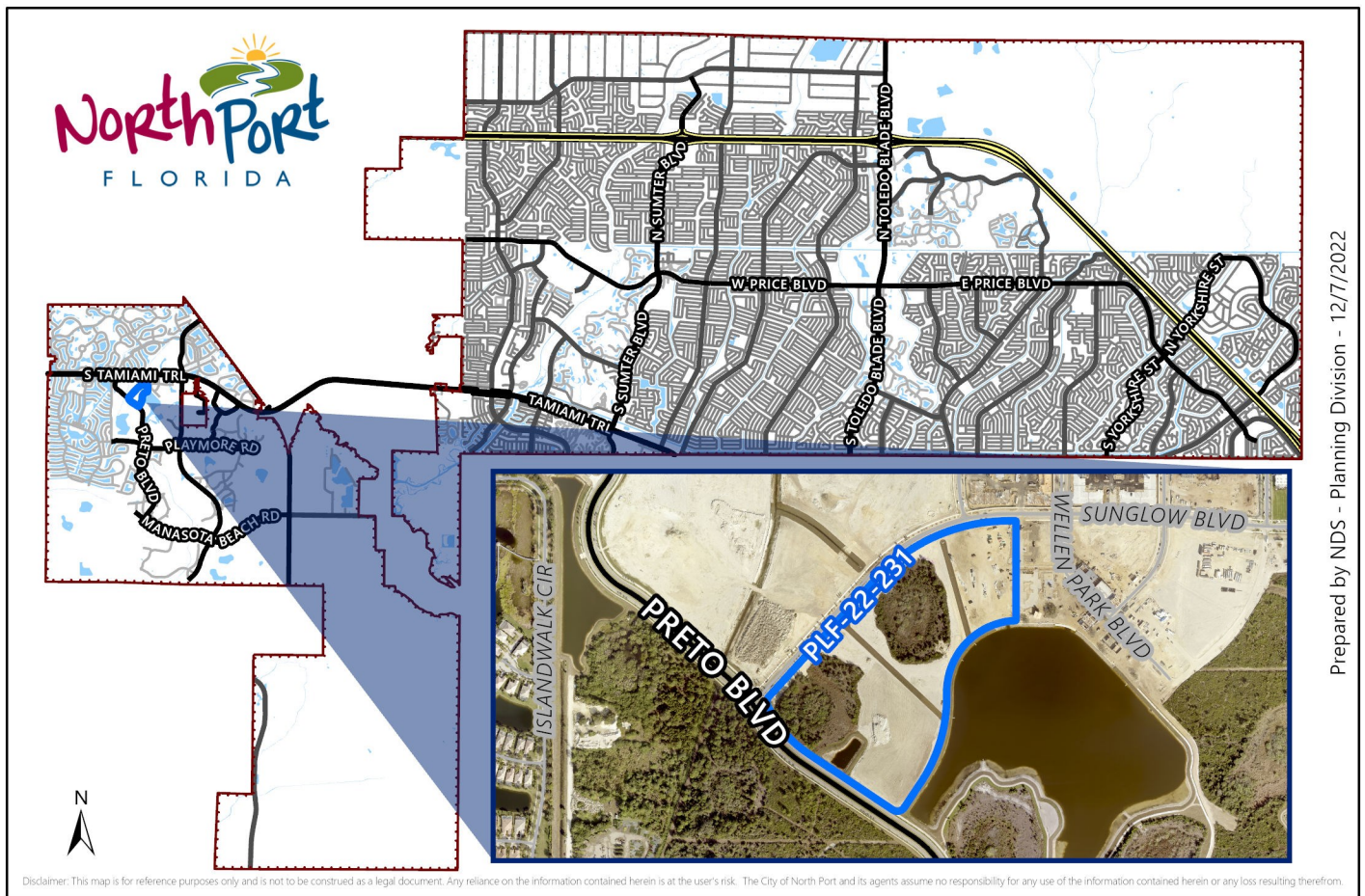
Thru: Lori Barnes, AICP, CPM, Planning & Zoning Division Manager

Thru: Alaina Ray, AICP, Neighborhood Development Services Director

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

Thru: A. Jerome Fletcher II, ICMA-CM, MPA, City Manager

Date: February 16, 2023



Prepared by NDS - Planning Division - 12/7/2022

PROJECT:	PLF-22-231, Davis Wellen Park II Multi-Family (QUASI-JUDICIAL)
REQUEST:	Approval of Final Plat for Davis Wellen Park II Multi-Family
APPLICANT:	John Luczynski on behalf of Main Street Ranchlands LLLP
OWNER:	Main Street Ranchlands LLLP
LOCATION:	Within Village D; West of S West Villages Pkwy approximately 900 feet South of US-41, and East of Islandwalk Circle (Section 32, Township 39 South, Range 20 East, North Port, Florida.)

