



# STAFF REPORT

## Resolution 2020-R-39

### Donlan Residence, Vacation of platted rear utility and drainage easements (VAC-20-133)

**From:** Rhea Lopes, Planner  
 Sherry Willette-Grondin, Zoning Coordinator

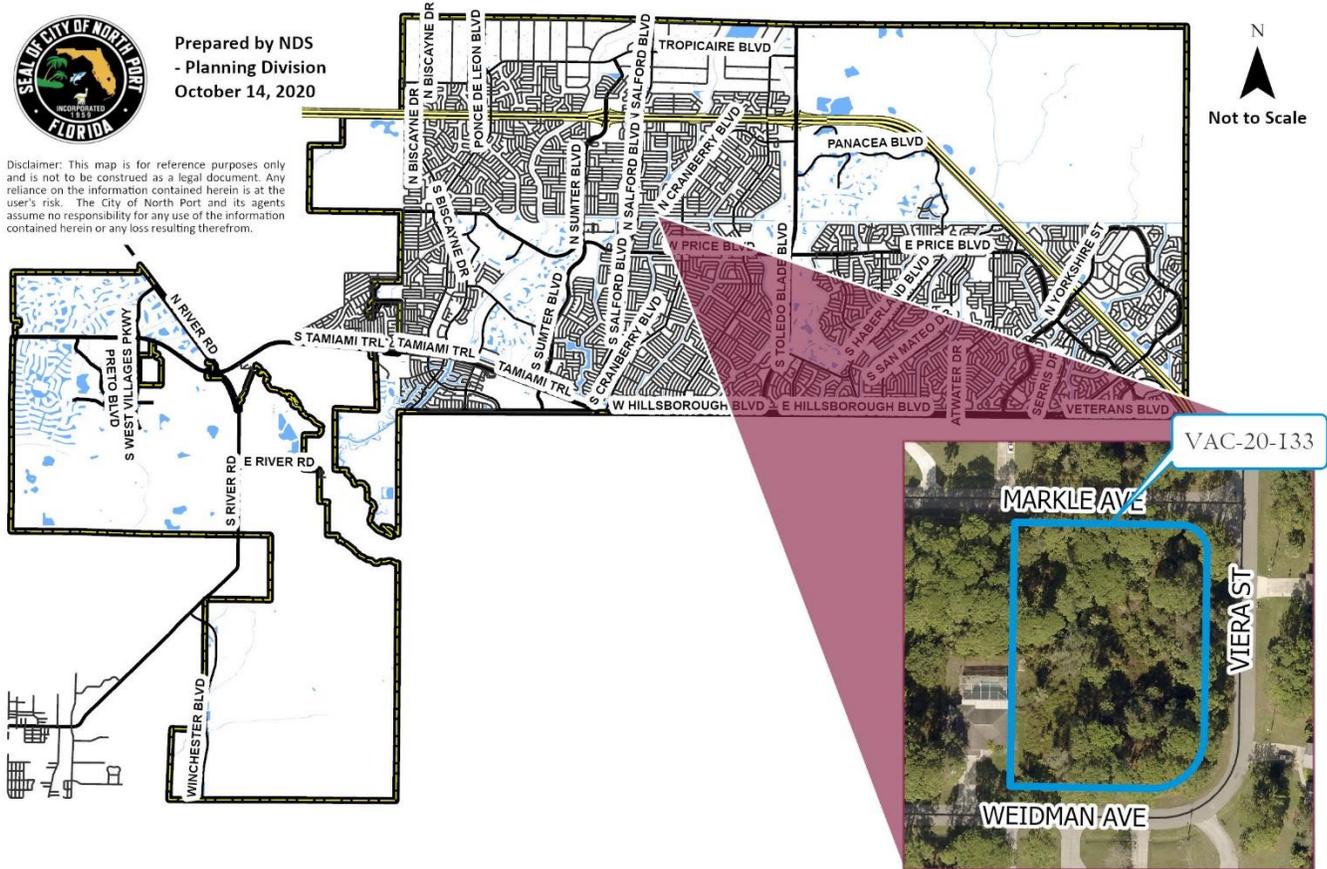
**Thru:** Nicole Galehouse, AICP, Planning Manager

**Date:** November 19, 2020



Prepared by NDS  
 - Planning Division  
 October 14, 2020

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.



- PROJECT:** Ashlee and John Donlan petition to vacate platted easements (Viera Street).
- REQUEST:** To vacate the platted rear (10) ten-foot utility and drainage easements to construct a single-family residence.
- APPLICANT:** John Guin on behalf of property owners John M. Donlan and Ashlee S. Donlan (**Exhibit A**-Warranty Deed and Affidavit).
- OWNER:** John M. Donlan and Ashlee S. Donlan
- LOCATION:** Viera Street, PID #0966-05-1301
- PROPERTY SIZE:** +/- 1.02-acres
- ZONING:** Residential Single-Family District (RSF-2)

## I. BACKGROUND

On July 21, 2020, the Planning Division received an application petitioning the City of North Port to grant a vacation of the platted rear 10-foot utility and drainage easements located on lots 1, 2, 37 & 38, Block 513, Eleventh Addition to Port Charlotte Subdivision. The purpose of the vacation request is to construct a single-family residence across portions of the rear easements. If the request is granted, approximately 3,498-square feet of easements will be vacated. The subject property is zoned Residential Single-Family (RSF-2) with a Future Land use designation of Low Density Residential.



