

PSPP-25-02596

Wellen Park Village K Townhomes Preliminary Subdivision Plat Resolution No. 2025-R-45

- From: David Brown, Planner I
- **Thru:** Gabriel Quintas, AICP, CFM, Development Services Assistant Director
- Thru: Lori Barnes, AICP, CPM, Deputy Development Services Director
- Thru: Alaina Ray, AICP, Development Services Director
- Thru: Jason Yarborough, ICMA-CM, Deputy City Manager
- Thru: A. Jerome Fletcher II, ICMA-CM, MPA, City Manager
- Date: July 17, 2025



PROJECT:	PSPP-25-02596; Preliminary Subdivision Plat of Wellen Park Village K Townhomes
REQUEST:	Consideration of Preliminary Subdivision Plat for Wellen Park Village K Townhomes
APPLICANT:	John Luczynski, President, Manasota Beach Ranchlands, LLLP (Exhibit B, Affidavit)
OWNERS:	Manasota Beach Ranchlands, LLLP (Exhibit C, Warranty Deed)
LOCATION:	Southwest of Manasota Beach Road and west of South River Road
PROPERTY SIZE:	± 34.3255 acres
ZONING:	Village (V)

I. BACKGROUND

On June 6, 2025, the Planning & Zoning Division received a Preliminary Subdivision Plat petition from John Luczynski, President, Manasota Beach Ranchlands, LLLP, for Wellen Park Village K. The purpose of the petition is to create a 146-lot townhome residential subdivision with an amenity center tract, drainage and stormwater management facilities, common areas, landscaping, right-of-way, access points (ingress/egress), signage, utilities, and two commercial outparcel tracts (900 and 901) designated for future commercial development. The proposed density is 4.25 dwelling units per acre, with 53% of the area allocated as open space. The construction of the subdivision will include the installation of all required infrastructure, including but not limited to water and sanitary lines, roadways, drainage, and stormwater management areas.

The subject property is zoned Village (V) with a Future Land Use Designation of Village (V). The subject property is located within Village K within Wellen Park.



Figure 1. Proposed Preliminary Subdivision Plat, Wellen Park Village K Townhomes.

Article XII-Subdivision Standards

COMPLIANCE WITH ULDC

1. No subdivision shall be platted or recorded, no lot shall be sold, and no building or development permit be issued unless the subdivision meets all applicable laws of the state, this ULDC, and has been approved by the City in accordance with the requirements Chapter 2, Article II., Section 2.2.9.for Preliminary Subdivision Plat and Final Plat.

<u>Findings</u>: The preliminary subdivision plat was reviewed for conformance with the ULDC.

<u>Conclusion</u>: PSPP-25-02596 was reviewed and found to be in conformance with the required lot sizes, easements and the right-of-way dimensions set forth within the Unified Land Development Code.

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

The site is in a FEMA Flood Zone "AE" and "X" (0.2% Annual Chance Flood Hazard), according to Flood Insurance Rate Map for Sarasota County, Community Panel No. 12115C0370F, revised March 27, 2024.



III. RECOMMENDED MOTIONS

PLANNING & ZONING ADVISORY BOARD—

Staff recommends **approval** of Petition No. PSPP-25-02596, Wellen Park Village K Townhomes Preliminary Subdivision Plat, as stated:

I move to recommend approval of Petition No. PSPP-25-02596 as presented and find that based on the competent substantial evidence, the Preliminary Subdivision Plat complies with all regulations set forth in the City of North Port Comprehensive Plan.

CITY COMMISSION—

The City Commission approve Resolution No. 2025-R-45, Petition No. PSPP-25-02596, Wellen Park Village K Townhomes Preliminary Subdivision Plat, as stated:

I move to approve Resolution No. 2025-R-45 as presented and find that based on the competent substantial evidence, the Preliminary Subdivision Plat complies with all regulations set forth in the City of North Port Comprehensive Plan, Unified Land Development Code (ULDC).

IV. ALTERNATIVE MOTIONS

Petition PSPP-25-02596 may be DENIED. If that were the case, new findings would need to be written to support that recommendation. The motion would be as follows:

PLANNING & ZONING ADVISORY BOARD—

Petition PSPP-25-02596 may be denied. If that were the case, new findings would need to be written to support that recommendation. The motion would be as follows:

MOTION TO DENY: I move to recommend denial of the Wellen Park Village K Townhomes Preliminary Subdivision Plat, Petition No. PSPP-25-02596, and that the City Commission find that, based on the competent and substantial evidence, the Preliminary Subdivision Plat:

[include all applicable factors below]

1. Is NOT consistent with the Unified Land Development Code because ______ [include explanation of how the plat fails to meet each specific regulation];

2. Is NOT consistent with the North Port Comprehensive Plan because ______ [include explanation of how the plat fails to meet each specific regulation]

CITY COMMISSION—

MOTION TO DENY: I move to deny Resolution No. 2025-R-45, Wellen Park Village K Townhomes Preliminary Subdivision Plat, Petition No. PSPP-25-02596, and find that, based on the competent and substantial evidence, the Plat:

[include all applicable factors below]

1. Is NOT consistent with the Unified Land Development Code because _______ [include explanation of how the plat fails to meet each specific regulation];

