



STAFF REPORT

Preto Boulevard South Extension, Plat No. 1

Final Plat

From: Carl Benge, AICP, Planner III

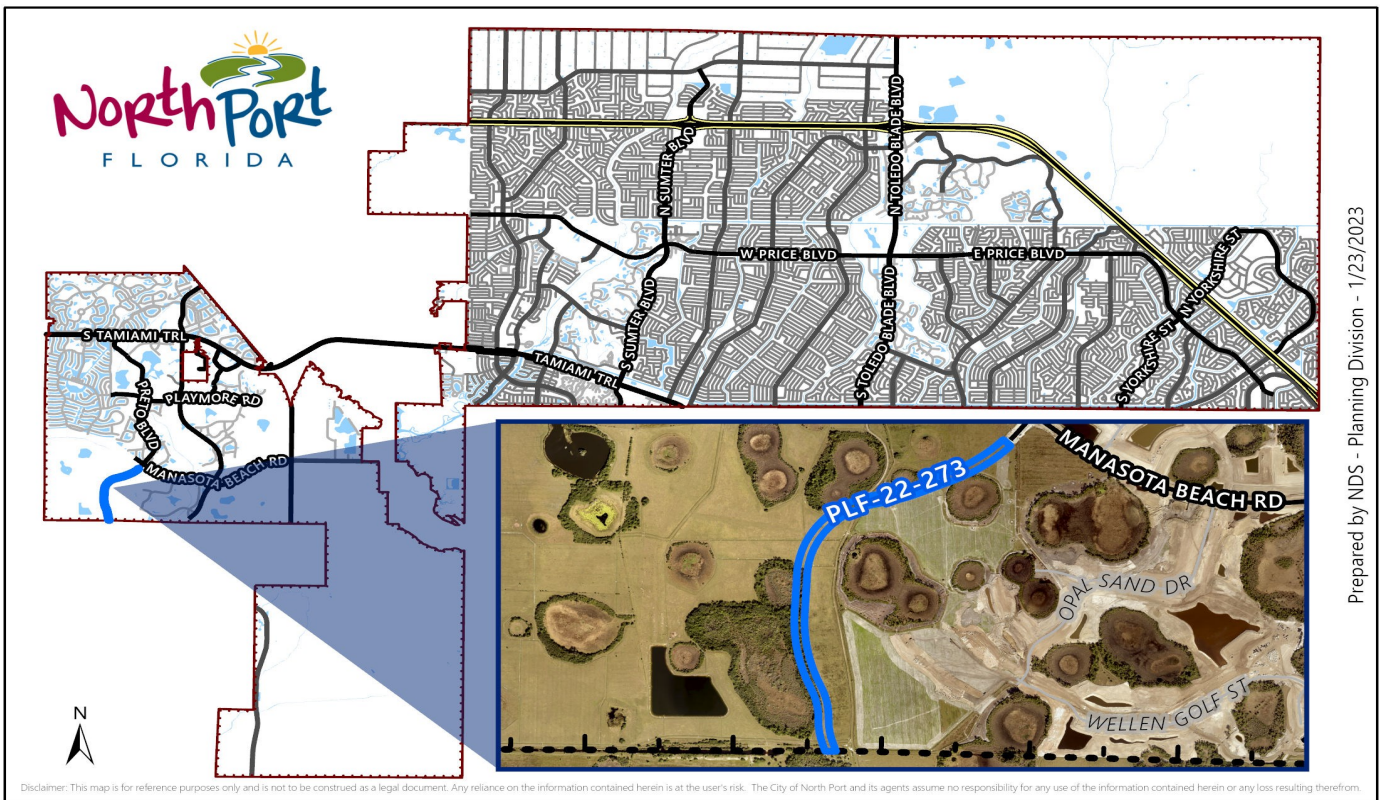
Thru: Lori Barnes, AICP, CPM, Planning & Zoning Division Manager

