STAFF REPORT

Wellen Park Village E, Tract 3 Replat
(Petition No. PLF-23-258)

From: David Brown, Planner I

Thru: Hank Flores, AICP, CFM, Planning & Zoning Manager

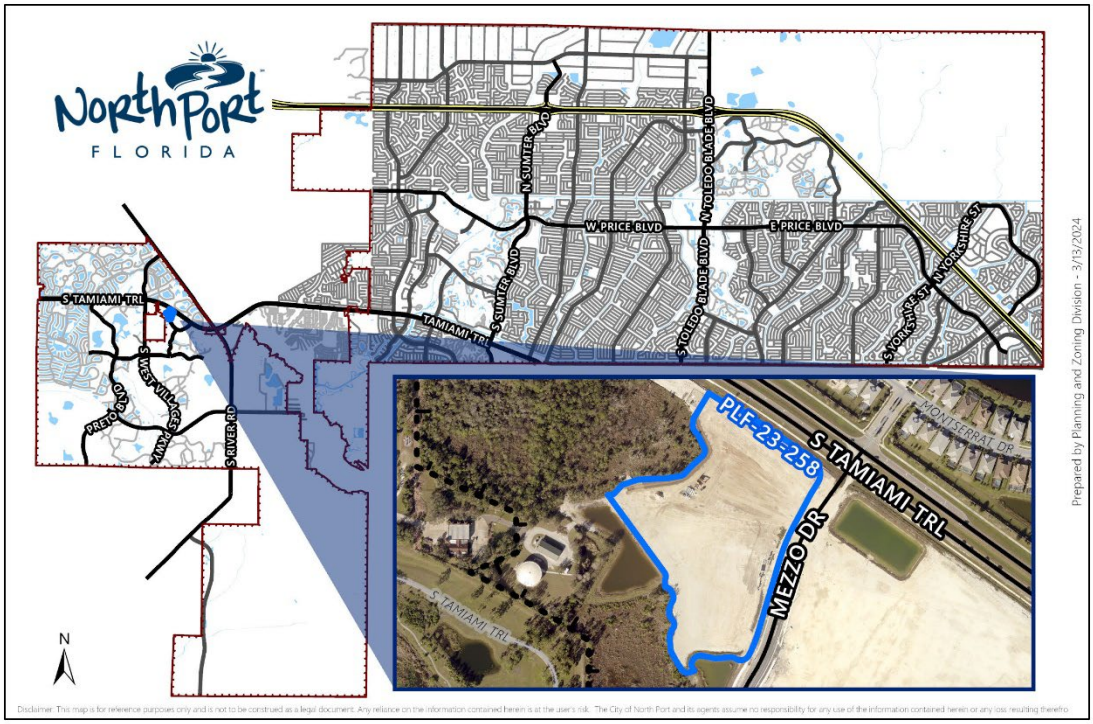
Thru: Lori Barnes, AICP, CPM, Development Services Assistant Director

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: May 2, 2024



PROJECT:	Wellen Park Village E, Tract 3 (QUASI-JUDICIAL)
REQUEST:	Consideration of Wellen Park Village E, Tract 3, a replat.
APPLICANT:	L. Jordan Draper, P.E. – Kimley-Horn & Associates, Inc. (**Exhibit B, Affidavit**)
OWNERS:	Professional Resource Development, Inc. (**Exhibit C, Warranty Deed**)
LOCATION:	Southwest corner of South Tamiami Trail and Mezzo Drive
PARCEL ID#:	0785-11-0100
PROPERTY SIZE:	± 9.37 acres
ZONING:	Village (V)

I. BACKGROUND

On October 18, 2023, L. Jordan Draper of Kimley-Horn and Associates, on behalf of Professional Resource Development, Inc. (Owners), submitted a Final Plat/RePlat Application to the Planning & Zoning Division for the replat of Wellen Park Village E, Tract 3.

The City Commission approved Wellen Park Village E Plat (PLF-21-200) in November 2021, comprising ± 326.5648 acres and includes Tract 3. The purpose of the replat is to subdivide Tract 3 into four commercial lots.

The proposed replat has been reviewed and found to comply with the approved subdivision plans (SCP-23-131) and the approved infrastructure plans (INF-23-130). In addition, the new lot configurations meet the Village E Pattern Plan Development Standards minimum lot size.

The subject property is zoned Village (V) with a Future Land Use Designation of Village.