V. PUBLIC HEARING SCHEDULE

Planning & Zoning Advisory Board Public Hearing	July 17, 2025 9:00 AM or as soon thereafter		
City Commission	July 22, 2025		
Public Hearing	10:00 AM or as soon thereafter		

VI. EXHIBITS

Α.	Preliminary Subdivision Plat
В.	Affidavit
C.	Warranty Deed
D.	Title Assurance

SITE AND DEVELOPMENT PLANS



GENERAL CONSTRUCTION NOTES:

- 1. THERE SHALL BE NO CHANGE OR DEVIATION FROM THESE PLANS UNLESS APPROVED BY THE ENGINEER.
- 2. ALL CLEARING AND GRUBBING DEBRIS TO BE BURNED OR REMOVED FROM SITE AND IS PART OF CLEARING AND GRUBBING ITEM.
- If is the whom of the owner have centure there accounted to be supply and performance in a contencion, if is downer have rests were interpreted and the contencion of the owner. The supple content content of the owner have content on the owner interview and owner. The supple content is not owner to content on the owner have been as the content of the owner interview and owner. The supple content is not owner to be an advected to be a supple content of the owner. The supple content is not owner to be advected to be advected
- WHATHAN INVESTIGATIONS ARE IN CLOSE PROXIMITY OF TREES, THE CONTRACTOR SHALL USE EXTREME CARE IN SUPPLIES OR VEHICLES SHALL BE STORED OR PARKED WITHIN THE DRP LINE OF TREES TO REMAN AND THE CONTRACTOR TO INFORM ALL OF HIS EMPLOYEES AND SUBCONTRACTORS OF THIS REQUIREMENT AND ging the root system. No equipment, yed, it will be the responsibility of
- 1-800-432-4770), CONCAST, FPL, WEST VILLAGES IMPROVEMENT DISTRICT, CITY OF NORTH PORT UTILITIES DEPARTMENT, TECO, AND CONSTRUCTION AND CONNECTION TO EXISTING UTILITIES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING UTILITIES FROM
- ng, and compaction will be inspected by the engineer prior to filling.

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- 9. THE SITE CONSTRUCTION STAKEDUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILES WILL BE FURNISHED TO AD IN THE SITE CONSTRUCTION STAKEDUT. ANY DESCREPANCES FOUND BETWEEN THE AUTOCAD FILES AND SITE CONSTRUCTION FLANS SHALL BE BROUGHT TO ATTENTION FOR CLARIFICATION PRIOR TO THAT STAKFOUL
- 10. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN AN APPROVED MANNER. 11. IN THE EVENT THAT THE CONSTRUCTION SITE IS ABANDONED PRIOR TO THE PROJECT COMPLETION, ALL CONSTRUCTION AND VEGETATIVE DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED LANDRIL FACULTY AT THE CONTRACTOR'S EXPENSE.
- 12. ALL DETAILS AND SPECIFICATIONS SHALL ADHERE TO THE CITY OF NORTH PORT STANDARDS, LATEST REVISIONS,
- 13. THE BEST MANAGEMENT PRACTICES (BMPS) MANUAL SHALL GOVERN THE ASPECTS OF DEVELOPMENT ACTIVITY THROUGHOUT ALL THE PHASES OF THIS PROJECT. 14. ELEVATION INFORMATION SHOWN ON THESE PLANS IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

- 15. IF THE CONTRACTOR ENCOUNTERS A CONFINING SOL LAYER (CLAYEY SOLS) DURING EXCAVATION AND CONSTRUCTION OF THE PROPOSED STORNWATER PONDS, THE CONTRACTOR SHALL STOP EXCAVATION ACTIVITIES IN THE AREA AND NOTIFY THE ENGINEER WITHIN 24 HOURS 16. CONTRACTOR TO MAINTAIN ALL-WEATHER EMERGENCY ACCESS TO THE SITE THROUGHOUT CONSTRUCTION
- 17. ALL CONTRACTOR VEHICLES AND DUMPSTERS SHALL BE PARKED ON ONLY ONE SIDE OF THE STREET TO MAINTAIN A 12' WIDE MINIMUM CLEARANCE FOR EMERGENCY VEHICLES THROUGHOUT CONSTRUCTION.
- STAND ALONE BUILDING PERMITS ARE REQUIRED ON PRIMARY STRUCTURES, SIGNS, WALLS, FENCES, DUMPSTER CORRALS, STREET LIGHTING, IRRIGATION SYSTEMS, LIFT STATIONS AND ANY OTHER ACCESSORY STRUCTURES.
- ALL SIDEWALKS TO HAVE EXPANSION JOINTS AT A MINIMUM SPACING OF 100 FEET AND CONTRACTION JOINTS AT INTERVALS EQUAL TO THE WOTH OF THE SLAB, BUT NOT MORE THAN 10 FEET. NO JOINTS SHALL BE CLOSER THAN 4 FEET.
- 20. THE CONTRACTOR SHALL PROVIDE RECORD DRAWINGS THAT MEET OR EXCEED THE REQUIREMENTS OF THE SWEWIND ERP INFORMATION MANUAL LATEST EDITION, CITY OF NORTH PORT UNIFIED LAND DEVELOPMENT CODE AND THE CITY OF NORTH PORT WATER AND WASTEWATER CODE, LATEST EDITION.
- 21. EXCMATED MATERIAL GENERATED BY EXCMATION OF STORMMATER MANAGEMENT PONDS IS TO BE USED AS FILL FOR THE PROJECT ACTIVITES. NO EXCMATED MATERIAL IS BEING HAULED FROM THE PROPERTY FOR USE AS FILL AT ANOTHER SITE.
- 22. THE SUBJECT PROPERTY LIES WITHIN ZONE AE WITH A BASE FLOOD ELEVATION (BFE) OF 8.0 (NAVO88) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 12115C0370G EFFECTIVE 3/27/2024.

