

PLF-23-259

Wellen Park Downtown Phase 2 Final Plat



From: David Brown, Planner I

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

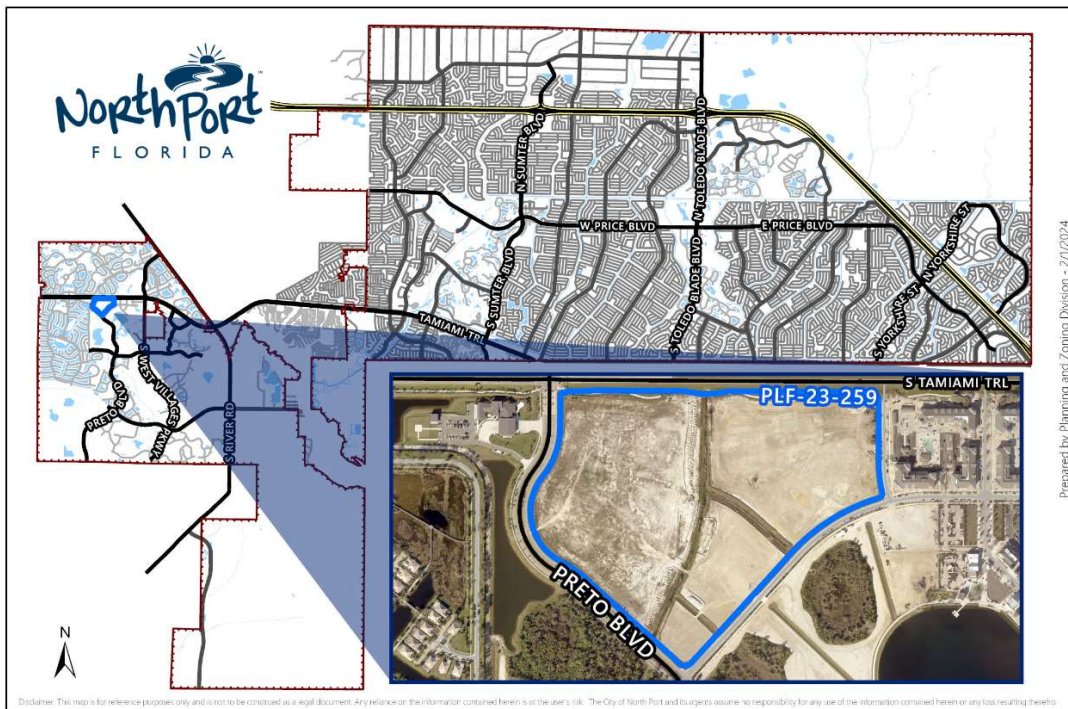
Thru: Lori Barnes, AICP, CPM, Development Services Assistant Director

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: March 7, 2024



PROJECT:	PLF-23-259; Final Plat of Wellen Park Downtown Phase 2
REQUEST:	Consideration of Final Plat for Wellen Park Downtown Phase 2
APPLICANT:	John Luczynski, Main Street Ranchlands, LLLP & George Huddleston, Catalyst Design Group (Exhibit A, Affidavit)
OWNERS:	Main Street Ranchlands, LLLP & Englewood Community Hospital, Inc. (Exhibit B, Warranty Deed)
LOCATION:	South of S. Tamiami Trail, east of Preto Boulevard, north of Sunglow Boulevard and west of Radiant Way
PROPERTY SIZE:	± 52.23 acres
ZONING:	Village (V)

I. BACKGROUND

On October 30, 2023, the Planning & Zoning Division received a Final Plat petition from John Luczynski of Main Street Ranchlands, LLLP, and George Huddleston of Catalyst Design Group, for Wellen Park Downtown Phase 2.

The purpose of the petition is to subdivide Wellen Park Downtown Phase 2, original tract into four (4) parcels, Tracts 101, 102, 103 and 104 (**Figure 1**). Main Street Ranchlands, LLLP, previously owned the entire ± 52.23 acre-original tract. In 2023, Tract 101 was purchased by Englewood Community Hospital, Inc. (**Figure 2**). Main Street Ranchlands, LLLP will retain ownership of Tracts 102, 103 and 104 (**Figure 3**).

Infrastructure Plans were approved for this site as a part of the Master Infrastructure Plans for Village D (INF-19-289) on March 17, 2020. Subdivision Plans (SCP-23-254) for the site were approved on November 30, 2024.

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

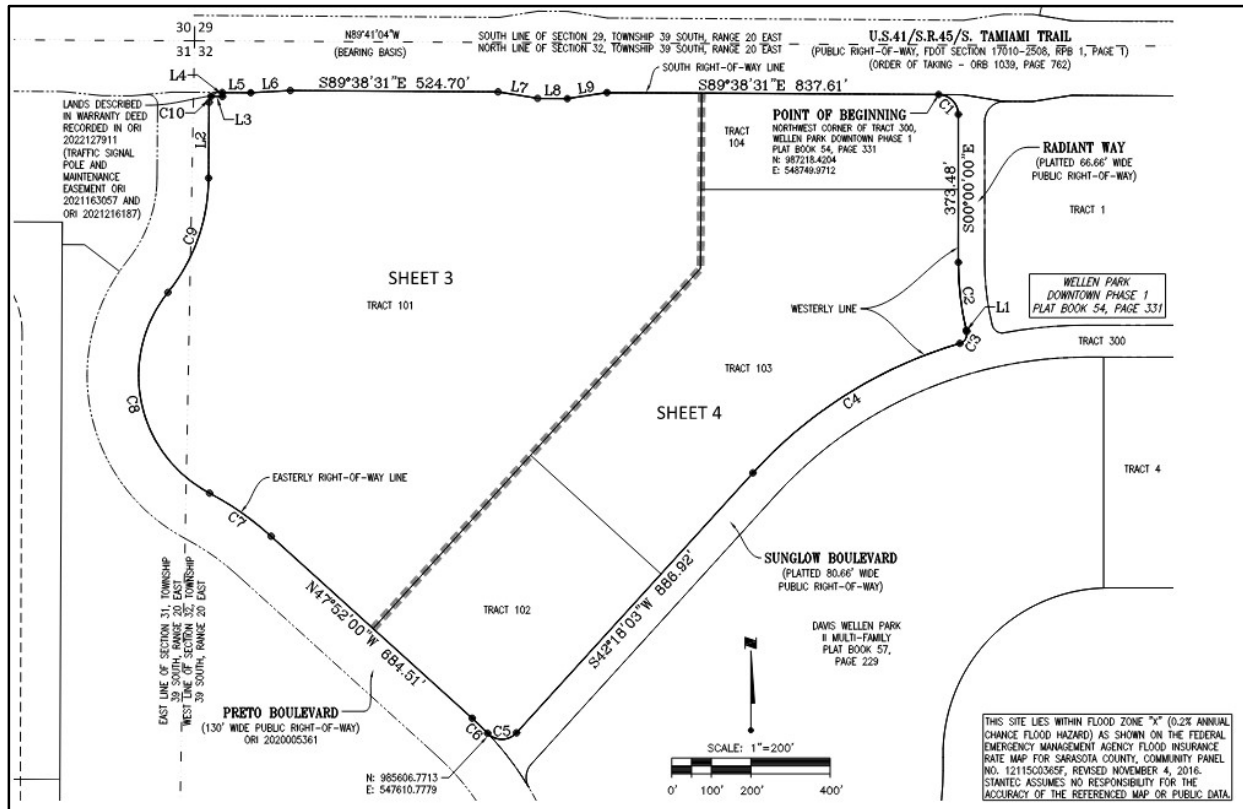


Figure 1. Proposed Final Plat, Wellen Park Downtown Phase 2.

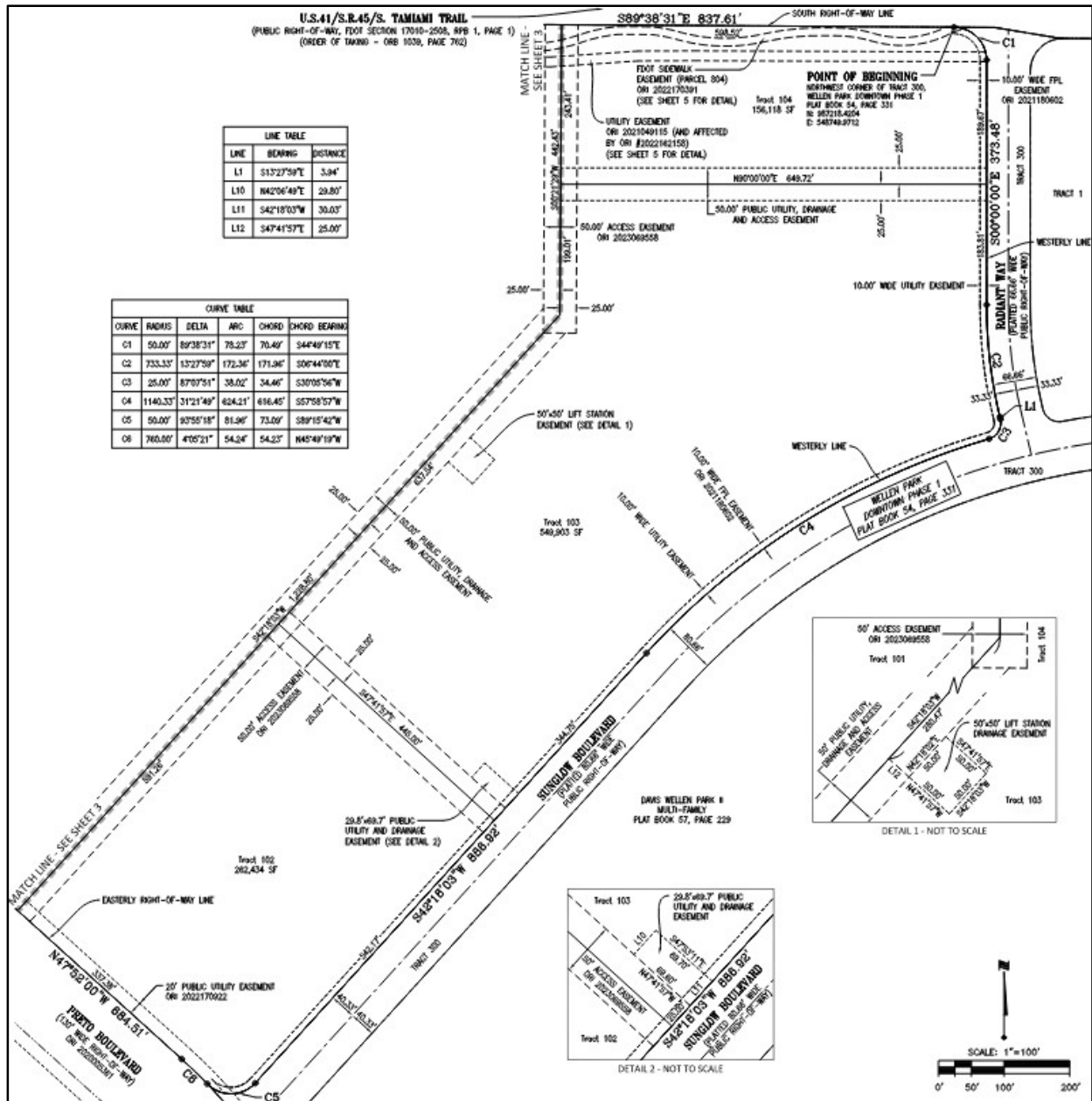


Figure 2. Tracts 102, 103, and 104, Wellen Park Downtown Phase 2

FLORIDA STATUTES

Title XII MUNICIPALITIES, Chapter 177 LAND BOUNDARIES, Part I: PLATTING, Section 177.081 Dedication and approval.