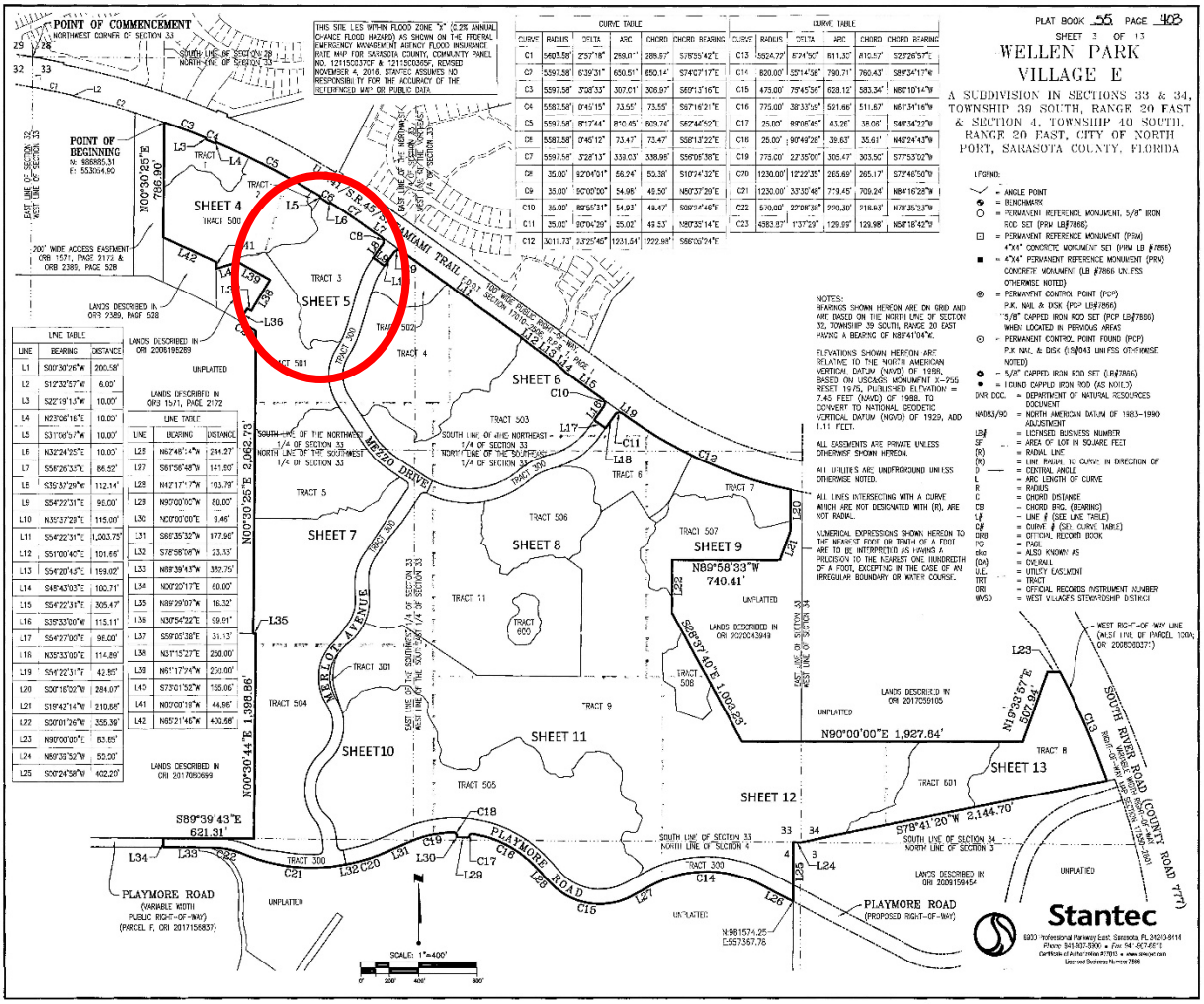


Figure 1- Wellen Park Village E Plat - Current

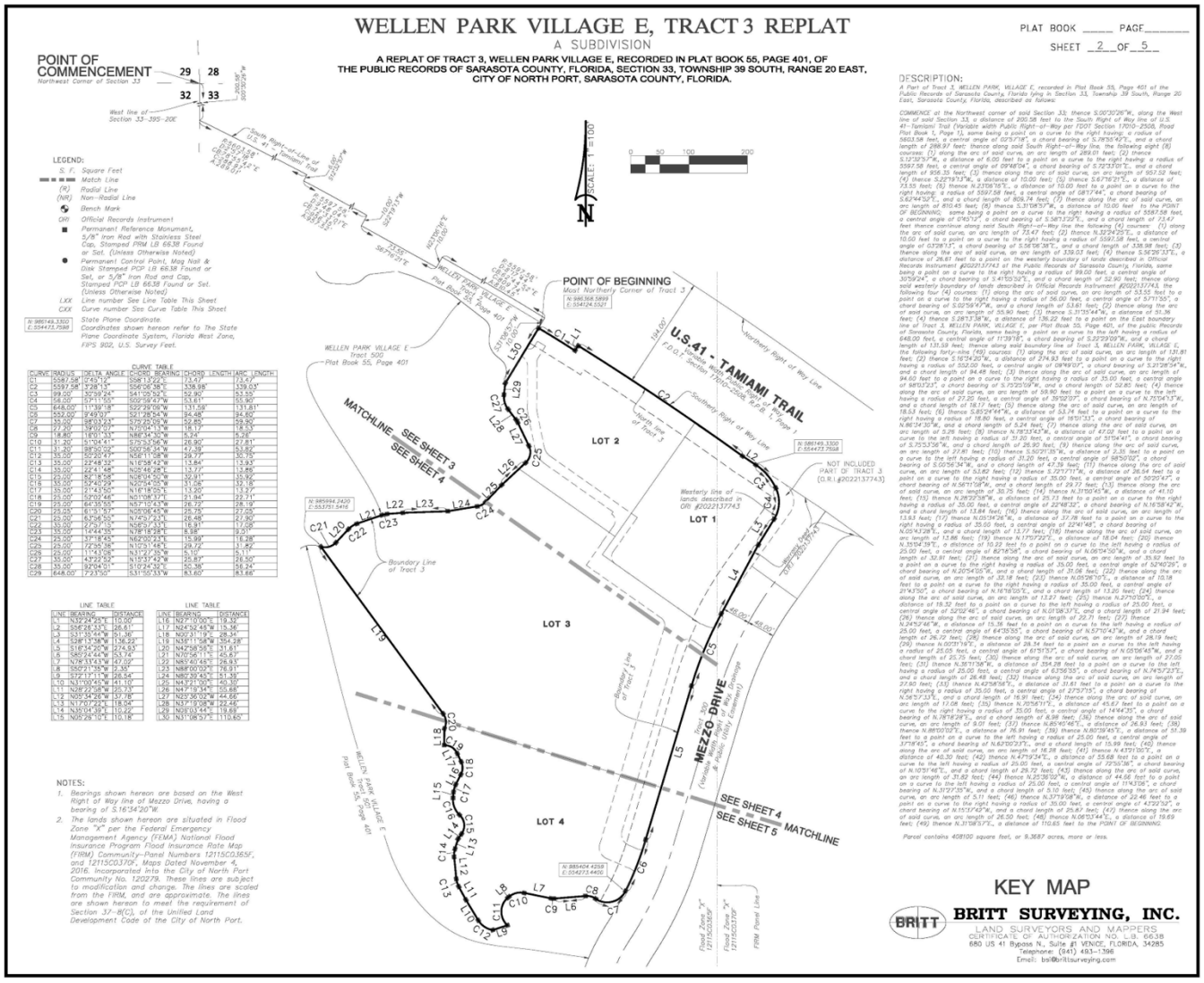


Figure 2 - Proposed replat of Tract 3

II. STAFF ANALYSIS AND 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 contracted city surveyor reviewed and approved the final Plat for conformance with Florida Statutes Chapter 177 Part I.

