

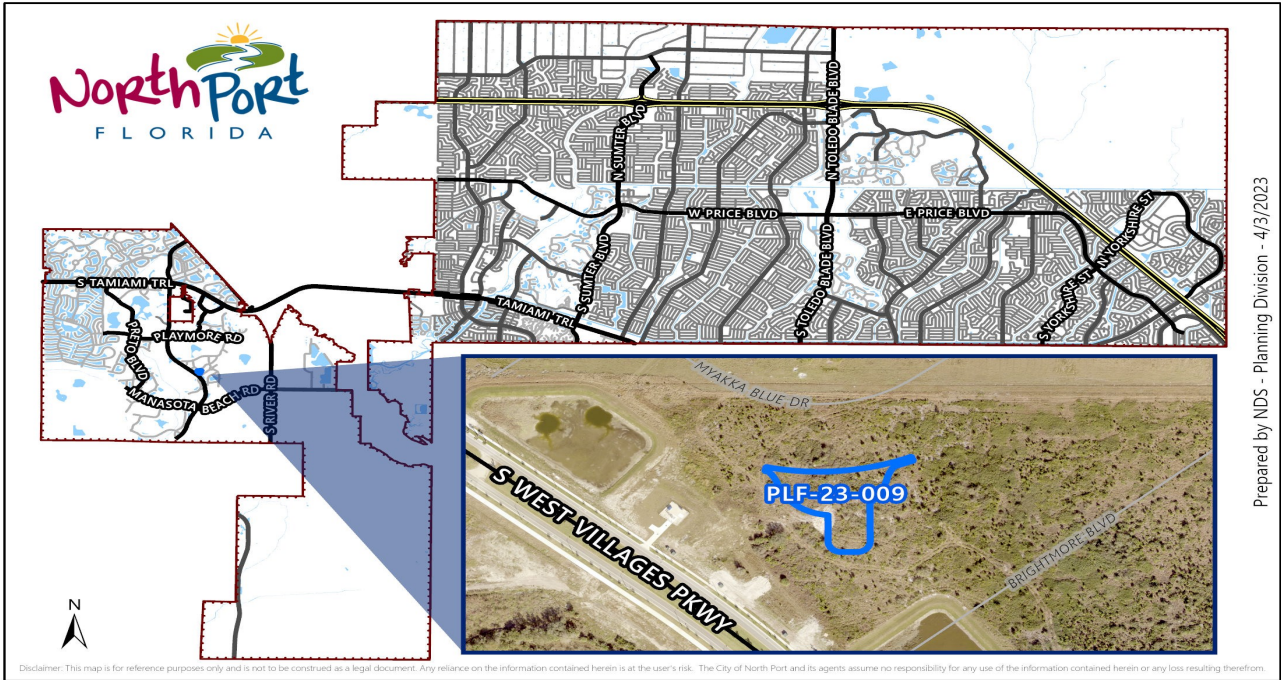


STAFF REPORT

Brightmore at Wellen Park, Phases 1A-1C, 2A, and 3, Replat of Tract 513 and Tract 601

Final Plat

- From:** Carl Bengé, AICP, 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:** April 20, 2023



Prepared by NDS - Planning Division - 4/3/2023

<b>PROJECT:</b>	PLF-23-009, Brightmore at Wellen Park, Phases 1A-1C, 2A, and 3, Replat of Tract 513 and Tract 601 (QUASI-JUDICIAL)
<b>REQUEST:</b>	Approval of Brightmore at Wellen Park, Phases 1A-1C, 2A, and 3, Replat of Tract 513 and Tract 601
<b>APPLICANT:</b>	John Luczynski on behalf of Manasota Beach Ranchlands,
<b>OWNERS:</b>	Manasota Beach Ranchlands, LLLP (0799-08-3000) and West Villages Improvement District (0799-08-4000)
<b>LOCATION:</b>	Within Village G; South of the Braves Stadium, West of S West Villages Parkway, East of Village F, and North of Manasota Beach Road (Section 4, Township 40 South, Range 20 East, North Port, Florida.)
<b>PROPERTY SIZE:</b>	± 0.61 Acres
<b>ZONING:</b>	Village (V)

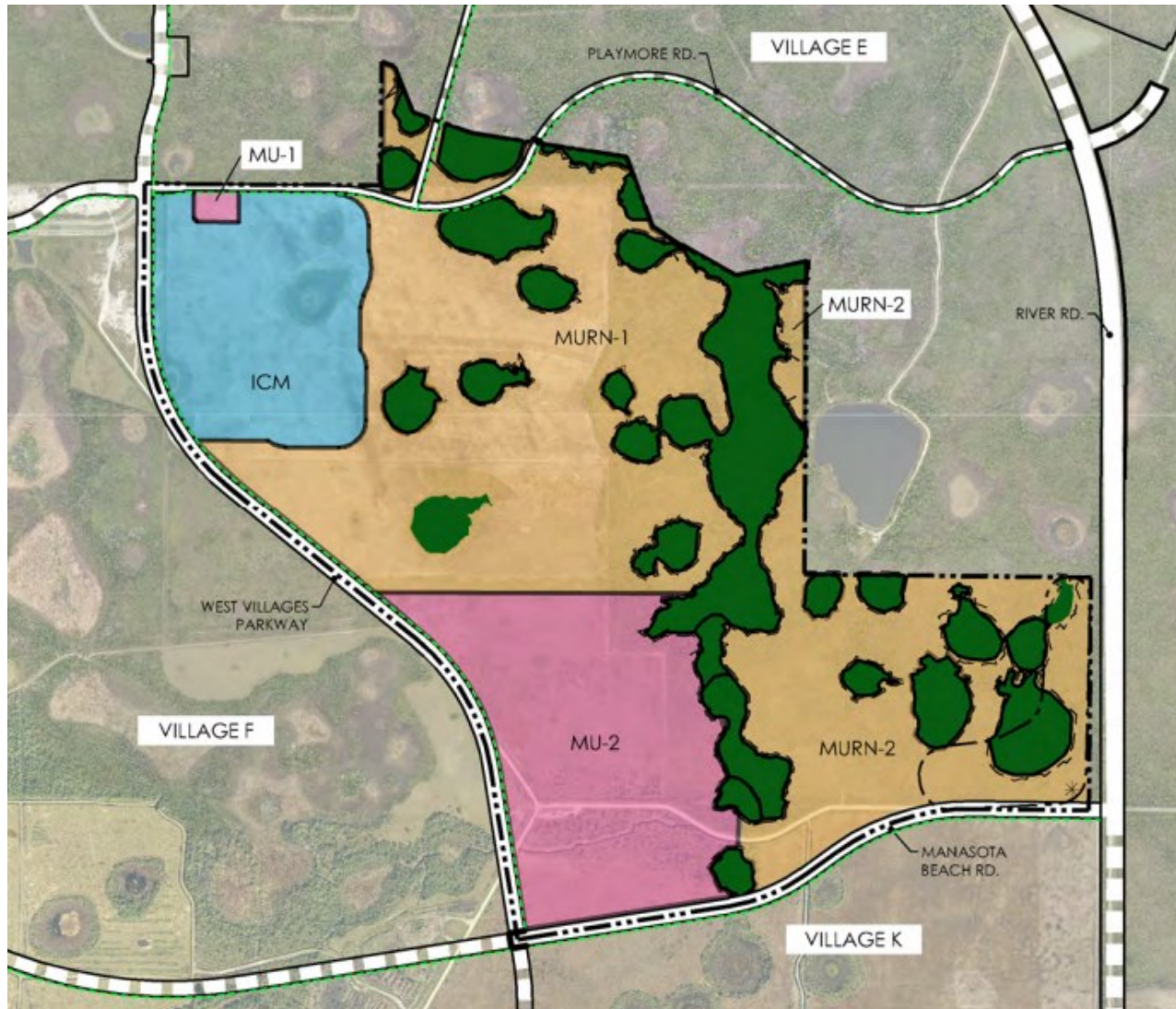
## I. BACKGROUND

The proposed plat, PLF-23-009 includes the replat of Tract 513 and Tract 601, which includes stormwater and utility tracts and easements. Areas of future development have been identified as future development tracts. The Total plat area is approximately 0.61 acres.