(1) Prior to approval by the appropriate governing body, the plat shall be reviewed for conformity to this chapter by a professional surveyor and mapper either employed by or under contract to the local governing body, the costs of which shall be borne by the legal entity offering the plat for recordation, and evidence of such review must be placed on such plat.

Findings: The City's contracted professional surveyor reviewed and approved the plat.

Conclusion: PLF-23-259 meets the State's requirements for City review and approval of plats.

COMPLIANCE WITH ULDC

Chapter 37-Subdivision Regulations, Article II-Procedures for Securing Approvals, Section 37-8 Plat Submission Requirements.

B. Conformity with approved subdivision plans. The plat shall incorporate all stipulations, easements, changes and modifications required to make the approved subdivision plan and infrastructure plan conform to these regulations.

Findings: The final plat was reviewed for conformance with the approved subdivision plan.

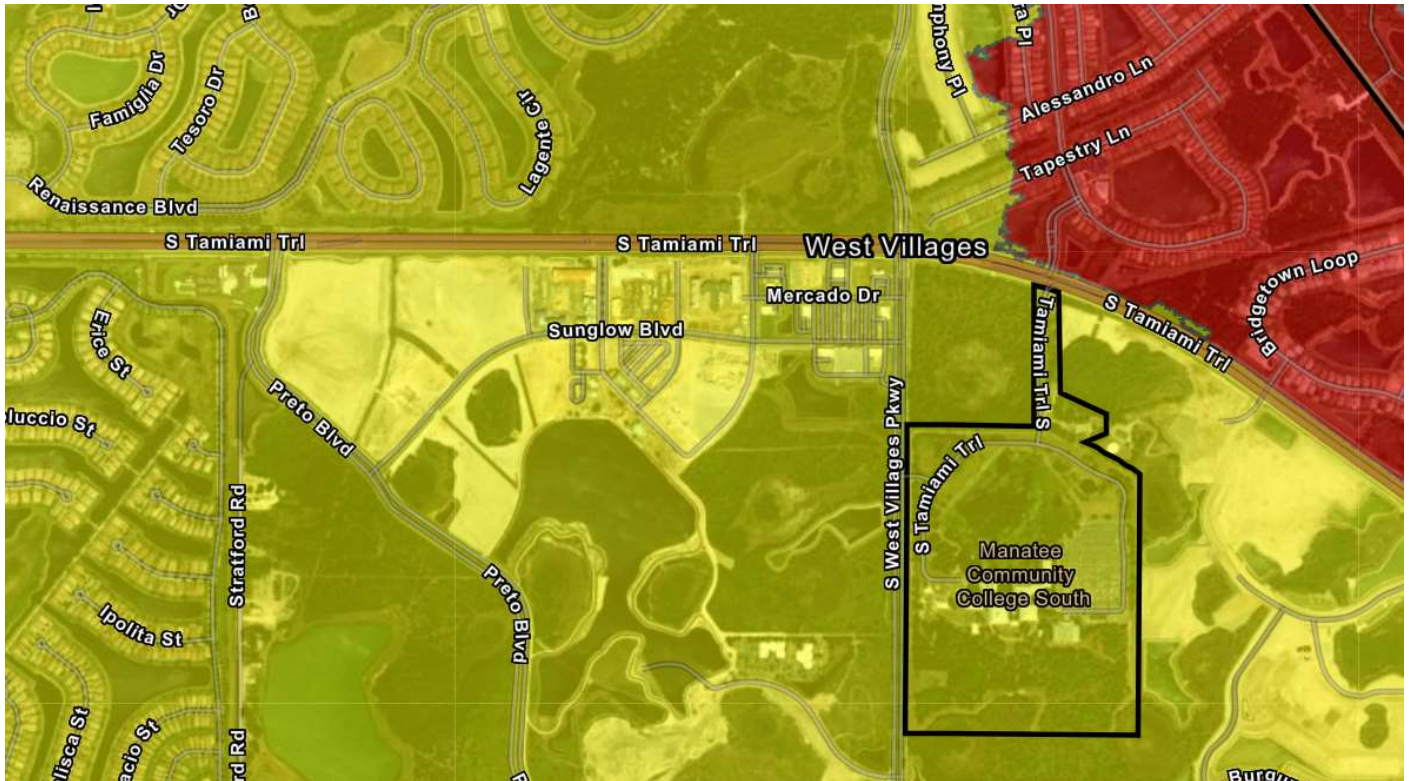
Conclusion: PLF-23-259 conforms with the approved Subdivision Concept Plan (SCP-23-254) and the ULDC.

ENVIRONMENTAL

A formal environmental survey has been completed on the site. All permits will be issued in accordance to State and Federal standards.

FLOOD ZONE

The site is in a FEMA Flood Zone "X" (0.2% Annual Chance Flood Hazard), according to Flood Insurance Rate Map for Sarasota County, Community Panel No. 12115C0365F, revised November 4, 2016.



III. RECOMMENDED MOTIONS

PLANNING & ZONING ADVISORY BOARD—

Staff recommends **approval** of Petition No. PLF-23-259, Wellen Park Downtown Phase 2 Final Plat, as stated:

I move to recommend approval of Petition No. PLF-23-259 as presented and find that based on the competent substantial evidence, the Plat complies with all regulations set forth in the City of North Port Comprehensive Plan.

CITY COMMISSION—

The City Commission **approve** Petition No. PLF-23-259, Wellen Park Downtown Phase 2 Final Plat, as stated:

I move to approve Petition No. PLF-23-259 as presented and find that based on the competent substantial evidence, the Plat complies with all regulations set forth in the City of North Port Comprehensive Plan, Unified Land Development Code (ULDC), and Florida Statutes Chapter 177.

IV. ALTERNATIVE MOTIONS

Petition PLF-23-259 may be DENIED. If that were the case, new findings would need to be written to support that recommendation. The motion would be as follows:

PLANNING & ZONING ADVISORY BOARD—

Petition PLF-23-259 may be denied. If that were the case, new findings would need to be written to support that recommendation. The motion would be as follows:

MOTION TO DENY: I move to recommend denial of the Wellen Park Downtown, Phase 3 Plat, Petition No. PLF 23-259, and that the City Commission find that, based on the competent and substantial evidence, the Plat:

[include all applicable factors below]

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

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

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

CITY COMMISSION—

MOTION TO DENY: I move to deny the Wellen Park Downtown, Phase 3 Plat, Petition No. PLF 23-259, and 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].

V. PUBLIC HEARING SCHEDULE

Planning & Zoning Advisory Board Public Hearing	March 7, 2024 9:00 AM or as soon thereafter
City Commission Public Hearing	March 26, 2024 6:00 PM or as soon thereafter

VI. EXHIBITS

A.	Plat
B.	Affidavit
C.	Title Assurance
D.	City Surveyor's Approval

Exhibit A

WELLEN PARK DOWNTOWN PHASE 2

A COMMERCIAL SUBDIVISION IN
SECTIONS 31 & 32, TOWNSHIP
39 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT,
SARASOTA COUNTY, FLORIDA

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land of lying in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Begin at the northwest corner of Tract 300 (Radiant Way) of Wellen Park Downtown Phase 1 recorded in Plat Book 54, Page 331 of the Public Records of Sarasota County, Florida, said point being the point of curvature of a curve to the right, having a radius of 50.00 feet and a central angle of 89°38'31"; the following eight (8) calls are along the westerly line of said Tract 300 (Radiant Way and Sunglow Boulevard) of Wellen Park Downtown Phase 1: (1) thence Southeasterly along the arc of said curve, a distance of 78.23 feet, said curve having a chord bearing and distance of S.44°49'16"E., 70.49 feet, to the point of tangency of said curve; (2) thence S.00°00'00"E., a distance of 373.48 feet to a point of curvature of a curve to the left having a radius of 733.33 feet and a central angle of 13°27'59"; (3) thence Southerly along the arc of said curve, a distance of 172.36 feet, to the point of tangency of said curve; (4) thence S.13°27'59"E., a distance of 3.94 feet to a point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 87°07'51"; (5) thence Southwesterly along the arc of said curve, a distance of 38.02 feet, to the point of tangency of said curve; (6) thence Southwesterly along the arc of said curve, a distance of 624.21 feet, to the point of tangency of said curve; (7) thence S.42°18'03"W., a distance of 886.92 feet to a point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of 93°55'18"; (8) thence Westerly along the arc of said curve, a distance of 81.96 feet, to a point on the easterly right-of-way line of Preto Boulevard (130' wide public right-of-way) recorded in Official Records Instrument Number 2020005361 of said Public Records, also being the point of curvature of a reverse curve to the left having a radius of 760.00 feet and a central angle of 04°05'21"; the following seven (7) calls

are along said easterly right-of-way line: (1) thence Northwesterly along the arc of said curve, a distance of 54.24 feet, to the point of tangency of said curve; (2) thence N.47°52'00"W., a distance of 684.51 feet to a point of curvature of a curve to the left having a radius of 760.00 feet and a central angle of 14°22'16"; (3) thence Northwesterly along the arc of said curve, a distance of 190.63 feet, to the point of curvature of a reverse curve to the right having a radius of 335.00 feet and a central angle of 101°03'45"; (4) thence Northerly along the arc of said curve, a distance of 590.90 feet, to the point of curvature of a reverse curve to the left having a radius of 465.00 feet and a central angle of 38°28'09"; (5) thence Northerly along the arc of said curve, a distance of 312.21 feet, to the point of tangency of said curve; (6) thence N.00°21'21"E., a distance of 191.15 feet to a point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 36°52'20"; (7) thence Northeasterly along the arc of said curve, a distance of 16.09 feet, to the end of said curve; the following two calls are along the south line and west line of lands described in a Warranty Deed recorded in Official Records Instrument Number 2022127911 of said Public Records: (1) thence S.89°38'08"E., a distance of 28.50 feet; (2) thence N.00°20'03"W., a distance of 10.00 feet; the following seven (7) calls are along the south right-of-way line of U.S.41/S.R.45/South Tamiami Trail (public right-of-way, Florida Department of Transportation Section 17010-2508) recorded in Road Plat Book 1, Page 1 and Order of Taking, Official Records Book 1039, Page 762 of said Public Records: (1) thence S.89°38'42"E., a distance of 71.76 feet; (2) thence N.86°55'21"E., a distance of 100.12 feet; (3) thence S.89°38'31"E., a distance of 524.70 feet; (4) thence S.80°32'48"E., a distance of 101.22 feet; (5) thence S.89°38'31"E., a distance of 75.10 feet; (6) thence N.81°16'04"E., a distance of 101.27 feet; (7) thence S.89°38'31"E., a distance of 837.61 feet to the POINT OF BEGINNING.