Conclusion: PLF-23-258 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 ensure the approved subdivision and infrastructure plans meet these regulations.

Findings: The final plat was reviewed to ensure conformance with the approved Subdivision Plans (SCP-23-131) and Master Infrastructure plans (INF-23-130).

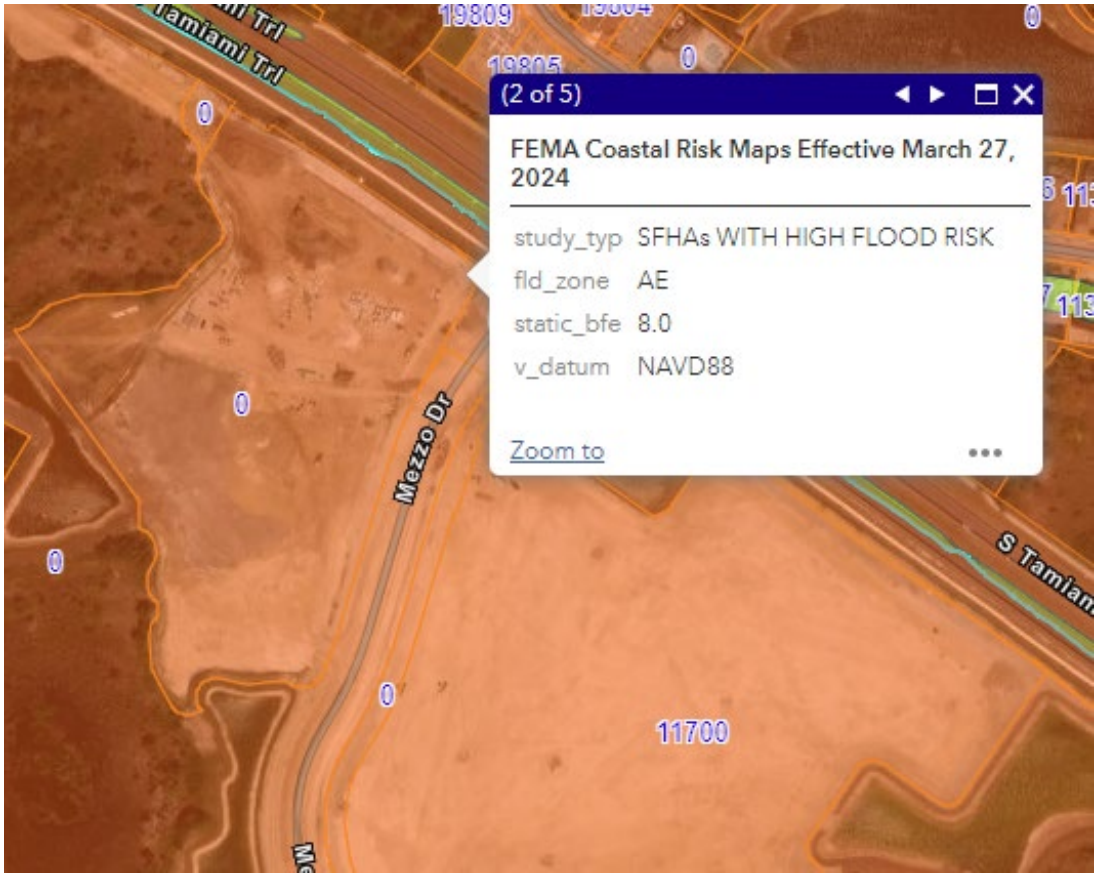
Conclusion: PLF-23-258 conforms with the ULDC.

Environmental

A formal environmental survey was completed on the site with the approved infrastructure plan, and the site was cleared. All permits will be issued in accordance with State and Federal standards.

Flood Zone

The site is within Flood Zone AE (Areas of high flood risk hazard), according to Flood Insurance Rate Map No. 12115C0370F for Sarasota County, Community No. 120279, City of North Port, Florida, effective March 27, 2024. The developer is aware of the high risk designation and is designing the development accordingly.



III. STAFF RECOMMENDATION

Staff Recommendation: Staff recommends approval of Petition No. PLF-23-258, Wellen Park Village E, Tract 3 Replat.

IV. RECOMMENDED MOTION

PLANNING & ZONING ADVISORY BOARD

MOTION TO APPROVE*:* I move to recommend approval of the Wellen Park Village E, Tract 3 Replat, Petition No. PLF-23-258, and that the City Commission find that, based on the competent and substantial evidence, the plat is consistent with Florida Statutes Section 177.081, the Unified Land Development Code, and the North Port Comprehensive Plan.

CITY COMMISSION

MOTION TO APPROVE*:* I move to approve the Wellen Park Village E, Tract 3 Replat, Petition No. PLF-23-258, and find that, based on the competent and substantial evidence, the plat is consistent with Florida Statutes Section 177.081, the Unified Land Development Code, and the North Port Comprehensive Plan.

V. ALTERNATIVE MOTION

PLANNING & ZONING ADVISORY BOARD

MOTION TO DENY*:* I move to recommend denial of the Wellen Park Village E, Tract 3 Replat, Petition No.PLF-23-258, and that the City Commission find that, based on the competent and substantial evidence, the Plat:

[include all applicable factors below]

1. Is NOT consistent with Florida Statutes Section 177.081 because _____ [include explanation of how the plat fails to meet each specific regulation];

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

3. 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 the Wellen Park Village E, Tract 3 Replat, Petition No. PLF-23-258, and find that, based on the competent and substantial evidence, the Plat:

[include all applicable factors below]

4. Is NOT consistent with Florida Statutes Section 177.081 because _____ [include explanation of how the plat fails to meet each specific regulation];

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

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

VI. PUBLIC HEARING SCHEDULE

Planning & Zoning Advisory Board Public Hearing	**May 2, 2024** **9:00 AM** or as soon thereafter
City Commission Public Hearing	**May 28, 2024** **6:00 PM** or as soon thereafter