Previously, Tract 513 was dedicated for lake, drainage, lake maintenance access, landscaping, irrigation, and utility easements. Tract 601 was dedicated for private common area, recreation area, drainage, lake maintenance access easement, private landscaping, irrigation, walls, access, signage, and utility easement. The purpose of this replat is to enlarge an existing stormwater pond (**Exhibit A**).

In February 2022, the Subdivision Concept (SCP-21-341) and Infrastructure Plans (INF-21-340) for Wellen Park Village G Phases 1A-1C, 2A, & 3 were approved by staff. A revision to the infrastructure and subdivision plans to be consistent with the replat was approved by staff March 2023.

Tract 513 and Tract 601 are located to the southeast of the Braves Stadium.



## II. STAFF ANALYSIS & FINDINGS

### 2022 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-23-009 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 Subdivision Concept Plan (SCP-21-341 for Wellen Park Village G Phases 1A-1C, 2A, & 3, along with infrastructure revision (REV-23-049) and the subdivision revision (REV-23-050).

Conclusion: PLF-23-009 conforms with the approved subdivision plan and the ULDC.

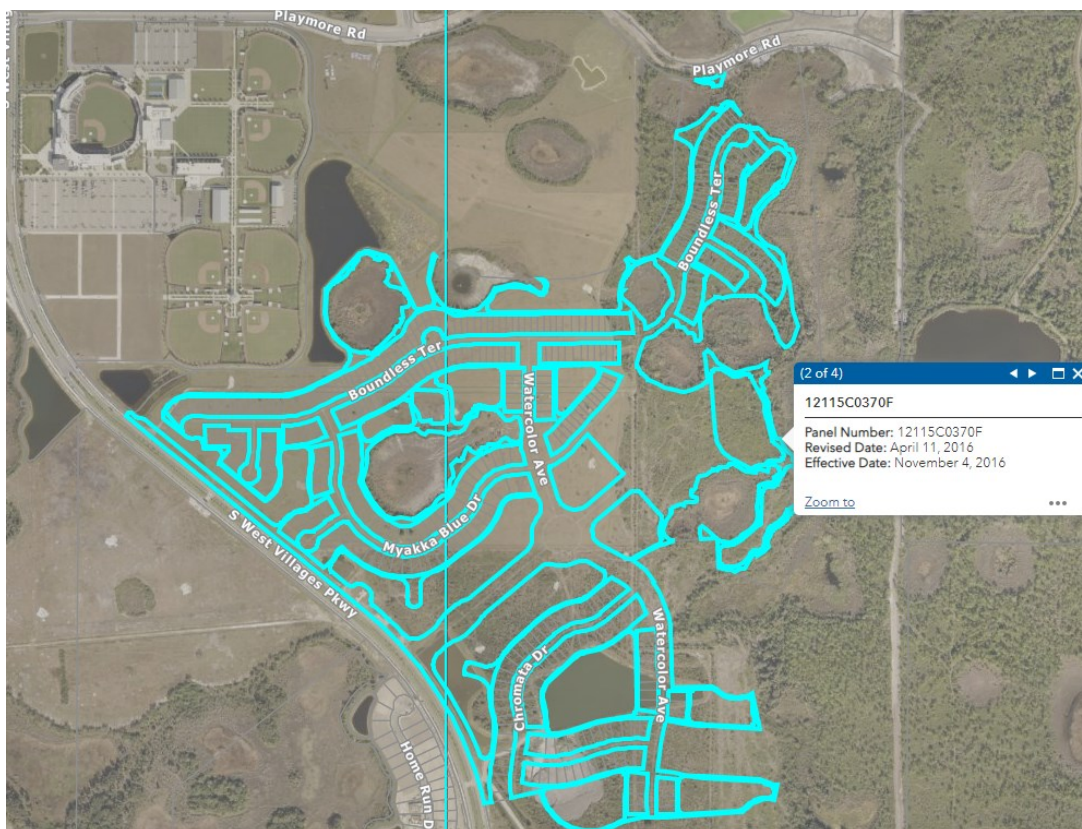
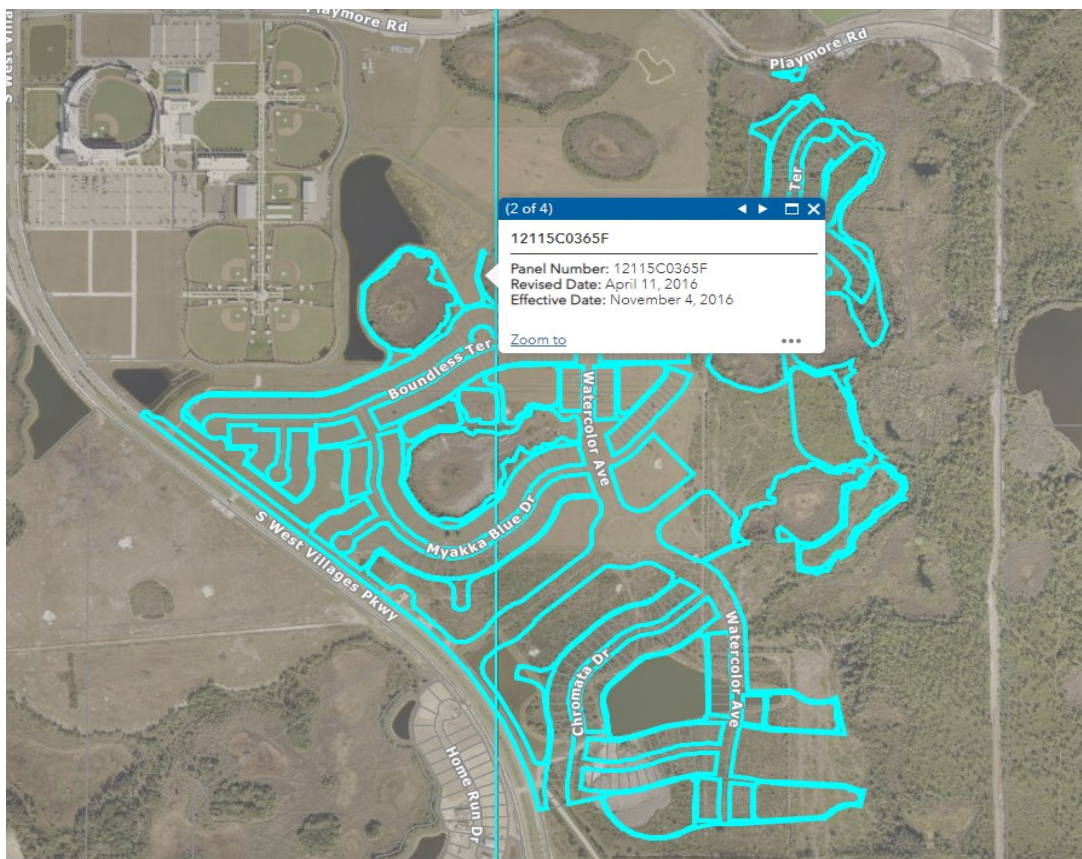
### ENVIRONMENTAL

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 and 12115C0370F 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-23-009, Brightmore at Wellen Park Phases 1A, 1B, 1C, 2A, & 3:

I move to recommend City Commission approve Petition No. PLF-23-009, Brightmore at Wellen Park Phases 1A, 1B, 1C, 2A, & 3, consistent with the City of North Port Comprehensive Plan based on the competent substantial evidence as presented and recommended the City Commission approve PLF-23-009 with the modifications/conditions included in the staff report.

### IV. ALTERNATIVE MOTIONS

Denial of petition No. PLF-23-009, Brightmore at Wellen Park Phases 1A, 1B, 1C, 2A, & 3. The motion would be as follows:

I move to recommend denial of Petition No. PLF-23-009 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.

