



Tract B, SUNCOAST PLAZA III, Replat (Sig North Port)

(Petition No. PLF-23-255)

STAFF REPORT

From: David Brown, Planner I

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

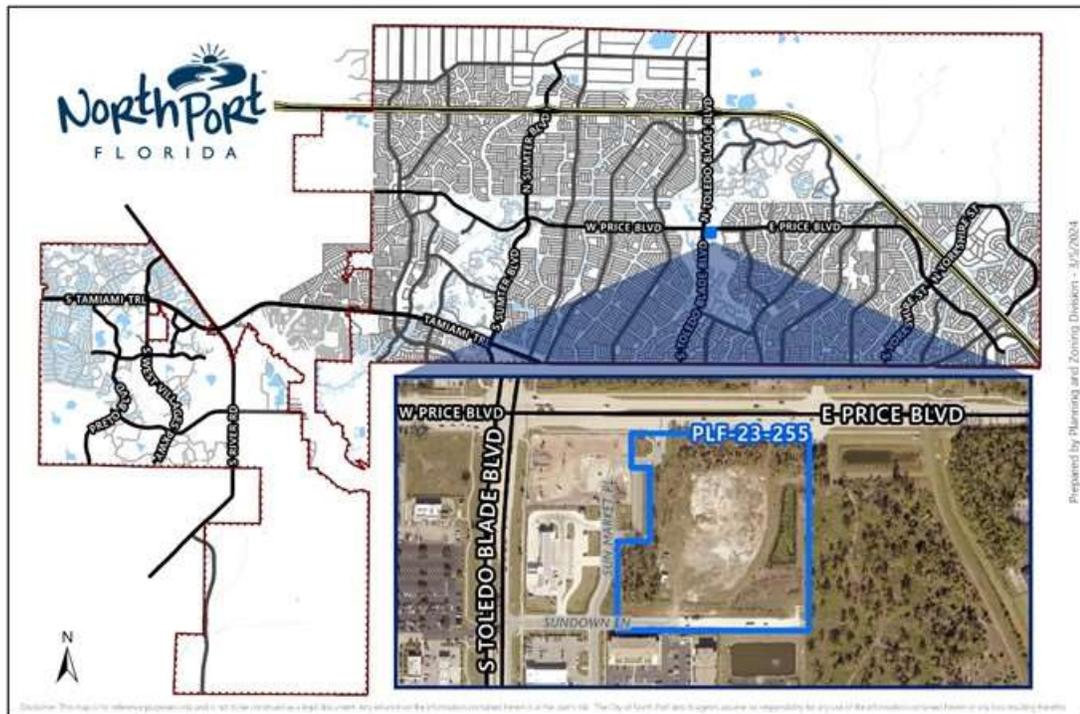
Thru: Lori Barnes, AICP, CPM, Development Services Assistant Director

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: June 20, 2024



Prepared by Planning and Zoning Division - 3/5/2024

PROJECT: Tract B, SUNCOAST PLAZA III, Replat (Sig North Port) (QUASI-JUDICIAL)

REQUEST: Consideration of a Replat for a portion of Suncoast Plaza III, Tract B

APPLICANT: Jeffrey L Stein, Manager on behalf of Sig North Port, LLC (**Exhibit B, Affidavit**)

OWNERS: Sig North Port, LLC (**Exhibit C, Warranty Deed**)

LOCATION: South side of East Price Boulevard, approximately 330 feet east of Toledo Blade Boulevard

PARCEL ID#: 0984-07-0100

PROPERTY SIZE: ± 9.165 acres

ZONING: Planned Community Development (PCD)

I. BACKGROUND

On October 11, 2023, the Planning & Zoning Division received a petition from Jeffrey L. Stein on behalf of Sig North Port, LLC requesting a replat of Tract B, Suncoast Plaza III, containing ±9.165-acres of land. The property is located in the southeast quadrant of Toledo Blade Boulevard and Price Boulevard.

The purpose of the replat petition is to relocate the existing 30-foot access, utility, and drainage easement located on Tract B of the Suncoast Plaza III plat (**Figure 1**) to accommodate the construction of a storage facility. A new 20-foot public utility and access easement and a 30-foot-wide private drainage easement will be created to replace the 30-foot existing access, utility, and drainage easement (**Figure 2 and Figure 3**).

The site, which will utilize existing roadways (E. Price Boulevard, Sun Market Place, and Sundown Lane) for access, is located within Activity Center #5. It is zoned Planned Community Development (PCD) and has a Future Land Use Designation of Activity Center.