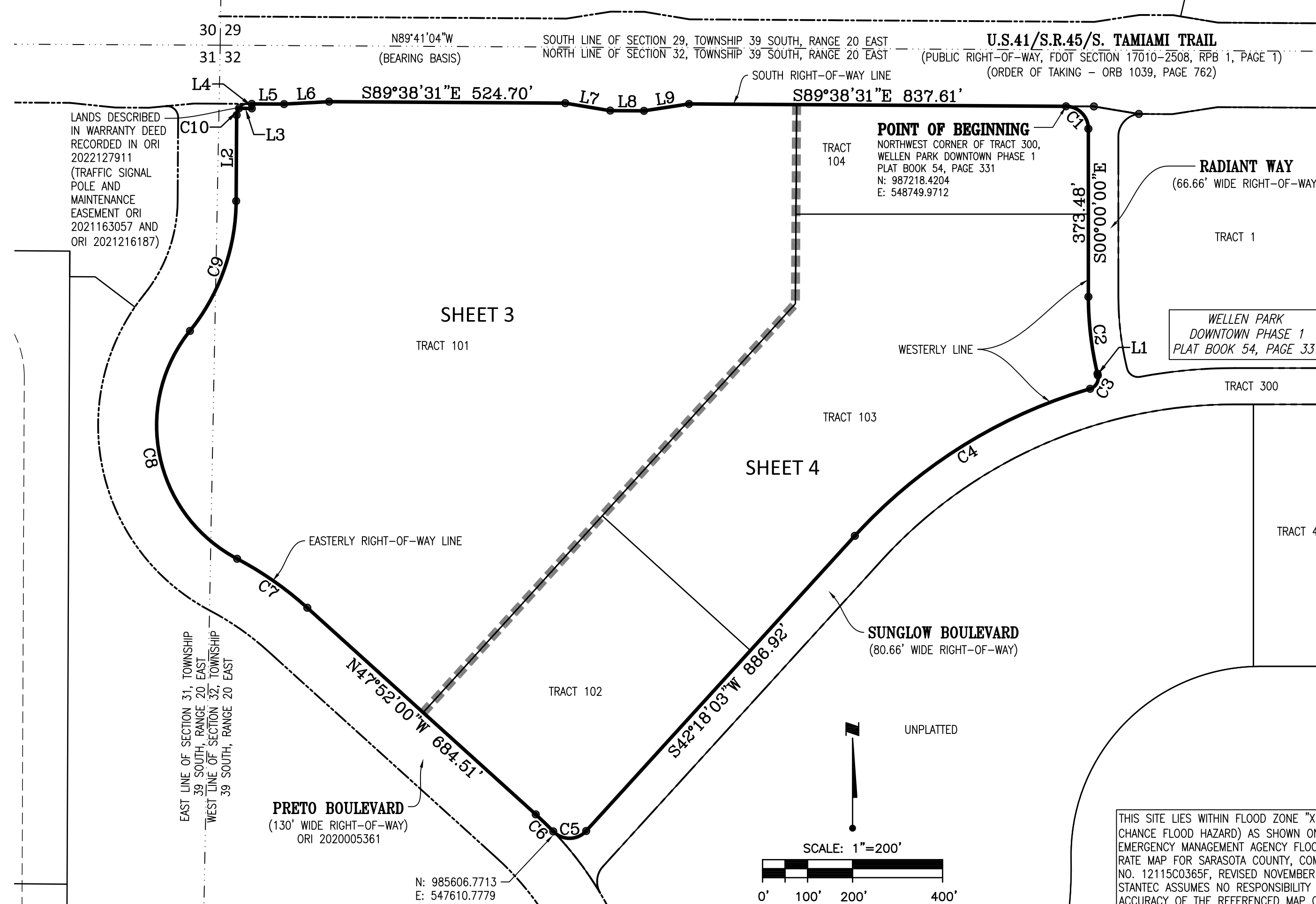
Containing 2,275,380 square feet or 52.2355 acres, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S13°27'59"E	3.94'
L2	N00°21'21"E	191.15'
L3	S89°38'08"E	28.50'
L4	N00°20'03"W	10.00'
L5	S89°38'42"E	71.76'
L6	N86°55'21"E	100.12'
L7	S80°32'48"E	101.22'
L8	S89°38'31"E	75.10'
L9	N81°16'04"E	101.27'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	50.00'	89°38'31"	78.23'	70.49'	S44°49'15"E
C2	733.33'	13°27'59"	172.36'	171.96'	S06°44'00"E
C3	25.00'	87°07'51"	38.02'	34.46'	S30°05'56"W
C4	1140.33'	31°21'49"	624.21'	616.45'	S57°58'57"W
C5	50.00'	93°55'18"	81.96'	73.09'	S89°15'42"W
C6	760.00'	4°05'21"	54.24'	54.23'	N45°49'19"W
C7	760.00'	14°22'16"	190.63'	190.13'	N55°03'08"W
C8	335.00'	101°03'45"	590.90'	517.22'	N11°42'23"W
C9	465.00'	38°28'09"	312.21'	306.38'	N19°35'25"E
C10	25.00'	36°52'20"	16.09'	15.81'	N18°47'31"E

LEGEND:

- ∠ = ANGLE POINT
- ⊕ = BENCHMARK
- = PERMANENT REFERENCE MONUMENT, 5/8" IRON ROD SET (PRM LB#7866)
- = PERMANENT REFERENCE MONUMENT (PRM) 4"x4" CONCRETE MONUMENT SET (PRM LB #7866)
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- LWRSD = LAKEWOOD RANCH STEWARDSHIP DISTRICT



NOTES:
BEARINGS SHOWN HEREON ARE ON GRID AND ARE BASED ON THE NORTH LINE OF SECTION 32, TOWNSHIP 39 SOUTH, RANGE 20 EAST HAVING A BEARING OF N89°41'04"W.

ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988, BASED ON USC&GS MONUMENT X-255 RESET 1975, PUBLISHED ELEVATION = 7.45 FEET (NAVD) OF 1988. TO CONVERT TO NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929, ADD 1.11 FEET.

ALL EASEMENTS ARE PRIVATE UNLESS OTHERWISE SHOWN HEREON.

ALL UTILITIES ARE UNDERGROUND UNLESS OTHERWISE NOTED.

ALL LINES INTERSECTING WITH A CURVE WHICH ARE NOT DESIGNATED WITH (R), ARE NOT RADIAL.

NUMERICAL EXPRESSIONS SHOWN HEREON TO THE NEAREST FOOT OR TENTH OF A FOOT ARE TO BE INTERPRETED AS HAVING A PRECISION TO THE NEAREST ONE HUNDREDTH OF A FOOT, EXCEPTING IN THE CASE OF AN IRREGULAR BOUNDARY OR WATER COURSE.

THIS SITE LIES WITHIN FLOOD ZONE "X" (0.2% ANNUAL CHANCE FLOOD HAZARD) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR SARASOTA COUNTY, COMMUNITY PANEL NO. 12115C0365F, REVISED NOVEMBER 4, 2016. STANTEC ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.



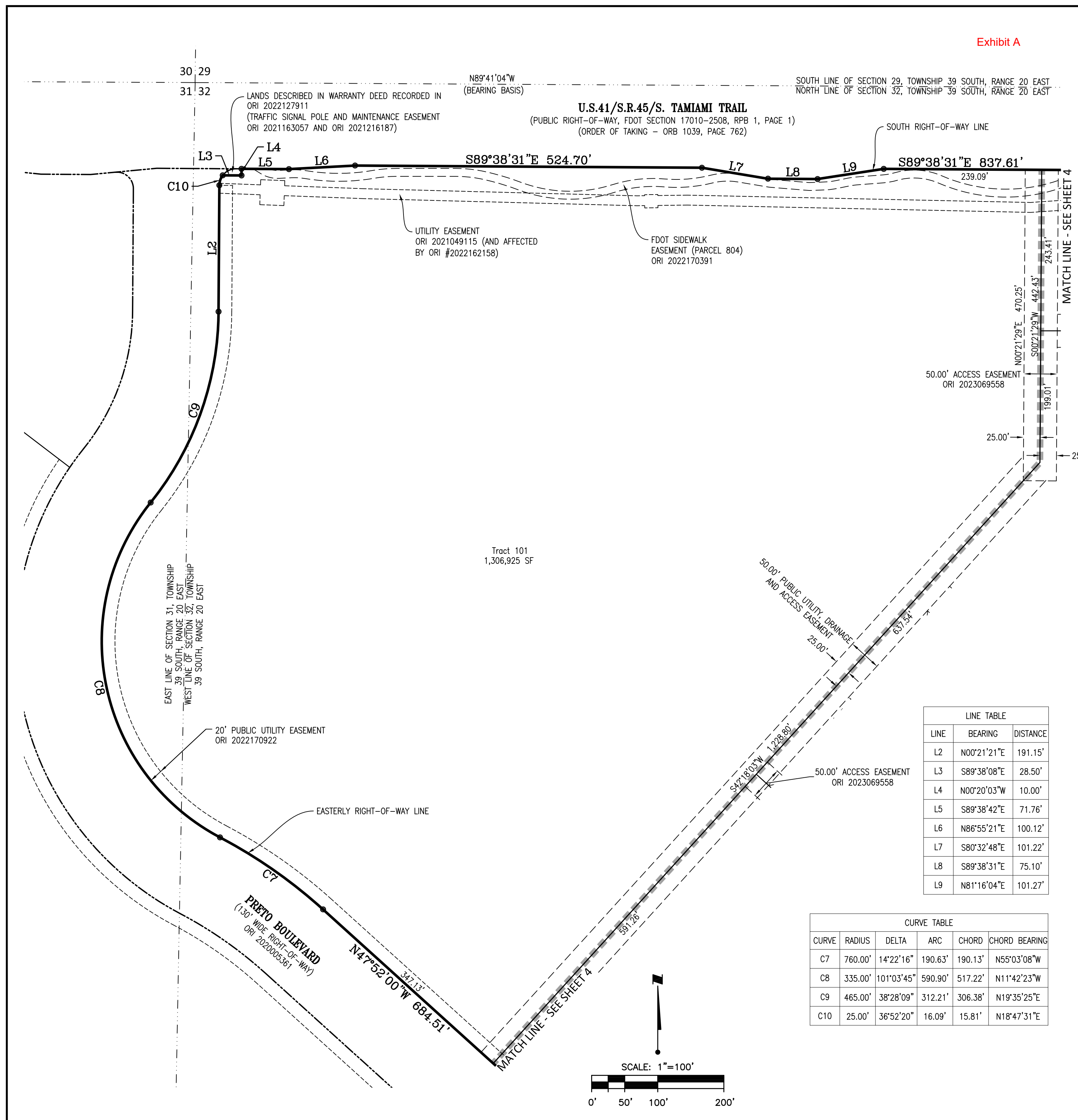
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Licensed Business Number 7866