VII. EXHIBITS

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

Aerial Location

PLF-23-258 Wellen Park Village E Tract 3 Replat

City Boundary
Petition Boundary
Streets

Prepared on 3/13/2024
by Planning & Zoning
Development Services

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

Current Zoning

PLF-23-258, Wellen Park Village E Tract 3 Replat

(V) Village

City Boundary
Petition Boundary
(NZD) No Zoning Designation
(V) Village

Prepared on 3/13/2024
by Planning & Zoning
Development Services

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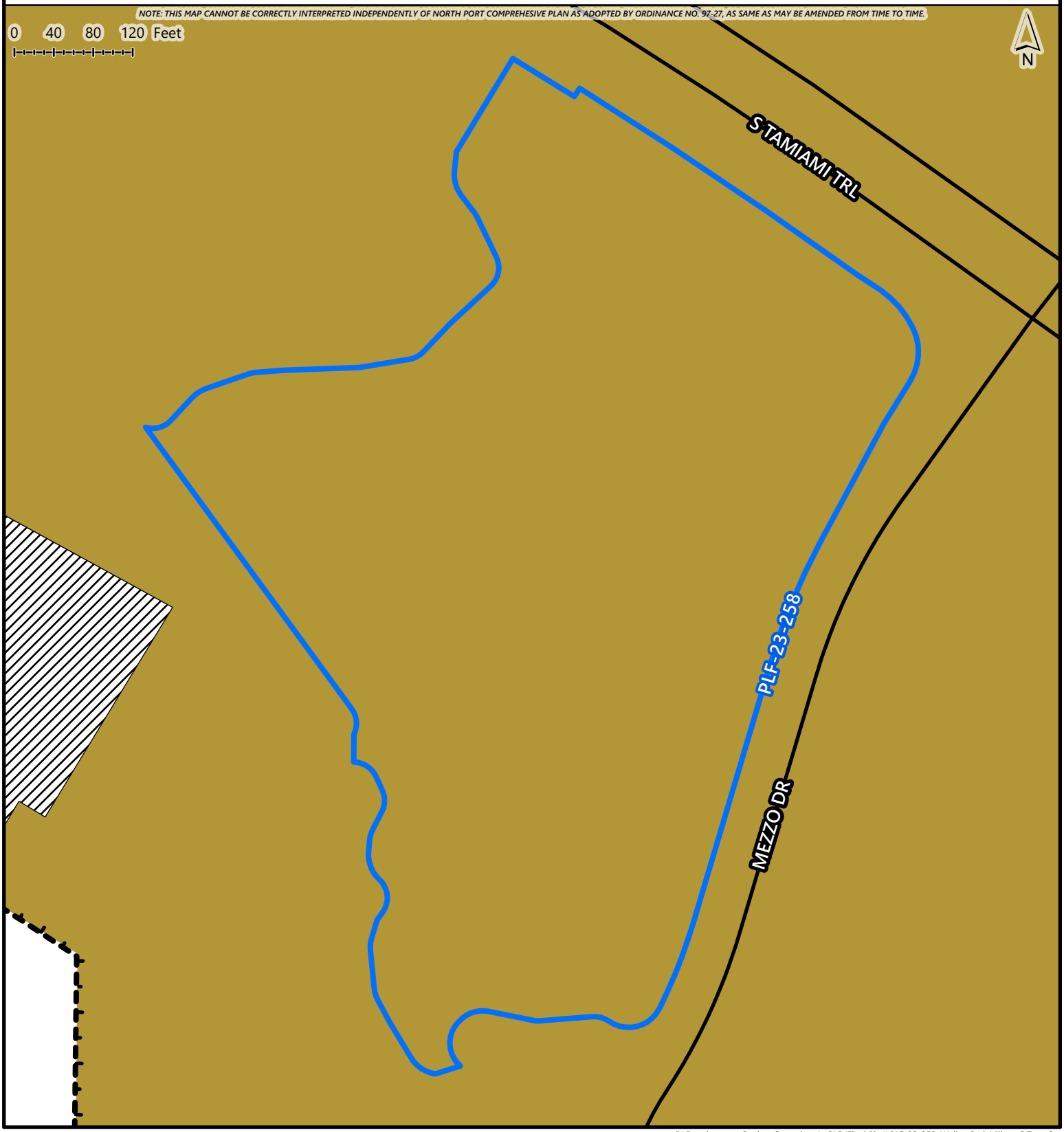
NOTE: THIS MAP CANNOT BE CORRECTLY INTERPRETED INDEPENDENTLY OF NORTH PORT COMPREHESIVE PLAN AS ADOPTED BY ORDINANCE NO. 97-27, AS SAME AS MAY BE AMENDED FROM TIME TO TIME.