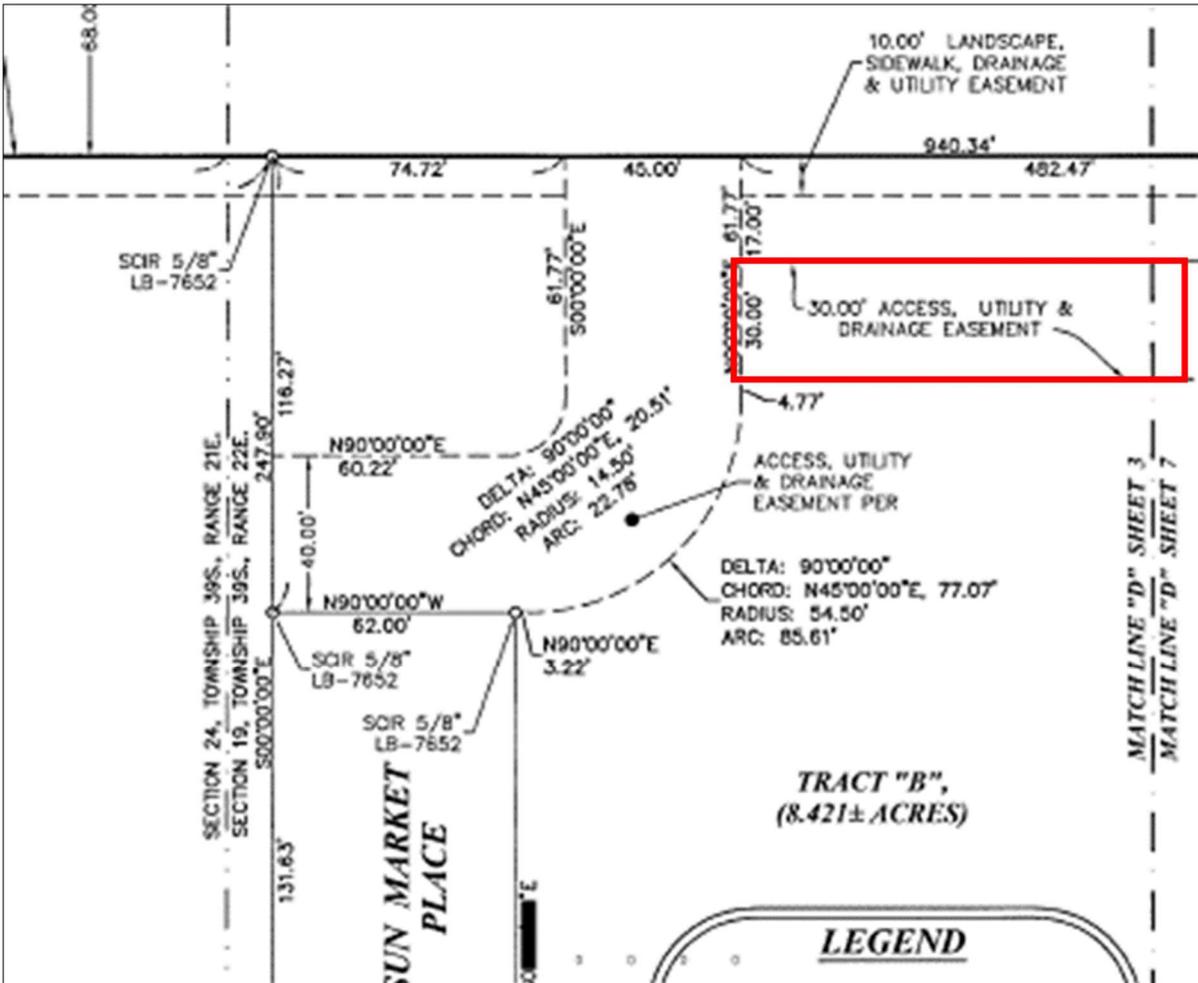


Figure 1- Suncoast Plaza III Plat – Current

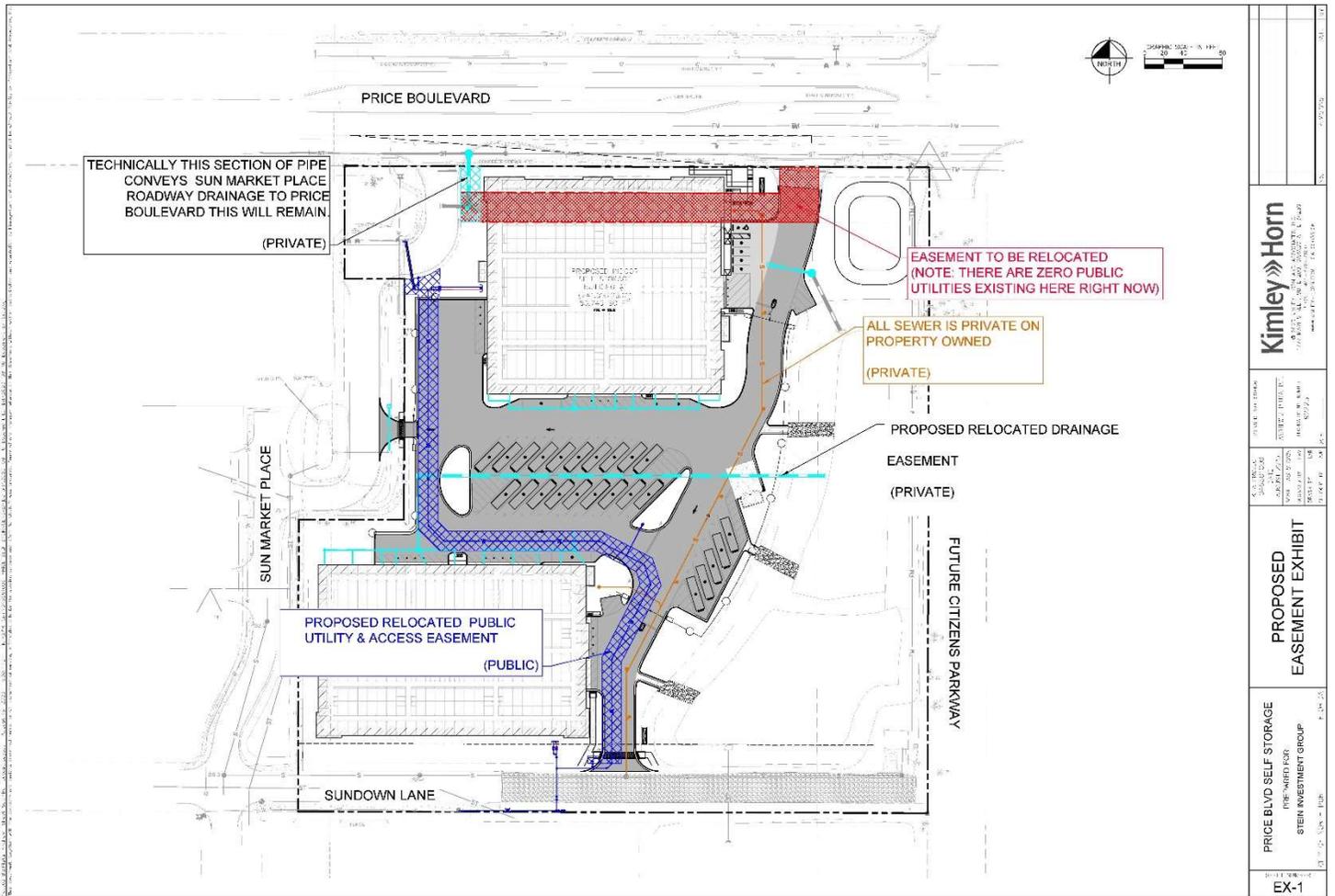


Figure 2 – Illustration of existing easement and proposed relocations detail

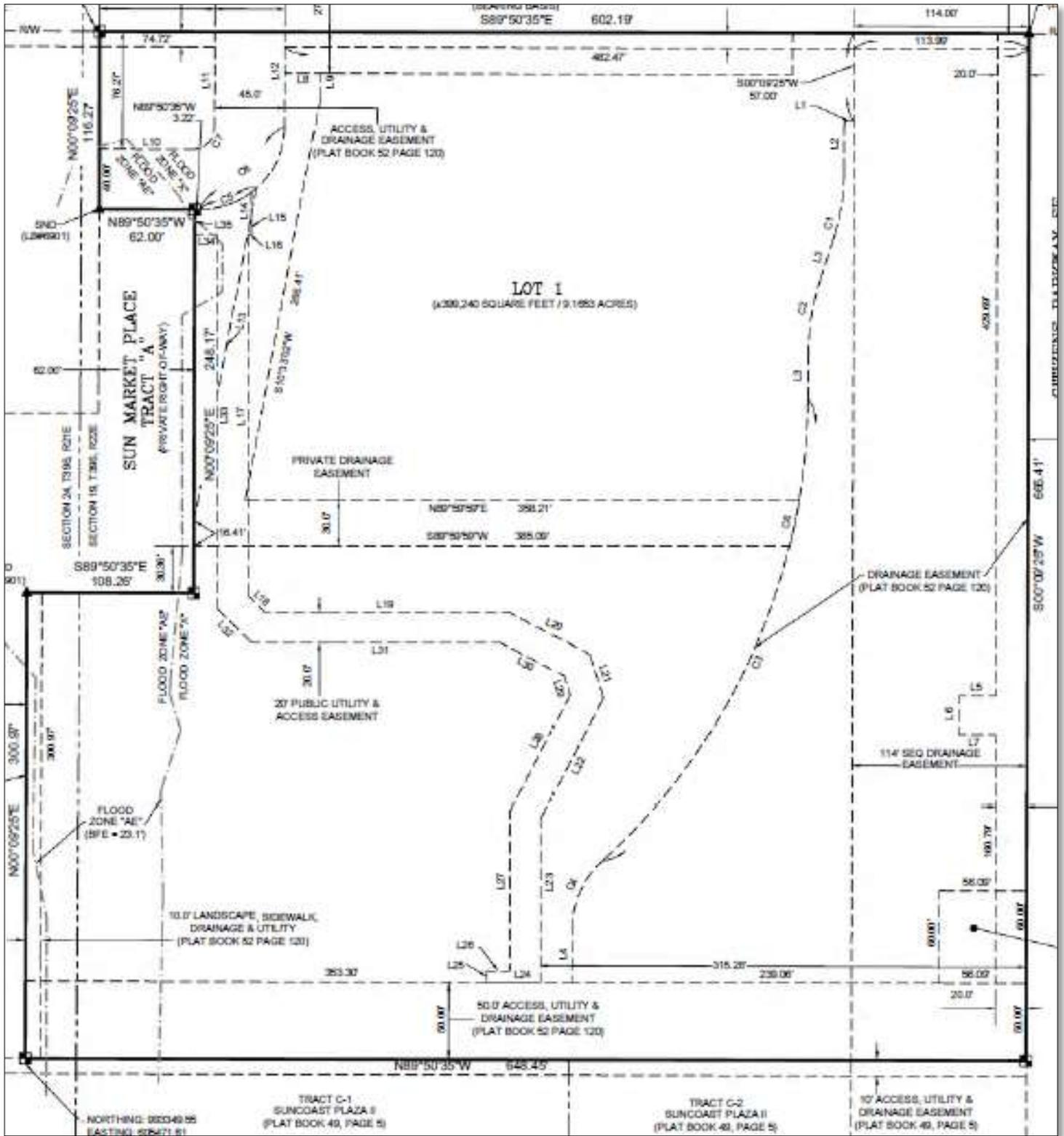


Figure 3 – Replat configuration of relocated easements

II. STAFF ANALYSIS AND FINDINGS

2023 Florida Statutes

Title XII MUNICIPALITIES, Chapter 177 LAND BOUNDARIES, Part I: PLATTING, Section 177.081 Dedication and approval and Section 177.101 (2), Vacation and annulment of plats subdividing land.

(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 city's contracted surveyor has reviewed and approved the Final Plat to ensure it complies with Florida Statutes Chapter 177 Part I: PLATTING, Section 177.081 on Dedication and approval.

The surveyor has also reviewed the proposed easements and confirmed that they meet the requirements of Florida Statutes Chapter 177.101(2). According to this statute, "The approval of a replat by the governing body of a local government, which includes lands from a prior recorded plat, shall automatically vacate and annul the prior plat upon recordation of the replat."

In addition, the relevant utility agencies, including the City of North Port Stormwater Engineer, have reviewed the proposed relocation of easements through the replat request, and no issues were raised.

Conclusion: PLF-23-255 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 replat was reviewed to ensure conformance with the approved Subdivision Plans (SCP-14-088) and Master Infrastructure plans (INF-14-089).

Conclusion: PLF-23-255 conforms with the ULDC Chapter 37, Section 37-8.

Article XXII. - Administration And Enforcement - Chapter 53, Section 53-267 Relocation of easements.

The ULDC provides for the relocation of platted easements administratively when certain conditions have been met. Section 53-267A. Relocation of platted easements. This section applies to platted easements granted to the City or one (1) of its Special Districts. The dedication language on the current Suncoast Plaza III plat provides drainage easements to the owners of the lots within this subdivision. As shown on the plat, these easements are granted for the construction, installation, maintenance, and operation of the stormwater system and are private.