Exhibit A

WELLEN PARK DOWNTOWN PHASE 2

A COMMERCIAL SUBDIVISION IN
SECTIONS 31 & 32, TOWNSHIP
39 SOUTH, RANGE 20 EAST,
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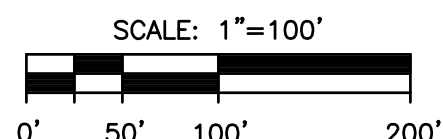
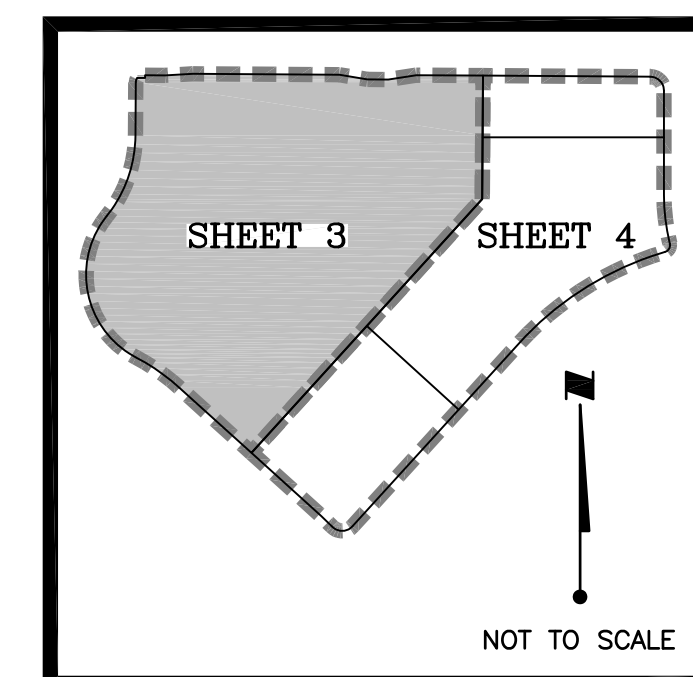


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U.S.41/S.R.45/S. TAMIAMI TRAIL
 (PUBLIC RIGHT-OF-WAY, FDOT SECTION 17010-2508, RPB 1, PAGE 1)
 (ORDER OF TAKING - ORB 1039, PAGE 762)

PLAT BOOK _____, PAGE _____
 SHEET 4 OF 4

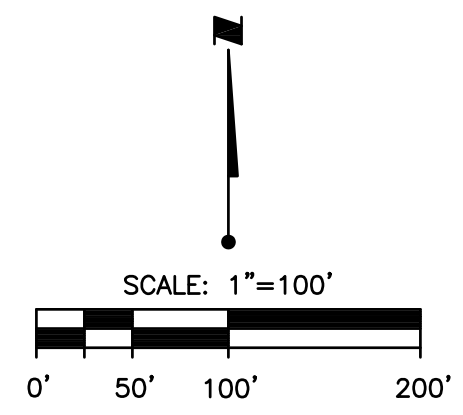
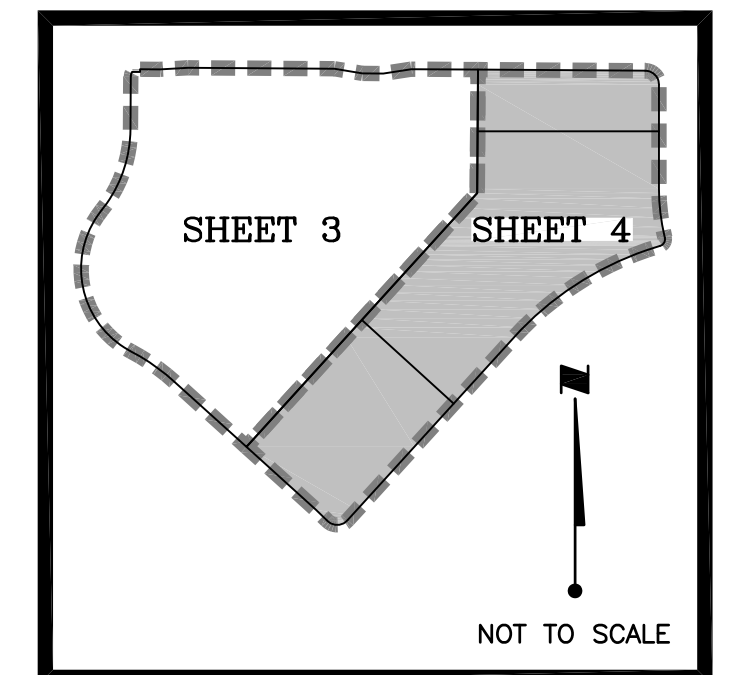
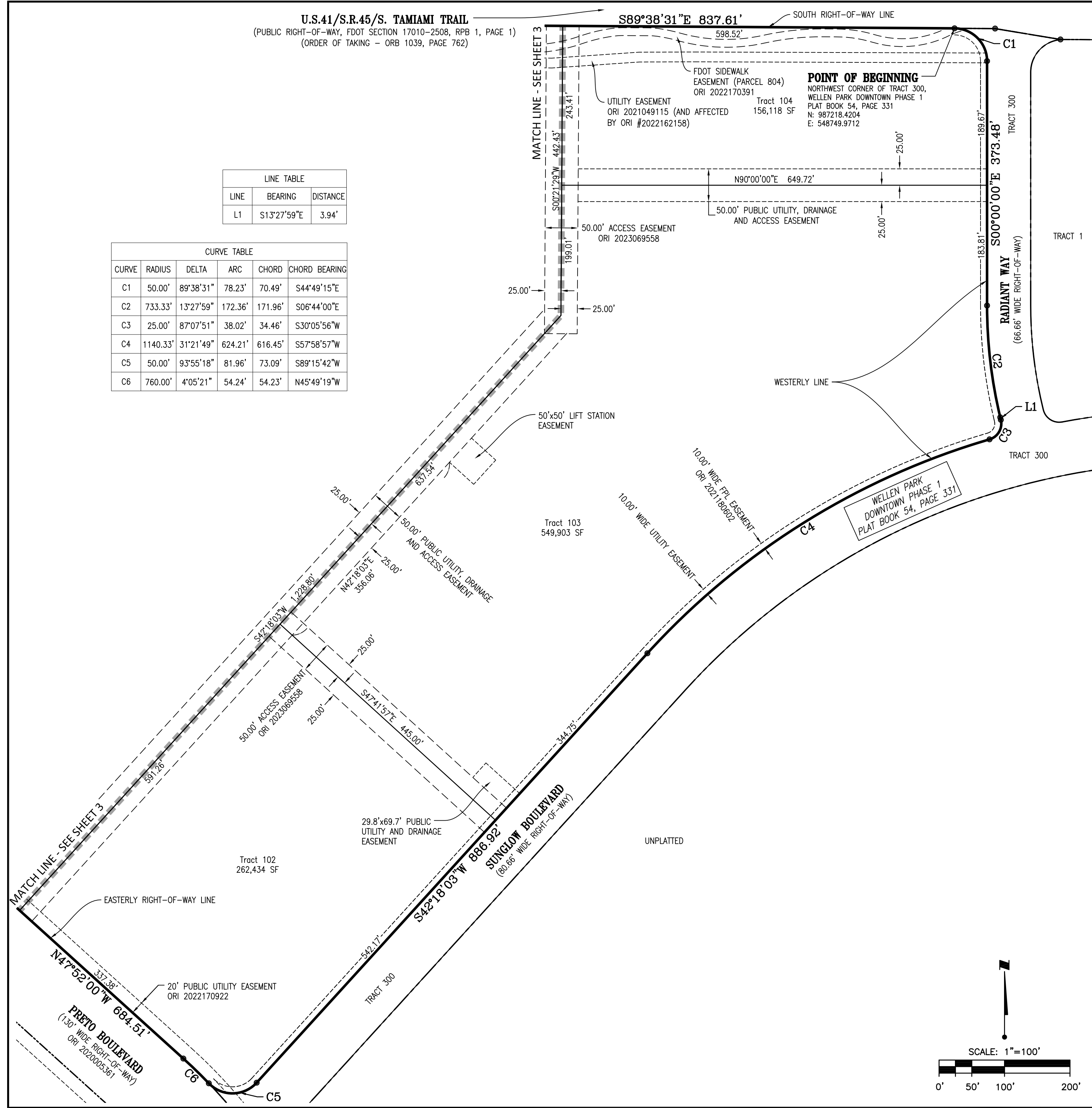
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Aerial Location

PLF-23-259, Wellen Park Downtown PH 2

Exhibit A



Prepared on 2/1/2024
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.



AFFIDAVIT

I (the undersigned), John E. Luczynski 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 11TH day of OCTOBER, 2023

[Signature]
Signature of Applicant or Authorized Agent

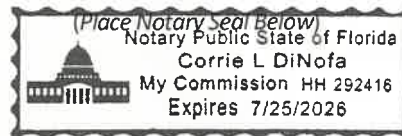
John E. Luczynski, Senior Vice President
Print Name and Title

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 11th day of October, 2023, by John E. Luczynski who is personally known to me or has produced N/A as identification.

[Signature]
Signature - Notary Public



**AFFIDAVIT
AUTHORIZATION FOR AGENT/APPLICANT**

I, John E. Luczynski, property owner, hereby authorize Joe Jasper & Jan Robbins of Stantec Consulting Services Inc. to act as Agent on our behalf to apply for this application on the property described as (legal description) _____

see legal description

John E. Luczynski [Signature] 10/11/23
Owner Date

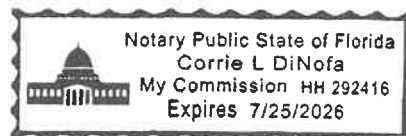
STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 11th day of October, 2023, by John Luczynski who is personally known to me or has produced N/A as identification.

[Signature]
Signature - Notary Public

(Place Notary Seal Below)



AFFIDAVIT

I (the undersigned), Englewood Community Hospital, Inc. being first duly sworn, depose and say that I am the owner, attorney, attorney-in-fact, agent, lessee or representative of the owner of the property described and which is the subject matter of the proposed application; that all answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application are honest and accurate to the best of my knowledge and belief. I understand this application must be complete and accurate before the application can be processed or hearing can be advertised, and that I am authorized to sign the application by the owner or owners. I authorize City of North Port staff and agents to visit the site as necessary for proper review of this application. *If there are any special conditions such as locked gates, restricted hours, guard dogs, etc., please provide the name and telephone number of the individual who can allow access.*

Sworn and subscribed before me this 18th day of October, 2023,

Nicholas L. Paul
Signature of Applicant or Authorized Agent

Nicholas L. Paul, Vice President of Englewood Community Hospital, Inc.
Print Name and Title

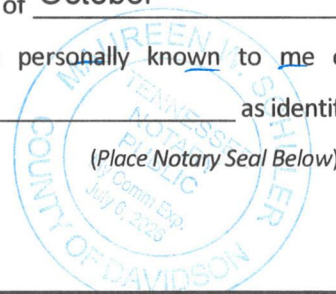
STATE OF Tennessee

COUNTY OF Davidson

The foregoing instrument was acknowledged by me this 18th day of October, 2023, by Nicholas L. Paul, Vice President of Englewood Community Hospital, Inc.

who is personally known to me or has produced _____ as identification.