I. BACKGROUND

The plat of Davis Wellen Park II Multi-Family provides a future development tract, wetland tracts 600 and 601, utility, drainage, and maintenance easements, sanitary easements, and drainage easements. A planned 359-unit multi-family apartment complex with recreational amenities and a pool is proposed for the future development tract. Village D is entitled to 2,400 residential units. The number of proposed dwelling units fall within the allotted units. The entire site contains approximately ± 29.4789 acres.

The site is located within the Village D, West Villages Improvement District development in the MU-2 (Mixed Use Area), as shown in Figure 1 below, West of and adjacent to S. West Villages Parkway and North of the access road.

In March 2020, the Master Infrastructure (INF-19-289) Plans for Village D were approved by the City staff.

A surety bond of \$669,028.51 is required for onsite sanitary sewer and potable water at the time of the Major Site and Development.

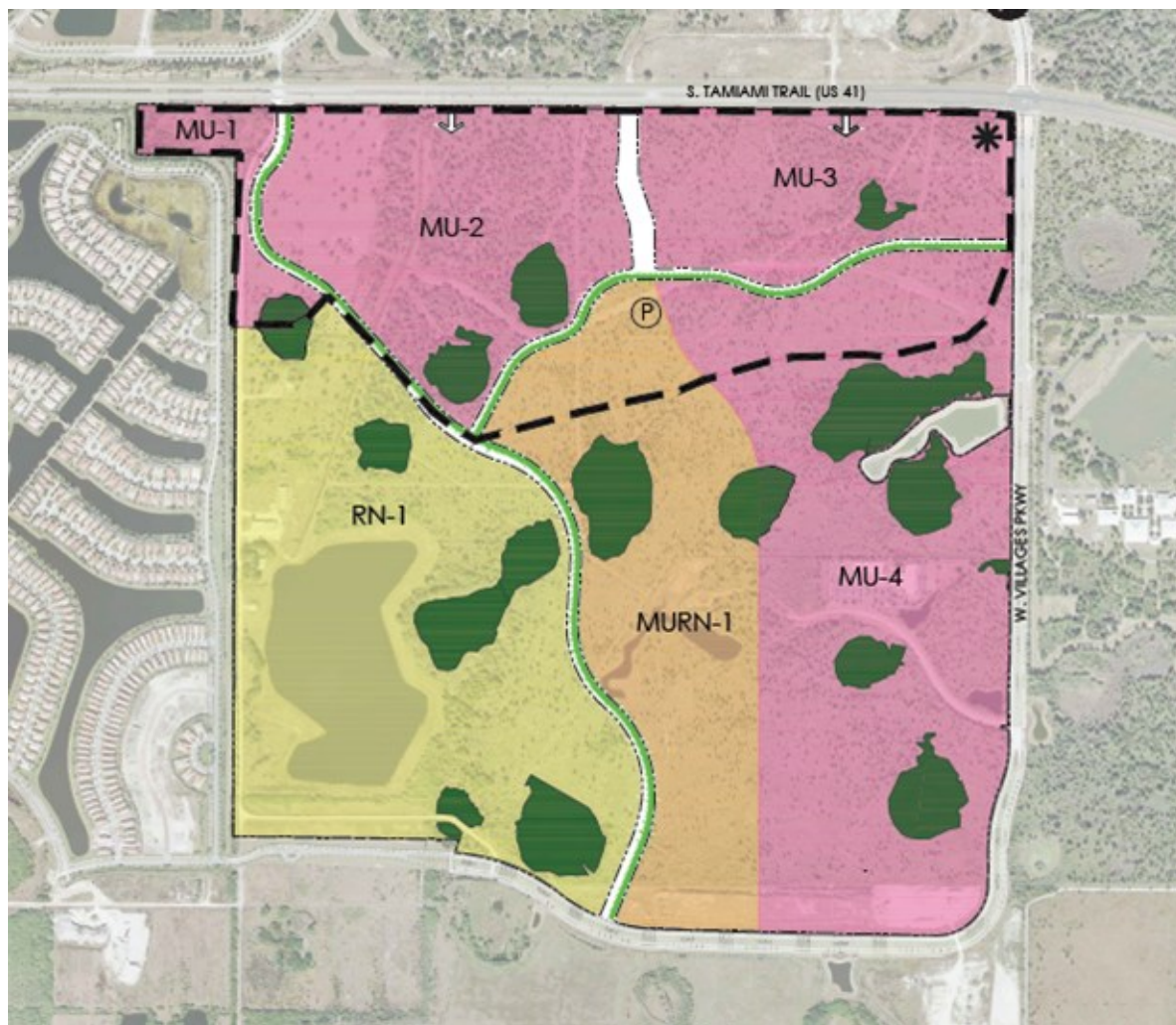


Figure 1

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-22-231 meets the State's requirements for City review and approval of plats.