The Utilities and Access easements are platted easements granted to the City of North Port. Although these easements are eligible for relocation, it has been decided that all easements to be relocated will be included in the replat with the appropriate dedication language. This will ensure that all of the newly relocated easements are clearly identified and documented through one process on the recorded plat.

Findings: The final plat was reviewed to ensure compliance with Chapter 53, Section 53-267, and to determine if easement relocation would be covered by this code section. According to the code, public easements can be relocated, but private easements cannot. The best process to accomplish this is to replat by relocating and providing the appropriate dedication language.

Conclusion: PLF-23-255 conforms with the ULDC Chapter 53, Section 53-267.

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

Portions of the site near Sun Market Place are located in FEMA Flood Zone "AE" and "X", according to Flood Insurance Rate Map for Sarasota County, Community Panel No. 12115C0384F, revised March 27, 2024.



III. STAFF RECOMMENDATION

Staff Recommendation: Staff recommends approval of Petition No. PLF-23-255,

IV. RECOMMENDED MOTION

PLANNING & ZONING ADVISORY BOARD

MOTION TO APPROVE: I move to recommend approval of Tract B, SUNCOAST PLAZA III, Replat (Sig North Port), Petition No. PLF-23-255, 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 Tract B, SUNCOAST PLAZA III, Replat (Sig North Port) Petition No. PLF-23-255, 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 Tract B, SUNCOAST PLAZA III, Replat (Sig North Port), Petition No. PLF-23-255, 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 Tract B, SUNCOAST PLAZA III, Replat (Sig North Port), Petition No. PLF-23-255, 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	June 20, 2024 9:00 AM or as soon thereafter
City Commission Public Hearing	July 9, 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-23-255, TSS North Port