Maureen H. Schuler
Signature - Notary Public



(Place Notary Seal Below)

AFFIDAVIT

AUTHORIZATION FOR AGENT/APPLICANT

I, Englewood Community Hospital, Inc., property owner, hereby

authorize Stantec Consulting Services, Inc. to act as Agent on our behalf to apply

for this application on the property described as (legal description) _____

see legal description

Nicholas L. Paul October 18, 2023
Owner Nicholas L. Paul, Vice President of Englewood Community Hospital, Inc. Date

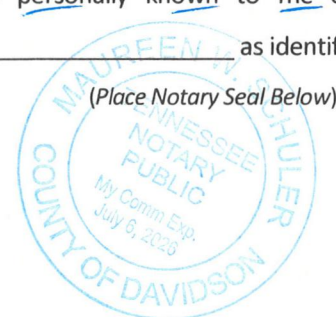
STATE OF Tennessee

COUNTY OF Davidson

The foregoing instrument was acknowledged by me this 18th day of October, 2023, by Nicholas L. Paul, Vice President of Englewood Community Hospital, Inc.

who is personally known to me or has produced _____ as identification.

Maureen H. Schuler
Signature - Notary Public

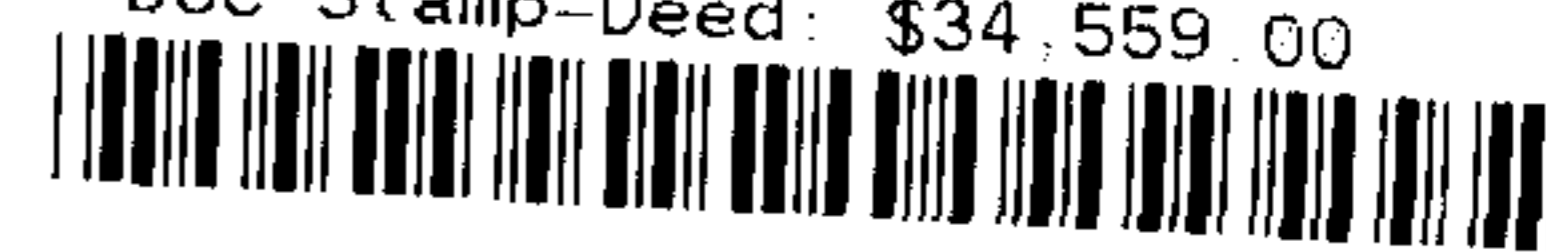


(Place Notary Seal Below)

RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 2014062919 6 PG(S)
 May 29, 2014 12:19:24 PM
 KAREN E. RUSHING
 CLERK OF THE CIRCUIT COURT
 SARASOTA COUNTY, FL

Purchase Price: \$4,497,000
 Additional Consideration: \$440,000
 Doc Tax: \$34,559
 Record: \$ 52.50

Doc Stamp-Deed: \$34,559.00



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

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into as of May 28, 2014, by and between **FOURTH QUARTER PROPERTIES XXXII, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantor"), having an address of 45 Ansley Drive, Newnan, Georgia 30263, and **THOMAS RANCH LAND PARTNERS VILLAGE 2A, LLLP**, a Florida limited liability limited partnership (hereinafter referred to as "Grantee"), having an address of 400 Park Avenue S., Suite 220, Winter Park, Florida 32789, Attn: David Koon.

WITNESSETH:

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

Tax Parcel Identification Numbers: 0781-00-1000, 0783-00-1000, 0801-00-1000.

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

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

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

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

[Signatures appear on the following page]

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

GRANTOR:

Signed, sealed and delivered in the presence of:

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

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

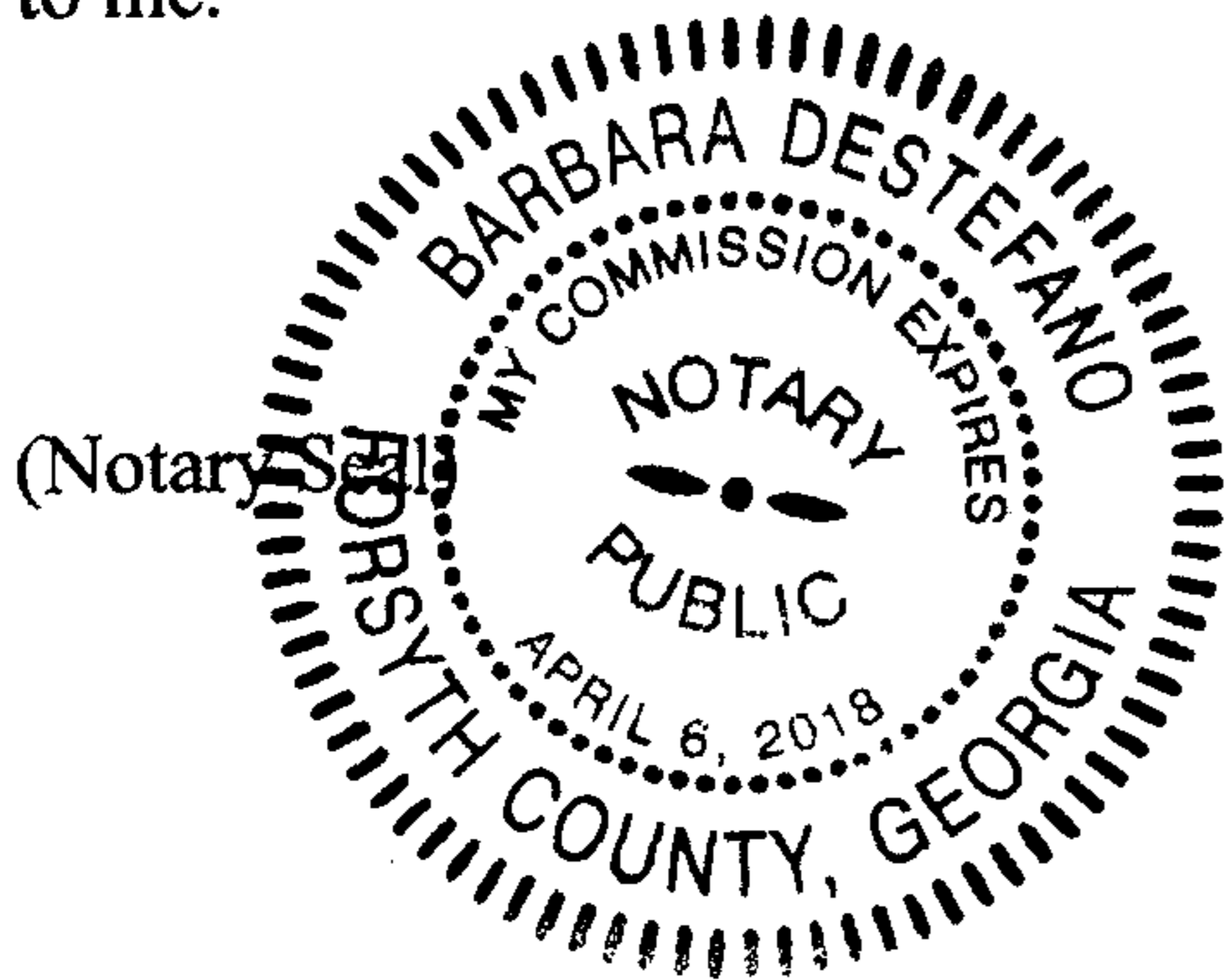
By: *[Signature]* (SEAL)
Name: Stanley E. Thomas
Title: Manager

Lori L. Scott
Print
Name: Lori L. Scott

STATE OF GEORGIA

COUNTY OF Fulton

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



Barbara DeStefano
Signature of Notary Public

BARBARA DE STEFANO
Print Name of Notary Public

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

EXHIBIT "A"

Tract E

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

All of Section 31, less and except the following:

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

Lands conveyed to DiVosta & Company, Inc, recorded in Official Records Instrument No. 2003259292, of the Public Records of Sarasota County, Florida.

All of Section 32, lying westerly and northerly of West Villages Parkway as described in Official Records Instrument No.: 2007188871; 2009155882; 2010059621; and 2013134805, of the Public Records of Sarasota County, Florida, less and except the following:

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

Lands conveyed to Sarasota County Public Hospital Board, recorded in Official Records Book 2785, Page 634, of the Public Records of Sarasota County, Florida;

Lands conveyed to DiVosta and Company, Inc. recorded in Official Records Instrument No. 2003259292, of the Public Records of Sarasota County, Florida.

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

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

Tract Contains 495.6995 Acres, more or less.

EXHIBIT "B"

Permitted Exceptions for Tract E

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

The following matters (which are reflected in the title commitment 16-2014-000351 issued through Old Republic National Title Insurance Company):

4. Easements in favor of Florida Power & Light Company recorded in Official Records Book 1656, Page 183; Official Records Book 1720, Page 1854; Official Records Book 1727, Page 1939, and Official Records Book 3080, Page 1346, all of the Public Records of Sarasota County, Florida.
5. (Intentionally omitted).
6. (Intentionally omitted).
7. Easements in favor of Sarasota County Public Hospital Board recorded in Official Records Book 2785, Page 646; Official Records Book 3065, Page 606 and Official Records Book 3108, Page 2455 together with Amendment recorded under Instrument # 2007026896, and Partial Release of Easement recorded in Instrument # 2007102547, of the Public Records of Sarasota County, Florida.
8. Right of Reverter in favor of Florida Power & Light Company contained in that certain Quit Claim Deed recorded in Official Records Book 1021, Page 1908, of the Public Records of Sarasota County, Florida.
9. (Intentionally omitted).
10. Access and Drainage Easements, and use restrictions in favor of the District Board of Trustees of Manatee Junior College as set forth in that certain Warranty Deed recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida.
11. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code recorded in Official Records Book 1823, Page 2263 of the Public Records of Sarasota County, Florida.
12. (Intentionally omitted).
13. Terms and conditions contained in that certain Easement Agreement (Stormwater Drainage and Flowage) in favor of TAYLOR RANCH, LTD., a Florida limited partnership recorded in Official Records Book 3065, Page 615, of the Public Records of Sarasota County, Florida.
14. Reclaimed Water Agreement by and between TAYLOR RANCH, LTD., a Florida limited partnership and TAYLOR RANCH, INC., a Florida corporation and Sarasota County Public Hospital Board recorded in Official Records Book 3108, Page 2433, together with Affidavit recorded in Instrument # 2005257196, as amended in Instrument # 2007026896, of the Public Records of Sarasota County, Florida.
15. Declaration of Utility Easement by TAYLOR RANCH, INC., a Florida corporation recorded in Instrument # 1998166153, of the Public Records of Sarasota County, Florida.
16. (Intentionally omitted).
17. Terms and conditions contained in that certain Grant of Perpetual Non-Exclusive Easement In favor of TAYLOR RANCH, LTD., a Florida limited partnership; TAYLOR RANCH, INC., a Florida corporation and Venetian Development, Inc., a Florida corporation, for the purposes of access and underground utilities recorded in Instrument # 1999044368, of the Public Records of Sarasota County, Florida.
18. (Intentionally omitted).
19. (Intentionally omitted).
20. (Intentionally omitted).