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). As this is a single tract project, there are no subdivision plans.

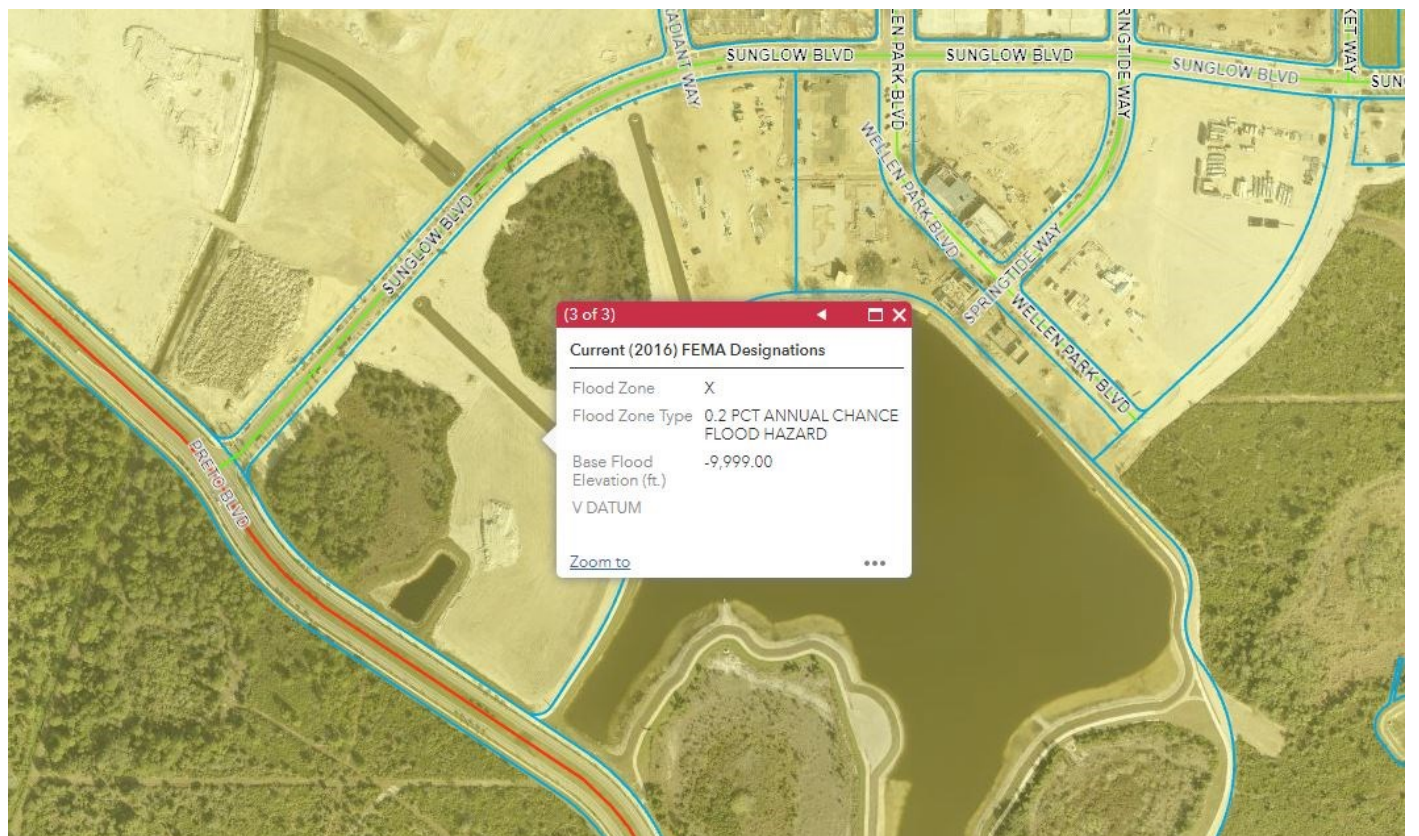
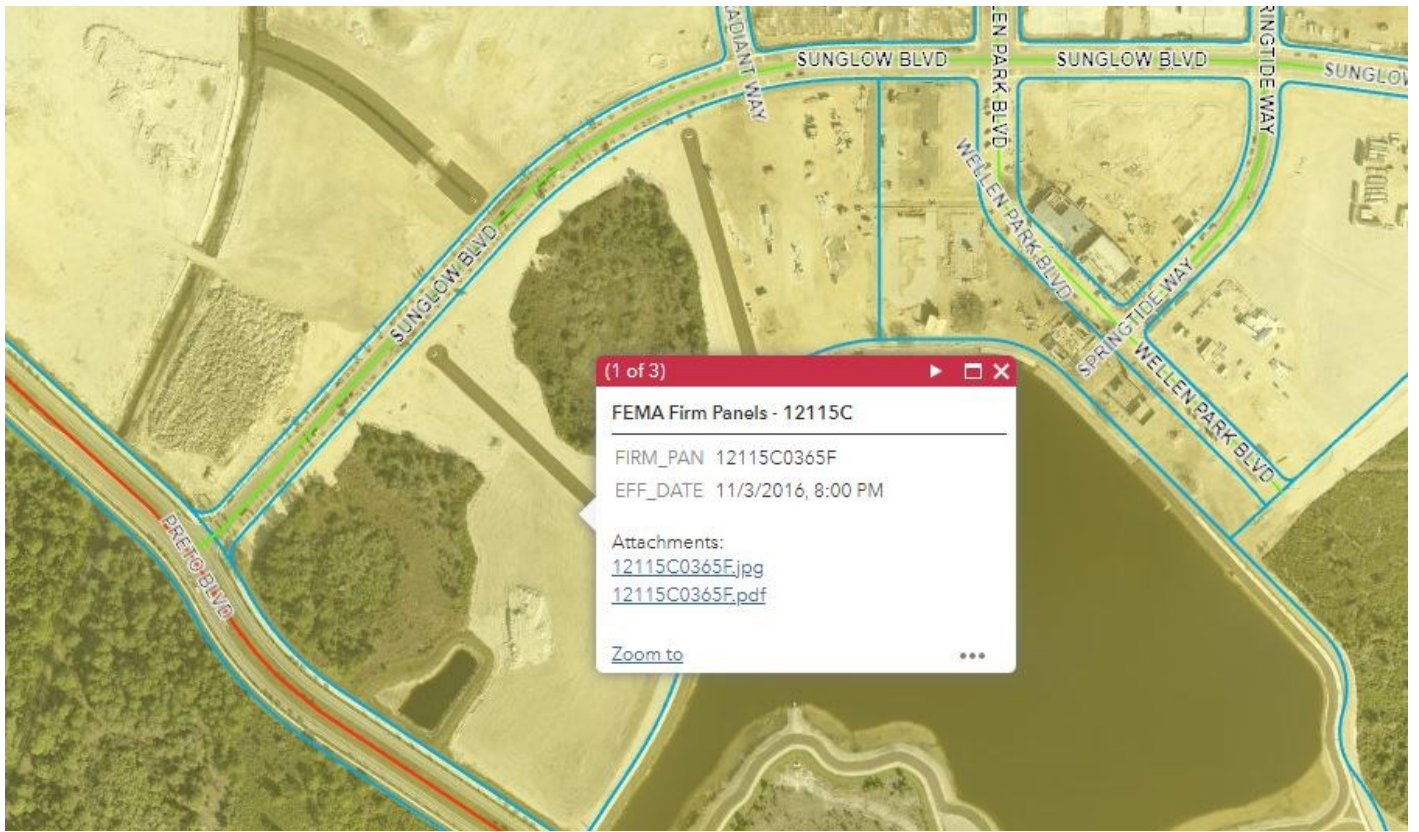
Conclusion: PLF-22-231 conforms with the ULDC.