Exhibit A for PLF-23-255

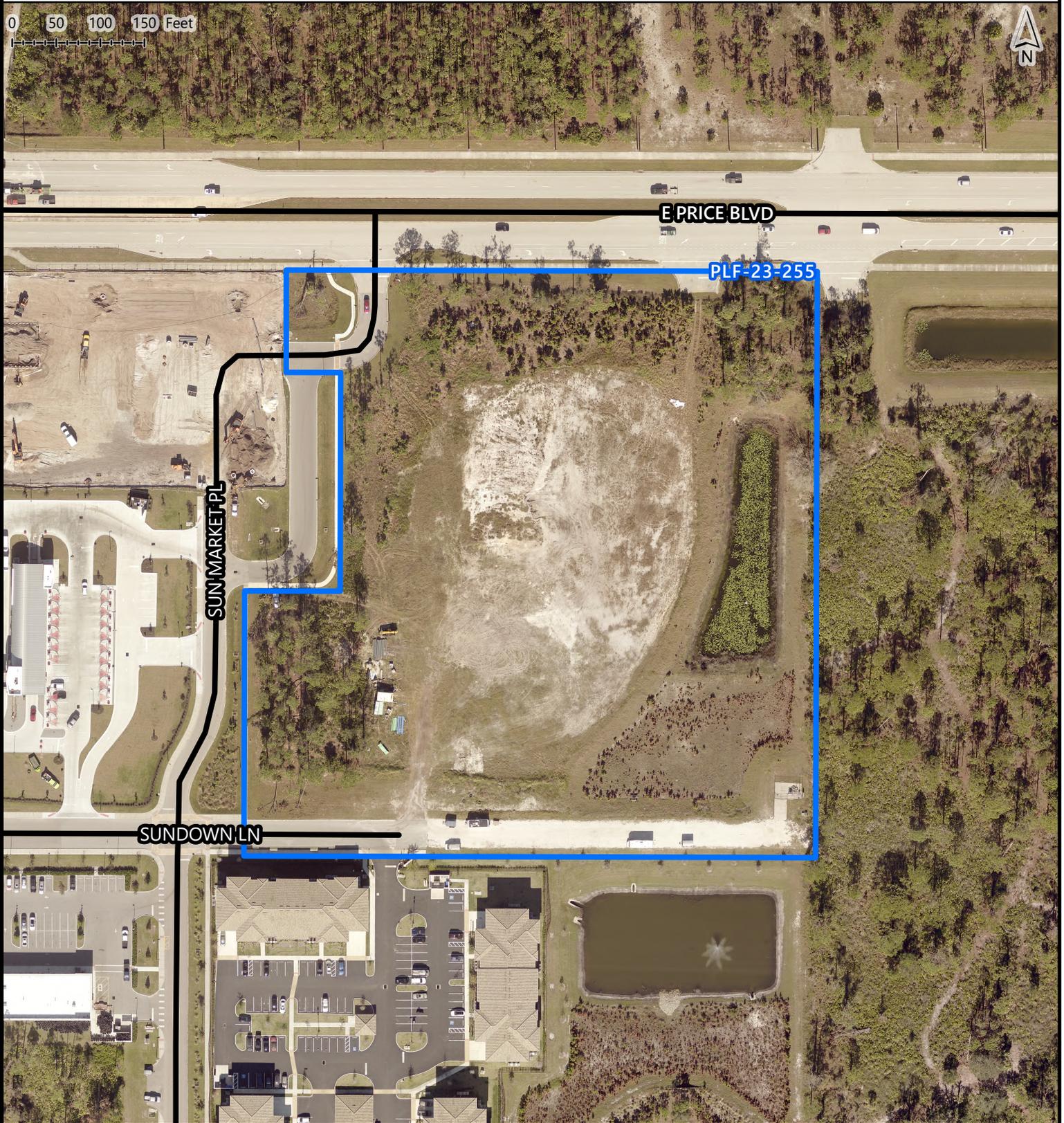


Prepared on 3/5/2024
by Planning & Zoning
Development Services

-  Petition Boundary
-  Streets

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.

0 50 100 150 Feet



Current Zoning

PLF-23-255, TSS North Port

(PCD) Planned Community Development

Exhibit A for PLF-23-255



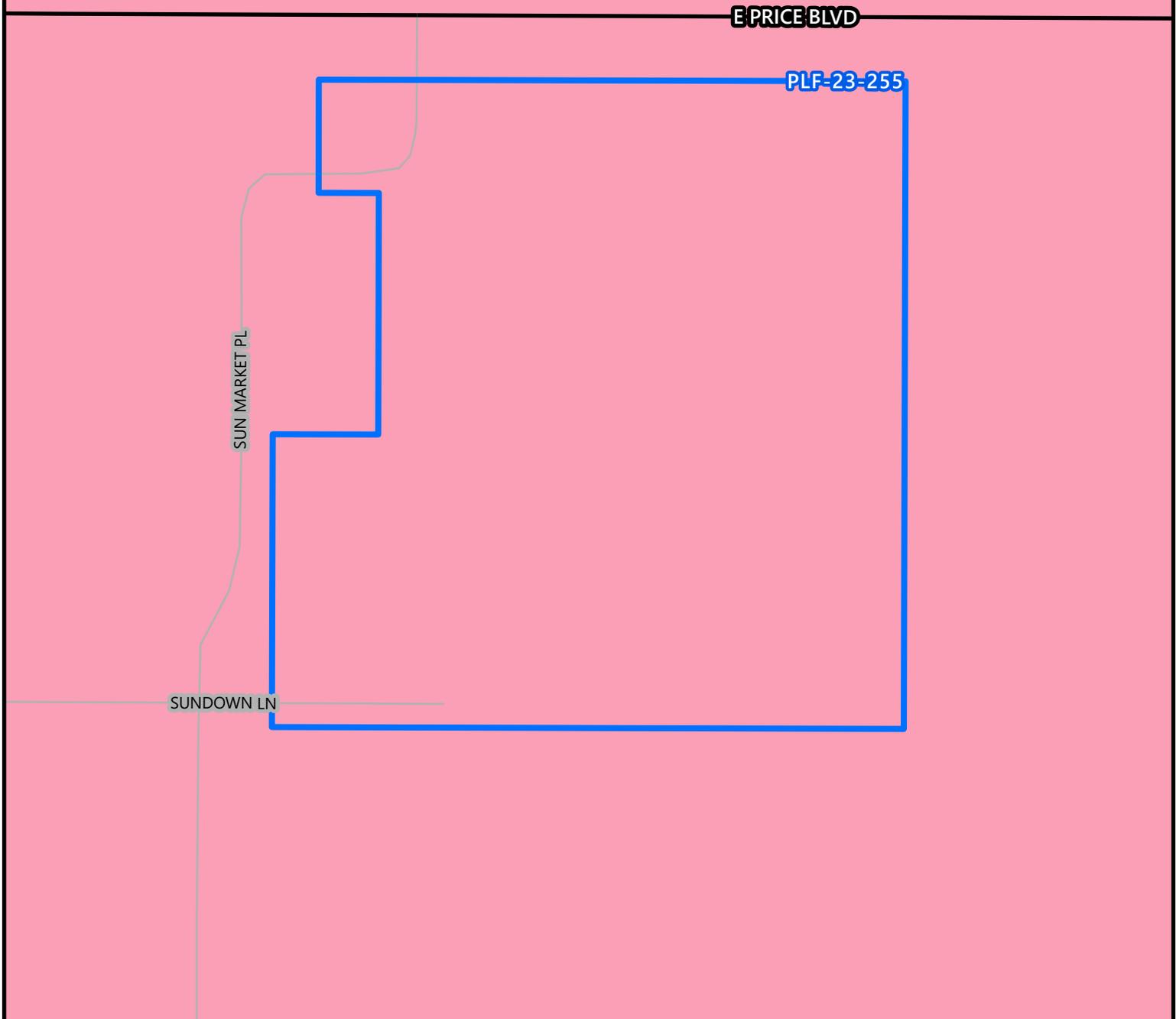
Prepared on 3/5/2024
by Planning & Zoning
Development Services