Future Land Use

PLF-23-258, Wellen Park Village E Tract 3

VILLAGE

Petition Boundary

VILLAGE

Prepared on 3/13/2024
by Planning & Zoning
Development Services

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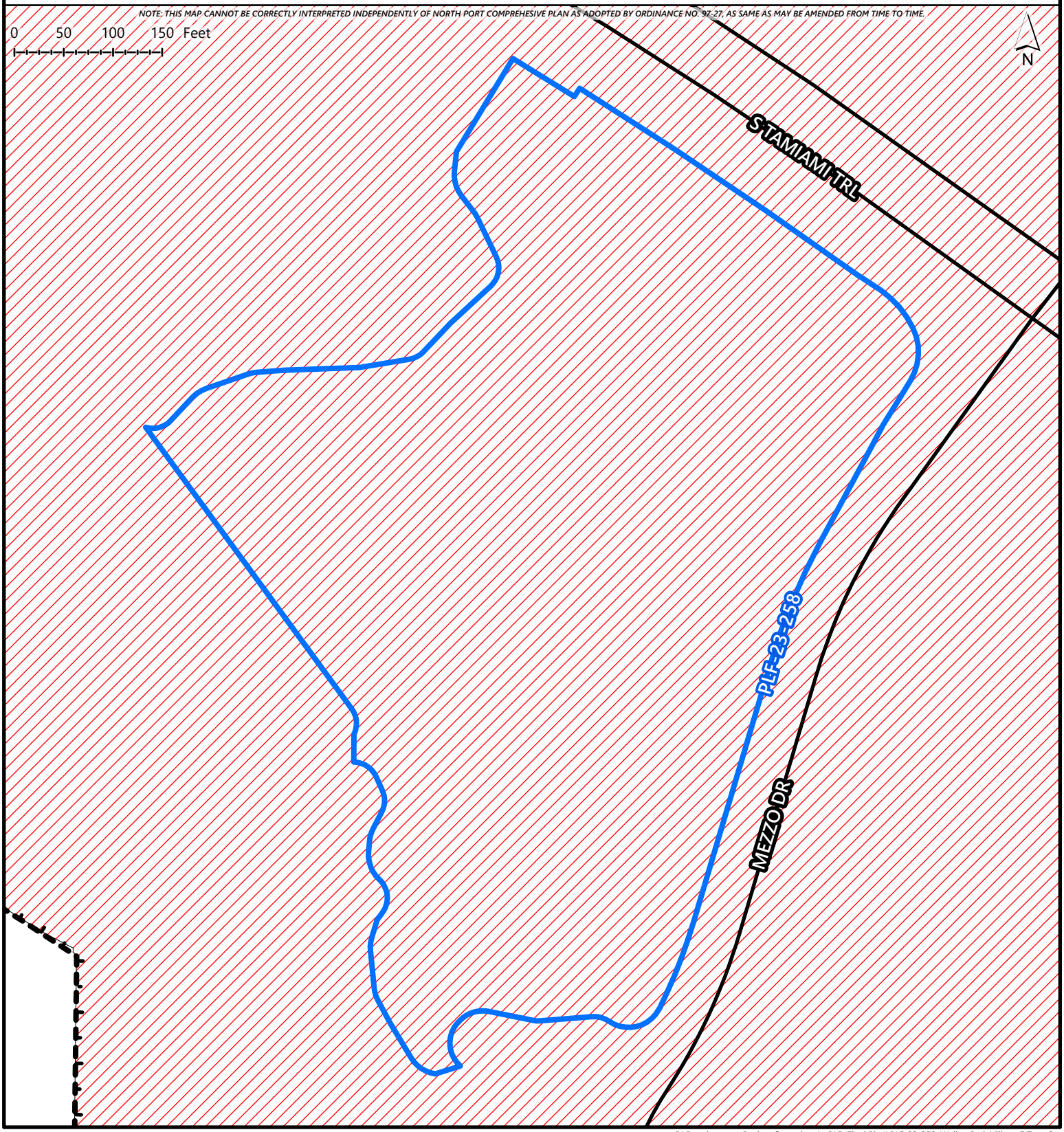

AFFIDAVIT

I (the undersigned), L. Jordan Draper 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 18th day of May, 2023,

Signature of Applicant or Authorized Agent

L. Jordan Draper Agent/Project Manager
Print Name and Title

STATE OF FLORIDA, COUNTY OF ORANGE

The foregoing instrument was acknowledged by me this 18th day of May, 2023, by Jordan Draper who is personally known to me or has produced as identification.

Charlene Kunold
Signature - Notary Public

(Place Notary Seal Below)

Notary Public State of Florida
Charlene Kunold
My Commission
HH 190797
Exp. 2/19/2026

AFFIDAVIT
AUTHORIZATION FOR AGENT/APPLICANT

I, Craig Kopko, Officer of Professional Resource Development, Inc., property owner, hereby authorize L. Jordan Draper to act as Agent on our behalf to apply for this application on the property described as (legal description) Tract 3 of Wellen Park, Village E, as recorded in Plat Book 55, Page 401 of the Public Records of Sarasota County, Florida. Being in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida.

Owner

5-18-23
Date

STATE OF FLORIDA, COUNTY OF ORANGE

The foregoing instrument was acknowledged by me this 18th day of May, 2023, by Craig E. Kopko who is personally known to me or has produced as identification.

(Place Notary Seal Below)

Gayle L Kuhl
Signature - Notary Public

GAYLE L. KUHL
MY COMMISSION # HH 153475
EXPIRES: October 2, 2025
Bonded Thru Notary Public Underwriters

Revised 8-30-19 (Reviewed by CAO)

(2)

CONSIDERATION $3,025,000.00
DOC TAX $21,175.00
RECORD $44.00

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2023061482 5 PG(S)
4/17/2023 2:03 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SIMPLIFILE Receipt # 3016419

Doc Stamp-Deed: $21,175.00

Prepared by and return to:

WILLIAMS PARKER
ATTORNEYS AT LAW • ESTABLISHED 1925
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800
Attention: Nicole F. Christie, Esq.

Parcel Identification Number: 0785110100

SPECIAL WARRANTY DEED

THIS INDENTURE made April 14, 2023, by and between **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, hereinafter referred to as Grantor, whose post office address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and **PROFESSIONAL RESOURCE DEVELOPMENT, INC.**, an Illinois corporation, hereinafter referred to as Grantee, whose post office address is 1200 Network Centre Drive, Ste 2, Effingham, Illinois 62401.

WITNESSETH: Grantor, in consideration of the sum of Ten and no/100 Dollars ($10.00) and other valuable considerations to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee, its heirs and assigns forever, the following described real property situated in Sarasota County, Florida (the "Property"):

ALL THOSE LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO

Subject only to applicable real estate taxes and assessments for the current year and subsequent years; governmental regulations; and covenants, restrictions, reservations, and easements of record.

together with all rights and appurtenances thereto, including rights of ingress and egress, any easements benefitting the Property, any and all air space rights and subsurface rights, mineral rights, and riparian and littoral rights (excluding the water rights in that certain water restriction recorded in the Official Records, as Instrument Number 2018128694, Public Records of Sarasota County, Florida), together with all

pertinent rights and interest pertaining to adjacent streets and roadways. Grantor hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple and that the Grantor has good right and lawful authority to sell and convey the Property. Grantor warrants against only the lawful claims of all persons claiming by, through, or under Grantor. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors, and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