21. (Intentionally omitted).
22. Notice of Option to Purchase Lands in Section 32-39-20 in favor of SARASOTA COUNTY PUBLIC HOSPITAL BOARD, as Buyer, recorded in Official Records Book 2785, Page 650, of the Public Records of Sarasota County, Florida.
23. Declaration of Covenants, Conditions, Easements and Restrictions recorded in Instrument # 2004216589, as amended in Instrument # 2005257191 and 2007018906 of the Public Records of Sarasota County, Florida.
24. Declaration of Covenants, Conditions, Easements and Restrictions recorded in Instrument # 2005197548 as amended under Instrument # 2008099652 of the Public Records of Sarasota County, Florida.
25. Amended and Restated Utility Agreement recorded in Instrument # 2007064870 of the Public records of Sarasota County, Florida.
26. Water and Wastewater Interim Utilities Agreement recorded in Instrument # 2005089520, Public Records of Sarasota County, Florida.
27. Easement Agreement recorded in Instrument # 2007150241, of the Public Records of Sarasota County, Florida.
28. (Intentionally omitted).
29. (Intentionally omitted).
30. (Intentionally omitted).
31. (Intentionally omitted).
32. (Intentionally omitted).
33. Easements in favor of Florida Power & Light Company recorded in Official Records Book 2940, Page 1363 and Official Records Book 3002, Page 1261, of the Public Records of Sarasota County, Florida.
34. (Intentionally omitted).
35. (Intentionally omitted).
36. (Intentionally omitted).
37. (Intentionally omitted).
38. (Intentionally omitted).
39. (Intentionally omitted).
40. Easement in favor of the City of North Port recorded in Instrument # 2007158249, of the Public Records of Sarasota County, Florida.
41. (Intentionally omitted).
42. (Intentionally omitted).
43. (Intentionally omitted).
44. (Intentionally omitted).
45. (Intentionally omitted).
46. Notice of Establishment of West Villages Improvement District, Declaration of Consent to Jurisdiction, Agreement between West Villages Improvement District and Fourth Quarter Properties XXXII, LLC, and other instruments pertaining to said District recorded in Instrument #s 2004223490, 2006023618, 2007048565, 2007086623, 2007176566, 2008055051, of the Public Records of Sarasota County, Florida.
47. Water Main Easement in favor of the City of North Port recorded in Instrument # 2008152439, of the Public Records of Sarasota County, Florida.
48. (Deleted)
49. Slope, Drainage, Gateway Feature and Landscape Easement Agreement recorded in Instrument # 2009155886, of the Public Records of Sarasota County, Florida.

50. Subject to Terms, Conditions and Restrictive Covenants contained in that certain Memorandum of Lease between Fourth Quarter Properties XXXII, LLC and Publix Super Markets, Inc., recorded in Instrument # 2008122233; together with First Amendment to Lease and to Memorandum of Lease recorded in Instrument # 2009037412 and re-recorded in Instrument # 2009044358, of the Public Records of Sarasota County, Florida.
51. (Intentionally omitted).
52. Slope Easement to West Villages Improvement District recorded in Instrument # 2013134806, Public Records of Sarasota County, Florida.
53. Landscape, Irrigation and Lighting Easement recorded in Instrument # 2008121063, Public Records of Sarasota County, Florida.
54. Any and all boundary inconsistencies, encroachments and other matters shown on the survey certified by Britt Surveying, Inc. dated March 28, 2014, Job Number 08-09-08A.
55. (Deleted)
56. Common law drainage rights in the streams and watercourses on the property.
57. (Intentionally omitted).
58. (Intentionally omitted).
59. (Intentionally omitted).
60. (Intentionally omitted).
61. Riparian and littoral rights.
62. (Deleted).
63. (Deleted).
64. (Deleted.)
65. General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 26, 2006; First Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 9, 2008; Second Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated February 23, 2009; Third Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 26, 2010; Fourth Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 30, 2012.
66. (Intentionally omitted).
67. (Intentionally omitted).
68. Assignment of Leases and Rents recorded in Instrument # 2002164320, as modified in First Modification Agreement in Instrument # 2004126454, further modified in Second Modification in Instrument # 2005011686, Third Modification in Instrument # 2007054545, Fourth Modification in Instrument # 2008053030, Fifth Modification Agreement in Instrument # 2008060376, , Seventh Modification recorded in Instrument # 2009030319, Amendment to Mortgage Deed and Security Agreement and Amendment to Assignment of Leases and Rents in Instrument # 2009030320, Amended and Restated Mortgage and Security Agreement in Instrument # 2010039123, Modification Agreements in Instrument # 2011013257, 2011030279, 2012051784, 2012095624, 2012132626, and 2013097933, re-recorded in Instrument # 2013106487, and Amended and Restated Assignment of Leases and Rents recorded in Instrument # 2010039124, all of the Public Records of Sarasota County, Florida.

4/28/2023 2:39 PM

Exhibit C

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3023204

Consideration: \$ 11,125,000.00

Record: \$61.00

Doc stamp tax: \$ 77,875.00

Doc Stamp-Deed: \$77,875.00

Prepared by:

WILLIAMS PARKER
HARRISON DIETZ & GETZEN

200 South Orange Avenue

Sarasota, Florida 34236

(941) 366-4800

Attention: Nicole F. Christie, Esq.

Portions of Sarasota County Parcel ID No.: 0783001005 and 0781001000

SPECIAL WARRANTY DEED

STATE OF FLORIDA)

) KNOW ALL BY THESE PRESENTS

COUNTY OF SARASOTA)

THIS SPECIAL WARRANTY DEED is made this 28th day of April 2023 by MAIN STREET RANGLANDS, LLLP, a Florida limited liability limited partnership f/k/a Thomas Ranch Land Partners Village 2A, LLLP, a Florida limited liability limited partnership, having an address at 4901 Vineland Road, Suite 450, Orlando, Florida 32811, the "Grantor," to ENGLEWOOD COMMUNITY HOSPITAL, INC., a Florida corporation, having an address at 1 Park Plaza, Nashville, Tennessee 37203, the "Grantee":

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, sold, and conveyed, and by these presents does grant, sell, and convey unto Grantee, its successors and assigns forever, all the right, title, interest and claim of the said Grantor in and to the following described real property in Sarasota County, Florida, to-wit (the "Property"):

SEE EXHIBIT A, ATTACHED TO AND INCORPORATED HEREIN

The Property herein conveyed shall include Seller's interest in all rights, privileges, and easements appurtenant to the Property described on Exhibit A, including, without limitation, all minerals, oil, gas, and other hydrocarbon substances as well as all air rights, water, and water rights (which shall not include water rights under that certain recorded water restriction recorded in the Official Records as Instrument #2018128694, Public Records of Sarasota County, Florida, as amended) relating to such Property and any easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of such Property.

Exhibit C

TO HAVE AND TO HOLD the Property, unto Grantee, its successors and assigns, forever; and Grantor warrants against only the lawful claims of all persons claiming by, through, or under Grantor.

The conveyance and warranty of title hereunder are expressly subject to those matters set forth on Exhibit B attached hereto and incorporated herein; real estate taxes and assessments for the current year; zoning, buildings, and other governmental laws, ordinances, and regulations; and restrictions, reservations, and easements of record.

Subject to extension by any Force Majeure event (as defined below), in the event that (i) the Permit Date (as defined below) has not occurred on or before the Permit Deadline (as defined below), or (ii) Grantee has not commenced construction of the first phase of development on the above-described property as described in the site plan and development order approved by the City of North Port within 36 months after the Permit Date, then Grantor shall have the option to repurchase the property (the "Repurchase Option") for a price equal to (a) the purchase price of the property which Grantee paid to Grantor, not including attorney's fees and not including costs for interest, taxes, and assessments, plus (b) all direct third-party costs incurred in the acquisition and development of the property paid by Grantee. Grantee shall pay any state, county or city transfer tax, grantor's tax or other similar tax on the recording of the deed in connection with the Repurchase Option; Grantor shall pay any recording fees due on the recording of such deed, shall pay the premium in connection with any title policy and any endorsements requested by Grantor, and shall pay any settlement fee or other fee charged by any title company, escrow agent or closing agent; and each of Grantor and Grantee shall pay its own attorneys' fees. Grantee shall convey marketable title to the property subject only to applicable real estate taxes and assessments for the year of Closing and subsequent years; governmental regulations; and covenants, restrictions, reservations, and easements of record. The property shall be burdened by the Repurchase Option, and the rights and obligations created herein shall be binding upon Grantee and Grantee's respective heirs, successors, and assigns with regard to the property. In any legal proceeding regarding the Repurchase Option between Grantor and Grantee, the prevailing party shall be reimbursed by the other party for reasonable and actual attorney's fees and court costs for both trial and appellate proceedings. "Permit Date" shall mean the date on which Grantee applies to the City of North Port or other appropriate governmental entity for the building/construction permit required to commence construction on the above-described property; "Permit Deadline" shall mean the last day of the 48th complete calendar month occurring after the date this deed is recorded in the official land records of Sarasota County, Florida; "commencement of construction" shall mean commencement of Grantee's site work at the property; and "Force Majeure event" shall mean act of God, act of war, act of terrorism, or act of the public enemy; national emergency, governmental restriction upon the use or availability of labor or materials, strike, embargo, civil insurrection, or riot; racial or civil rights disorders or demonstration; flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkhole, earthquake, or other casualty, disaster, or catastrophe; judgment, restraining order, or injunction of any court; or pandemic or other infectious disease. Notwithstanding anything herein to the contrary, the Repurchase Option shall terminate, expire and be of no further force and effect upon commencement of construction of the first phase of development on the above-described property as described in the site plan and development order approved by the City of North Port. After expiration and termination of the Repurchase Option as provided herein, Grantor shall execute and deliver any reasonable recordable documentation requested by Grantee to document of record the expiration and termination of the Repurchase Option; provided, however, that any failure to execute and/or record such documentation shall not affect the effectiveness of the expiration and termination of the Repurchase Option as herein provided.

IN WITNESS WHEREOF, the said Grantor has executed this deed under seal on the date aforesaid.