## II. PROJECT SUMMARY

The property owners, John M. Donlan and Ashlee S. Donlan, are requesting a vacation of the platted rear 10-foot utility and drainage easements to construct a single-family residence in the center of four combined lots to be used as one building site.

The proposed placement of the home will encroach substantially into portions of the rear 10-foot utility and drainage easements on lots 1, 2, 37 and 38, making it necessary to vacate these easements. The property is currently vacant and there are no active building permits for the site.

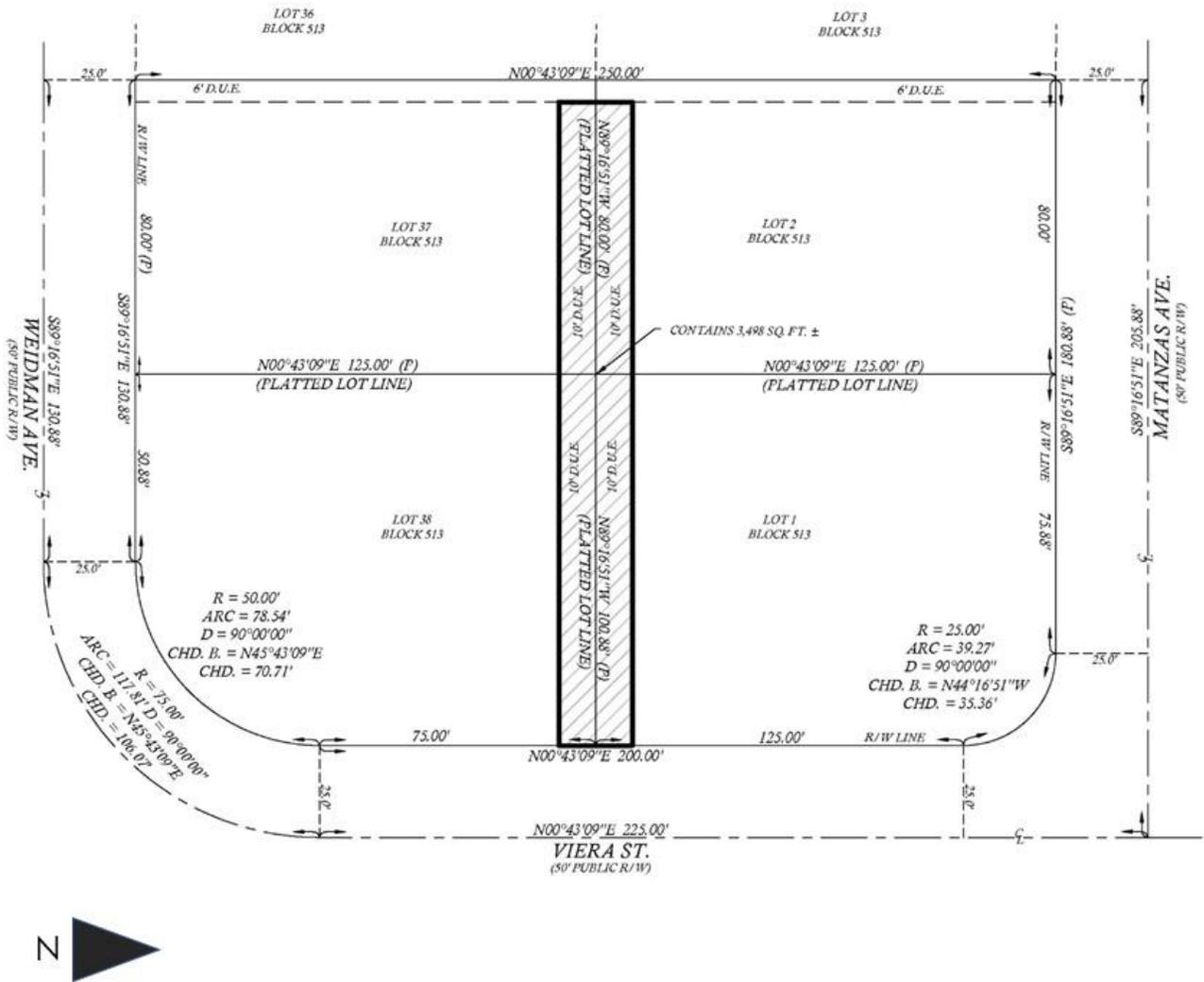


Figure 1-Sketch and description of easements to be vacated

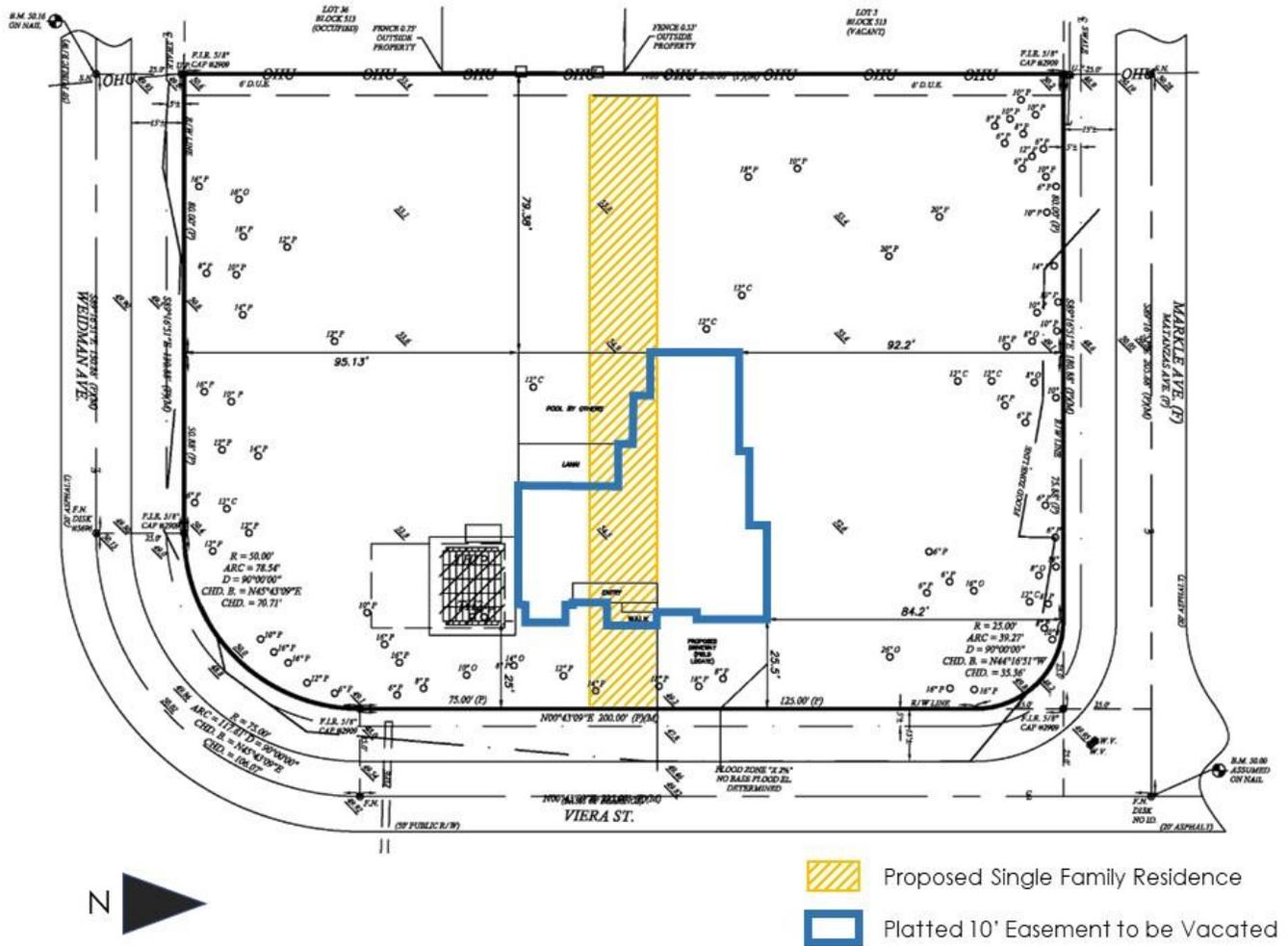


Figure 2- Site plan illustrating house placement across the easements

### III. REVIEW PROCESS

#### STAFF REVIEW

The following agencies have reviewed the request to vacate the platted rear 10-foot utility and drainage easements and through written response have granted their approval. There were no issues or concerns raised regarding the request (**Exhibit B**).

Utility Agency	Response
Comcast/Truenet Communications	Is granted
North Port Public Works	Is granted
North Port Utilities	Is granted

<b>City of North Port Fire/Rescue</b>	Is granted
<b>Florida Power and Light</b>	Is granted
<b>Frontier</b>	Is granted
<b>Amerigas</b>	Is granted

Based on the responses received, the request to vacate the rear 10-foot utility and drainage easements meets the following:

1. It is a vacation of a public easement.
2. The easement is not needed to provide City service to any property.
3. No public utilities or City facilities are located or planned to be located in the area.
4. The easement is not necessary to any logical extension of public utility service, sanitary sewer service, drainage or other City services to any property in the future or an alternate and equally acceptable easement of such extension has been dedicated to the City.