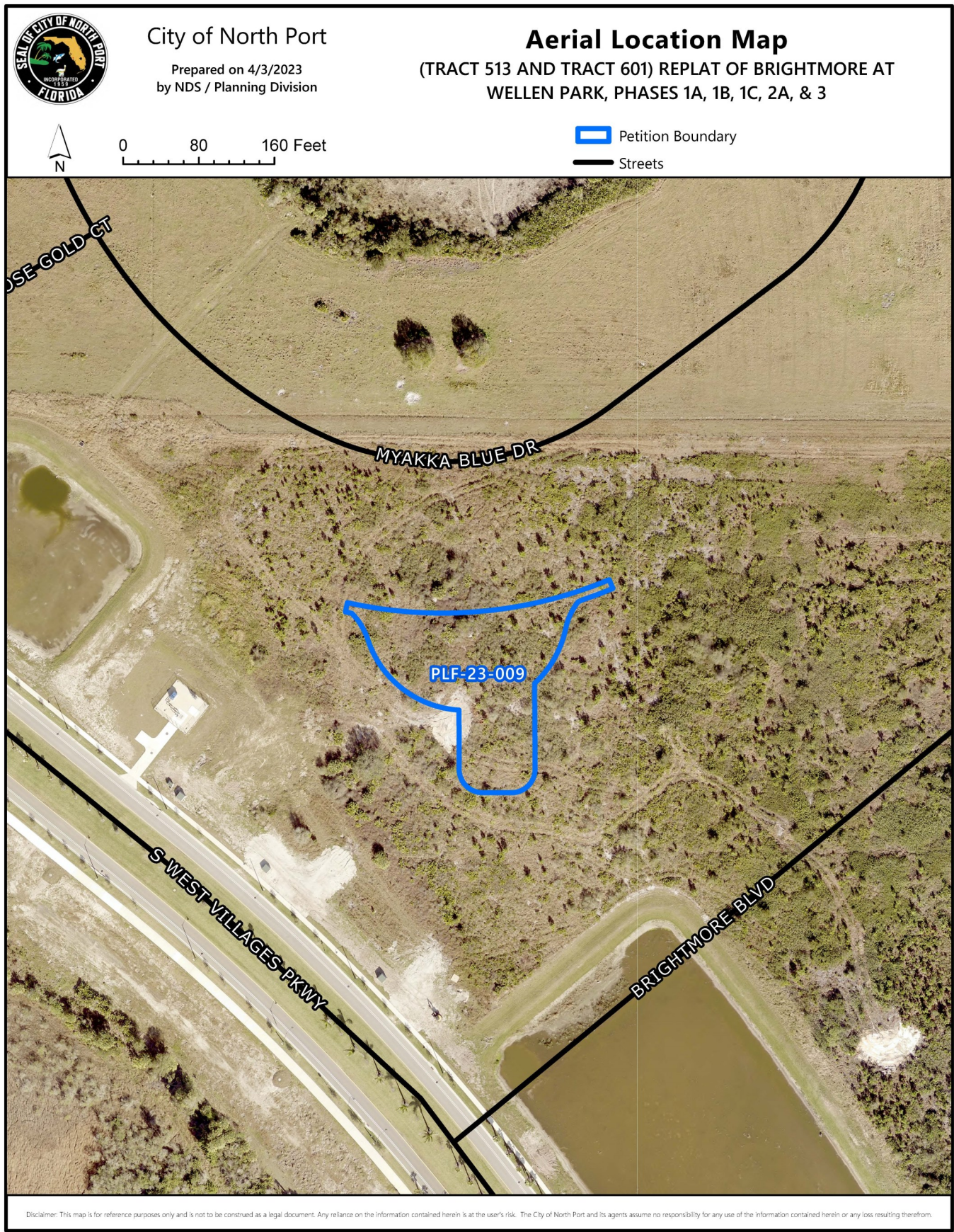
### V. PUBLIC HEARING SCHEDULE

<b>Planning &amp; Zoning Advisory Board Public Hearing</b>	April 20, 2023 9:00 AM or as soon thereafter
<b>City Commission Public Hearing</b>	May 9, 2023 10:00 AM or as soon thereafter

### VI. EXHIBITS

<b>A.</b>	Map Gallery
<b>B.</b>	Affidavit
<b>C.</b>	Title Assurance
<b>D.</b>	City Surveyor's Approval





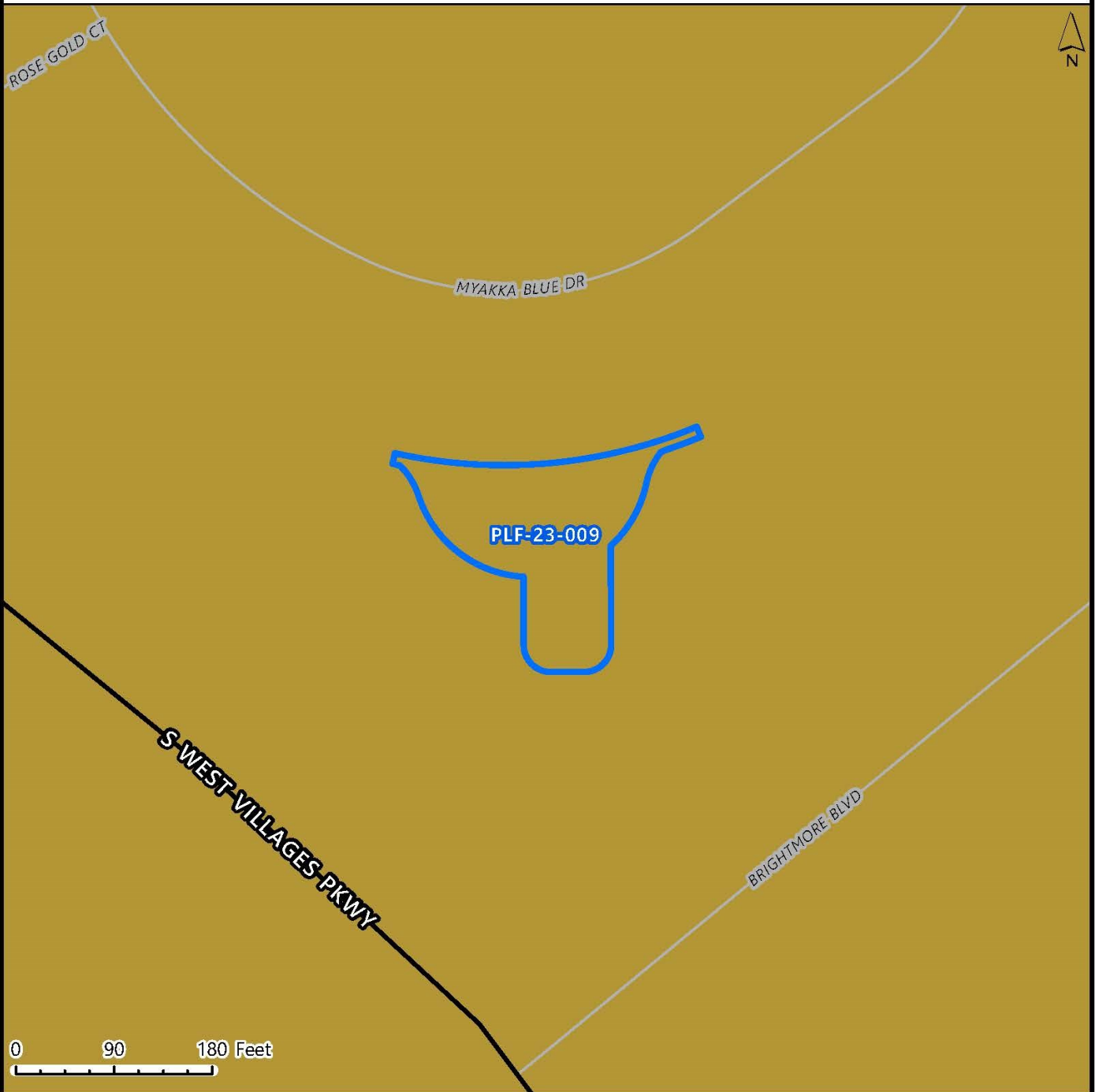






**Current Zoning**  
*(V) Village*  
(TRACT 513 AND TRACT 601) REPLAT OF BRIGHTMORE AT WELLEN  
PARK, PHASES 1A, 1B, 1C, 2A, & 3

-  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.  
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.  
Prepared on 4/3/2023 by NDS - Planning Division P:\Development Review Committee\PLF (Final Plat)\PLF-23-009 (TRACT 513 AND TRACT 601) REPLAT OF BRIGHTMORE AT WELLEN PARK, PHASES 1A, 1B, 1C, 2A, & 3