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.

1800 2ND STREET, SUITE 900

CONTACT: TY E. GREMAUX, P.E.

MONARCH ECOLOGY GROUP

3431 PINE VALLEY DRIVE

CONTACT: KERR MACNUTT

SARASOTA, FL 34239

PH :941-374-6339

SARASOTA EL 34236

PH :(941)379-7600

ENVIRONMENTAL

DEVELOPER: MANASOTA BEACH RANCHLANDS, LLLP 19503 S. WEST VILLAGES PKWY, UNIT #14 VENICE, FL 34293 PH: (941)999-4822 CONTACT: JOHN LUCZYNSK

LANDSCAPE ARCHITECTURE: KIMLEY HORN AND ASSOCIATES. INC. 1800 2ND STREET SUITE 900 SARASOTA, FL 34236 PH :(941)379-7600 CONTACT: CHRISTOPHER D. CIANFAGLIONE, PLA

SURVEYOR CAGE ENGINEERING INC. 12260 EVERGLOW DRIVE, SUITE A6 VENICE, FL 34293 PH : 630-532-3367

FOR

VILLAGE K TOWNHOMES

LOCATED IN SECTION 10, TOWNSHIP 40 S, RANGE 20 E CITY OF NORTH PORT, FLORIDA

MARCH 2025



VICINITY MAP



LIST OF UTILITY CONTACTS: WATER AND WASTEWATER: CITY OF NORTH PORT UTILITIES DEPARTMENT 6644 WEST PRICE BOUELVARD NORTH PORT, FL 34291

TELEPHONE: FRONTIER GAS: TECO / PEOPLES GAS FRONTIER 1701 RINGLING BLVD. SARASOTA, FL 34236 (941) 952-5624 8261 VICO CT SARASOTA, FL 34240 (941) 342-4020

ELECTRIC: FLORIDA POWER & LIGHT

2245 MURPHY CT. NORTH PORT, FL 34289 (941) 947-4238

PREPARED BY **Kimley**»Horn 2024 KIMLEY-HORN AND ASSOCIATES, INC.
 1800 2ND STREET, Suite 900, Sarasota, FL 34236 PHONE (941) 379-7600
 WWW.KIMLEY-HORN.COM REGISTRY NO. 35105

PROJECT DATA:

VILLAGE K TOWNHOMES PROJECT AREA: 34,34 AC.

PROPOSED OPEN SPACE AREA: ±18.06 AC. (INCLUDES LAKES & WETLANDS)

OPEN SPACE %: 53% (BASED ON PROJECT AREA)

PROPERTY DENSITY CALCULATION

RESIDENTIAL DWELLING UNITS = (4-UNIT * 8) + (6-UNIT * 19) = 146 UNITS PROJECT AREA = 34.34± AC.

PROJECT DENSITY = 146 / 34 34 AC = 4.25 DU/AC (BASED ON PROJECT AREA)

 REQUIRED OF-STREET PARKING CALCULATIONS (LLOC SEC. 28-71);

 REQUIRED SFACES 1: 5 SPACES

 - 2 SFACES FOR MANAGEMENT

 + 1 SFACE 10 DLV (2010 LV1 7 DL0) + 22 SFACES

 TOTAL REQUIRED SFACES = 219 + 2 + 2 - 243 SFACES

 TOTAL REQUIRED SFACES = 119 + 2 + 2 - 243 SFACES

 ROVIDED SFACES (SF4-STREET) + 2 - 243 SFACES

 TOTAL REQUIRED SFACES = 219 + 2 + 2 - 243 SFACES

BUILDING HEIGHT

ALLOWABLE BUILDING HEIGHT PER VILLAGE K VDPP = 50 FT PROPOSED MAX. BUILDING HEIGHT = 30 FT



Wilage K Development Tracking Chart Vilage K Townhomes (This Application)								
Use	City Permit No.	Phase	Maximum Allowable per VDPP	Previously Permitted or Constructed	Proposed Units (This Application)	Total Permitted and Proposed		
Residential			1893					
		Evely Phase 1		72				
	INF-22-096 / SCP-22-097	Evely Phase 2		99				
	INF-22-0967 SCP-22-097	Evely Phase 3		70				
		Lake:pur Phase 1		137				
	INF-23-151 / SCP-23-152	Lake:pur Phase 3		91				
	MAS-24-011	Lake:pur Phase 2		120				
	PSDP-25-00253	VillageK Townhomes			146	735		
Commercial			75,000 SF	0	D	0		
Office			25,000 SF	0	D	0		

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CATV: COMCAST CABLE 5205 FRUITVILLE ROAD