 Petition Boundary

 (PCD) Planned Community Development

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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-23-255, TSS North Port

ACTIVITY CENTER

Exhibit A for PLF-23-255

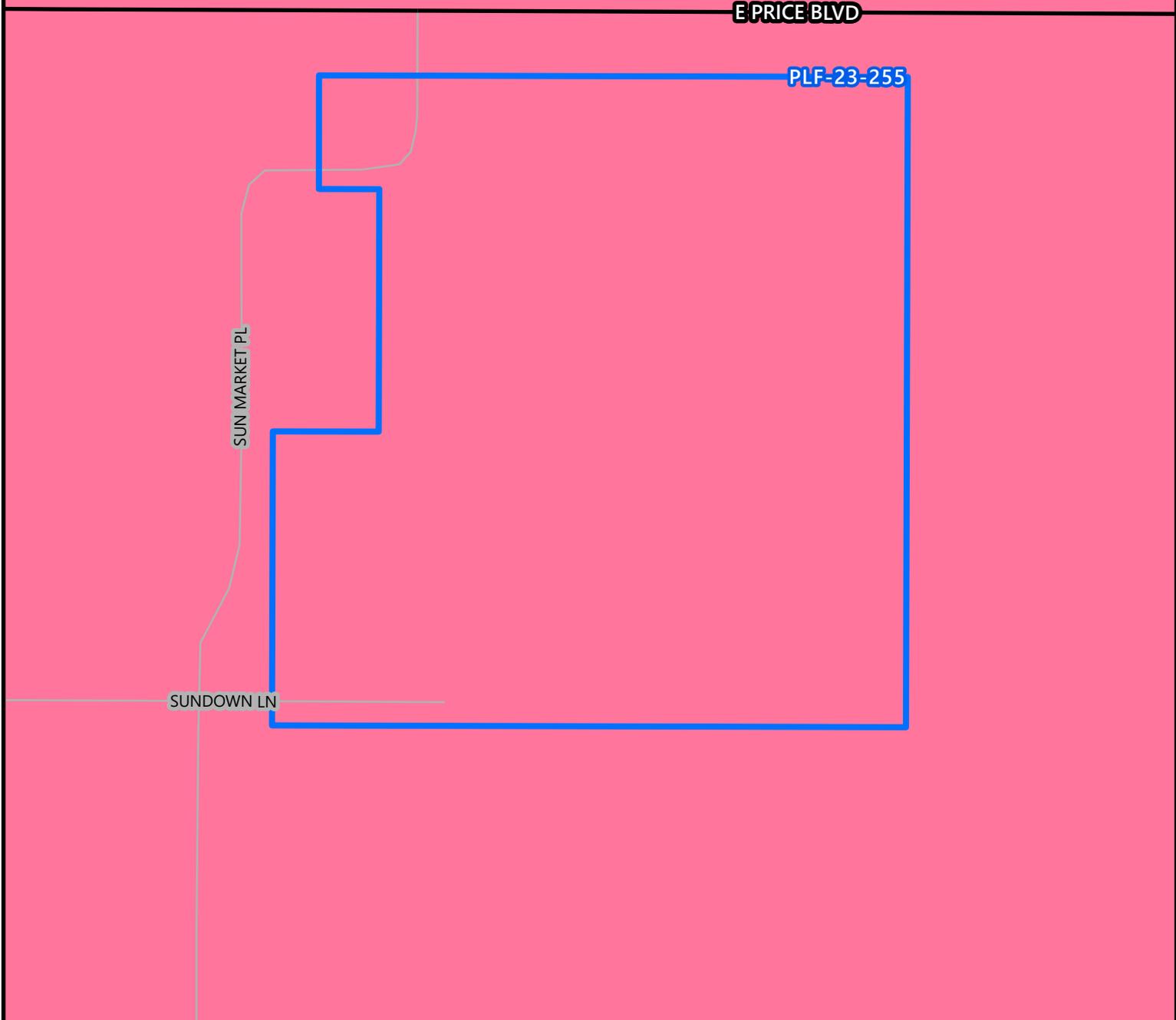


Prepared on 3/5/2024
by Planning & Zoning
Development Services

- Petition Boundary
- ACTIVITY CENTER (TDR RECEIVING ZONE - EXCEPT AC-3)

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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.



AFFIDAVIT

I (the undersigned), Daniel Hotte 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.*

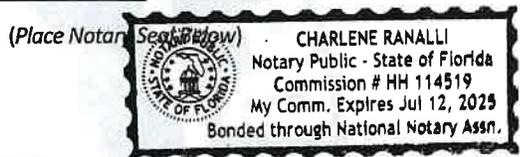
Sworn and subscribed before me this 10th day of March, 2023

[Signature] Daniel Hotte, Manager
Signature of Applicant or Authorized Agent Print Name and Title

STATE OF Florida COUNTY OF Broward

The foregoing instrument was acknowledged by me this 10th day of March, 2023, by Daniel Hotte who is personally known to me or has produced _____ as identification.

[Signature]
Signature - Notary Public



**AFFIDAVIT
AUTHORIZATION FOR AGENT/APPLICANT**

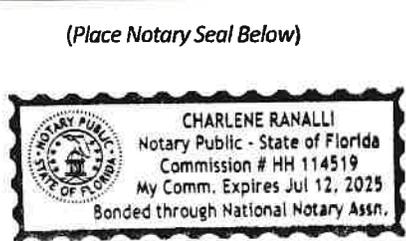
I, Daniel Hotte, property owner, hereby authorize SIG North Port LLC to act as Agent on our behalf to apply for this application on the property described as (legal description) See survey

[Signature] Date 3/10/23
Owner Date

STATE OF Florida COUNTY OF Broward

The foregoing instrument was acknowledged by me this 10th day of March, 2023, by Daniel Hotte who is personally known to me or has produced _____ as identification.