**CITY  
ATTORNEY  
REVIEW**

**The City Attorney has reviewed the accompanying Resolution 2020-R-39 as to form and correctness.**

**IV. DATA & ANALYSIS**

**FLORIDA  
STATUTES  
CHAPTER  
177**

**FLORIDA STATUTES CHAPTER 177**

Chapter 177 of the Florida Statutes provides requirements that regulate and control the platting of lands. Furthermore, Chapter 177.101 of the Florida Statutes lists the actions needed in making an application for vacation of plats either in whole or in part. The individual requesting a vacation of plat must give notice of their intention to apply to the governing body to vacate the plat by publishing a legal notice in a newspaper of general circulation in the county in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and must attach to the petition for vacation the proof of said publication, together with proof that taxes

have been paid.

Findings & Conclusion: The warranty deed provided to the City as a part of the application establishes that the applicant owns the fee simple title of the subject property. Based on staff review (detailed as a part of Section III of this document) as well as due-diligence correspondence with Utility agencies, it is also determined that the vacation of easements does not affect the ownership or right of convenient access of persons owning any other parts of the subdivision. The property owners filed a notice of intent to apply to the City of North Port to vacate the plat by publishing a legal notice in the North Port Sun newspaper for two weekly issues on July 31, 2020 and August 7, 2020 (**Exhibit C**) and in addition, provided to the City of North Port Planning Division an application to request a vacation of platted easements, proof of said publication, together with proof that taxes have been paid (**Exhibit D**).