WITNESSES:

[Signature]
Print Name: STEVEN L. LEWIS
[Signature]
Print Name: Jeremy Waters

GRANTOR:

MAIN STREET RANCLANDS, LLLP
a Florida limited liability limited partnership

By: *[Signature]*
Richard P. Severance, Vice President

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me by means of physical presence this 27th day of April 2023 by Richard P. Severance, as Vice President of Main Street Ranchlands, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. The above-named person is [] personally known to me or [] proved the following identification
N/A

[Signature]
Notary Public
CORRIE L. DINOFF
Printed Name



My Commission Expires: 7/25/2026

EXHIBIT A
Legal Description

The Land referred to herein below is situated in the County of Sarasota, State of Florida, and is described as follows:

A tract of land lying in Sections 31 & 32, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of Tract 300 (Radiant Way) of Wellen Park Downtown Phase 1 recorded in Plat Book 54, Page 331 of the Public Records of Sarasota County, Florida; thence **N.89°38'31"W.** along the south right-of-way line of U.S. 41/S.R.45/South Tamiami Trail (100 foot wide public right-of-way, Florida Department of Transportation Section 17010-2508) recorded in Road Plat Book 1, Page 1 and Order of Taking, Official Records Book 1039, Page 762 of said Public Records, a distance of 598.52 feet to the POINT OF BEGINNING; thence **S.00°21'29"W.**, a distance of 442.43 feet; thence **S.42°18'03"W.**, a distance of 1,228.80 feet to a point on the easterly right-of-way line of Preto Boulevard (130' wide public right-of-way) recorded in Official Records Instrument Number 2020005361 of said Public Records; the following six (6) calls are along said easterly right-of-way line of Preto Boulevard: (1) thence **N.47°52'00"W.**, a distance of 347.13 feet to a point of curvature of a curve to the left having a radius of 760.00 feet and a central angle of 14°22'16"; (2) thence **Northwesterly** along the arc of said curve, a distance of 190.63 feet, to the point of curvature of a reverse curve to the right having a radius of 335.00 feet and a central angle of 101°03'45"; (3) thence **Northerly** along the arc of said curve, a distance of 590.90 feet, to the point of curvature of a reverse curve to the left having a radius of 465.00 feet and a central angle of 38°28'09"; (4) thence **Northerly** along the arc of said curve, a distance of 312.21 feet, to the point of tangency of said curve; (5) thence **N.00°21'21"E.**, a distance of 191.15 feet to a point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 36°52'20"; (6) thence **Northeasterly** along the arc of said curve, a distance of 16.09 feet, to the end of said curve; the following two calls are along the south line and west line of lands described in a Warranty Deed recorded in Official Records Instrument Number 2022127911 of said Public Records: (1) thence **S.89°38'08"E.**, a distance of 28.50 feet; (2) thence **N.00°20'03"W.**, a distance of 10.00 feet; the following seven (7) calls are along said south right-of-way line of U.S. 41/S.R.45/South Tamiami Trail: (1) thence **S.89°38'42"E.**, a distance of 71.76 feet; (2) thence **N.86°55'21"E.**, a distance of 100.12 feet; (3) thence **S.89°38'31"E.**, a distance of 524.70 feet; (4) thence **S.80°32'48"E.**, a distance of 101.22 feet; (5) thence **S.89°38'31"E.**, a distance of 75.10 feet; (6) thence **N.81°16'04"E.**, a distance of 101.27 feet; (7) thence **S.89°38'31"E.**, a distance of 239.09 feet to the POINT OF BEGINNING.

EXHIBIT B TO SPECIAL WARRANTY DEED

Permitted Exceptions

1. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
2. Easement in favor of Florida Power & Light Company recorded in Book 2940, Page 1363.
3. Easement in favor of Florida Power & Light Company recorded in Book 3002, Page 1261.
4. Subject to any reservations and right of reverter relating to any recorded or unrecorded easement land that may lie within the right-of-way of State Road No. 45, in Favor of Florida Power & Light Company as reserved in that certain Quit Claim Deed recorded in Book 1021, Pages 1908 through 1914, inclusive.
5. Notice of Stipulations recorded in Book 1823, Page 2263.
6. Amended and Restated Utility Agreement recorded in Instrument No. 2007064870. Said document contains provisions creating easements, conditions, and restrictions.
7. Water and Wastewater System Interim Utilities Agreement and Easements and Right of Access as recorded in Instrument No. 2005089520.
8. Easement Agreement recorded in Instrument No. 2007150241.
9. Notice of Establishment of the West Villages Improvements District and its Unit of Development No. 1 recorded in Instrument No. 2004223490.
10. Notice of Promissory Note Sale recorded in Instrument No. 2006023618.
11. Ordinance No. 07-39 recorded in Instrument No. 2007176566.
12. West Villages Improvement District Unit of Development No. 1 recorded in Instrument No. 2017111575.
13. Collateral Assignment and Assumption of Development Rights recorded in Instrument No. 2017111576.
14. Declaration of Consent recorded in Instrument No. 2017111577.
15. Declaration of Consent recorded in Instrument No. 2017111582.
16. Recorded Notice of Environmental Resource Permit recorded in Instrument No. 2018070339.
17. Resolution No. 2018-10 recorded in Instrument No. 2018084717.
18. Ordinance No. 2018-08 recorded in Instrument No. 2018105750.
19. Restrictive Covenant recorded in Instrument No. 2018128694.
20. Notice of Establishment recorded in Instrument No. 2018142894.
21. Agreement Granting Non-Exclusive Perpetual Easement recorded in Instrument No. 2020005362 as corrected in Instrument No. 2020073141.
22. West Villages Developer Agreement (Post Annexation) recorded in Instrument No. 2020042302 as affected by Joinder and Consent recorded in Instrument No. 2020042589.
23. Declaration of Restrictive Covenants and Rights recorded in Instrument No. 2021153734.

24. Agreement Regarding the Inclusion of Certain Real Property recorded in Instrument No. 2022119302.
25. Notice of Amended Boundary of the West Villages Improvement District recorded in Instrument No. 2022121327.
26. Utility Easement recorded in Instrument No. 2021049115.
27. Memorandum of Agreement for West Villages Developer Agreement (Post Annexation) and Joinder and Consent recorded in Instrument No. 2020042654.
28. General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 26, 2006; First Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 9, 2008; Second Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated February 23, 2009; Third Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 26, 2010; Fourth Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 30, 2012.
29. Terms and conditions of the Agreement Relating to Additional Wastewater Capacity for West Villages between West Villages, LLLP, a Florida limited liability partnership, and Divosta Homes, LP, a Delaware limited partnership, and Lennar Homes, LLC a Florida limited liability company, and West Villages Improvement District, an independent special district of the State of Florida, and the City of North Port, Florida recorded in 2018010761.
30. Sidewalk easements, terms, and provisions described in Resolution No. 2022-R-63 of the City Commission of the City of North Port, Florida recorded in Official Records Book Instrument No. 2022170391.
31. Easement, granted from Main Street Ranchlands, LLLP, to Florida Power & Light Company, recorded in Instrument No. 2022170922.
32. Terms and conditions of the Agreement Regarding the Inclusion of Certain Real Property in Unit of Development No. 1 between West Villages Improvement District, and DD Sunglow Blvd., LLC, and Rodney A. Short, and Widewaters Magnum 2020 Company, LLC, and American Equities Partners, LLC, and WP Venice, LLC, and Fulbright Holdings, LLC, Twenty Three Realty, LLC, and Main Street Ranchlands, LLLP, and Toll Southeast LP Company, Inc., and Manasota Beach Ranchlands, LLLP, and Lennar Homes, LLC recorded in 2022197410.
33. Amended and Restated Notice of Establishment of the West Villages Improvement District Unit of Development No. 1 by West Villages Improvement District, recorded in Official Records Book Instrument No. 2022198036.

34. West Villages Improvement District Unit of Development No. 1 Amended and Restated Notice of Series 2017 Special Assessments and Government Lien of Record, recorded in Official Records Book Instrument No. 2022198138.
35. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Joseph R. Jasper, Stantec Consulting Services, Inc., on February 7, 2023, last revised April 18, 2023, designated Job No. 215617523:
 - a. Rights of the public, municipality, and others in the ditch running along the northerly and easterly boundaries and near the most southerly corner of the Land; and
 - b. Encroachment of fence onto easements recorded in Instrument Nos. 2021049115 and 2022170922.
36. Declaration of Covenants, Conditions, Easements, and Restrictions for Wellen Park Downtown recorded in Instrument No. 2020170396, as affected by First Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions for Wellen Park Downtown recorded in the Public Records of Sarasota County, Florida.
37. Easement, terms, and provisions of Reciprocal Easement Agreement recorded in Public Records of Sarasota County, Florida.
38. Option to repurchase and terms and provisions related thereto in Special Warranty Deed recorded in the Public Records of Sarasota County, Florida.

PLAT PROPERTY INFORMATION REPORT

Showing Information Required by F.S. 177.041 Prior to Platting Lands

Issuer: Attorneys' Title Fund Services, LLC
Recipient: Williams Parker Harrison Dietz & Getzen, PLLC

Fund File Number: 1408051

Provided For: Williams Parker Harrison Dietz & Getzen, PLLC **Agent's File Reference:** Downtown Ph
2 Plat

Effective Date of Search: May 23, 2023 at 11:00 PM

Description of Real Property Situated in Sarasota County, Florida:

See Exhibit A

Record Title Vested in:

MAIN STREET RANCLANDS, LLLP, a Florida limited liability limited partnership, by virtue of merger with Thomas Ranch Land Partners Village 2A, LLLP, a Florida limited liability limited partnership, by Special Warranty Deed recorded in Instrument Number [2014062919](#), and Certificate of Merger recorded in Instrument Number [2015141233](#), Public Records of Sarasota County, Florida.