ENVIRONMENTAL

A formal environmental survey has been completed on the site with the approved infrastructure plan, and the site has been cleared. 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-22-231, Davis Wellen Park II Multi-Family:

I move to recommend approval of Petition No. PLF-22-231 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-22-231 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-22-231 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	February 16, 2023 9:00 AM or as soon thereafter
City Commission Public Hearing	March 14, 2023 10:00 AM or as soon thereafter

VI. EXHIBITS

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



City of North Port

Prepared on 12/12/2022
by NDS / Planning Division


Exhibit A - Map Gallery

Aerial Location Map

PLF-22-231, Davis Wellen Park II Multi-Family



0 150 300 Feet

 Petition Boundary





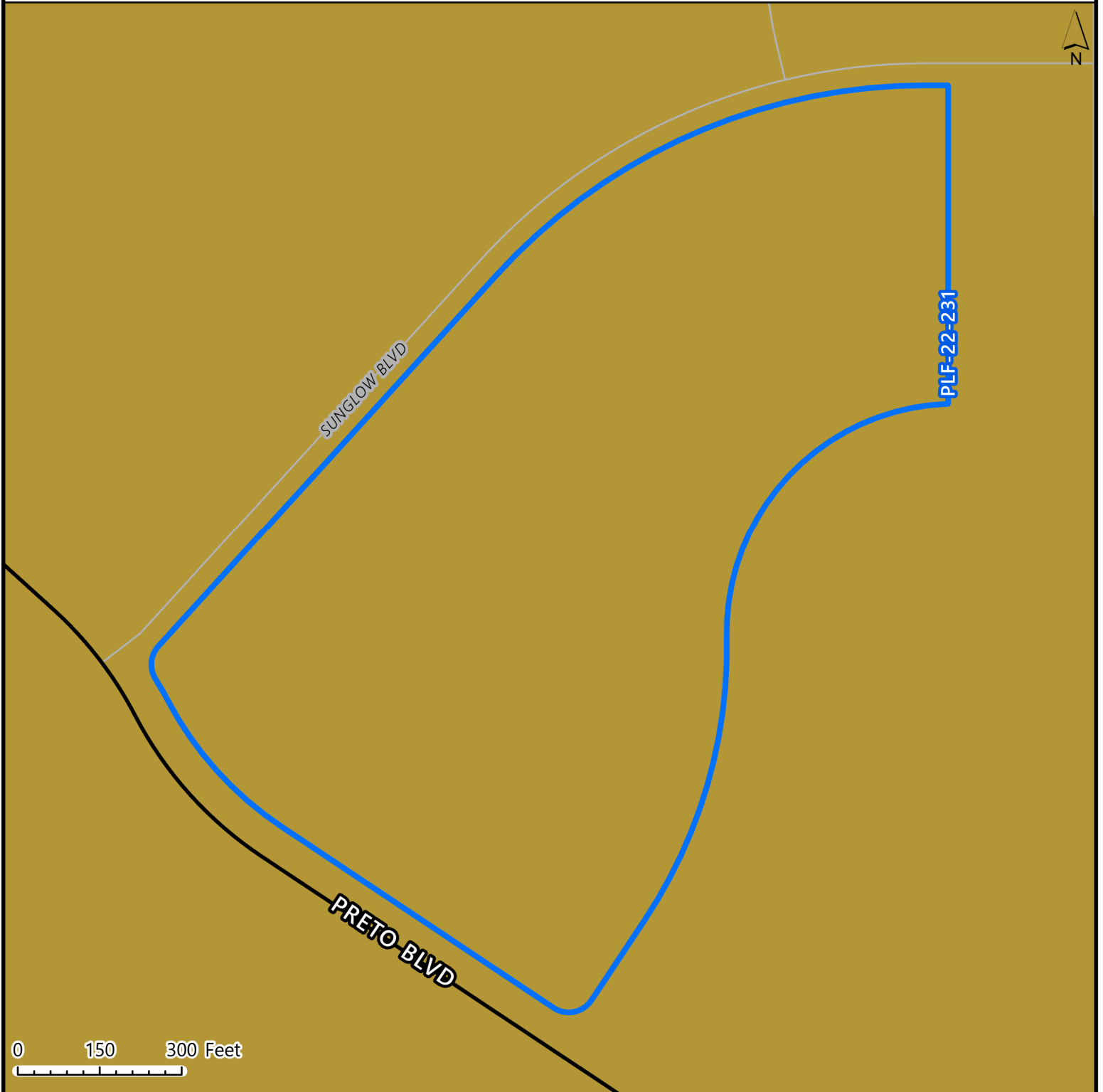
Disclaimer: This map is for reference purposes only and is not to be construed as a legal document. Any reliance on the information contained herein is at the user's risk. The City of North Port and its agents assume no responsibility for any use of the information contained herein or any loss resulting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