(941) 240-8010

SARASOTA, FL 34232 (941) 342-3577

GENERAL CONSTRUCTION NOTES

- THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDDE CONSTRUCTION" (ALTEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LAGOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROVING AUTHORITIES SPECIFICATIONS ADDR DESCRIPTIONES. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED. REMOVING THESE, STUARS, ROOTS, MLCX, EMSTING ASARDERITA ADALL OTHER DELETEROLOS WATERIAL.
- EXEMING PARENEN AGUAL UNERVICE: ENDOS MILERAL. EXEMING UTILISES SHOWN ARE CONTROL ACCORDING TO THE INFORMATION AVAILABLE TO THE BINDREER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN DOEPROENTLY VERIFIED BY THE OWNER OR THE BINDREER, GLAVANTEE IS NOT MODERNOETHY VERIFIED BY THE OWNER OWNER OWNER BINDREER, SURVEY NOTATION OF THOSE SHOWN ARE CONTRACTORS RESPONSIBLIT AND MALE DANALOSS TO THE DESTINUE AND LEFT AND THE SURVEY AND ALL LOAD TON OF ANY DESTING UTILITIES IS THE CONTRACTORS RESPONSIBLIT AND MALE DANALOSS TON UNDERGOLDED UTILITIES IS THE CONTRACTORS RESPONSIBLIT AND MALE DANALOSS TON UNDERGOLDED UTILITIES IS THE CONTRACTORS RESPONSIBLIT AND MALE DANALOSS TON UNDERGOLDED UTILITIES IS THE CONTRACTORS RESPONSIBLIT AND MALE DANALOSS IN THE UNDERGOLDED UTILITIES IS THE CONTRACTORS REPORTED THE ACTUAL LOCATION ANY DAVIAGES SUSTABLED OR COSTANTICIOS THE TRACTORS IN THE UNDERGOLDED UTILITIES IS THE CONTRACTORS REPORTED THE ACTUAL ALL DAVIAGES IN MALEDING OF THE LEFT IS IN CERSANTI TO SHALE DE OTHE CERSANDER IN THE UNDERGOLDED UTILITIES OR STRUCTURES NOR FOR TEMPORARY BRACING AND HEAVIEND OF ALLER LEFT IS RECENTED ON THE EXECUTION OF THE REPORTED IN THE UNDERGOLDED UTILITIES OR STRUCTURES NOR FOR TEMPORARY BRACING AND HEAVIEND OF ALLER LEFT IS RECENTED ON THE EXECUTION IN THE UNDERGOLDED UTILITIES OR STRUCTURES NOR FOR TEMPORARY BRACING AND HEAVIEND OF ALLER FLUT RESPONSED TO UNDER FOR SUBJECT ON THE HEAVIEND OF ALLER FLUT RESPONSED TO UNDER FOR SUBJECT OF ALLER HEAVIEND OF ALLER FLUT RESPONSED TO THE METHOD TO USE FOR SUCH WORK
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- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
- ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT. TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK, NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
- ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENSINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY. 8.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SHARTTING TO THE ENVIREED A CERTIFIED RECORD SHARFY EVACIONAL AND SHARTSON LAND SURVEYOR REGISTERED IN THE STATE OF RUPIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTOR IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS MILL BE THE CONTRACTORS RESPONSIBILITY.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING THE CONTRACTOR SHALL BE RESPONDED FOR DOCUMENTING AND MAINTAINS SHALT INCOMENTIAL HEAD SHALL BE RESORDED AND MONITORICITON HOUSENESS RESPONSIBLE FOR FRONTIAN ASSULT DRAWINGS TO THE OWNER FOR THE FURPOSE OF CRETIFICATION JURISICTIONAL ADDRESS ARE REQUEED. ALL ASSULT DATA SHALL BE COLLECTED BY A STATE OF FURPIN PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE EXAMPLE TO MONITORICITON.
- ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PREMITS REQUIRED.
- 12. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE

ADA NOTES

- 1. CURB RAMPS ALONG PUBLIC STREETS AND IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED BASED ON THE FDOT STANDARD SPECIFICATIONS AND PLANS FOR ROAD AND BRIDGE CONSTRUCTION
- PRIVATE CURB RAMPS ON THE SITE (I.E. OUTSIDE PUBLIC STREET RIGHT-OF-WAY) SHALL CONFORM TO ADA STANDARDS AND SHALL HAVE A DETECTABLE WARNING SURFACE THAT IS FULL WIDTH AND FULL DEPTH OF THE CURB RAMP, NOT INCLUDING FLARES.

ALL ACCESSIBLE ROUTES, GENERAL SITE AND BUILDING ELEMENTS, RAMPS, CURB RAMPS STRIPINO, AND PAVEMENT MARRINGS SHALL CONFORM TO ADA STANDARDS FOR ACCESSIBLE DESIGN, LATEST EDITION.