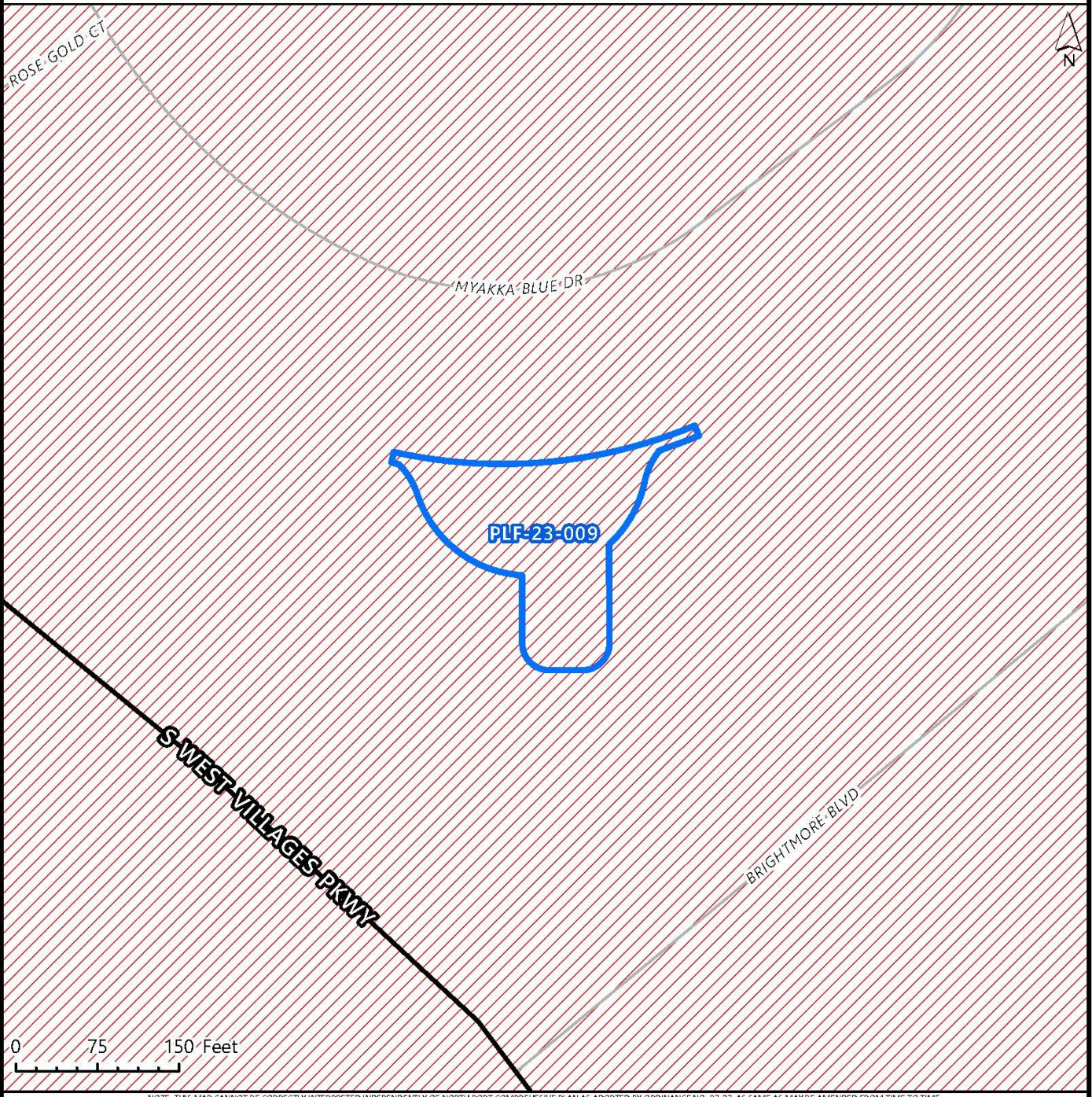




**Future Land Use  
VILLAGE**

(TRACT 513 AND TRACT 601) REPLAT OF BRIGHTMORE AT WELLEN  
PARK, PHASES 1A, 1B, 1C, 2A, & 3,

- 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.  
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.



**AFFIDAVIT**

I (the undersigned), Ty Gremaux 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.*

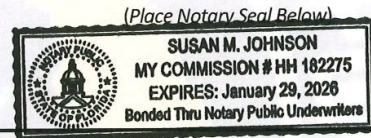
Sworn and subscribed before me this 29<sup>th</sup> day of December, 2022

[Signature] Ty Gremaux, Authorized Agent  
Signature of Applicant or Authorized Agent Print Name and Title

STATE OF Florida COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 29<sup>th</sup> day of December, 2022, by Ty E Gremaux who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Signature - Notary Public



**AFFIDAVIT  
AUTHORIZATION FOR AGENT/APPLICANT**

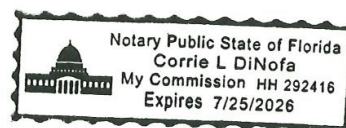
I, John Luczynski, Vice President of Manasota Beach Ranchlands LLLP, property owner, hereby authorize Ty Gremaux of Kimley-Horn and Associates, Inc. to act as Agent on our behalf to apply for this application on the property described as (legal description) Brightmore at Wellen Park, Phaes 1A-1C, 2A, and 3,  
Replat of Tracts 513, 514, 601, 607, 608, 614, 705, 910

[Signature] Dec. 22, 22  
Owner Date

STATE OF Florida COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 22<sup>nd</sup> day of December, 2022, by John Luczynski who is personally known to me or has produced N/A as identification.

[Signature]  
Signature - Notary Public



Revised 8-30-19 (Reviewed by CAO)

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2014062917 8 PG(S)  
May 29, 2014 12:19:24 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

Purchase Price: \$38,677,000  
Additional Consideration: \$3,781,000  
Doc Tax: \$297,206  
Record: \$ 69,500

Doc Stamp-Deed: \$297 206 00  


✓ Prepared by and return to:  
Patrick W. Ryskamp, Esq.  
Williams Parker Harrison Dietz & Getzen  
200 S. Orange Avenue  
Sarasota, FL 34236

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made and entered into as of May 28, 2014, by and between **FOURTH QUARTER PROPERTIES XXXII, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantor"), having an address of 45 Ansley Drive, Newnan, Georgia 30263, and **THOMAS RANCH LAND PARTNERS NORTH PORT, LLLP**, a Florida limited liability limited partnership (hereinafter referred to as "Grantee"), having an address of 400 Park Avenue S., Suite 220, Winter Park, Florida 32789, Attn: David Koon.

**WITNESSETH:**

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns, all that tract or parcel of land lying and being in Sarasota County, Florida, and being more fully described in **Exhibit "A"**, attached hereto and made a part hereof by reference (the "**Property**").

Tax Parcel Identification Numbers: 0783-00-1000, 0784-00-4010, 0785-00-1050, 0785-00-2100, 0785-00-3000, 0786-00-2000, 0788-05-0001, 0797-00-1000, 0799-00-1000, 0801-00-1000, 0804-00-1000, 0805-00-1000, 0807-00-1000, 0809-00-1000, 0811-00-1000.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, and easements which are more fully described in the **Exhibit "B,"** attached hereto and made a part hereof by reference, and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any, affecting the Property (the "**Permitted Exceptions**").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good, right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to the Permitted Exceptions.

*[Signatures appear on the following page]*



IN WITNESS WHEREOF, Grantor has signed and sealed these presents as of the date first set forth above.

**GRANTOR:**

Signed, sealed and delivered in the presence of:

**FOURTH QUARTER PROPERTIES XXXII, LLC**, a Georgia limited liability company

*Lesli L. Leberman*  
Print  
Name: Lesli L. Leberman

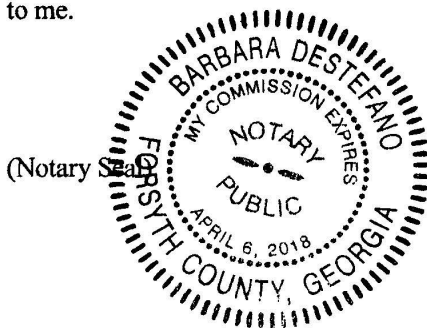
By: *Stanley E. Thomas* (SEAL)  
Name: Stanley E. Thomas  
Title: Manager

*Lori L. Scott*  
Print  
Name: Lori L. Scott

**STATE OF GEORGIA**

**COUNTY OF** Fulton

The foregoing instrument was acknowledged before me this 22 day of MAY 2014 by Stanley E. Thomas, as Manager of **FOURTH QUARTER PROPERTIES XXXII, LLC**, a Georgia limited liability company on behalf of the company. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.