Current Zoning

PLF-22-231, Davis Wellen Park II Multi-Family V, Village

-  Petition Boundary
-  (V) Village





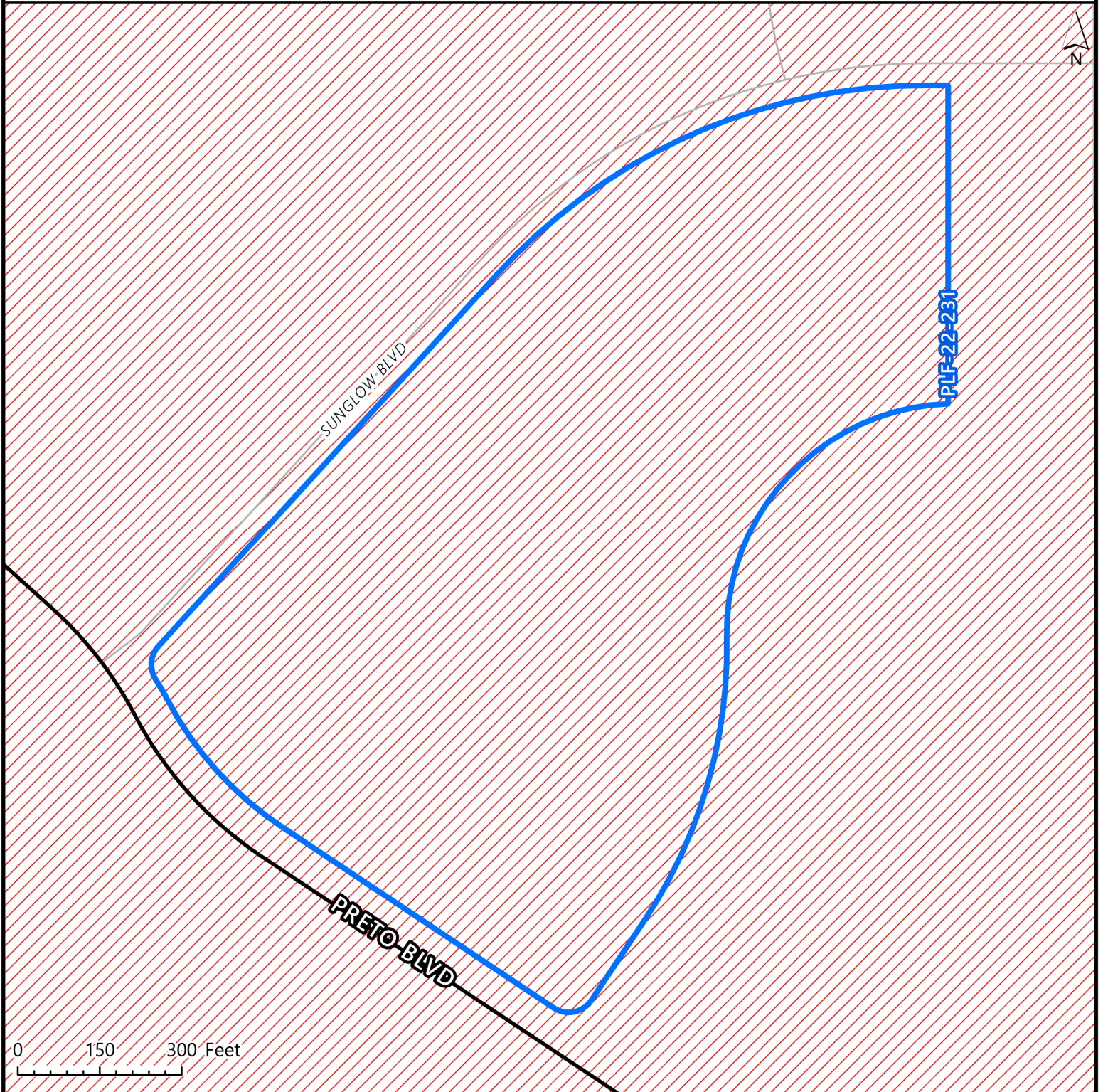
NOTE: THIS MAP CANNOT BE CORRECTLY INTERPRETED INDEPENDENTLY OF NORTH PORT COMPREHENSIVE PLAN AS ADOPTED BY ORDINANCE NO. 97-27, AS SAME AS MAY BE AMENDED FROM TIME TO TIME.
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Future Land Use

PLF-22-231, Davis Wellen Park II Multi-Family VILLAGE

-  Petition Boundary
-  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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Exhibit B - Affidavit
AFFIDAVIT

I (the undersigned), John E. Luczynski being first duly sworn, depose and say that I am the owner, attorney, attorney-in-fact, agent, lessee or representative of the owner of the property described and which is the subject matter of the proposed application; 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 accurate to the best of my knowledge and belief. I understand this application must be complete and accurate before the application can be processed or hearing can be advertised, and that I am authorized to sign the application by the owner or owners. I authorize City of North Port staff and agents to visit the site as necessary for proper review of this application. *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 7 day of October, 2022

[Signature]
Signature of Applicant or Authorized Agent

John E. Luczynski, Senior Vice President
Print Name and Title

STATE OF Florida COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 7 day of October, 2022, by _____ who is personally known to me or has produced _____ as identification.

[Signature]
Signature - Notary Public
Laura J. Mooneyham



AFFIDAVIT
AUTHORIZATION FOR AGENT/APPLICANT

I, John E. Luczynski, property owner, hereby authorize Joseph R. Jasper of Stantec to act as Agent on our behalf to apply for this application on the property described as (legal description) _____ see legal description

[Signature] John E. Luczynski, Senior Vice President
Owner Date Oct 7, 2022

STATE OF Florida COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 7 day of October, 2022, by _____ who is personally known to me or has produced _____ as identification.

[Signature]
Signature - Notary Public
Laura J. Mooneyham





American Land Title Association Commitment for Title Insurance

Issued By Old Republic National 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, Old Republic National Title Insurance Company, a Florida 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

Issued through the Office of
Williams Parker
200 South Orange Avenue
Sarasota, FL 34236



Nicole F. Christie
Authorized Signatory
Agent ID: 170

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

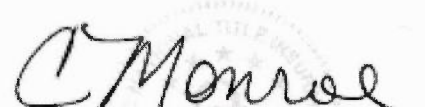
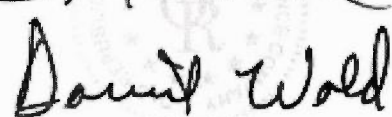
By  **C. Monroe** President
Attest  **David Wald** Secretary

Exhibit C - Title Assurance

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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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT**