4. ANY COMPONENTS OF THE PROJECT SERVING MULTIFAMILY DWELLINGS IN BUILDINGS THAT HAVE A ART COMPONENTS OF THE PROJECT SERVING MICLIPARIL PURCHAS IN BOLIDINGS THAT HAVE 4 OR MORE MITS PER DWELLING SHALLASS CONFORM TO THE FAR HOUSING ACT (FHA), AND COMPLY WITH THE FAIR HOUSING ACT DESIGN MANUAL BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

5. BERORE FLASHIC PAYMENT. CONTACTOR SHALL VERITY THAT BUTABLE ACCESSIBLE PEDESTINK POLICIES (PER ANA AND HAVE RETE TO AND FORM VERIT DORA MAD AND SIDEWALKE, ACCESSIBLE FARM SHAPCES, ACCESS ASLES, MOD ACCESSIBLE ROUTES, IN NO CASE SHALL AND CRESSIBLE FARM SHAPCES, ACCESS ASLES, MOD ACCESSIBLE ROUTES, IN NO CASE SHALL AND CRESCIDE STATUS AND ACCESS ASLES SHALL NOT EXCERNIS OF PROCHT. ACCESSIBLE PAREND SPACES AND ACCESS ASLES SHALL NOT EXCERNIS OF PROCHT. ACCESSIBLE PAREND SPACES AND ACCESS ASLES SHALL NOT EXCERNIS OF PROCHT. ACCESSIBLE PAREND SPACES AND ACCESS ASLES SHALL NOT EXCERNIS OF PROCHT. ACCESSIBLE PAREND SPACES AND ACCESS ASLES

6. CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENTS ON FINISHED SUBGRADE AND FORM BOARDS PRIOR TO PLADING PAVENENT TO VERRIT THAT ADA SLOPE REGUREMENTS ARE PROVIDED. CONTRACTOR SHALL CONTRACT ENGINEER FIRST TO PAVING FINISHED SUBGRADE SLOPES ARE ENCOUNTERED, NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA SLOPE COMPLICATESSUES.

PAVING, GRADING AND DRAINAGE NOTES

- ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FOOT SPECIFICATIONS and STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
- 2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SOCIED.
- TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REGUREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOTHM) AND THE REQUREMENTS OF THE STATE AND ANY LOCAL DEVICES JURISDICTION, IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTION, ABOLY REQUREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
- THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
- 5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
- 6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
- WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED. THE CONTRACTOR SHALL SAW CUT A MIMILIM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
- WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT. THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
- THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
- IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.
- 11. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED, IN SOME CASES TOPSOIL, MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCHED AREAS BUT ONLY AS DIRECTED BY THE OWNER.

12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISEICTIONIAL AGENCY OR TO FOOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISEICTIONAL AGENCY REQUREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

- 11. ALL SLOFES AND AREAS DETURED BY CONSTRUCTION SHALL BE GRADED AS PER PLANE. THE APRA SHALL THEN BE SOCKED OF SPEECE AS SPEECHED IN THE PLANE. FERTILLEED, MULCHED WITTERED AND MAINTAINED UNTLI HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. AN AREAS GISTURED FOR ANY FRASON ROROT TO FINA ADDITIONAL COST TO THE OWNER. ALL BATHEN AREAS MILL BE SOCKED OR SEEDED AND MULCHES SHOWN ON THE LANDSCRIME PLAN.
- 14. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
- 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SHRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO EMMRONMENTAL PROTECTION.
- 16. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY THE CONTRACTOR SHALL TAKE ALL RECURED MEASURES TO CONTROL TURBIDITY NUCLUBING BUT NOT LIMITED TO THE INSTALLATION OF THREIDITY SHARERS AT ALL LOCATIONS WHETE EXPOSITE DUE TO THE HERRING WE OFFICE THE DUE TO HERRING WHETE EXPOSITE DUE TO THE HERRING WE OFFICE THE DUE TO NUST BE MANTHERE DUY SERVICE THE AND DESTINGTIONS WHITL CONSTRUCTION IS COMPLETED AND DESTINEED SOIL AREAS ARE STABLIZED WHETE THE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AT NO THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AND THE SHALL THERE ARE TO PLATE CONTRACTOR MUST REMOVE THE ARARDERS AND THE SHALL THERE ARE TO PLATE TO PLATE THE ARARDER AND THE ARARDERS AND THE SHALL THE ARE ANT OPPLATE TO PLATE THE ARARDER AND THE ARARDERS AND THE ARAR
- SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
- 16. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE ENVIRONMENTAL RESOLUCE PERMIT COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MORE/CATIONS IN SUPPORT THE CONFUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY WATER MANAGEMENT LIGHTCH TERPRESENTATIVES.
- 18. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING RAEAS ARE NOT COMPACTED AND DO NOT CONTRIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESTRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL.
- 20. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS

WATER AND SEWER UTILITY NOTES

CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.

THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS

DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURERS SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND TITINGS WITH AWATERTIGHT FLUG WEEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURPACES WIFED CLEAN AND DRY AFTER THE PIPE HIS SEEL LOWERED INTO THE TRENCH VALVES SHALL BE FLUMS AUD. LOCATED ACCORDING TO THE PLANS

LOAND AUGMENT OF INSTALLATION INCLUDING UNLOKDING, TRENCHING, LAYING, AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKWARLING IMMIRES. ALL PRE ADD DECOMMENDATIONS, CARE SHALL BE FARSH TO AVION MORE TO ALL PRE ADD DECOMMENDATIONS. CARE SHALL BE FARSH TO AVION OF THE SCHLERE OF UNDER DECOMMENDATION FRECTIONS. MAY PRE OR FITTING, WHICH IS DAMAGE TO THE OCCUTING OR DEPENDENT OF THE SCHLERE AUGMENT OF THE SCHLERE OF UNDER DEPENDENT OF THE SCHLERE AUGMENT OF THE SCHLERE OF UNDER UNDER AN UNDER DETINIST. AND AND ADD THE SCHLERE OF UNDER DEPENDENT OF THE SCHLERE AUGMENT OF THE SCHLERE OF UNDER DEPENDENT OF THE SCHLERE AUGMENT OF THE SCHLERE OF UNDER DEPENDENT OF THE SCHLERE AUGMENT OF THE SCHLERE OF UNDER DEPENDENT OF THE SCHLERE AUGMENT OF THE SCHLERE AND SHALL BE FLORED AT THE CONTRACTORES DEPENDE

WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE. 6.

ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING ALL UTITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS, IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISCICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

8. UNDERGROUND LINES SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.

CONTRACTOR SHALL PERFORM AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/CR AIN ACENCY HAINS AREIGNCTION. THESE TESTS MAY IN ACENCY AND AND AND ACENCY HAINS AREIGNCTION. THESE TESTS MAY INSECTION AND AND AND REIL TEST ON ORAVITY SEVER. A COPY OF THE TEST RESULTS SHALL BE PROMODED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

EROSION CONTROL NOTES

THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THIS EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTININ A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTIANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THER CONTENTS.

THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHAGES OF CONSTRUCTION.

BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL RECURREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER. 4.

- EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES. 5
- THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
- CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE ECUTIMENT MAINTENANCE AND CLEMNING AREA. EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRALERS, ANKING LETFACILITIES.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED. 8.
- SUFFICIENT OL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEANHUP FUEL OR CHEMICAL SHLLS AND LEAKS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OLS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- . RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED COMTAINERS, MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- 12. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.

EROSION CONTROL NOTES (CONT.)

- 13. STABILIZATION PRACTICES SHOULD BE IN TIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.
- 14. CISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED DUITET THINI JOAN AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFERE TO SECTION 981 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MANTENAVACE REQUIREMENTS.
- 15. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TRESS MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD, IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
- ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SCON AS POSSIBLE.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION VITH THE STABILIZATION OF THE STRE.
- 18. ON-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM Single a suff of legislation to bornow AREAS SHALL BE PROTECTED FROM EROSION AND SEDMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES, STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- 19. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- 20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PROVENT EROSION.
- ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVE OR BITUINIOUS PAVING FOR ROAD CONSTRUCTION. 21. A

MAINTENANCE

LIM MARKES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN AND IN THE STORM WATTER POLLUTION TREVENTION PLAN SHALL BE MAINTARED IN FLUC-STORM WATTER POLLUTION TREVENTION PLAN SHALL BE MAINTARED IN FLUC-WORK OR FINA STRATEMENT FOR THE FLUCTURE OF THE STORM AND SEDIMENTATION WORK OR FINA STRATEMENTATION DURING A UNIFIED FERSION AT LEAST ONCE CONTROL MEASURES SHALL BE C-ECROED BY A QUALIFIED FERSION AT LEAST ONCE REVEY SEVIO CALEMAR DAY SAND WITHIN AT HOURS OF THE FED OF A 0.5° RAINFALL EVENT, AND CLEMED AND REPARED IN ACCORDANCE WITH THE FOLLOWING

- INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
- ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED WATERED AND RESEEDED AS NEEDED. FOR MAINTENANCE REGUIREMENTS REFER TO SECTION 961 OF THE STANDARD SPECIFICATIONS.
- SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
- 4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OFWAY. THIS MAY REQUIRE PERMOND. TO DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS PERMOND.
- THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIDDIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
- OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES, SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAVER WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 55 CUBIC YARDS / ACRE.
- ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

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SSOCIATES, INC. SARASOTA, FL 34236 7600 GISTRY ND 364.06 5

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Kim © 2026 KIMLI 0 SECOND STF

S ITEM HAS BEEN DIGITALLY SIGNE LED BY DAVID GOMEZ, P.E. ON THE TE ADJACENT TO THE SEAL

VOT CONSIDERED SIGNED AND SEALES THE SIGNATURE MUST BE VERIFIED OF RECTROMIC CORES

VID GOMEZ, P.E., NO.: 97757 4.EK-HORV AND ASSOCIATES, INC 3157RV NO.: 35108

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JAN 2 SCALE , DESIGNED DRAWN BY

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0 SND STREET, SLATE 200 WOOTA, FLORIDA 34230

VILLAGE K IMERCIAL PAR MANASOTA BEACH RANCHLANDS, LLLP RANCHLANDS, LLLP ORTH PORT ₩ 0

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A-1

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT, CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ALL 2 WORKING DAYS BEFORE YOU DIG T'S THE LAW! Know what's below. Call before you DIAL 811















AGENT/APPLICANT'S AFFIDAVIT

STATE OF FLORIDA COUNTY OF SARASOTA CITY OF NORTH PORT

BEFORE ME, the undersigned authority personally appeared ______ David Gomez, P.E. who being by me first duly sworn on oath, deposes and says:

- That he/she Affirms and Certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of North Port, and that all statements and diagrams submitted herewith and attached hereto, are true and accurate to the best of their knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of North Port, Florida, and are <u>Not Returnable</u>.
- 2. That he/she desires Site Development and Infrastructure approval for the use of property as proposed, for the property legally described on this Application.
- 3. That the submittal requirements for this Application, which are attached hereto, have been completed and attached hereto as part of this Application.