*Barbara Destefano*  
Signature of Notary Public  
BARBARA DESTEFANO  
Print Name of Notary Public

I am a Notary Public of the State of Georgia,  
and my commission expires on 4/6/18.

**EXHIBIT "A"**

Tract C

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

That part of Section 32, lying easterly of the easterly Right of Way Line of West Villages Parkway as described in Official Records Instrument No. 2009155882, and 2010059621, less and except the following:

The right-of-way for U.S. Highway No. 41 (State Road No. 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page 762, of the Public Records of Sarasota County, Florida;

That portion of lands conveyed to the District Board of Trustees of Manatee Junior College, recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida;

All of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), less and except the following:

The right-of-way for U.S. Highway No. 41 (State Road No. 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page 762, of the Public Records of Sarasota County, Florida;

That portion of lands conveyed to the District Board of Trustees of Manatee Junior College, recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida;

Lands conveyed to County of Sarasota in Official Records Book 2389, Page 528 of the Public Records of Sarasota County, Florida;

Lands conveyed to John H. Nevins, as Bishop of the Diocese of Venice, recorded in Official Records Instrument No. 1998166154, of the Public Records of Sarasota County, Florida;

Lands conveyed to West Villages Improvement District in Official Records Instrument No. 2005281157 of the Public Records of Sarasota County, Florida.

The Southwest 1/4 of Section 34, lying West of County Road No. 777, less and except the following:

The North 1/2 of the NW 1/4 of the SW 1/4;

The maintained right-of-way of South River Road (County Road No. 777);

The right-of-way for COUNTY ROAD NO. 777 (as realigned), pursuant to Order of Taking recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida;

Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 1999111833, of the Public Records of Sarasota County, Florida;

Lands conveyed to River Road Office Park, Inc., recorded in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida;

Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 2008060371, of the Public Records of Sarasota County, Florida;



Lands conveyed to West Villages Improvement District recorded in Official Records Instrument No. 2011005442, of the Public Records of Sarasota County, Florida.

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

The West Half of Section 3, less and except the following:

The right-of-way for COUNTY ROAD NO. 777 (as realigned), pursuant to Order of Taking recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida;

Lands conveyed to River Road Office Park, Inc., recorded in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida;

Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 2008060371 and 2008060374, of the Public Records of Sarasota County, Florida;

Lands conveyed to West Villages Improvement District, recorded in Official Records Instrument No. 2009021691, of the Public Records of Sarasota County, Florida.

All of Section 4, less and except the following:

Lands conveyed to River Road Office Park, Inc., recorded in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida.

All of Section 5, less and except the following:

Lands conveyed to DiVosta Homes, L.P., recorded in Official Records Instrument No. 2004012753, of the Public Records of Sarasota County, Florida;

Lands conveyed to West Villages Improvement District, recorded in Official Records Instrument No. 2007188871, of the Public Records of Sarasota County, Florida;

That part of Section 5, lying northerly of West Villages Parkway as described in Official Records Instrument No. 2007188871, of the Public Records of Sarasota County, Florida.

All of Section 6, less and except the following:

Lands conveyed to DiVosta Homes, L.P., recorded in Official Records Instrument No. 2004012753, of the Public Records of Sarasota County, Florida.

All of Section 7;

All of Section 8;

All of Section 9.

The West Half of Section 10, less and except the following:

Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 2008060371 and 2008060374, of the Public Records of Sarasota County, Florida.

Tract contains 4265.6842 Acres, more or less.

**EXHIBIT "B"**  
Permitted Exceptions for Tract C

Taxes for the year 2014 and subsequent years, not yet due and payable.

The following matters (which are reflected in the title commitment 16-2013-000351 Issued through Old Republic National Title Insurance Company):

4. Easements in favor of Florida Power & Light Company recorded in Deed Book 98, Page 314, of the Public Records of Sarasota County, Florida.
5. Telephone Distribution Easement Deed in favor of GTE Incorporated, a Florida corporation recorded in Official Records Book 2793, Page 172, of the Public Records of Sarasota County, Florida.
6. Easements in favor of Sarasota County for the purposes of water supply distribution and sewerage collection and related matters recorded in Official Records Book 2702, Page 2442 and Subordination of Utility Interest and Agreement for Reimbursement for Additional Facility Relocations recorded in Official Records Book 2758, Page 642 ; of the Public Records of Sarasota County, Florida.
7. Easements in favor of Sarasota County Public Hospital Board recorded in Official Records Book 2785, Page 641 ; Official Records Book 3065, Page 606 and Official Records Book 3108, Page 2455 together with Amendment recorded under Instrument # 2007026896, of the Public Records of Sarasota County, Florida.
8. (Intentionally omitted).
9. Easements in favor of Englewood Water District recorded in Official Records Book 1320, Page 2150, of the Public Records of Sarasota County, Florida.
10. Access and Drainage Easements, and use restrictions in favor of the District Board of Trustees of Manatee Junior College as set forth in that certain Warranty Deed recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida .
11. (Intentionally omitted).
12. Access and Drainage Easements in favor of Sarasota County, together with covenants, limitations and conditions, as set forth in that certain Warranty Deed recorded in Official Records Book 2389, Page 528, of the Public Records of Sarasota County, Florida.
13. Terms and conditions contained in that certain Easement Agreement (Stormwater Drainage and Flowage) in favor of TAYLOR RANCH, LTD., a Florida limited partnership recorded in Official Records Book 3065, Page 615, of the Public Records of Sarasota County, Florida.
14. Reclaimed Water Agreement by and between TAYLOR RANCH, LTD., a Florida limited partnership and TAYLOR RANCH, INC., a Florida corporation and Sarasota County Public Hospital Board recorded in Official Records Book 3108, Page 2433, together with Affidavit recorded in Instrument # 2005257196, as amended in Instrument # 2007026896, of the Public Records of Sarasota County, Florida.
15. Declaration of Utility Easement by TAYLOR RANCH, INC., a Florida corporation recorded in Instrument # 1998166153, of the Public Records of Sarasota County, Florida.
16. Easement and right-of-way for ingress and egress, utilities and drainage in favor of John J. Nevins, as Bishop of the Diocese of Venice recorded in Instrument # 1998166155, of the Public Records of Sarasota County, Florida.
17. Terms and conditions contained in that certain Grant of Perpetual Non-Exclusive Easement In favor of TAYLOR RANCH, LTD., a Florida limited partnership; TAYLOR RANCH, INC., a Florida corporation and Venetian Development, Inc., a Florida corporation, for the purposes of access and underground utilities recorded in Instrument # 1999044368, of the Public Records of Sarasota County, Florida.
18. Conservation Easement in favor of Southwest Florida Water Management District recorded in Instrument # 1999044370, of the Public Records of Sarasota County, Florida.