**Staff concludes that Petition VAC-20-133 is consistent with the Florida Statutes.**

**ULDC  
CHAPTER 53**

**CHAPTER 53 ZONING REGULATIONS**

The Unified Land Development Code (ULDC) contains regulations that govern the development and use of land within the incorporated area of the City of North Port, Florida. Chapter 53 of the ULDC, Part 4. Administrative Provisions, Article XXIII. Administration and Enforcement, Sec. 53-267D. allows for a vacation of platted easements provided that platted easements shall be vacated in accordance with Florida Statutes Chapter 177.

Findings & Conclusion: Staff reviewed the Petition VAC-20-133 relative to ULDC Chapter 53 ZONING REGULATIONS. Pursuant to the provisions in Florida Statutes Chapter 177.101, the property owners did file a notice of intent to apply to the City of North Port to vacate the plat by publishing a legal notice in the North Port Sun newspaper for two weekly issues on July 31, 2020 and August 7, 2020 and in addition provided to the City of North Port Planning Division an application to request a partial vacation of platted easements, proof of said publication, together with proof that taxes have been paid.

**Staff concludes that the proposed Petition VAC-20-133 is consistent with Chapter 53 of the ULDC.**

## V. PUBLIC HEARING SCHEDULE

<b>Planning &amp; Zoning Advisory Board Public Hearing</b>	November 19, 2020 9:00 a.m. or thereafter
<b>City Commission Public Hearing</b>	December 8, 2020 10:00 a.m. or thereafter

## VI. RECOMMENDED ACTION

Approve Resolution 2020-R-39, Petition VAC-20-133.

## VII. ALTERNATIVE ACTIONS

- City Commission may deny Petition VAC-20-133. If that were the case, new findings would need to be written to support that recommendation. In addition, the property owners would be required to relocate the home on the site where it would not encroach into the easements.

## VIII. EXHIBITS

A.	Warranty Deed and Affidavit
B.	Notification to Utility agencies and responses
C.	Notice of Intent
D.	Proof that all applicable taxes have been paid

After Recording Return to:  
Carolyn McManus-Bagiardi  
Stewart Title Company  
18501 Murdock Circle, Suite 101  
Port Charlotte, FL 33948

This Instrument Prepared by:  
Carolyn McManus-Bagiardi  
Stewart Title Company  
18501 Murdock Circle, Suite 101  
Port Charlotte, FL 33948  
as a necessary incident to the fulfillment of conditions  
contained in a title insurance commitment issued by it.

This document has been e-Recorded by:  
**Stewart Title Company**  
in the Public Records of Sarasota County, Florida  
Date: 6/30/2017 Time: 12:46  
as Instrument #: 2017082343  
in OR Book:            Page:           

Property Appraisers Parcel I.D. (Folio) Number(s):  
0966051301  
File No.: 130786

**WARRANTY DEED**

This Warranty Deed, Made the 27 day of June, 2017, by Lanphier Campion and Donna Campion, whose post office address is: PO Box 3213, Sarasota, FL 34230; hereinafter called the "Grantor", to John M. Donlan and Ashlee S. Donlan, husband and wife, whose post office address is: 1625 New London Street, North Port, FL 34288, hereinafter called the "Grantee".

**WITNESSETH:** That said Grantor, for and in consideration of the sum of **Fifty Thousand Dollars and No Cents (\$50,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in **Sarasota** County, Florida, to wit:

Lots 1, 2, 37 and 38, Block 513, Eleventh Addition to Port Charlotte Subdivision, according to the plat thereof, recorded in Plat Book 13, Pages 2, 2A thru 2I, of the Public Records of Sarasota County, Florida.

The property is not the homestead of the Grantor(s) under the laws and constitution of the state of Florida in that neither Grantor(s) or any member of the household of Grantor(s) reside thereon.

**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 said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 206, reservations, restrictions and easements of record, if any.

*(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)*

**IN WITNESS WHEREOF**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES  
**TWO SEPARATE DISINTERESTED WITNESSES REQUIRED**

Witness #1 Signature: [Signature]  
Printed Name: Sheryl [unclear] Lanphier Campion

Witness #2 Signature: [Signature]  
Printed Name: Donna Campion Donna Campion

State of Florida  
County of Manatee

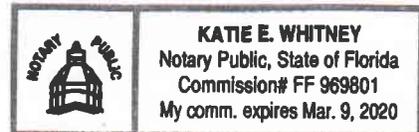
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2017 by Lanphier Campion and Donna Campion, who has produced driver license(s) as identification.

[Signature]  
Notary Public Signature

My Commission Expires: March 9, 2020

Printed Name: Katie E. Whitney

(SEAL)



# stewart title

## ALTA OWNER'S POLICY WITH FLORIDA MODIFICATIONS (06-17-06) ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

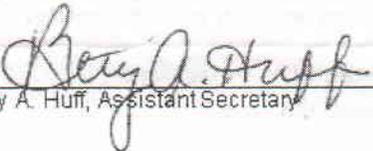
### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

IN WITNESS WHEREOF, STEWART TITLE GUARANTY COMPANY, has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

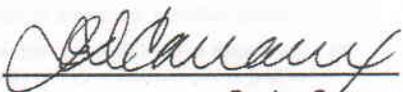
Countersigned by:

  
 Betty A. Huff, Assistant Secretary



  
 Matt Morris  
 President and CEO

Stewart Title Company  
 18501 Murdock Circle, Suite 101  
 Port Charlotte, FL 33948

  
 Denise Carraux  
 Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit [www.stewart.com](http://www.stewart.com). To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.