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 1118898 A3	Revision Number: None	Issuing Office File Number: CNFC-MSR2B3	Issuing Office: 17001
Property Address: 19099 West Villages Parkway Venice, FL 34293	Loan ID Number:	ALTA Universal ID: None	Issuing Agent: Williams Parker Harrison Dietz & Getzen, PLLC

1. Commitment Date: **January 3, 2023 at 11:00 PM**

2. Policy to be Issued: Proposed Policy Amount:

OWNER'S: **ALTA Owner's Policy (06/17/06). (With Florida Modifications)** **\$6,000,000.00**

Proposed Insured: **DAVIS DEVELOPMENT, INC., a Georgia corporation**

MORTGAGEE:

Proposed Insured:

MORTGAGEE:

Proposed Insured:

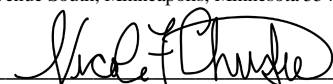
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
MAIN STREET RANCLANDS, LLLP, a Florida limited liability limited partnership, formerly known as THOMAS RANCH LAND PARTNERS VILLAGE 2A, LLLP, a Florida limited liability limited partnership

5. The Land is described as follows:
See Exhibit A

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111



AUTHORIZED SIGNATORY

Williams Parker Harrison Dietz & Getzen, PLLC

17001

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*AMERICAN LAND TITLE ASSOCIATION
COMMITMENT*

Schedule B-I

Issuing Office File Number: CNFC-MSR2B3

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.
 - A. Warranty Deed from MAIN STREET RANGLANDS, LLLP, a Florida limited liability limited partnership, formerly known as THOMAS RANCH LAND PARTNERS VILLAGE 2A, LLLP, a Florida limited liability limited partnership, to the proposed insured purchaser(s).
5. Good standing under the State of Florida for MAIN STREET RANGLANDS, LLLP, A Florida limited liability limited partnership, has been verified as of the certification date of this commitment. Satisfactory evidence must be furnished establishing that MAIN STREET RANGLANDS, LLLP, A Florida limited liability limited partnership, remains in good standing under the laws of Florida at date of the insured purchase and sale and/or loan.
6. Confirm compliance with the partnership agreement concerning the alienation of real property. Record an affidavit from one or more of the general partners stating: (1) that the general partner(s) executing the instrument(s) to be insured is/are authorized to do so under the partnership agreement or that all partners have consented to the instruments to be insured; (2) the names of the existing general partners; (3) that any partners that are legal or commercial entities have not been dissolved; (4) that neither the partnership nor any partners has been a debtor in bankruptcy; and (5) that the partnership has been in full force and effect under a valid partnership agreement during the entire time that the partnership has held title to the real property.
7. If any general partner(s) is a legal or commercial entity, require a good standing certificate from the date of purchase through to the present time.
8. Confirm that the sale of the subject property does not constitute a sale, lease, exchange or other disposition of all or substantially all of the assets of the partnership other than in the usual and regular course of the partnership activities. If it does, then all of the general partners and at least a majority of limited partners must approve the transaction as provided in Sec. 620.1406(1)(i), F.S., and Sec. 620.1406(5), F.S. If the partnership is organized other than under Florida law, satisfactory evidence must be provided showing compliance with the laws of the state or country of origin.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT**

Schedule B-I

Issuing Office File Number: CNFC-MSR2B3

9. Satisfactory evidence must be furnished establishing that DAVIS DEVELOPMENT, INC., a Georgia corporation, is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
10. A survey meeting the requirements of Fund TN 25.03.06 describing the subject property and accurately depicting its legal description, must be provided. Upon review of the Survey, Schedule A of this Commitment may be revised to include the accurate legal description. The Company reserves the right to make further revisions with reference hereto, including a determination of legal access to the Land.
11. Record amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Wellen Park Downtown, recorded in Instrument Number [2020170396](#), Public Records of Sarasota County, Florida.
12. INTENTIONALLY DELETED.
13. Estoppel letter from The West Villages Improvement District that all assessments, including special assessments, which provide for a lien against the subject property, are paid in full.
14. Determination that there are no unrecorded special assessments or liens provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
15. A search commencing with the effective date of this commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
16. [REVISED] NOTE: Taxes for the year 2022 have been paid on Account Number 0783001005, the gross amount being \$243,259.38.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT**

Schedule B-II

Issuing Office File Number: CNFC-MSR2B3

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 Commitment Date hereof 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.
 - a. General or special taxes and assessments required to be paid in the year **2023** and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Taxes, liens and assessments due to the West Villages Improvement District. (This item may be deleted upon compliance with Schedule B-I, No. 13 of this Commitment.)
5. [REVISED] Notice of Establishment of West Villages Improvement District, Declaration of Consent to Jurisdiction, Agreement between West Villages Improvement District and Fourth Quarter Properties XXXII, LLC, and other instruments pertaining to said District recorded in Instrument Numbers [2004223490](#), [2017111575](#), [2017111582](#), [2018000839](#), [2018084717](#), [2018142894](#), [2022121327](#), [2022121328](#), [2022198036](#), [2022198138](#), and [2022198195](#), Public Records of Sarasota County, Florida, which contain provisions creating assessments.
6. Restrictive Covenant recorded in Instrument Number [20180128694](#), Public Records of Sarasota County, Florida.
7. Irrigation Water Supply Agreement recorded in Instrument Number [2018159052](#), together with First Amendment to Irrigation Water Supply Agreement recorded in Instrument Number 2021205095, Public Records of Sarasota County, Florida.