19. Easements in favor of River Road Office Park, Inc., a Florida corporation recorded in Instrument # 2000002796 (33-39-20) and Instrument # 2000002797, of the Public Records of Sarasota County, Florida.
20. Terms and conditions contained in that certain Perpetual, Non-Exclusive Access and Utility Easement Agreement in favor of TAYLOR RANCH, INC., recorded in Instrument # 2000002798, of the Public Records of Sarasota County, Florida.
21. (Intentionally omitted).
22. Notice of Option to Purchase Lands in Section 32-39-20 in favor of SARASOTA COUNTY PUBLIC HOSPITAL BOARD, as Buyer, recorded in Official Records Book 2785, Page 650, of the Public Records of Sarasota County, Florida.
23. Declaration of Covenants, Conditions, Easements and Restrictions recorded in Instrument # 2004216589, as amended in Instrument # 2005257191 and 2007018906 of the Public Records of Sarasota County, Florida.
24. Declaration of Covenants, Conditions, Easements and Restrictions recorded in Instrument # 2005197548 as amended under Instrument # 2008099652 of the Public Records of Sarasota County, Florida.
25. Amended and Restated Utility Agreement recorded in Instrument # 2007064870 of the Public records of Sarasota County, Florida.
26. Water and Wastewater Interim Utilities Agreement recorded in Instrument # 2005089520, Public Records of Sarasota County, Florida.
27. Easement Agreement recorded in Instrument # 2007150241, of the Public Records of Sarasota County, Florida.
28. Easement Agreement recorded in Instrument # 2006215897, Public Records of Sarasota County, Florida.
29. Easement Agreement recorded in Instrument # 2007024930, of the Public Records of Sarasota County, Florida.
30. (Intentionally omitted).
31. (Intentionally omitted).
32. Easement in favor of Florida Power & Light Company recorded in Official Records Book 986, Page 905, together with consent agreement recorded in Instrument # 2006126669, of the Public Records of Sarasota County, Florida.
33. Easements in favor of Florida Power & Light Company recorded in Official Records Book 2940, Page 1363 and Official Records Book 3002, Page 1261, of the Public Records of Sarasota County, Florida.
34. Right of Way Resolution recorded in Official Records Book 2254, Page 2241, of the Public Records of Sarasota County, Florida.
35. (Intentionally omitted).
36. (Intentionally omitted).
37. Easement in favor of West Villages Improvement District recorded in Instrument # 2005089339, of the Public Records of Sarasota County, Florida.
38. (Intentionally omitted).
39. (Intentionally omitted).
40. (Intentionally omitted).
41. Easement in favor of the City of North Port recorded in Instrument # 2008019264, of the Public Records of Sarasota County, Florida.
42. Easement in favor of Sarasota County recorded in Instrument # 2008019265, of the Public Records of Sarasota County, Florida.
43. Easement in favor of the City of North Port, West Villages Improvement District, and Sarasota County recorded in Instrument # 2008019266, as re-recorded in Instrument # 2008029381, of the Public Records of Sarasota County, Florida.

2726703.2 File Ref #C {00228058: v: }

44. (Intentionally omitted).
45. Easement in favor of Florida Power & Light Co. recorded in Instrument # 2008096395, of the Public Records of Sarasota County, Florida.
46. 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 #s 2004223490, 2006023618, 2007048565, 2007086623, 2007176566, 2008055051, of the Public Records of Sarasota County, Florida.
47. (Intentionally omitted).
48. (Deleted)
49. Slope, Drainage, Gateway Feature and Landscape Easement Agreement recorded in Instrument # 2009155886, of the Public Records of Sarasota County, Florida.
50. Subject to Terms, Conditions and Restrictive Covenants contained in Section 18.02(b) of that certain Memorandum of Lease between Fourth Quarter Properties XXXII, LLC and Publix Super Markets, Inc., recorded in Instrument # 2008122233; together with First Amendment to Lease and to Memorandum of Lease recorded in Instrument # 2009037412 and re-recorded in Instrument # 2009044358, of the Public Records of Sarasota County, Florida.
51. (Intentionally omitted).
52. Slope Easement to West Villages Improvement District recorded in Instrument # 2013134806, Public Records of Sarasota County, Florida.
53. (Intentionally omitted)
54. Any and all boundary inconsistencies, encroachments and other matters shown on the survey certified by Britt Surveying, Inc. dated March 28, 2014, Job Number 08-09-08A.
55. (Deleted)
56. Common law drainage rights in the streams and watercourses on the property.
57. (Intentionally omitted).
58. (Intentionally omitted).
59. (Intentionally omitted).
60. (Intentionally omitted).
61. Riparian and littoral rights.
62. (Deleted).
63. (Deleted).
64. (Deleted).
65. General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 26, 2006; First Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 9, 2008; Second Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated February 23, 2009; Third Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 26, 2010; Fourth Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 30, 2012.
66. (Deleted).
67. (Deleted).

2726703.2 File Ref #C {00228058: v: }



68. Assignment of Leases and Rents recorded in Instrument # 2002164320, as modified in First Modification Agreement in Instrument # 2004126454, further modified in Second Modification in Instrument # 2005011686, Third Modification in Instrument # 2007054545, Fourth Modification in Instrument # 2008053030, Fifth Modification Agreement in Instrument # 2008060376, , Seventh Modification recorded in Instrument # 2009030319, Amendment to Mortgage Deed and Security Agreement and Amendment to Assignment of Leases and Rents in Instrument # 2009030320, Amended and Restated Mortgage and Security Agreement in Instrument # 2010039123, Modification Agreements in Instrument # 2011013257, 2011030279, 2012051784, 2012095624, 2012132626, and 2013097933, re-recorded in Instrument # 2013106487, and Amended and Restated Assignment of Leases and Rents recorded in Instrument # 2010039124, all of the Public Records of Sarasota County, Florida.

**ATTORNEYS' TITLE FUND SERVICES, LLC**

Tampa Bay  
1410 N. Westshore Blvd., Suite 600  
Tampa, FL 33607-4525  
(800)282-3830  
(866)328-1884

Williams Parker Harrison Dietz & Getzen, PLLC  
200 S. Orange Avenue,  
Sarasota, FL 34236

**Date:** August 24, 2021  
**Fund File Number:** 1134330  
**County:** Sarasota  
**Reference:** CPWR-WP VILLAGE G-1B

Dear Fund Member:

We have examined title to the property described in Schedule A attached and prepared these schedules to be used exclusively for the purpose of issuing a commitment or policy of title insurance underwritten by Old Republic National Title Insurance Company.

*Please review the schedules before signing and inserting in an ALTA 2016 Commitment (CF6R) jacket. Subject to your agency authorization, you must:*

- A. Add additional requirements and/or exceptions to Schedule B that you find necessary from your analysis of the present transactions.
- B. Evaluate Schedule A and B and issue endorsements as may be appropriate, deleting or modifying the Schedules.
- C. Obtain an ALTA 2016 Commitment (CF6R) jacket, which must be included with Schedules A & B of the ALTA 2016 Commitment.

DoubleTime users must be on version 7.0.6 or later to obtain CF6R jackets electronically. You may upgrade for free by going to [www.thefund.com/dt](http://www.thefund.com/dt).

Non DoubleTime users can obtain and track ALTA 2016 Commitment (CF6R) jackets by using ePolicyManager. You may also download and print the CF6R jacket by [clicking here](#).

Our examination of title reflects only those matters recorded in the Official Records Books. You are responsible for such other off-record examinations and checks as you may find necessary pursuant to underwriting procedures. When the interest you are insuring is a personal property interest (such as a mortgage, a leasehold or cooperative interest), a federal tax lien search of the Secretary of State's records may be required. See Fund Title Note 30.02.08.

Where the amount of insurance is \$3 million or less, a 20-year judgment and lien search was only performed on the proposed insured purchaser if the mortgage(s), if any, insured by this commitment is not entirely purchase money in nature.

The Fund appreciates this opportunity to be of service. Please contact us if you have any questions.

Sincerely,

Attorneys' Title Fund Services, LLC  
**Aaron Turner, Commercial Examiner**  
(800) 282-3830 x5508, [ATurner@TheFund.com](mailto:ATurner@TheFund.com)

**Approved by: Michael Mirrington, Senior Underwriting Counsel**



***OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY***

*AMERICAN LAND TITLE ASSOCIATION*

*COMMITMENT*

**Schedule A**

**Transaction Identification Data for reference only:**

<b>Commitment Number:</b> 1134330	<b>Revision Number:</b> None	<b>Issuing Office File Number:</b> CPWR-WP VILLAGE G-1B	<b>Issuing Office:</b> 17001
<b>Property Address:</b> West Villages Parkway Venice, FL 34293	<b>Loan ID Number:</b>	<b>ALTA Universal ID:</b> None	<b>Issuing Agent:</b> Williams Parker Harrison Dietz & Getzen, PLLC

1. Commitment Date: **August 11, 2021 at 11:00 PM**
2. Policy to be Issued: Proposed Policy Amount:  
**OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications) \$24,375,000.00**  
Proposed Insured: **MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company**  
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:  
**MANASOTA BEACH RANCLANDS, LLLP, a Florida limited liability limited partnership, formerly known as THOMAS RANCH LAND PARTNERS NORTH PORT, 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

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# ***OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY***

## ***AMERICAN LAND TITLE ASSOCIATION COMMITMENT***

### **Schedule B-I**

Issuing Office File Number: CPWR-WP VILLAGE G-1B

### **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 MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership, formerly known as THOMAS RANCH LAND PARTNERS NORTH PORT, LLLP, a Florida limited liability limited partnership to the proposed insured purchaser(s).
5. 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.
6. Satisfactory evidence must be furnished establishing that MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership, 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.
7. 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 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.
8. 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.
9. 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: CPWR-WP VILLAGE G-1B

10. Satisfactory evidence must be furnished establishing that MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company, 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.
11. 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.
12. 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.
13. NOTE: Taxes for the year 2020 have been paid on Account Number 0799001000, the gross amount being \$267,373.07, and Account Number 0809001000, the gross amount being \$331,051.51.