## Exhibit A

### COVERED RISKS (Continued)

3. Unmarketable Title.
4. No right of Access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

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File No. 130786

ALTA Owner's Policy with Florida Modifications 06-17-06

Policy Serial No.: O-2381-338353

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AMERICAN  
LAND TITLE  
ASSOCIATION



## Exhibit A

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

### CONDITIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

#### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

#### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

#### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

#### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

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File No. 130786

ALTA Owner's Policy with Florida Modifications 06-17-06

Policy Serial No.: O-2381-338353

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LAND TITLE  
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## Exhibit A

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPÉRATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (a) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (b) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

### 11. LIABILITY NONCUMULATIVE

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File No. 130786

ALTA Owner's Policy with Florida Modifications 06-17-06

Policy Serial No.: O-2381-338353

Page 4 of 8

AMERICAN  
LAND TITLE  
ASSOCIATION



## Exhibit A

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



**ALTA OWNERS POLICY WITH FLORIDA MODIFICATIONS  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Name and Address of Title Insurance Company:** Stewart Title Guaranty Company  
P.O. Box 2029, Houston, TX 77252

**File No.:** 130786

**Policy No.:** O-2381-338353

**Amount of Insurance:** \$50,000.00

**Address Reference:** xxx Markle Avenue, North Port, FL 34286

**Premium:** \$287.50

**Date of Policy:** June 30, 2017 8:00AM

**1. Name of Insured:**

John M. Donlan and Ashlee S. Donlan

**2. The estate or interest in the Land that is insured by this policy is:**

FEE SIMPLE

**3. Title is vested in:**

John M. Donlan and Ashlee S. Donlan, husband and wife

**4. The Land referred to in this policy is described as follows:**

See Exhibit "A" Attached Hereto

For Company Reference Purposes Only

According to insured representation or vesting instrument(s), the street address of the property is:

Street Name: xxx Markle Avenue

City/State/Zip: North Port, FL 34286

County: Sarasota

Pin/Tax#: 0966051301

The Company does not represent or insure the above address is accurate.

Countersigned by:



Betty A. Huff, Assistant Secretary



## Exhibit A

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



**ALTA OWNERS POLICY WITH FLORIDA MODIFICATIONS  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 130786

Policy No: O-2381-338353

Lots 1, 2, 37 and 38, Block 513, Eleventh Addition to Port Charlotte Subdivision, according to the plat thereof, recorded in Plat Book 13, Pages 2, 2A thru 2I, of the Public Records of Sarasota County, Florida.



**ALTA OWNERS POLICY WITH FLORIDA MODIFICATIONS  
SCHEDULE B**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 130786

Policy No: O-2381-338353

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
6. Taxes for the year 2017 and subsequent years, which are not yet due and payable.
7. Any lien arising under Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water system, sewer system or gas system servicing the lands described herein.
8. All matters shown on the plat of record in Plat Book 13, Pages 2, 2A through 2I, of the Public Records of Sarasota County, Florida.
9. Covenants, conditions, easements and restrictions recorded in Official Records Book 265, Page 249, of the Public Records of Sarasota County, Florida, together with all amendments thereto, which may provide for association dues, fees and/or assessments, prior approval of sale, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal and any special assessments which may come due but omitting any such covenant based on race, color, religion, sex, familial status, national origin, handicap, sexual orientation, marital status, ancestry, source of income, disability, medical condition, or other unlawful basis.
10. Assignment of Plat and Easements recorded in Official Records Book 2460, Page 1191, Assigned in Official Records Book 2941, Page 831 and Official Records Book 2941, Page 835, of the Public Records of Sarasota County, Florida.
11. Reservations of Oil, Gas and Mineral Rights by prior owners of the subject lands.
12. Easement(s) in favor of North Port Water Control District set forth in instrument(s) recorded in Official Records Book 1886, Page 1823 and re-recorded in Official Records Book 1941, Page 16, of the Public Records of Sarasota County, Florida.
13. Dedication from General Development Corporation to North Port Water Control District recorded in Official Records Book 1886, Page 1825 and re-recorded in Official Records Book 1941, Page 6, of the Public Records of Sarasota County, Florida.

The following are hereby deleted: 1, and 4.

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File No. 130786

ALTA Owner's Policy with Florida Modifications 06-17-06

Policy Serial No.: O-2381-338353

Page 8 of 8

AMERICAN  
LAND TITLE  
ASSOCIATION



## Exhibit A

# Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**AFFIDAVIT**

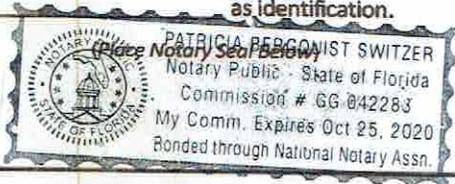
I (the undersigned), John Guin being first duly sworn, depose and say that I am the owner, attorney, attorney-in-fact, agent, lessee or representative of the owner of the property described and which is the subject matter of the proposed application; that all answers to the questions in this application, 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 24 day of July, 2020

[Signature] Signature of Applicant or Authorized Agent      John Guin (owner) Print Name and Title