STATE OF FLORIDA **COUNTY OF SARASOTA** CITY OF NORTH PORT

(Agent/Applicant's Signature)

The foregoing instrument was acknowledged before me this \square day of 20, who is personally known to me or who has

produced

_ as identification.

Notary Public (Signature

type Notary Name

Commission (serial) Number HHI82275

29,2026 My Commission Expires: any

SUSAN M. JOHNSON

MY COMMISSION # HH 182275 EXPIRES: January 29, 2026 onded Thru Notary Public Underwriter

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

Doc Stamp-Deed: \$297.206.00

Purchase Price: \$38,677,000 Additional Consideration: \$3,781,000 Doc Tax: \$297,206 Record: \$ $(\wp q \, \swarrow \bigtriangledown \bigcirc \bigcirc$

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 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 $\underline{Maq} \underline{28}$, 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:

Print Name: Les eberman

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

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

Print Name:

STATE OF GEORGIA

COUNTY OF Julton

The foregoing instrument was acknowledged before me this \mathcal{V} day of $\mathcal{M}\mathcal{M}$ 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



Banbana de Ste for Signature of Notary Public

BAMBARA DESTERAND

Print Name of Notary Public

I am a Notary Public of the State of Georgia, and my commission expires on $-\frac{1}{16}$

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):

- Easements in favor of Florida Power & Light Company recorded in Deed Book 98, Page 314, of the Public 4. Records of Sarasota County, Florida.
- Telephone Distribution Easement Deed in favor of GTE Incorporated, a Florida corporation recorded in 5. 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.
- Easements in favor of Sarasota County Public Hospital Board recorded in Official Records Book 2785, Page 7. 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).
- Easements in favor of Englewood Water District recorded in Official Records Book 1320, Page 2150, of the 9. 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).
- Access and Drainage Easements in favor of Sarasota County, together with covenants, limitations and 12. 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.
- Terms and conditions contained in that certain Easement Agreement (Stormwater Drainage and Flowage) in 13. 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.
- Declaration of Utility Easement by TAYLOR RANCH, INC., a Florida corporation recorded in Instrument # 15. 1998166153, of the Public Records of Sarasota County, Florida.
- Easement and right-of-way for ingress and egress, utilities and drainage in favor of John J. Nevins, as Bishop 16. of the Diocese of Venice recorded in Instrument # 1998166155, of the Public Records of Sarasota County, Florida.
- Terms and conditions contained in that certain Grant of Perpetual Non-Exclusive Easement In favor of 17. 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).
- 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.

- 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 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 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).

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.



First American Title Insurance Company 10210 Highland Manor Drive, Ste 120 Tampa, FL 33610 Phone: (813)261-3450 Fax:

CERTIFICATE OF TITLE INFORMATION FOR THE FILING OF A SUBDIVISION PLAT IN Sarasota County, Florida

FATIC File No.: 2240-2812143

A search of the Public Records of Sarasota County, Florida, through December 11, 2024 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of WELLEN PARK - VILLAGE K (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

The last deed of record was dated May 28, 2014 and recorded May 29, 2014 in Instrument No. 2014062917, Public Records of Sarasota County, Florida.

The record title holder is Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership, formerly known as Thomas Ranch Land Partners North Port, LLLP, a Florida limited liability limited partnership.

The name(s) of the record title holder coincides with the name(s) shown as owner(s) on the unrecorded plat of WELLEN PARK - VILLAGE K.

Unsatisfied mortgages or liens encumbering said property are as follows:

NONE

Underlying rights of way, easements or plats affecting said property are as follows:

- 1. Easement granted to Florida Power & Light Company by instrument recorded in Deed Book 98, Page 314 as affected by Partial Release of Easement in Instrument No. 2021098147 and Instrument No. 2022193840.
- Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Instrument No. 2004216589 as amended in Instrument No. 2005257191 and Instrument No. 2007018906, 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).
- 3. Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Instrument No. 2005197548 as amended in Instrument No. 2008099652, 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).

4. Amended and Restated Utility Agreement as set forth in instrument recorded in Instrument No. 2007064870 .

Other information regarding said property includes:

- 5. Water and Wastewater Interim Utilities Agreement as set forth in instrument recorded in Instrument No. 2005089520 .
- Notice of Establishment of West Villages Improvement District, Declaration of Consent to Jurisdiction, 6. Agreement between West Villages Improvement District and Fourth Quarter Properties XXXII, LLC, and other instruments pertaining to said District recorded in Instrument No. 2004223490, Instrument No. 2006023618, Instrument No. 2007048565, Instrument No. 2007086623, Instrument No. 2007176566, Instrument No. 2008055051, Instrument No. 2018000839, Instrument No. 2018084717, Instrument No. 2018142894, which contain provisions creating assessments; and as affected by West Villages Improvement District Unit of Development No. 1 Notice of Series 2017 Special Assessments and Government Lien of Record (Series 2017 Refunding Bonds), which contain provisions for liens and assessments, as recorded in Instrument No. 2017111575; and as affected by Collateral Assignment and Assumption of Development Rights (Unit of Development No. 1), as recorded in Instrument No. 2017111576; and as affected by Declaration of Consent to Jurisdiction of West Villages Improvement District and to Imposition of Special Assessments (Unit of Development No. 1) (Series 2017 Refunding Bonds), which contain provisions for liens and assessments, as recorded in Instrument No. 2017111577, Instrument No. 2017111578, Instrument No. 2017111579, Instrument No. 2017111580, Instrument No. 2017111581, Instrument No. 2017111582, Instrument No. 2017111583, and in Instrument No. 2017111584; Agreement regarding True-Up as recorded in Instrument No. 2021072096; West Villages Improvement District Unit of Development No. 1; Agreement regarding Inclusion of Certain Real Property in Unit of Development No. 1 as recorded in Instrument No. 2022119302; Notice of Amended Boundary as recorded in Instrument No. 2022121327; Amended and Restated Notice of Establishment of the West Villages Improvement District Unit of Development No. 1 as recorded in Instrument No. 2022198036; Amended and Restated Notice of Series 2017 Special Assessments and Government Lien of Record as recorded in Instrument No. 2022198138; Irrigation Water Supply Agreement recorded in Instrument No. 2018159052; Amended and Restated Notice of Establishment in Instrument No. 2022121328.
- 7. Ordinance No. 2018-08 recorded in Instrument No. 2018105750.
- 8. Recorded Notice of Environmental Resource Permit recorded in Instrument No. 2019126330.
- 9. West Villages Developer Agreement as set forth in instrument recorded in Instrument No. 2020042302 amended in Instrument No. 2024156163 .
- 10. Utility Easement recorded in Instrument No. 2021094417.
- 11. Use restrictions as contained in paragraph 1 of the Declaration of Restrictive Covenants and Rights as recorded August 20, 2021 in Instrument No. 2021153734.
- 12. Recorded Notice of Environmental Resource Permit recorded in Instrument No. 2022068841.
- 13. Recorded Notice of Environmental Resource Permit recorded in Instrument No. 2022068842.

- 14. Terms and Provisions of Resolution No. 2022-07, as recorded in Instrument No. 2022087186, establishing West Villages Improvement District Unit of Development No. 9 and by Notice of Establishment of West Villages Improvement District Unit of Development No. 9 as recorded in Instrument No. 2022105405; Collateral Assignment and Assumption of Development Rights Relating to Unit of Development No. 9 (Series 2023 Bonds), as recorded in Instrument No. 2023062283; as affected by: Agreement Regarding the True-Up and Payment of Special Assessments for Special Assessment Revenue Bonds, Unit of Development No. 9; (Series 2023 Bonds); as recorded in Instrument No. 2023062284; Declaration of Consent to Jurisdiction of West Villages Improvement District and to Imposition of Special Assessments, Unit of Development 9 Series 2023 Bonds (Series 2023 Bonds); as recorded in Instrument No. 9 Notice of Series 2023 Special Assessments, and Government Lien of Record as recorded in Instrument No. 2023062286.
- 15. Recorded Notice of Environmental Resource Permit recorded in Instrument No. 2023167185.
- 16. Restrictive Covenant (including license to use) as recorded September 27, 2018, in Instrument No. 2018128694.
- 17. Recorded Notice of Environmental Resource Permit recorded in Instrument No. 2020031687.
- 18. Resolution No. 2023-R-18 recorded in Instrument No. 2023097555.
- 19. Easement Agreement recorded in Instrument No. 2023097556.

Ad valorem taxes on said property are PAID for Tax Parcel I. D. Number 0811005000.

CERTIFICATE OF TITLE INFORMATION FOR THE FILING OF A SUBDIVISION PLAT IN Sarasota County, Florida

This property information report is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company

By:

Authorized Signatory

Exhibit "A"

Part of the Northwest quarter of Section 10, Township 40 South, Range 20 East, City of North Port, Sarasota County, Florida, described as follows:

Commencing at the Northeast corner of the Northwest quarter of Section 10, Township 40 South, Range 20 East; Thence South 77° 28' 45" West, a distance of 214.84 feet to the intersection of the Southerly line of Manasota Beach Road, MANASOTA BEACH RANCHLANDS PLAT NO. 1 according to the plat recorded in Plat Book 55, Page 367 and the Westerly right-of-way line of South River Road according to the Warranty Deed recorded in Instrument No. 2008060371 being the Point of Beginning; thence South 00° 28' 30" West, a distance of 1,827.66 feet along said Westerly right-of-way line to the Northeast corner of LAKESPUR AT WELLEN PARK according to the plat recorded in Plat Book 57, Page 107; thence North 89° 31' 30" West, a distance of 400.00 feet along said North boundary line to the Southeast corner of land described in Special Warranty Deed recorded in Instrument No. 2021094420; thence along Easterly boundary of said Special Warranty Deed for the following four (4) courses: 1) North 00° 28' 30" East, a distance of 938.34 feet; 2) North 89° 17' 37" West, a distance of 300.00 feet; 3) North 69° 38' 16" West, a distance of 580.51 feet; 4) North 15° 02' 48" West, a distance of 691.12 feet to last said Southerly line being a point on a tangent curve; thence along said tangent curve to the right, having a radius of 2,135 feet, a central angle of 9° 41' 44", a chord bearing of North 85° 51' 31" East, a chord length of 360.85 feet, an arc distance of 361.29 feet to a point of tangency; thence South 89° 17' 37" East, a distance of 1,071.16 feet along said Southerly line and to the Point of Beginning.