In the event Grantee does not commence construction on the Property as described in the site plan and included in the initial development order approved by the City of North Port within 12 months following the date of this deed or does not substantially complete construction of all improvements described in the initial development order within 36 months after commencement of construction, Grantor shall have the option to repurchase the Property (the "Repurchase Option") for a price equal to (a) the purchase price of the Property which Grantee paid to Grantor, not including attorney's fees, excluding costs for interest, taxes, and assessments, plus (b) all direct third-party costs incurred in the acquisition and development of the Property paid by Grantee. In no event shall the purchase price for the Repurchase Option be less than the loan amount outstanding to lender secured by a mortgage encumbering the Property. Grantee shall pay all closing costs on the repurchase, including title insurance, documentary tax, recording costs, and prorations. Grantee shall convey marketable title to the Property subject only to applicable real estate taxes and assessments for the year of closing and subsequent years; governmental regulations; and covenants, restrictions, reservations, and easements of record. The Property shall be burdened by the Repurchase Option, and the rights and obligations created herein shall be binding upon Grantee and Grantee's respective heirs, successors, and assigns with regard to the Property. In any legal proceeding regarding the Repurchase Option between Grantor and Grantee, the prevailing party shall be reimbursed by the other party for reasonable and actual attorney's fees and court costs for both trial and appellate proceedings. "Commencement of construction" shall mean commencement of Grantee's site work at the Property. Grantor shall have thirty (30) days from (i) the date that is 12 months following the date of the deed if Grantee does not commence construction on the Property as described in the site plan and initial development order approved by the City of North Port or (ii) the date that is 36 months after commencement of construction if Grantee does not substantially complete construction of the improvements on the Property as described in the initial development order for the Property as approved by the City of North Port (as the case may be), to exercise the Repurchase Option or the same shall be deemed waived by Grantor. As used herein, "substantial completion" shall mean the issuance of a certificate of occupancy or its equivalent for the improvements on the Property as described in the site plan and included in the initial development order for the Property as approved by the City of North Port.

In the event Grantee does not (i) obtain a development order for the Second Phase of Development of the Property (as defined in the Contract by and between Grantor and Grantee dated February 15, 2022, as amended) within 12 months following the date of this deed (the "Second Phase Development Order"); (ii) commence construction on the Second Phase of Development within 12 months following receipt of the Second Phase Development Order; or (iii) substantially complete construction of all improvements described in the Second Phase Development Order within 36 months after commencement of construction, Grantor shall have the option to repurchase the portion of the Property comprising the Second Phase of Development (the "Phase 2 Property") for a price equal to (a) $322,952.59 per acre within the portion of the Property comprising the Second Phase of Development, plus (b) all direct third-party costs incurred in the acquisition and development of the Second Phase of Development paid by Grantee (the "Phase 2 Repurchase Option"). Grantee shall pay all closing costs on such repurchase, including title insurance, documentary tax, recording costs, and prorations. Grantee shall convey marketable title to the Phase 2 Property subject only to applicable real estate taxes and assessments for the year of closing and subsequent years; governmental regulations; and covenants, restrictions, reservations, and easements of record. The Phase 2 Property shall be burdened by the Phase 2 Repurchase Option, and the rights and obligations created herein shall be binding upon Grantee and Grantee's respective heirs, successors, and assigns with regard to the Phase 2 Property. In any legal proceeding regarding the Phase 2 Repurchase Option between Grantor and Grantee, the prevailing party shall be reimbursed by the other party for reasonable and actual attorney's fees and court costs for both trial and appellate proceedings. "Commencement of construction" shall mean commencement of Grantee's site work at the Phase 2 Property. Grantor shall have thirty (30) days from (i) the date that is 12 months following the date of this deed, if Grantee does not obtain the Second Phase Development Order; (ii) the date that is 12 months after Grantee obtains the Second Phase Development Order if Grantee does not commence construction on the Phase 2 Property as described in the Second Phase Development Order approved by the City of North Port or (ii) the date that is 36 months after commencement of construction if Grantee does not substantially complete construction of the improvements on the Property as described in the Second Phase Development Order as approved by the City of North Port (as the case may be), to exercise the Phase 2 Repurchase Option or the same shall be deemed waived by Grantor. As used herein, "substantial completion" shall mean the issuance of a certificate of occupancy or its equivalent for the improvements within the Second Phase of Development as described in the Second Phase Development Order as approved by the City of North Port.

IN WITNESS WHEREOF, Grantor has signed and sealed this Special Warranty Deed the day and year first above written.

WITNESSES:

MANASOTA BEACH RANCHLANDS LLLP, a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By: _____
Chelsea C. Vanadia, as its Assistant Vice President

_____
Witness Name: Kristina M. Stephens

_____
Witness Name: Binsu Mathews

STATE OF FLORIDA
COUNTY OF ~~SARASOTA~~ ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of April 2023 by Chelsea C. Vanadia, as Assistant Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and the General Partner of **MANASOTA BEACH RANCHLANDS, LLLP,** a Florida limited liability limited partnership, on behalf of the companies and the partnership. She is personally known to me or produced _____ as identification. If no identification is indicated, the above-named person is personally known to me.

_____
Signature of Notary Public

(Notary Seal)

KRISTINA M. STEPHENS
MY COMMISSION # HH 188675
EXPIRES: October 19, 2025
Bonded Thru Notary Public Underwriters

Kristina M. Stephens
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 10-19-25.

EXHIBIT "A"

Tract 3 of Wellen Park, Village E, according to the map or plat thereof as recorded in Plat Book 55, Page 401 of the Public Records of Sarasota County, Florida lying in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida.

Less and Except:

Begin at the northeast corner of said Tract 3, said point being the point of curvature of a curve to the right, having a radius of 35.00 feet and a central angle of 92°04'01"; the following three (3) calls are along the easterly line of said Tract 3: (1) thence Southerly along the arc of said curve, a distance of 56.24 feet, said curve having a chord bearing and distance of S.10°24'32"E., 50.38 feet, to the point of tangency of said curve; (2) thence S.35°37'29"W., a distance of 127.30 feet to a point of curvature of a curve to the left having a radius of 648.00 feet and a central angle of 07°23'50"; (3) thence Southwesterly along the arc of said curve, a distance of 83.66 feet, to the end of said curve; the following five (5) calls are along the boundary line of lands (Parcel 2) described in Warranty Deed recorded in Official Records Instrument Number 2022137743 of the Public Records of Sarasota County, Florida: (1) thence N.28°13'38"E. along a line non-tangent to said curve, a distance of 136.22 feet; (2) thence N.31°35'44"E., a distance of 51.36 feet to a point of curvature of a curve to the left having a radius of 56.00 feet and a central angle of 57°11'55"; (3) thence Northerly along the arc of said curve, a distance of 55.90 feet, to the point of curvature of a compound curve to the left having a radius of 99.00 feet and a central angle of 30°59'24"; (4) thence Northwesterly along the arc of said curve, a distance of 53.55 feet, to a point on the north line of said Tract 3, also being the southerly right-of-way line of U.S.41/S.R.45/South Tamiami Trail (public right-of-way, Florida Department of Transportation Section 17010-2508) recorded in Road Plat Book 1, Page 1 and Order of Taking recorded in Official Records Book 1039, Page 762 of said Public Records; (5) thence S.56°24'50"E. along said north line and southerly right-of-way line, a distance of 59.92 feet to the POINT OF BEGINNING.