[Signature]
Signature - Notary Public



12/15/2022 3:58 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2955145

This Instrument Was Prepared By:

Theodore J. Klein, Esq.
8030 Peters Road, D-104
Plantation, Florida 33324
Tel.: (954)370-2533

Doc Stamp-Deed: \$12,250.00

Record and Return To:

Tax Account: 0984070040 (As to Lot 4)

Tax Account: 0984070070 (As to Lot 7)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is effective as of this 15th day of December, 2022, by Toledo Price Plaza LLC, a Florida limited liability company (the "Grantor") whose mailing address is 16690 Collins Avenue, Suite 1004, Sunny Isles Beach, Florida 33160 to North Port Outparcels LLC, a Florida limited liability company (the "Grantee") whose mailing address is 2901 W. Busch Blvd., Suite 901, Tampa, Florida 33618.

WITNESSETH, That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, and Grantees' successors and assigns forever, the realty lying and being in the County of Sarasota, State of Florida (the "Realty"), more particularly described as:

LOTS 4 AND 7, SUNCOAST PLAZA II, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 49, PAGE 5, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA

Together with all and singular tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all the estate right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or in equity, to the use, benefit and behalf of the Grantee forever.

And together with Seller's right, title and interest, as it pertains to the Realty and without warranty of title, as to the following non-exclusive easement rights:

Non-exclusive access easement(s) over and across Citizens Parkway (a private road), of CITIZENS PARKWAY SE, recorded in Plat Book 47, Page 2, of the public records of Sarasota County, Florida;

Non-exclusive easement(s) created by Article VII-Section 2(c) of that Declaration of Covenants, Conditions and Restrictions for North Port Activity Center Five Association, Inc., recorded July 24, 2007, as Clerk's Instrument No. 2007116720, of the public records of Sarasota County, as may be amended and modified, over and across the lands described therein and for the purposes expressed therein;

Non-exclusive easement(s) created by Article 8.2 of that Master Declaration of Covenants, Conditions and Restrictions for Suncoast Plaza Property Owner's Association, recorded on October 28, 2014, as Clerk's Instrument No. 2014128961, of the public records of Sarasota County, Florida, as may be amended and modified, over and across the lands described therein and for the purposes expressed therein; and

Non-exclusive easement(s) created by that Cross Easement Agreement between Suncoast Plaza, LLC, a Nevada limited liability company, and Dennis J. Fullenkamp, as Trustee, recorded July 9, 2002, as Clerk's Instrument No. 2002111234; and as amended by that First Amendment recorded January 5, 2004, as Clerk's Instrument No. 2004001748; and by Modification recorded October 16, 2014, as Clerk's Instrument No. 2014123800, and as further modified by that Second Modification of Cross Easement Agreement recorded November 8, 2018, as Clerk's Instrument No. 2018147408, all of the public records of Sarasota County, Florida, and as may be further amended and modified, over and across the lands described therein and for the purposes expressed therein.

SUBJECT, HOWEVER, to the following encumbrances and restrictions:

1. real property taxes and assessments for calendar year 2023 and subsequent years, not now due and payable;
2. zoning and other governmental regulations affecting the Realty; and
3. restrictions, reservations, covenants, conditions, limitations, easements and rights-of-way of record.
4. Matters shown on an accurate survey of the Realty.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns in fee simple forever.

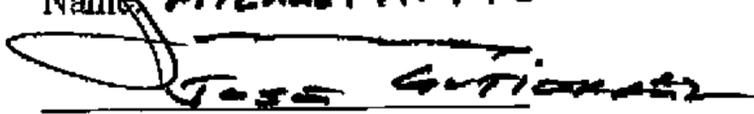
Grantor covenants with Grantee that Grantor is lawfully seized of the Realty in fee simple; that Grantor has good right and lawful authority to convey and sell the Realty; and that Grantor specially warrants to the Grantee the title to the Realty and will defend the same against the lawful claims of all persons whomsoever claiming directly through or under the Grantor, but against none other.

EXECUTED to be effective as of the date set forth above.

GRANTOR:

Signed, Sealed, and Delivered
In the Presence Of:

Toledo Price Plaza LLC,
a Florida limited liability company
16690 Collins Avenue, Suite 1004
Sunny Isles Beach, Florida 33160

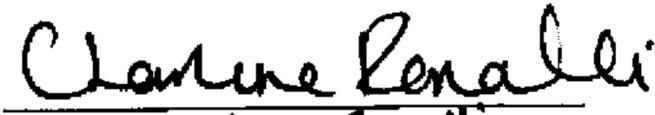

Name: Michael Hotte

Name: _____

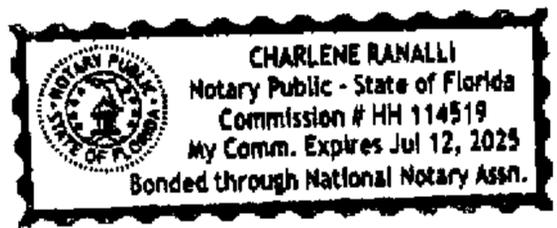
By: 
Name: Daniel Hotte
Title: Manager

STATE OF FLORIDA
COUNTY OF BROWARD
_____ /

The foregoing Special Warranty Deed was acknowledged before me by means of (X) physical presence or () on line notarization on this 2nd day of December, 2022, by Daniel Hotte as Manager of Toledo Price Plaza LLC, a Florida limited liability company. He is personally known to me or has produced a Florida driver's license as identification.