Prepared Date: June 1, 2023

Attorneys' Title Fund Services, LLC

Prepared by: Peggy Frook, Senior Examiner

Phone Number: (800) 228-8137 x6604

Email Address: PFrook@TheFund.com

PLAT PROPERTY INFORMATION REPORT

Exhibit C

Fund File Number: 1408051

The following mortgages are all the mortgages of record that have not been satisfied or released of record nor otherwise terminated by law:

1. Nothing Found

Other encumbrances affecting the title:

1. Declaration of Covenants, Conditions, Easements and Restrictions recorded in Instrument Number [2004216589](#), as amended in Instrument Number [2005257191](#) and Instrument Number [2007018906](#) of the Public Records of Sarasota County, Florida, limited to provisions creating easements in paragraphs 5.1 and 5.3.
2. Declaration of Covenants, Conditions, Easements and Restrictions recorded in Instrument Number [2005197548](#) as amended under Instrument Number [2008099652](#) of the Public Records of Sarasota County, Florida, limited to provisions creating easements in paragraph 3.3.
3. 2019 Amended and Restated Utilities Agreement recorded in Instrument Number [2019125013](#), Public records of Sarasota County, Florida, which contain provisions creating easements, use restrictions, and charges in favor of the City of North Port.
4. Notice of Establishment of West Villages Improvement District, Declaration of Consent to Jurisdiction, Agreement between West Villages Improvement District and Fourth Quarter Properties XXXII, LLC, and other instruments pertaining to said District recorded in Instrument Number [2004223490](#), Instrument Number [2005023829](#), Instrument Number [2005032617](#), Instrument Number [2005149323](#), Instrument Number [2006023618](#), Instrument Number [2006023619](#), Instrument Number [2007048565](#), Instrument Number [2007086622](#), Instrument Number [2007086623](#), Instrument Number [2007176566](#), Instrument Number [2008055051](#), Instrument Number [2008055052](#), Instrument Number [2008055053](#), Instrument Number [2016034012](#), Instrument Number [2016036451](#), Instrument Number [2016047842](#), Instrument Number [2016142210](#), Instrument Number [2016142211](#), Instrument Number [2016142212](#), Instrument Number [2016142213](#), Instrument Number [2016142214](#), Instrument Number [2016142215](#), Instrument Number [2016142216](#), Instrument Number [2016142217](#), Instrument Number [2017013324](#), Instrument Number [2017111575](#), Instrument Number [2017111576](#), Instrument Number [2017111577](#), Instrument Number [2017111578](#), Instrument Number [2017111579](#), Instrument Number [2017111580](#), Instrument Number [2017111581](#), Instrument Number [2017111582](#), Instrument Number [2017111583](#), Instrument Number [2017111584](#), Instrument Number [2017111585](#), Instrument Number [2018000839](#), Instrument Number [2018000840](#), Instrument Number [2018084717](#), Instrument Number [2018105750](#), Instrument Number [2018142894](#), Instrument Number [2018154491](#), Instrument Number [2018164671](#), Instrument Number [2019007882](#), Instrument Number [2019135923](#), Instrument Number [2019143575](#), Instrument Number [2022119302](#), Instrument Number [2022121327](#), Instrument Number [2022121328](#), Instrument Number [2022198036](#), Instrument Number [2022198138](#), Instrument Number [2022198195](#), Public Records of Sarasota County, Florida.
5. Easements in favor of Florida Power & Light Company recorded in Official Records Book [2940, Page 1363](#) and Official Records Book [3002, Page 1261](#), Public Records of Sarasota County, Florida.
6. Ordinance No. 2015-11 of the City of North Port (annexation) recorded in Instrument Number [2015066571](#), Public Records of Sarasota County, Florida.
7. Ordinance No. 2015-18 of the City of North Port (rezoning) recorded in Instrument Number [2015096413](#), Public Records of Sarasota County, Florida.

PLAT PROPERTY INFORMATION REPORT

Fund File Number: 1408051

8. Recorded Notices of Environmental Resource Permit recorded in Instrument Number [2018070339](#) and Instrument Number [2018126427](#), Public Records of Sarasota County, Florida.
9. Agreement Relating to Additional Wastewater Capacity for West Villages recorded in Instrument Number [2018010761](#), Public Records of Sarasota County, Florida.
10. Restrictive Covenant recorded in Instrument Number [2018128694](#), Public Records of Sarasota County, Florida.
11. Irrigation Water Supply Agreement recorded in Instrument Number [2018159052](#), as amended by First Amendment to Irrigation Water Supply Agreement recorded in Instrument Number [2021205095](#), and Second Amendment to Irrigation Water Supply Agreement recorded in Instrument Number [2022123786](#), Public Records of Sarasota County, Florida. Public Records of Sarasota County, Florida.
12. Easement Agreement (Stormwater Drainage and Flowage) by and between Taylor Ranch, LTD., a Florida limited partnership, Taylor Ranch, Inc., a Florida corporation and Sarasota County Public Hospital Board, recorded in O.R. Book [3065, Page 606](#); together with Confirmation of Flowage Rights recorded in Instrument Number [2015141225](#), re-recorded in Instrument Number [2015143264](#), and Partial Release of Easement Documents recorded in Instrument Number [2018098598](#), Public Records of Sarasota County, Florida.
13. West Villages Developer Agreement (Post Annexation) recorded in Instrument Number [2020042302](#); together with Joinder and Consent recorded in Instrument Number [2020042589](#), Public Records of Sarasota County, Florida.
14. Memorandum of Agreement for West Villages Developer Agreement (Post Annexation) and Joinder and Consent recorded in Instrument Number [2020042654](#), Public Records of Sarasota County, Florida.
15. Covenants, conditions, and restrictions contained in the Declaration of Covenants, Conditions, Easements, and Restrictions for Wellen Park Downtown recorded in Instrument Number [2020170396](#), as amended by First Amendment recorded in Instrument Number [2023069555](#), Public Records of Sarasota County, Florida, which contain provisions creating easements and/or assessments.
16. Utility Easement recorded in Instrument Number [2021049115](#), Public Records of Sarasota County, Florida.
17. Declaration of Restrictive Covenants and Rights recorded in Instrument Number [2021153734](#), Public Records of Sarasota County, Florida.
18. Traffic Signal Pole and Maintenance Easements recorded in Instrument Number [2021163057](#) and Instrument Number [2021216151](#), Public Records of Sarasota County, Florida.
19. City of North Port Resolution No. 2021-R-35 recorded in Instrument Number [2021216187](#), Public Records of Sarasota County, Florida.
20. Easement to Florida Power & Light Company recorded in Instrument Number [2021180602](#), Public Records of Sarasota County, Florida.
21. Agreement Regarding the Construction, Operation, and Maintenance of Pond Interconnect Improvements and Ownership Transfer of Well 81 recorded in Instrument Number [2022021135](#), Public Records of Sarasota County, Florida.
22. City of North Port Resolution No. 2022-R-63 recorded in Instrument Number [2022162158](#), and Resolution No. 2022-R-63 recorded in Instrument Number [2022170391](#), Public Records of Sarasota County, Florida.

PLAT PROPERTY INFORMATION REPORT

Fund File Number: 1408051

23. Restrictive Covenant recorded in Instrument Number [2023069559](#), Public Records of Sarasota County, Florida.
24. Any liens created or levied pursuant to West Villages Improvement District.
25. Rights of the lessees under unrecorded leases.

This search is provided pursuant to the requirements of section 177.041, F.S. for the uses and purposes specifically stated therein and is not to be used as the basis for issuance of an insurance commitment and/or policy.

The information contained herein is furnished for information only.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

PLAT PROPERTY INFORMATION REPORT**Exhibit A**

Fund File Number: 1408051

A tract of land of lying in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Begin at the northwest corner of Tract 300 (Radiant Way) of Wellen Park Downtown Phase 1 recorded in Plat Book [54, Page 331](#) of the Public Records of Sarasota County, Florida, said point being the point of curvature of a curve to the right, having a radius of 50.00 feet and a central angle of $89^{\circ}38'31''$; the following eight (8) calls are along the westerly line of said Tract 300 (Radiant Way and Sunglow Boulevard) of Wellen Park Downtown Phase 1: (1) thence Southeasterly along the arc of said curve, a distance of 78.23 feet, said curve having a chord bearing and distance of $S.44^{\circ}49'16''E.$, 70.49 feet, to the point of tangency of said curve; (2) thence $S.00^{\circ}00'00''E.$, a distance of 373.48 feet to a point of curvature of a curve to the left having a radius of 733.33 feet and a central angle of $13^{\circ}27'59''$; (3) thence Southerly along the arc of said curve, a distance of 172.36 feet, to the point of tangency of said curve; (4) thence $S.13^{\circ}27'59''E.$, a distance of 3.94 feet to a point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of $87^{\circ}07'51''$; (5) thence Southwesterly along the arc of said curve, a distance of 38.02 feet, to the point of curvature of a reverse curve to the left having a radius of 1,140.33 feet and a central angle of $31^{\circ}21'49''$; (6) thence Southwesterly along the arc of said curve, a distance of 624.21 feet, to the point of tangency of said curve; (7) thence $S.42^{\circ}18'03''W.$, a distance of 886.92 feet to a point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of $93^{\circ}55'18''$; (8) thence Westerly along the arc of said curve, a distance of 81.96 feet, to a point on the easterly right-of-way line of Preto Boulevard (130' wide public right-of-way) recorded in Official Records Instrument Number [2020005361](#) of said Public Records, also being the point of curvature of a reverse curve to the left having a radius of 760.00 feet and a central angle of $04^{\circ}05'21''$; the following seven (7) calls are along said easterly right-of-way line: (1) thence Northwesterly along the arc of said curve, a distance of 54.24 feet, to the point of tangency of said curve; (2) thence $N.47^{\circ}52'00''W.$, a distance of 684.51 feet to a point of curvature of a curve to the left having a radius of 760.00 feet and a central angle of $14^{\circ}22'16''$; (3) thence Northwesterly along the arc of said curve, a distance of 190.63 feet, to the point of curvature of a reverse curve to the right having a radius of 335.00 feet and a central angle of $101^{\circ}03'45''$; (4) thence Northerly along the arc of said curve, a distance of 590.90 feet, to the point of curvature of a reverse curve to the left having a radius of 465.00 feet and a central angle of $38^{\circ}28'09''$; (5) thence Northerly along the arc of said curve, a distance of 312.21 feet, to the point of tangency of said curve; (6) thence $N.00^{\circ}21'21''E.$, a distance of 191.15 feet to a point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of $36^{\circ}52'20''$; (7) thence Northeasterly along the arc of said curve, a distance of 16.09 feet, to the end of said curve; the following two calls are along the south line and west line of lands described in a Warranty Deed recorded in Official Records Instrument Number [2022127911](#) of said Public Records: (1) thence $S.89^{\circ}38'08''E.$, a distance of 28.50 feet; (2) thence $N.00^{\circ}20'03''W.$, a distance of 10.00 feet; the following seven (7) calls are along the south right-of-way line of U.S.41/S.R.45/South Tamiami Trail (public right-of-way, Florida Department of Transportation Section 17010-2508) recorded in Road Plat Book [1, Page 1](#) and Order of Taking, Official Records Book [1039, Page 762](#) of said Public Records: (1) thence $S.89^{\circ}38'42''E.$, a distance of 71.76 feet; (2) thence $N.86^{\circ}55'21''E.$, a distance of 100.12 feet; (3) thence $S.89^{\circ}38'31''E.$, a distance of 524.70 feet; (4) thence $S.80^{\circ}32'48''E.$, a distance of 101.22 feet; (5) thence $S.89^{\circ}38'31''E.$, a distance of 75.10 feet; (6) thence $N.81^{\circ}16'04''E.$, a distance of 101.27 feet; (7) thence $S.89^{\circ}38'31''E.$, a distance of 837.61 feet to the POINT OF BEGINNING.



**CITY OF NORTH PORT
PLAT REVIEW COMMENTS**

Discipline: Surveying
Reviewed by: Steven M. Watts, PSM
Review Date: 01/24/2024
Phone: (954)266-6482
Email: swatts@cgasolutions.com

Plat Name: **PLF-23-259 WELLEN PARK DOWNTOWN PHASE 2**
CGA Project Number: 23-7758

Comments Based on Plan Submittal Date: 1/12/2024

No comments
 Comments as follows or attached

Approved

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