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# **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

## **AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

### **Schedule B-II**

Issuing Office File Number: CPWR-WP VILLAGE G-1B

### **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 **2021** 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. Rights of the lessees under unrecorded leases.
5. 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 Number [2004223490](#), Instrument Number [2006023618](#), Instrument Number [2007048565](#), Instrument Number [2007086623](#), Instrument Number [2008055051](#), Instrument Number [2017111575](#), Instrument Number [2017111576](#), Instrument Number [2017111580](#), Instrument Number [2018000839](#), Instrument Number [2018084717](#), Instrument Number [2018142894](#), Instrument Number [2018154491](#), Instrument Number [2018164671](#), Instrument Number [2019007882](#), Instrument Number [2019048577](#), Instrument Number [2019048579](#), Instrument Number [2019048581](#), and Instrument Number [2019052599](#), of the Public Records of Sarasota County, Florida, which contain provisions creating assessments.
6. Deed Restriction Mixed Use Project Restrictive Covenant recorded in Instrument Number [2017156388](#), Public Records of Sarasota County, Florida.

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***OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY***

*AMERICAN LAND TITLE ASSOCIATION  
COMMITMENT*

**Schedule B-II**

Issuing Office File Number: CPWR-WP VILLAGE G-1B

7. Restrictive Covenant recorded in Instrument Number [2018128694](#), Public Records of Sarasota County, Florida.  
(This item may be deleted upon obtainment of an affidavit of an authorized representative of the seller, attesting that there are no wells on the Land.)
8. Irrigation Water Supply Agreement recorded in Instrument Number [2018159052](#), Public Records of Sarasota County, Florida.
9. 2019 Amended and Restated Utilities Agreement recorded in Instrument Number [2019125013](#), Public Records of Sarasota County, Florida.
10. Temporary Construction and Maintenance Agreement recorded in Instrument Number [2019085082](#), Public Records of Sarasota County, Florida.
11. Easements contained in Special Warranty Deed recorded in Instrument Number [2021017985](#), Public Records of Sarasota County, Florida.
12. Agreement Granting Non-Exclusive Perpetual Easement recorded in Instrument Number [2021109384](#), Public Records of Sarasota County, Florida.
13. Utility Easement Grant recorded in Instrument Number [2021119012](#), Public Records of Sarasota County, Florida.
14. Noted for information, only: Recorded Notice of Environmental Resource Permit recorded in Instrument Number [2019126330](#), and Recorded Notice of Environmental Resource Permit recorded in Instrument Number [2020031687](#), Public Records of Sarasota County, Florida. (Note: this item shall not be forwarded to any policy issued pursuant to this commitment.)
15. Commitment exception #3 is hereby deleted in its entirety.

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**COMMITMENT**  
**Exhibit A**

**Commitment Number:**

1134330

**Issuing Office File Number:**

CPWR-WP VILLAGE G-1B

DESCRIPTION: VILLAGE G-1B

Date Prepared 8/8/2021

A parcel of Land lying in Sections 4 and 9, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 4, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W., along the North line of said Section 4, a distance of 722.60 feet; thence S.00°20'08"W., perpendicular to said North line of said Section 4, a distance of 207.64 feet to the POINT OF BEGINNING; same being a point on a curve to the left, having a radius of 820.00 feet, a central angle of 22°32'09", a chord bearing of S.73°12'53"W., and a chord length of 320.45 feet; thence along the arc of said curve, an arc length of 322.53 feet; thence S.61°56'48"W., a distance of 141.90 feet to a point on a curve to the right, having a radius of 475.00 feet, a central angle of 36°30'40", a chord bearing of S.80°12'08"W., and a chord length of 297.59 feet; thence along the arc of said curve, an arc length of 302.69 feet; thence S.08°36'19"W., a distance of 482.24 feet to a point on a curve to the right, having a radius of 710.00 feet, a central angle of 95°29'44", a chord bearing of S.40°52'03"W., and a chord length of 1051.07 feet; thence along the arc of said curve, an arc length of 1183.36 feet; thence S.88°36'55"W., a distance of 200.43 feet; thence N.86°48'02"W., a distance of 364.64 feet; thence N.61°46'54"W., a distance of 287.14 feet to a point on the boundary line of Lands described in Official Records Instrument [#2017156837](#), of the Public Records of Sarasota County, Florida; thence along said boundary line of lands described in Official Records Instrument [#2017156837](#) the following twenty-six (26) courses: (1) S.47°47'28"W., a distance of 15.00 feet; (2) thence N.42°11'51"W., a distance of 26.38 feet; (3) thence S.47°48'09"W., a distance of 158.56 feet; to a point on a curve to the right, having a radius of 90.00 feet, a central angle of 105°07'07", a chord bearing of N.79°38'17"W., and a chord length of 142.92 feet; (4) thence along the arc of said curve, an arc length of 165.12 feet; (5) thence N.27°04'49"W., a distance of 40.36 feet to a point on a curve to the left, having a radius of 74.00 feet, a central angle of 49°04'23", a chord bearing of N.51°37'01"W., and a chord length of 61.46 feet; (6) thence along the arc of said curve, an arc length of 63.38 feet; (7) thence N.76°09'21"W., a distance of 91.26 feet to a point on a curve to the left, having a radius of 74.00 feet, a central angle of 60°08'14", a chord bearing of S.73°46'32"W., and a chord length of 74.15 feet; (8) thence along the arc of said curve, an arc length of 77.67 feet; (9) thence S.43°42'22"W., a distance of 291.52 feet to a point on a curve to the left, having a radius of 31.00 feet, a central angle of 40°06'25", a chord bearing of S.23°39'09"W., and a chord length of 21.26 feet; (10) thence along the arc of said curve, an arc length of 21.70 feet; (11) thence S.03°35'27"W., a distance of 135.30 feet to a point on a curve to the left, having a radius of 31.00 feet, a central angle of 16°38'03", a chord bearing of S.04°43'35"E., and a chord length of 8.97 feet; (12) thence along the arc of said curve,

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**COMMITMENT**  
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CPWR-WP VILLAGE G-1B