(Affix Notary Seal)


Name: Charlene Ranalli
Commission Number: HH114519



12/15/2022 3:58 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2955145

This Instrument was Prepared by:

Ted Klein
8030 Peters Road, Suite D-104
Plantation, Florida 33324
Tel.: (954)370-2533

Record and Return to After Recording:

LIMITED LIABILITY COMPANY AFFIDAVIT

State of Florida
County of Broward

Before, me, the undersigned authority, personally appeared Daniel Hotte ("Affiant") who being by me first duly sworn, on oath deposes and says that:

1. Affiant is a Manager of Toledo Price Plaza LLC, a Florida limited liability company (the "LLC").
2. The LLC is currently in existence under a valid certificate of formation and regulations (an Amended and Restated Limited Liability Company Agreement) and has not been terminated or dissolved.
3. The LLC is the owner of the property described as: LOTS 4 AND 7, SUNCOAST PLAZA II, PLAT BOOK 49, PAGE 5, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (the "Property") together with Seller's right, title and interest, as it pertains to the Property and without warranty of title, as to the following non-exclusive easement rights: Non-exclusive access easement(s) over and across Citizens Parkway (a private road), of CITIZENS PARKWAY SE, recorded in Plat Book 47, Page 2, of the public records of Sarasota County, Florida; Non-exclusive easement(s) created by Article VII-Section 2(c) of that Declaration of Covenants, Conditions and Restrictions for North Port Activity Center Five Association, Inc., recorded July 24, 2007, as Clerk's Instrument No. 2007116720, of the public records of Sarasota County, as may be amended and modified, over and across the lands described therein and for the purposes expressed therein; Non-exclusive easement(s) created by Article 8.2 of that Master Declaration of Covenants, Conditions and Restrictions for Suncoast Plaza Property Owner's Association, recorded on October 28, 2014, as Clerk's Instrument No. 2014128961, of the public records of Sarasota County, Florida, as may be amended and modified, over and across the lands described therein and for the purposes expressed therein; and Non-exclusive easement(s) created by that Cross Easement Agreement between Suncoast Plaza, LLC, a Nevada limited liability company, and Dennis J. Fullenkamp, as Trustee, recorded July 9, 2002, as Clerk's Instrument No. 2002111234; and as amended by that First Amendment recorded January 5, 2004, as Clerk's Instrument No. 2004001748; and by Modification recorded October 16, 2014, as Clerk's Instrument No. 2014123800, and as further modified by that Second Modification of Cross Easement Agreement recorded November 8, 2018, as Clerk's Instrument

No. 2018147408, all of the public records of Sarasota County, Florida, and as may be further amended and modified, over and across the lands described therein and for the purposes expressed therein.

4. Neither the LLC nor any of its members nor the Affiant is a party to bankruptcy or insolvency proceedings.

5. The LLC is manager managed. Pursuant to an authorizing resolution made by each of the managers of the LLC, any one of Daniel Hotte, Jacobo Azout, Sylvain Argy, Samuel Papu or Aby Galsky as a Manager of the LLC, is authorized to execute instruments conveying the Property.

6. Under penalties of perjury, Affiant declares that Affiant has read the foregoing document and that the facts stated in it are true.

[remainder of page intentionally left blank]

[signature page to Limited Liability Company Affidavit]

Dated as of December 15 2022.



Name: Daniel Hotte

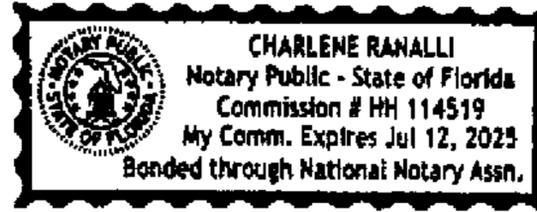
Sworn to and subscribed before me by means of (X) physical presence or () on line notarization on this 12th day of December, 2022, by Daniel Hotte who (X) was personally known to me or () produced _____ as identification.



Notary Public

My commission expires 7/12/2025

W:\WP\Toledo Price\Lot 4 and 7 closing delivery LLC Affidavit.wpd



ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:

**Fidelity National Title**
Insurance Company

Commitment Number:

**FL252206050JC/222223A
TL****NOTICE**

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Jeff Yearwood
Authorized Officer or Agent

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY**COMMITMENT NO.
FL252206050JC/222223ATL****Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (TITLE ONLY):
First Title, LLC, a Fidelity National Financial, Inc. company 3301 Windy Ridge Parkway, Suite 300 Atlanta, GA 30339 Main Phone: 888-497-9904	FNTG Atlanta NCS 3301 Windy Ridge Parkway, Suite 300 Atlanta, GA 30339 Phone: (770)850-9600 Email: Crystal.Francis@fntg.com

Order Number: FL252206050JC**Property Address:** 1150 Sun Market PI, North Port, FL 34288**SCHEDULE A**

1. Commitment Date: July 11, 2023 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006 (with Florida Modifications)
 Proposed Insured: SIG North Port LLC, a Georgia limited liability company
 Proposed Policy Amount: \$1,500,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 Toledo Price Plaza LLC, a Florida limited liability company by virtue of Special Warranty Deed recorded April 3, 2012 in Official Records [Instrument 2012041227](#), Quit Claim Deeds recorded in Official Records [Instrument 2014063556](#) and Official Records [Instrument 2014063557](#), all of the Public Records of Sarasota County, Florida.
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"
Legal Description

Tract "B", Suncoast Plaza III, according to the plat thereof as recorded in Plat [Book 52, Page 120](#), of the Public Records of Sarasota County, Florida.

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AMERICAN
LAND TITLE
ASSOCIATION



**SCHEDULE B-I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed executed by Toledo Price Plaza LLC, a Florida limited liability company, conveying subject property to SIG North Port LLC, a Georgia limited liability company.
5. The Company will require the following as to Toledo Price Plaza LLC, a Florida limited liability company ("LLC"):
 - i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
 - ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
 - iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: a) the name and State of organization of the LLC; b) whether the LLC is member-managed or manager-managed; c) the identity of the member or manager and the person authorized to execute the deed; and d) neither the LLC nor any member signing the deed has filed bankruptcy since the LLC acquired title.
 - iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.
6. The Company will require the following as to SIG North Port LLC, a Georgia limited liability company ("LLC"):
 - i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
7. Proof of payment of all fees, dues and/or assessments due to North Port Activity Center Five Association, Inc., a Florida not for profit corporation.

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**SCHEDULE B-I
REQUIREMENTS**

(continued)

8. Proof of payment of all fees, dues and/or assessments due to Suncoast Plaza Property Owner's Association, Inc., a Florida not for profit corporation.
9. Please be advised that the Title Search did not disclose any open mortgages of record. The Closing Agent should verify with the record owner of the land, confirming that the subject property is free and clear of any mortgage lien.
10. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
11. Submit proof that any outstanding municipal and/or county Special Assessments or Liens which are due, have been paid.
12. Submit proof of payment of county and/or municipal service charges for water, sewer, natural gas and waste, if any.
13. Satisfactory Indemnity & Undertaking for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment must be provided. Note: Due to office closures related to COVID-19 we may be temporarily unable to record documents in the normal course of business.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: The Company requires a title update between the effective date of this report and three (3) business days prior to closing to verify that no adverse matters or defects appear in the gap between this effective date and date of closing.

NOTE: The Company reserves the right to add additional exceptions or make further requirements prior to closing.