STATE OF Florida COUNTY OF Sarasota  
The foregoing instrument was acknowledged by me this 24<sup>th</sup> day of July, 2020, by John Guin who is personally known to me or has produced

[Signature]  
Signature - Notary Public



**AFFIDAVIT  
AUTHORIZATION FOR AGENT/APPLICANT**

I, Ashlee S. Dowlan, property owner, hereby authorize John Guin to act as Agent on our behalf to apply for this application on the property described as (legal description) Parcel ID (0966-05-1301)  
Lots 1, 2, 37 & 38 BLK 513 11th Addition to Port Charlotte

Ashlee S. Dowlan Owner      7/17/2020 Date

STATE OF Florida COUNTY OF Charlotte  
The foregoing instrument was acknowledged by me this 15 day of July, 2020, by Ashlee Dowlan who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Signature - Notary Public

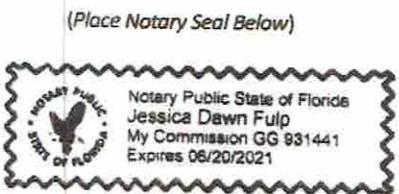


Exhibit A

AFFIDAVIT

I (the undersigned), John Guin 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 24 day of July, 2020

[Signature] Signature of Applicant or Authorized Agent John Guin (owner) Print Name and Title

STATE OF Florida COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 24<sup>th</sup> day of July, 2020, by John Guin who is personally known to me or has produced

[Signature]  
Signature - Notary Public



AFFIDAVIT AUTHORIZATION FOR AGENT/APPLICANT

I, John M Donlan, property owner, hereby authorize John Guin to act as Agent on our behalf to apply

for this application on the property described as (legal description) Parcel ID (0966-05-1301)  
Lots 1, 2, 37 & 38 BLK 513 11th Addition to Port Charlotte

[Signature] Owner Date 7/13/2020

STATE OF Florida COUNTY OF Charlotte

The foregoing instrument was acknowledged by me this 15 day of July, 2020, by John Donlan who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Signature - Notary Public

(Place Notary Seal Below)



Exhibit B



August 6, 2020

Attn:  
Rhea Lopes

RE- VAC-20-133  
Lots 1, 2, 37, & 38, Block513, of the 11th Addition to the Port Charlotte Subdivision,  
according to Plat thereof recorded in Plat Book 13, Page 2, 2A-2I, of the Public Records  
of Sarasota County, Florida,

Dear MS. Lopes,

Thank you for contacting Comcast regarding your proposed vacation. This is to inform you that Comcast Cable does not have facilities in the proposed area and Comcast has no objection to the vacation providing that any of Comcast facilities that are in need of being relocated be paid for by the customer and Comcast is granted new easements.

If you have any further question or concerns, please do not hesitate to contact me at (239)707-3998.

Sincerely,

*Timothy Green*  
*Construction Specialist II*

12600 Westlinks Dr. Suite #4  
Fort Myers, FL 33913  
Cell (239) 707-3998  
Office (239) 318-1524  
[Timothy\\_Green@Comcast.com](mailto:Timothy_Green@Comcast.com)

Exhibit B



City of North Port
PLANNING DIVISION
Neighborhood Development Services
4970 City Hall Boulevard
North Port, FL 34286
Office: 941.429.7229
Fax: 941.429.7154



VACATION OF EASEMENT

DATE: July 24, 2020

PETITION NO: VAC-20-133

TO:

North Port Public Works
Amerigas
Florida Power and Light
Planning & Zoning

North Port Utilities
Comcast Cable/Truenet Communications Mike Little,
Frontier Communications
Fire/Rescue

Please see the attached information concerning the request for vacation of easement for the property described as:

Lots 1,2,37 &38, Block 513, of the 11th Addition to the Port Charlotte Subdivision, according to Plat thereof recorded in Plat Book 13, Page 2, 2A-2I, of the Public Records of Sarasota County, Florida, also known as street address: PID#0966051301

The vacation of the easement (Please check the appropriate response)

[X] Is Granted [ ] Is not Granted [ ] Is Granted with Conditions

If vacation of easement is not granted or conditions apply, please state below:

Please respond by August 3, 2020 which is (10) ten days from receipt. If after (10) ten days a response is not received, it will be assumed there is no issue with the vacation of easement.

Signature: Anthony C. Payne

Date: 7/27/20

Phone No.

Name of Utility: NPPW

Please e-mail responses to swillette@cityofnorthport.com

NOTICE: The information contained in this document may be confidential and/or legally privileged information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any copying, dissemination or distribution of confidential or privileged information is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone.

If you received this in error or do not receive all the pages, please contact Neighborhood Development Services, Planning Division at 941.429.7229.



**Exhibit B**  
**City of North Port**  
**PLANNING DIVISION**  
 Neighborhood Development Services  
 4970 City Hall Boulevard  
 North Port, FL 34286  
 Office: 941.429.7229  
 Fax: 941.429.7154



**VACATION OF EASEMENT**

DATE: July 24, 2020

PETITION NO: VAC-20-133

TO:

North Port Public Works  
 Amerigas  
 Florida Power and Light  
 Planning & Zoning

North Port Utilities  
 Comcast Cable/Truernet Communications Mike Little,  
 Frontier Communications  
 Fire/Rescue

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The vacation of the easement (**Please check the appropriate response**)

Is Granted       Is not Granted       Is Granted with Conditions

If vacation of easement **is not** granted or conditions apply, please state below:

---

Please respond by August 3, 2020 which is (10) ten days from receipt. If after (10) ten days a response is not received, it will be assumed there is no issue with the vacation of easement.