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*AMERICAN LAND TITLE ASSOCIATION
COMMITMENT*

Schedule B-II

Issuing Office File Number: CNFC-MSR2B3

8. Temporary Construction and Maintenance Easement Agreement recorded in Instrument Number [2018031435](#), Public Records of Sarasota County, Florida.
9. Agreement Granting Non-Exclusive Perpetual Easement recorded in Instrument Number [2020005362](#), as corrected by Corrective Agreement Granting Non-Exclusive Perpetual Easement recorded in Instrument Number [2020073141](#), Public Records of Sarasota County, Florida.
10. Declaration of Covenants, Conditions, Easements and Restrictions for Wellen Park Downtown, recorded in Instrument Number [2020170396](#), Public Records of Sarasota County, Florida, together with amendment to be recorded in the Public Records of Sarasota County, Florida.
11. Rights of the lessees under unrecorded leases.
12. Commitment exception #3 is hereby deleted in its entirety.
13. Note: 2019 Amended and Restated Utilities Agreement recorded in Instrument Number [2019125013](#), Public records of Sarasota County, Florida, which contain provisions creating easements, use restrictions, and charges in favor of the City of North Port.
14. Note: Recorded Notice of Environmental Resource Permit recorded in Instrument Number [2018070339](#), Public Records of Sarasota County, Florida.
15. Note: West Villages Developer Agreement (Post Annexation) recorded in Instrument Number [2020042302](#), together with Joinder and Consent to the West Villages Developer Agreement (Post Annexation) and to Dedications, Reservations, Covenants, Restrictions and Obligations to Convey recorded in Instrument Number [2020042589](#), and Memorandum of Agreement for West Villages Developer Agreement (Post Annexation) and Joinder and Consent recorded in Instrument Number [2020042654](#), Public Records of Sarasota County, Florida, which contains provisions for dedications, reservations, covenants, restrictions and obligations to convey and grant easements.
16. [REVISED] Use restrictions in Paragraph 1 of the Declaration of Restrictive Covenants and Rights recorded in Instrument Number [2021153734](#), Public Records of Sarasota County, Florida, containing use restrictions.
17. Easement to Florida Power & Light Company recorded in Instrument Number [2021180610](#), Public Records of Sarasota County, Florida.
18. [ADDED] Easement to Florida Power & Light Company recorded in Instrument Number [2022170922](#), Public Records of Sarasota County, Florida.

Exhibit C - Title Assurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

Exhibit A

Commitment Number:

1118898 A2

Issuing Office File Number:

CNFC-MSR2B3

A portion of the property in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, as depicted by, but not a part of, the plat recorded in Plat Book [54, Page 331](#), Public Records of Sarasota County, Florida, lying to the South of the Southerly boundary of Tract 300 of the aforementioned plat, lying to the West of the Westerly boundary of Tract 4 of the aforementioned, plat, lying to the North and Northwest of the Westerly boundary of Tract 7 of the aforementioned plat, and lying to the North of the Northerly boundary of proposed Preto Road.

7595149.v2

Exhibit D - City Surveyor's Approval

Van Buskirk & Fish, Surveying & Mapping, Inc.

12450 TAMIAMI TRAIL UNIT D, NORTH PORT, FLORIDA 34287
PHONE: 941.426.0681 FAX: 941.426.6101 E-MAIL: landsurveyor@vbfainc.com

November 16, 2022

Sherry Willette
City of N. Port Planning & Zoning, Dept.
4970 City Hall Blvd.
North Port, FL. 34286
E-Mail: [swillette@cityofnorthport.com]

RE: Review of proposed Record Plat of "Davis Wellen Park II Multi-Family" in the
City of North Port, Florida,

Sherry,

I have performed a review for conformance with Chapter 177, Part I, Florida Statutes of the
above referenced Plat and found the Plat to be in conformance with said Part.

This review was performed to determine compliance with Chapter 177, Part I, Florida Statutes
only and does not include verification of the absence of any underlying easements, installation of
PRM's or checking of the mathematical data contained within the plat. The correctness of said
data is the responsibility of the certifying Surveyor.

Respectfully yours,
Van Buskirk & Fish, Surveying & Mapping, Inc.

Alan K. Fish, PSM
Registered Professional Surveyor & Mapper
Florida Certificate # 3941