END OF SCHEDULE B-I

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**SCHEDULE B-II
EXCEPTIONS**

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
3. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law, and not shown by the public records.
4. INTENTIONALLY DELETED
5. Rights or claims of parties in possession not shown by the public records.
6. Unpaid charges for public utilities furnished by any county, municipality, or public service corporation, which may be or may become a lien upon the land insured hereby under any provision of the Florida Statutes, including Section 159.17, and/or any county, municipal, or special taxing district assessment, including those levied under the provisions of Chapter 190, Florida Statutes.
7. Any right, interest or claim that may exist, arise or be asserted under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
8. INTENTIONALLY DELETED
9. INTENTIONALLY DELETED
10. Dedications, notes, easements and other relevant matters as contained on the plat of Suncoast Plaza III, according to the plat thereof, as recorded in Plat [Book 52, Page 120](#), of the Public Records of Sarasota County, Florida.

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**SCHEDULE B-II
EXCEPTIONS**
(continued)

11. Terms, conditions, restrictions, covenants, easements and assessments, if any, but omitting any covenants or restrictions, if any, based upon race, color religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in the Declaration of Covenants, Conditions and Restrictions for North Port Activity Center Five Association, Inc., recorded July 24, 2007 in Official Records [Instrument 2007116720](#), as affected by that certain Declaration of Neighborhoods North Port Activity Center Five Association, Inc., recorded March 10, 2014 in Official Records [Instrument 2014026981](#), as affected by that certain Certificate of Amendment recorded April 2, 2014 in Official Records [Instrument 2014037065](#) and as affected by that certain Certificate of Amendment recorded April 24, 2014 in Official Records [Instrument 2014047545](#), all of the Public Records of Sarasota County, Florida.
12. Cross Easement Agreement by and between Suncoast Plaza, LLC, a Nevada limited liability company, and Dennis J. Fullenkamp, as trustee, recorded July 9, 2002 in Official Records [Instrument 2002111234](#); as affected by that certain First Amendment to Cross Easement Agreement recorded January 5, 2004 in Official Records [Instrument 2004001748](#), as affected by that certain Modification of Cross Easement Agreement recorded October 16, 2014 in Official Records [Instrument 2014123800](#), as affected by that certain Second Modification of Cross Easement Agreement recorded November 8, 2018 in Official Records [Instrument 2018147408](#), all of the Public Records of Sarasota County, Florida.
13. Mitigation Agreement by and between Suncoast Plaza, LLC, a Nevada limited liability company, and Dennis J. Fullenkamp, as trustee, recorded July 9, 2002 in Official Records [Instrument 2002111235](#); as amended by First Amendment to Mitigation Agreement recorded January 5, 2004 in Official Records [Instrument 2004001749](#), Partial Release from Mitigation Agreement recorded September 2, 2009 in Official Records [Instrument 2009109175](#), all of the Public Records of Sarasota County, Florida.
14. Restrictive Covenant executed by Suncoast Plaza, LLC, and North Port Retail Center, LLC, both Nevada limited liability companies, recorded December 8, 2005 in Official Records [Instrument 2005270767](#), of the Public Records of Sarasota County, Florida.
15. Water and Wastewater System Standard Developer's Agreement by and between North Port Activity Center Five Association, Inc., and the City of North Port, an incorporated municipality within the State of Florida, recorded April 20, 2007 in Official Records [Instrument 2007064873](#), of the Public Records of Sarasota County, Florida.

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**SCHEDULE B-II
EXCEPTIONS**
(continued)

16. Terms, conditions, restrictions, covenants, easements and assessments, if any, but omitting any covenants or restrictions, if any, based upon race, color religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in the Master Declaration of Covenants, Conditions and Restrictions for Suncoast Plaza Property Owner's Association recorded October 28, 2014 in Official Records [Instrument 2014128961](#), as affected by that certain Amendment of Master Declaration of Covenants, Conditions and Restrictions for Suncoast Plaza Property Owner's Association recorded November 8, 2018 in Official Records [Instrument 2018147409](#), as affected by that certain Second Amendment of Master Declaration of Covenants, Conditions and Restrictions for Suncoast Plaza Property Owner's Association recorded February 7, 2019 in Official Records [Instrument 2019015563](#), Third Amendment of Master Declaration of Covenants, Conditions and Restrictions for Suncoast Plaza Property Owner's Association recorded May 18, 2022 in Official Records [Instrument 2022085388](#), all of the Public Records of Sarasota County, Florida.
17. Easement granted to Florida Power & Light Company recorded April 8, 2016 in Official Records [Instrument 2016042428](#), of the Public Records of Sarasota County, Florida.
18. Water and Wastewater System Standard Developer's Agreement by and between Toledo Price Plaza LLC, a Florida limited liability company and the City of North Port, an incorporated municipality located within the State of Florida, recorded October 5, 2017 in Official Records [Instrument 2017123750](#), as affected by that certain First Amendment to Water and Wastewater System Developer's Agreement recorded in Official Records [Instrument 2021186599](#), both of the Public Records of Sarasota County, Florida.
19. INTENTIONALLY DELETED (does not affect)
20. Restrictive Covenant Agreement by and between Toledo Price Plaza LLC, a Florida limited liability company and Aldi (Florida) L.L.C., a Florida limited liability company recorded May 18, 2022 in Official Records [Instrument 2022085391](#), of the Public Records of Sarasota County, Florida.
21. Matters as shown on the survey by KCI Technologies, dated August 31, 2022, last revised July 7, 2023, under Job No. 512200657.03, as follows:
- a) Sidewalk encroaches into the subject property along the northwest corner
 - b) Curbing encroaches into the subject property along the south and north boundary
 - c) Sewer line running through property from the northwest towards the southeast without an apparent easement
 - d) Private roads Sun Market Place and Sundown Lane runs into the subject property along the northwestern and southern boundaries

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**SCHEDULE B-II
EXCEPTIONS**
(continued)

Note: The following is given for informational purposes only without assurance or guarantee:

The 2022 real estate taxes were assessed under Account Number [0984070100](#) in the Gross Amount of \$15,550.38 and were paid in full November 9, 2022 in the amount of \$14,928.36.

END OF SCHEDULE B-II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY**COMMITMENT NO.
FL252206050JC/222223ATL**

(continued)

- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

END OF CONDITIONS

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**CITY OF NORTH PORT
PLAT REVIEW COMMENTS**

Discipline: Surveying
Reviewed by: Steven M. Watts, PSM
Review Date: 02/19/2024
Phone: (954)266-6482
Email: swatts@cgasolutions.com

Plat Name: **PLF-23-255 SIG NORTH PORT LLC (TSS North Port)**
CGA Project Number: 23-7758

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

No comments
 Comments as follows or attached

Plat Review Comments:

Approved

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