Darrell Smith  
 Signature  
2408021  
 Phone No.

08-03-2020  
 Date  
North Port Utilities  
 Name of Utility

**Please e-mail responses to swillette @cityofnorthport.com**

NOTICE: The information contained in this document may be confidential and/or legally privileged information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any copying, dissemination or distribution of confidential or privileged information is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone.

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**Exhibit B**  
**City of North Port**  
**PLANNING DIVISION**  
 Neighborhood Development Services  
 4970 City Hall Boulevard  
 North Port, FL 34286  
 Office: 941.429.7229  
 Fax: 941.429.7154



**VACATION OF EASEMENT**

DATE: July 24, 2020

PETITION NO: VAC-20-133

TO:

North Port Public Works  
 Amerigas  
 Florida Power and Light  
 Planning & Zoning

North Port Utilities  
 Comcast Cable/Truenet Communications Mike Little,  
 Frontier Communications  
 Fire/Rescue

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Lots 1,2,37 &38, Block 513, of the 11th Addition to the Port Charlotte Subdivision, according to Plat thereof recorded in Plat Book 13, Page 2, 2A-2I, of the Public Records of Sarasota County, Florida, also known as street address: PID#0966051301.

The vacation of the easement (**Please check the appropriate response**)

Is Granted       Is not Granted       Is Granted with Conditions

If vacation of easement **is not** granted or conditions apply, please state below:

Please respond by August 3, 2020 which is (10) ten days from receipt. If after (10) ten days a response is not received, it will be assumed there is no issue with the vacation of easement.

**Peter J. Marietti III** Digitally signed by Peter J. Marietti III  
 Date: 2020.07.27 15:36:21 -04'00'

Signature

941.240.8180

Phone No.

7/27/2020

Date

North Port Fire Rescue

Name of Utility

**Please e-mail responses to swillette @cityofnorthport.com**

NOTICE: The information contained in this document may be confidential and/or legally privileged information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any copying, dissemination or distribution of confidential or privileged information is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone.

If you received this in error or do not receive all the pages, please contact Neighborhood Development Services, Planning Division at 941.429.7229.



Exhibit B
City of North Port
PLANNING DIVISION

Neighborhood Development Services
4970 City Hall Boulevard
North Port, FL 34286
Office: 941.429.7229
Fax: 941.429.7154



VACATION OF EASEMENT

DATE: PETITION NO:

TO:

North Port Public Works
Amerigas
Florida Power and Light
Planning & Zoning

North Port Utilities
Comcast Cable/Truenet Communications Mike Little,
Frontier Communications
Fire/Rescue

Please see the attached information concerning the request for vacation of easement for the property described as:

Lots, Block, of the to the Port Charlotte Subdivision, according to Plat thereof recorded in Plat Book, Page, of the Public Records of Sarasota County, Florida, also known as street address:

The vacation of the easement (Please check the appropriate response)

Is Granted Is not Granted Is Granted with Conditions

If vacation of easement is not granted or conditions apply, please state below:

Please respond by which is (10) ten days from receipt. If after (10) ten days a response is not received, it will be assumed there is no issue with the vacation of easement.

Melanie Tschetter

Signature

Date

Phone No.

Name of Utility

Please e-mail responses to swillette@cityofnorthport.com

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Exhibit B

City of North Port
PLANNING DIVISION
Neighborhood Development Services
4970 City Hall Boulevard
North Port, FL 34286
Office: 941.429.7229
Fax: 941.429.7154



VACATION OF EASEMENT

DATE: July 24, 2020

PETITION NO: VAC-20-133

TO:

North Port Public Works
Amerigas
Florida Power and Light
Planning & Zoning

North Port Utilities
Comcast Cable/Truenet Communications Mike Little,
Frontier Communications
Fire/Rescue

Please see the attached information concerning the request for vacation of easement for the property described as:

Lots 1,2,37 &38, Block 513, of the 11th Addition to the Port Charlotte Subdivision, according to Plat thereof recorded in Plat Book 13, Page 2, 2A-2I, of the Public Records of Sarasota County, Florida, also known as street address: PID#0966051301.

The vacation of the easement (Please check the appropriate response)

[checked] Is Granted [ ] Is not Granted [ ] Is Granted with Conditions

If vacation of easement is not granted or conditions apply, please state below:

Please respond by August 3, 2020 which is (10) ten days from receipt. If after (10) ten days a response is not received, it will be assumed there is no issue with the vacation of easement.

Stephen Waidley Digitally signed by Stephen Waidley
Date: 2020.07.24 15:00:32 -04'00'

Signature
(941) 266-9218

Phone No.

7/24/2020

Date
Frontier Florida LLC

Name of Utility

Please e-mail responses to swillette@cityofnorthport.com

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**Exhibit B**  
**City of North Port**  
**PLANNING DIVISION**  
 Neighborhood Development Services  
 4970 City Hall Boulevard  
 North Port, FL 34286  
 Office: 941.429.7229  
 Fax: 941.429.7154



**VACATION OF EASEMENT**

DATE: July 24, 2020

PETITION NO: VAC-20-133

TO:

North Port Public Works  
 Amerigas  
 Florida Power and Light  
 Planning & Zoning

North Port Utilities  
 Comcast Cable/Truenet Communications Mike Little,  
 Frontier Communications  
 Fire/Rescue

Please see the attached information concerning the request for vacation of easement for the property described as:

Lots 1,2,37 &38, Block 513, of the 11th Addition to the Port Charlotte Subdivision, according to Plat thereof recorded in Plat Book 13, Page 2, 2A-2I, of the Public Records of Sarasota County, Florida, also known as street address: PID#0966051301.