an arc length of 9.00 feet; (13) thence S.13°02'23"E., a distance of 69.55 feet to a point on a curve to the left, having a radius of 31.00 feet, a central angle of 17°06'53", a chord bearing of S.21°35'50"E., and a chord length of 9.23 feet; (14) thence along the arc of said curve, an arc length of 9.26 feet; (15) thence S.30°09'27"E., a distance of 70.60 feet to a point on a curve to the left, having a radius of 31.00 feet, a central angle of 10°32'06", a chord bearing of S.35°25'30"E., and a chord length of 5.69 feet; (16) thence along the arc of said curve, an arc length of 5.70 feet; (17) thence S.40°41'29"E., a distance of 50.43 feet to a point on a curve to the left, having a radius of 31.00 feet, a central angle of 17°05'47", a chord bearing of S.49°14'22"E., and a chord length of 9.22 feet; (18) thence along the arc of said curve, an arc length of 9.25 feet; (19) thence S.57°46'54"E., a distance of 36.03 feet to a point on a curve to the right, having a radius of 77.00 feet, a central angle of 146°50'27", a chord bearing of S.15°38'20"W., and a chord length of 147.60 feet; (20) thence along the arc of said curve, an arc length of 197.34 feet; (21) thence S.89°03'39"W., a distance of 438.99 feet to a point on a curve to the right, having a radius of 235.20 feet, a central angle of 02°45'25", a chord bearing of S.89°01'53"W., and a chord length of 11.32 feet; (22) thence along the arc of said curve, an arc length of 11.32 feet; (23) thence N.89°35'24"W., a distance of 429.13 feet to a point on a curve to the left, having a radius of 610.00 feet, a central angle of 44°05'10", a chord bearing of S.57°56'44"W., and a chord length of 457.87 feet; (24) thence along the arc of said curve, an arc length of 469.36 feet to a point on a reverse curve to the right, having a radius of 80.00 feet, a central angle of 63°44'36", a chord bearing of S.67°50'31"W., and a chord length of 84.48 feet; (25) thence along the arc of said curve, an arc length of 89.00 feet; (26) thence S.39°09'54"W., a distance of 28.66 feet to a point on the easterly Right of Way line of West Villages Parkway as recorded in Official Records Instrument #[2021017985](#) of the Public Records of Sarasota County, Florida; thence along said easterly Right of Way line of West Villages Parkway the following three (3) courses: (1) S.50°50'06"E., a distance of 1970.32 feet to a point on a curve to the right, having a radius of 2213.00 feet, a central angle of 41°49'55", a chord bearing of S.29°55'08"E., and a chord length of 1580.08 feet; (2) thence along the arc of said curve, an arc length of 1615.73 feet; (3) thence S.09°00'11"E., a distance of 449.96 feet to a point on the southerly terminus of said West villages Parkway as recorded in said Official Records Instrument #[2021017985](#), same being a point on the northerly terminus of West Villages Parkway as shown on the Plat of Manasota Beach Ranchlands Plat No. 1, recorded in Plat Book \_\_, Page \_\_, of the Public Records of Sarasota County, Florida; thence along the boundary line of said Manasota Beach Ranchlands Plat No. 1, the following twenty-eight (28) courses: (1) S.09°00'11"E., a distance of 11.92 feet to a point on a curve to the right, having a radius of 1280.00 feet, a central angle of 07°20'28", a chord bearing of S.05°19'57"E., and a chord length of 163.89 feet; (2) thence along the arc of said curve, an arc length of 164.00 feet; (3) thence N.88°20'17"E., a distance of 78.89 feet to a point on a curve to the right, having a radius of 55.00 feet, a central angle of 13°10'03", a chord bearing of S.85°04'42"E., and a chord length of 12.61 feet; (4) thence along the arc of said curve, an arc length

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CPWR-WP VILLAGE G-1B

of 12.64 feet to a point on a reverse curve to the left, having a radius of 1854.39 feet, a central angle of  $07^{\circ}14'18''$ , a chord bearing of  $S.82^{\circ}06'49''E.$ , and a chord length of 234.12 feet; (5) thence along the arc of said curve, an arc length of 234.27 feet to a point on a reverse curve to the right, having a radius of 55.00 feet, a central angle of  $141^{\circ}02'47''$ , a chord bearing of  $S.15^{\circ}12'36''E.$ , and a chord length of 103.71 feet; (6) thence along the arc of said curve, an arc length of 135.39 feet to a point on a reverse curve to the left, having a radius of 275.00 feet, a central angle of  $53^{\circ}50'19''$ , a chord bearing of  $S.28^{\circ}23'38''W.$ , and a chord length of 249.00 feet; (7) thence along the arc of said curve, an arc length of 258.41 feet to a point on a reverse curve to the right, having a radius of 155.00 feet, a central angle of  $99^{\circ}04'56''$ , a chord bearing of  $S.51^{\circ}00'57''W.$ , and a chord length of 235.87 feet; (8) thence along the arc of said curve, an arc length of 268.04 feet; (9) thence  $N.79^{\circ}26'35''W.$ , a distance of 127.64 feet to a point on a curve to the right, having a radius of 1280.00 feet, a central angle of  $10^{\circ}34'29''$ , a chord bearing of  $S.25^{\circ}17'37''W.$ , and a chord length of 235.91 feet; (10) thence along the arc of said curve, an arc length of 236.24 feet; (11) thence  $S.30^{\circ}34'52''W.$ , a distance of 398.55 feet; (12) thence  $S.59^{\circ}25'08''E.$ , a distance of 135.00 feet to a point on a curve to the right, having a radius of 110.00 feet, a central angle of  $77^{\circ}35'17''$ , a chord bearing of  $S.20^{\circ}37'30''E.$ , and a chord length of 137.83 feet; (13) thence along the arc of said curve, an arc length of 148.96 feet to a point on a reverse curve to the left, having a radius of 165.00 feet, a central angle of  $92^{\circ}09'49''$ , a chord bearing of  $S.27^{\circ}54'46''E.$ , and a chord length of 237.71 feet; (14) thence along the arc of said curve, an arc length of 265.41 feet to a point on a reverse curve to the right, having a radius of 100.00 feet, a central angle of  $73^{\circ}21'36''$ , a chord bearing of  $S.37^{\circ}18'52''E.$ , and a chord length of 119.47 feet; (15) thence along the arc of said curve, an arc length of 128.04 feet; (16) thence  $S.00^{\circ}38'04''E.$ , a distance of 120.00 feet to a point on a curve to the left, having a radius of 1035.00 feet, a central angle of  $28^{\circ}53'00''$ , a chord bearing of  $N.69^{\circ}17'22''E.$ , and a chord length of 516.25 feet; (17) thence along the arc of said curve, an arc length of 521.75 feet; (18) thence  $N.54^{\circ}50'52''E.$ , a distance of 2201.01 feet; (19) thence  $N.35^{\circ}09'08''W.$ , a distance of 82.00 feet to a point on a curve to the right, having a radius of 57.00 feet, a central angle of  $31^{\circ}52'30''$ , a chord bearing of  $N.19^{\circ}12'53''W.$ , and a chord length of 31.30 feet; (20) thence along the arc of said curve, an arc length of 31.71 feet; (21) thence  $N.03^{\circ}16'38''W.$ , a distance of 16.57 feet to a point on a curve to the left, having a radius of 32.00 feet, a central angle of  $63^{\circ}14'03''$ , a chord bearing of  $N.34^{\circ}53'39''W.$ , and a chord length of 33.55 feet; (22) thence along the arc of said curve, an arc length of 35.32 feet; (23) thence  $N.66^{\circ}30'41''W.$ , a distance of 19.49 feet to a point on a curve to the right, having a radius of 93.00 feet, a central angle of  $17^{\circ}44'03''$ , a chord bearing of  $N.57^{\circ}38'40''W.$ , and a chord length of 28.67 feet; (24) thence along the arc of said curve, an arc length of 28.79 feet; (25) thence  $N.48^{\circ}46'38''W.$ , a distance of 23.01 feet to a point on a curve to the right, having a radius of 57.00 feet, a central angle of  $134^{\circ}21'15''$ , a chord bearing of  $N.18^{\circ}23'59''E.$ , and a chord length of 105.07 feet; (26) thence along the arc of said curve, an arc length of 133.66 feet; (27) thence  $N.85^{\circ}34'36''E.$ , a distance of 68.34 feet; to a point on a curve to the left, having a radius of

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***OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY***  
***COMMITMENT***  
**Exhibit A**

**Commitment Number:**

1134330

**Issuing Office File Number:**

CPWR-WP VILLAGE G-1B

195.00 feet, a central angle of  $13^{\circ}55'58''$ , a chord bearing of  $N.78^{\circ}36'38''E.$ , and a chord length of 47.30 feet; (28) thence along the arc of said curve, an arc length of 47.42 feet; thence  $N.20^{\circ}31'53''W.$ , a distance of 520.20 feet; thence  $N.21^{\circ}36'20''W.$ , a distance of 421.87 feet; thence  $N.04^{\circ}34'46''E.$ , a distance of 220.46 feet; thence  $N.21^{\circ}28'54''W.$ , a distance of 544.75 feet; thence  $N.06^{\circ}40'23''E.$ , a distance of 413.04 feet; thence  $N.28^{\circ}44'39''E.$ , a distance of 616.14 feet; thence  $N.02^{\circ}19'55''W.$ , a distance of 2066.51 feet; thence  $N.06^{\circ}22'39''W.$ , a distance of 878.12 feet to the POINT OF BEGINNING.

***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](mailto:landsurveyor@vbfainc.com)

January 20, 2023

Sherry Willette  
City of N. Port Planning & Zoning, Dept.  
4970 City Hall Blvd.  
North Port, FL. 34286  
E-Mail: [planninginfo@northportfl.gov](mailto:planninginfo@northportfl.gov)

RE: Review of proposed Record Plat of "Brighton at Wellen Park, Phases 1A -1C, 2A, and 3, Replat of Tract 614 and Tract 910" 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. I found the Plat to be in conformance with said Statute.

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