7467429.v4

7467429.v1

TITLE CERTIFICATION
WELLEN PARK VILLAGE E

Pavese Law Firm (as Agent/Title Company)

Plat Number:
Development Order Number:

Effective Date of Title Certification: January 29, 2024

Certified To: The City of North Port and Sarasota County Board of County Commissioners

I have searched the Public Records of Polk County, Florida and have examined the title to the real property more particularly described in the metes and bounds description attached hereto as Exhibit "A" I have made a careful examination of the Public Records of Sarasota County, Florida, with respect to the real property described in attached Exhibit "A." Based on the foregoing, we hereby certify Record Title to the above-described real property, as of the Effective Date of the Title Certification set forth above, is vested in:

Title to the property is vested in:

Professional Resource Development, Inc. by virtue of that certain Special Warranty Deed recorded in Official Records Instrument No. 2023061482, Public Records of Sarasota County, Florida.

There are no persons or entities holding a mortgage secured by portions of the property.

All property taxes, due and owing, have been paid on the land described herein as of the date of this opinion.

The following are all easements and rights of way affecting the property to be platted, whether recorded or unrecorded:

1. Easements in favor of Florida Power & Light Company recorded in O.R. Book 2940, Page 1363 and O.R. Book 3002, Page 1261, Public Records of Sarasota County, Florida.

2. Easements, dedications, boundaries, lot lines and rights of way contained on the Plat of WELLEN PARK VILLAGE E, as recorded in Plat Book 55, Page 401, as affected by Partial Release of Easement recorded in Instrument Number 2022137744, Partial Release of Easement recorded in Instrument Number 2022161839, Partial Release of Easement recorded in Instrument Number 2022161913, and Partial Release of Easement recorded in Instrument Number 2023014082, Public Records of Sarasota County, Florida.

Note, this is not a certification of ownership or entry rights of any oil, gas, and mineral rights or interests.

This certification is provided pursuant to the requirements of § 177.041, Florida Statute, for the uses and purposes specifically stated therein and is not to be used as the basis for the issuance of a title insurance commitment or policy. 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 by name in the property information report as the recipient(s) of the property information report.

By: _____

Charles Mann
Partner

EXHIBIT "A"

DESCRIPTION:

Tract 3 of Wellen Park Village E, recorded in Plat Book 55, Page 401 of the Public Records of Sarasota County, Florida lying in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; LESS lands described in Official Records Instrument #2022137743 of the Public Records of Sarasota County, Florida, described as follows:

BEGIN at the most northerly corner of Tract 3, Wellen Park Village E, recorded in Plat Book 55, Page 401 of the Public Records of Sarasota County, Florida, same being a point on a curve to the right having a radius of 5587.58 feet, a central angle of 0°45'12", a chord bearing of S.58°13'22"E., and a chord length of 73.47 feet; thence along the northerly line of said Tract 3, and the southerly Right of Way line of U.S. Highway #41 – Tamiami Trail as shown on said plat of Wellen Park Village E, the following four (4) courses: (1) along the arc of said curve, an arc length of 73.47 feet; (2) thence N.32°24'25"E., a distance of 10.00 feet to a point on a curve to the right having a radius of 5597.58 feet, a central angle of 0°28'13", a chord bearing of S.56°06'38"E., and a chord length of 338.98 feet; (3) thence along the arc of said curve, an arc length of 339.03 feet; (4) thence S.56°26'33"E., a distance of 26.61 feet to a point on the westerly boundary of lands described in Official Records Instrument #2022137743 of the Public Records of Sarasota County, Florida, same being a point on a curve to the right having a radius of 99.00 feet, a central angle of 30°59'24", a chord bearing of S.41°05'52"E., and a chord length of 52.90 feet; thence along said westerly boundary of lands described in Official Records Instrument #2022137743, the following three (3) courses: (1) along the arc of said curve, an arc length of 53.55 feet to a point on a curve to the right having a radius of 56.00 feet, a central angle of 57°11'55", a chord bearing of S.02°59'47"W., and a chord length of 53.61 feet; (2) thence along the arc of said curve, an arc length of 55.90 feet; (3) thence S.31°35'44"W., a distance of 51.36 feet returning to the boundary line of said Tract 3, Wellen Park Village E; thence along said boundary line of Tract 3, Wellen Park Village E, the following forty-nine (49) courses: (1) S.28°13'38"W., a distance of 136.22 feet to a point on a curve to the left having a radius of 648.00 feet, a central angle of 11°39'18", a chord bearing of S.22°29'09"W., and a chord length of 131.59 feet; (2) thence along the arc of said curve, an arc length of 131.81 feet; (3) thence S.16°34'20"W., a distance of 274.93 feet to a point on a curve to the right having a radius of 552.00 feet, a central angle of 09°49'07", a chord bearing of S.21°28'54"W., and a chord length of 94.48 feet; (4) thence along the arc of said curve, an arc length of 94.60 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 98°03'23", a chord bearing of S.75°25'09"W., and a chord length of 52.85 feet; (5) thence along the arc of said curve, an arc length of 59.90 feet to a point on a curve to the left having a radius of 27.20 feet, a central angle of 39°02'07", a chord bearing of N.75°04'13"W., and a chord length of 18.17 feet; (6) thence along the arc of said curve, an arc length of 18.53 feet; (7) thence S.85°24'44"W., a distance of 53.74 feet to a point on a curve to the right having a radius of 18.80 feet, a central angle of 16°01'33", a chord bearing of N.86°34'30"W., and a chord length of 5.24 feet; (8) thence along the arc of said curve, an arc length of 5.26 feet; (9) thence N.78°33'43"W., a distance of 47.02 feet to a point on a curve to the left having a radius of 31.20 feet, a central angle of 51°04'41", a chord bearing of S.75°53'56"W., and a chord length of 26.90 feet; (10) thence along the arc of said curve, an arc length of 27.81 feet; (11) thence S.50°21'35"W., a distance of 2.35 feet to a point on a curve to the left having a radius of 31.20 feet, a central angle of 98°50'02", a chord bearing of S.00°56'34"W., and a chord length of 47.39 feet; (12) thence along the arc of said curve, an arc length of 53.82 feet; (13) thence S.72°17'11"W., a distance of 26.54 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 50°20'47", a chord bearing of N.56°11'08"W., and a chord length of 29.77 feet; (14) thence along the arc of said curve, an arc length of 30.75 feet; (15) thence N.31°00'45"W., a distance of 41.10 feet; (16) thence N.28°22'58"W., a distance of 25.73 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 22°48'32", a chord bearing of N.16°58'42"W., and a chord length of 13.84 feet; (17) thence along the arc of said curve, an arc length of 13.93 feet; (18) thence N.05°34'26"W., a distance of 37.78 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 22°41'48", a chord bearing of N.05°43'28"E., and a chord length of 13.77 feet; (19) thence along the arc of said curve, an arc length of 13.86 feet; (20) thence N.17°07'22"E., a distance of 18.04 feet; (21) thence N.35°04'39"E., a distance of 10.22 feet to a point on a curve to the left having a radius of 25.00 feet, a central angle of 82°18'58", a chord bearing of N.06°04'50"W., and a chord length of 32.91 feet; (22) thence along the arc of said curve, an arc length of 35.92 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 52°40'29", a chord bearing of N.20°54'05"W., and a chord length of 31.06 feet; (23) thence along the arc of said curve, an arc length of 32.18 feet; (24) thence N.05°26'10"E., a distance of 10.18 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 21°43'50", a chord bearing of N.15°18'05"E., and a chord length of 13.20 feet; (25) thence along the arc of said curve, an arc length of 13.27 feet; (26) thence N.27°10'00"E., a distance of 19.32 feet to a point on a curve to the left having a radius of 25.00 feet, a central angle of 52°02'46", a chord bearing of N.01°08'37"E. and a chord length of 21.94 feet; (27) thence along the arc of said curve, an arc length of 22.71 feet; (28) thence N.24°52'46"W., a distance of 15.36 feet to a point on a curve to the left having a radius of 25.00 feet, a central angle of 64°35'55", a chord bearing of N.57°10'43"W., and a chord length of 26.72 feet; (29) thence along the arc of said curve, an arc length of 28.19 feet; (30) thence N.00°31'19"E., a distance of 28.34 feet to a point on a curve to the left having a radius of 25.05 feet, a central angle of 61°51'37", a chord bearing of N.05°06'45"W., and a chord length of 25.75 feet; (31) thence along the arc of said curve, an arc length of 27.05 feet; (32) thence N.36°11'58"W., a distance of 354.28 feet to a point on a curve to the left having a radius of 25.00 feet, a central angle of 63°56'55", a chord bearing of N.74°57'23"E., and a chord length of 26.48 feet; (33) thence along the arc of said curve, an arc length of 27.90 feet; (34) thence N.42°58'56"E., a distance of 31.61 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 27°57'15", a chord bearing of N.56°57'33"E., and a chord length of 16.91 feet; (35) thence along the arc of said curve, an arc length of 17.08 feet; (36) thence N.70°56'11"E., a distance of 45.67 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 14°44'35", a chord bearing of N.78°18'28"E., and a chord length of 8.98 feet; (37) thence along the arc of said curve, an arc length of 9.01 feet; (38) thence N.85°40'46"E., a distance of 26.93 feet; (39) thence N.88°00'02"E., a distance of 76.91 feet; (40) thence N.80°39'45"E., a distance of 51.39 feet to a point on a curve to the left having a radius of 25.00 feet, a central angle of 37°18'45", a chord bearing of N.62°00'23"E., and a chord length of 15.99 feet; (41) thence along the arc of said curve, an arc length of 16.28 feet; (42) thence N.43°21'00"E., a distance of 40.30 feet; (43) thence N.47°19'34"E., a distance of 55.68 feet to a point on a curve to the left having a radius of 25.00 feet, a central angle of 72°55'36", a chord bearing of N.10°51'46"E., and a chord length of 29.72 feet; (44) thence along the arc of said curve, an arc length of 31.82 feet; (45) thence N.25°36'02"W., a distance of 44.66 feet to a point on a curve to the left having a radius of 25.00 feet, a central angle of 11°43'06", a chord bearing of N.31°27'35"W., and a chord length of 5.10 feet; (46) thence along the arc of said curve, an arc length of 5.11 feet; (47) thence N.37°19'08"W., a distance of 22.46 feet to a point on a curve to the right having a radius of 35.00 feet, a central angle of 43°22'52", a chord bearing of N.15°37'42"W., and a chord length of 25.87 feet; (48) thence along the arc of said curve, an arc length of 26.50 feet; (49) thence N.06°03'44"E., a distance of 19.69 feet; (50) thence N.31°08'57"E., a distance of 110.65 feet to the POINT OF BEGINNING.

Parcel contains 408100 square feet, or 9.3687 acres, more or less.

CITY OF NORTH PORT
PLAT REVIEW COMMENTS

Discipline:	Surveying
Reviewed by:	Steven M. Watts, PSM
Review Date:	03/05/2024
Phone:	(954)266-6482
Email:	swatts@cgasolutions.com

Plat Name:	**PLF-23-258**	**WELLEN PARK VILLAGE E, TRACT 3 REPLAT**
CGA Project Number:	23-7758	

Comments Based on Plan Submittal Date: 02/16/2024

___X___ No comments
_____ Comments as follows or attached

Approved

Steven M. Watts, PSM 4588
City of North Port – Review Surveyor