The vacation of the easement (**Please check the appropriate response**)

Is Granted       Is not Granted       Is Granted with Conditions

If vacation of easement **is not** granted or conditions apply, please state below:

Please respond by August 3, 2020 which is (10) ten days from receipt. If after (10) ten days a response is not received, it will be assumed there is no issue with the vacation of easement.

*Chi*  
 Signature

941-255-9900  
 Phone No.

8-25-20  
 Date

AmeriGas  
 Name of Utility

**Please e-mail responses to swillette@cityofnorthport.com**

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If you received this in error or do not receive all the pages, please contact Neighborhood Development Services, Planning Division at 941.429.7229.



PUBLISHER'S AFFIDAVIT OF PUBLICATION  
STATE OF FLORIDA COUNTY OF  
CHARLOTTE:

Before the undersigned authority personally appeared **Melinda Prescott**, who on oath says that she is an employee of the Sun Newspapers, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a **Legal Notice** was published in said newspaper in the issues of:

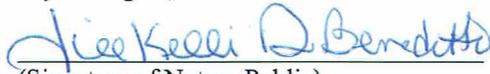
**07/31/2020, 08/07/2020**

as well as being posted online at [www.yoursun.com](http://www.yoursun.com) and [www.floridapublicnotices.com](http://www.floridapublicnotices.com).

Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

  
(Signature of Affiant)

Sworn and subscribed before me this 7<sup>th</sup>  
day of August, 2020.

  
(Signature of Notary Public)

Personally known  X  OR      Produced  
Identification

**NOTICE OF INTENT CITY OF  
NORTH PORT SARASOTA  
COUNTY, FLORIDA TO WHOM  
IT MAY CONCERN:**

Notice is hereby given pursuant to the provisions of Section 177.10(4), Florida statutes, that John M. Donlan and Ashlee S. Donlan, the property owners, intend to petition the City of North Port to vacate a portion of the 10-foot platted rear utility and drainage easements located on Lots 1, 2, 37 & 38, Block 513, 11th Addition of Port Charlotte subdivision, according to the Plat Thereof as recorded in Plat Book 13, Pages 2, 2A-2I of the public records of Charlotte county Florida. All of the above lying and being in the City of North Port, Sarasota County, Florida.  
Publish: July 31, 2020 &  
August 7, 2020  
395956 3759566



Sarasota County Tax Collector

Tax Record

Last Update: 7/10/2020 11:56:25 AM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Type Tax	Tax Year			
0966051301	REAL ESTATE	2019			
<b>Mailing Address</b>		<b>Property Address</b>			
DONLAN JOHN M DONLAN ASHLEE 1625 NEW LONDON ST NORTH PORT FL 34288		MARKLE AVE 005			
		<b>Old Account Number</b>			
		0966-05-1301			
<b>Base Exempt Amount</b>	<b>Taxable Value</b>				
see below	see below				
<b>Exemption Detail</b>	<b>Millage Code</b>	<b>Escrow Code</b>			
NO EXEMPTIONS	0500				
<b>Legal Description</b>					
MARKLE AVE LOTS 1, 2, 37 & 38 BLK 513 11TH ADD TO PORT CHARLOTTE					
<b>Ad Valorem Taxes</b>					
<b>Taxing Authority</b>	<b>Rate</b>	<b>Assessed Value</b>	<b>Exemption Amount</b>	<b>Taxable Value</b>	<b>Taxes Levied</b>
Sarasota Co. General Revenue	3.2075	24,970	0	\$24,970	\$80.09
Bonds-Debt Service	0.1317	24,970	0	\$24,970	\$3.29
Sarasota Co. Legacy Trl	0.0419	24,970	0	\$24,970	\$1.05
Mosquito Control	0.0520	24,970	0	\$24,970	\$1.30
Sarasota Memorial Hospital	1.0420	24,970	0	\$24,970	\$26.02
SW FL Water Management Dist.	0.2801	24,970	0	\$24,970	\$6.99
West Coast Inland Navigation	0.0394	24,970	0	\$24,970	\$0.98
Sarasota School Board					
School District Fund	5.4430	29,600	0	\$29,600	\$161.11
School Capital Impr	1.5000	29,600	0	\$29,600	\$44.40
City of North Port	3.8735	24,970	0	\$24,970	\$96.72
<b>Total Millage</b>		15.6111	<b>Total Taxes</b>		\$421.95
<b>Non-Ad Valorem Assessments</b>					
<b>Code</b>	<b>Levying Authority</b>				<b>Amount</b>
F093	North Port Fire & Rescue				\$85.66
R097	North Port Road & Drainage				\$172.65
R197	North Port R&D Capital Improve				\$184.00
<b>Total Assessments</b>					\$442.31
<b>Taxes &amp; Assessments</b>					\$864.26
<b>If Paid By</b>					<b>Amount Due</b>
					\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
4/1/2020	PAYMENT	5550367.0001	2019	\$864.26

Prior Year Taxes Due
NO DELINQUENT TAXES