Thru: Alaina Ray, AICP, Neighborhood Development Services Director

Thru: Jason Yarborough, ICMA-CM, Assistant City Manager

Thru: A. Jerome Fletcher II, ICMA-CM, MPA, City Manager

Date: March 16, 2023



Prepared by NDS - Planning Division - 1/23/2023

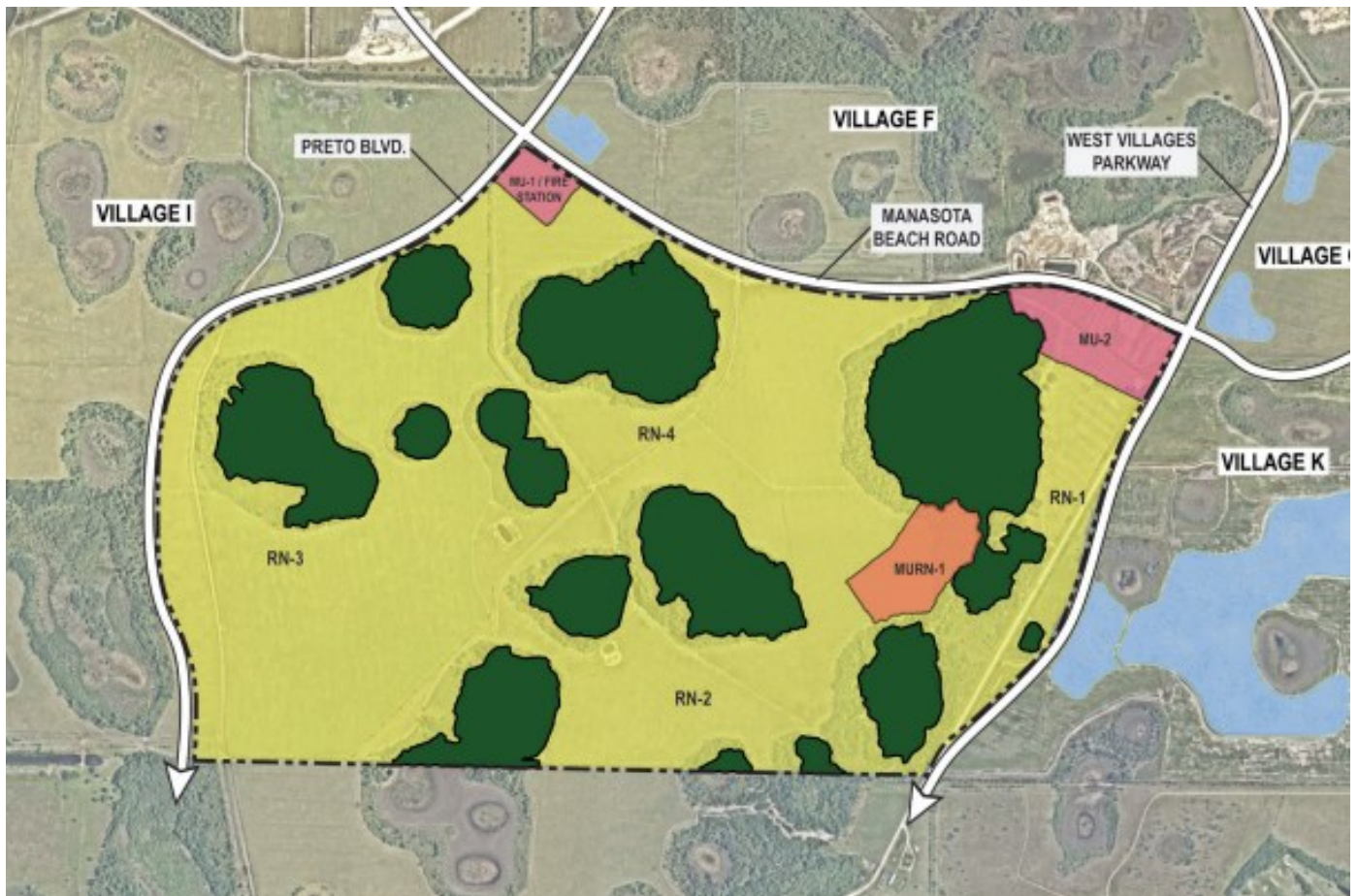
PROJECT:	PLF-22-273, Preto Blvd South Extension, Plat No. 1 (QUASI-JUDICIAL)
REQUEST:	Approval of Preto Blvd South Extension, Plat No. 1
APPLICANT:	John Luczynski on behalf of Manasota Beach Ranchlands, LLLP and Lennar Homes, LLC
OWNERS:	Manasota Beach Ranchlands, LLLP (0807-00-1000 & 0805-00-1000) and Lennar Homes, LLC (0807-11-5000)
LOCATION:	Within Village E; South of the US-41, West of River Road, East of Merlot Avenue, and North of Playmore Road (Section 7 & 8, Township 40 South, Range 20 East, North Port, Florida.)
PROPERTY SIZE:	± 18.0137 Acres
ZONING:	Village (V)

I. BACKGROUND

The proposed plat, PLF-22-273 includes the extension of Preto Boulevard from the current intersection with Manasota Beach Road approximately 6,250 LF southwest to the City limits, as well as a replat of a portion of Tract 900. The southeastern end of Preto Blvd South intersects with Tract 900 of the Wellen Park Golf and Country Club, resulting in a decrease in size of Tract 900 of approximately 0.36 acres.

In January 2023, the Subdivision Concept (SCP-22-224) and Infrastructure Plans (INF-22-222) for the Preto Blvd South Extension were approved by staff.

The proposed roadway follows the western boundary of Village I and the eastern boundary of Village J, as a public, collector right-of-way (ROW).



Village J District Plan

II. STAFF ANALYSIS & FINDINGS

2022 FLORIDA STATUTES

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

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

Findings: The final plat was reviewed and approved by the contracted City Surveyor for conformance with the Florida Statutes Chapter 177 Part I.

Conclusion: PLF-22-273 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 Concept Plan (SCP-22-224) for Preto Boulevard South Extension.

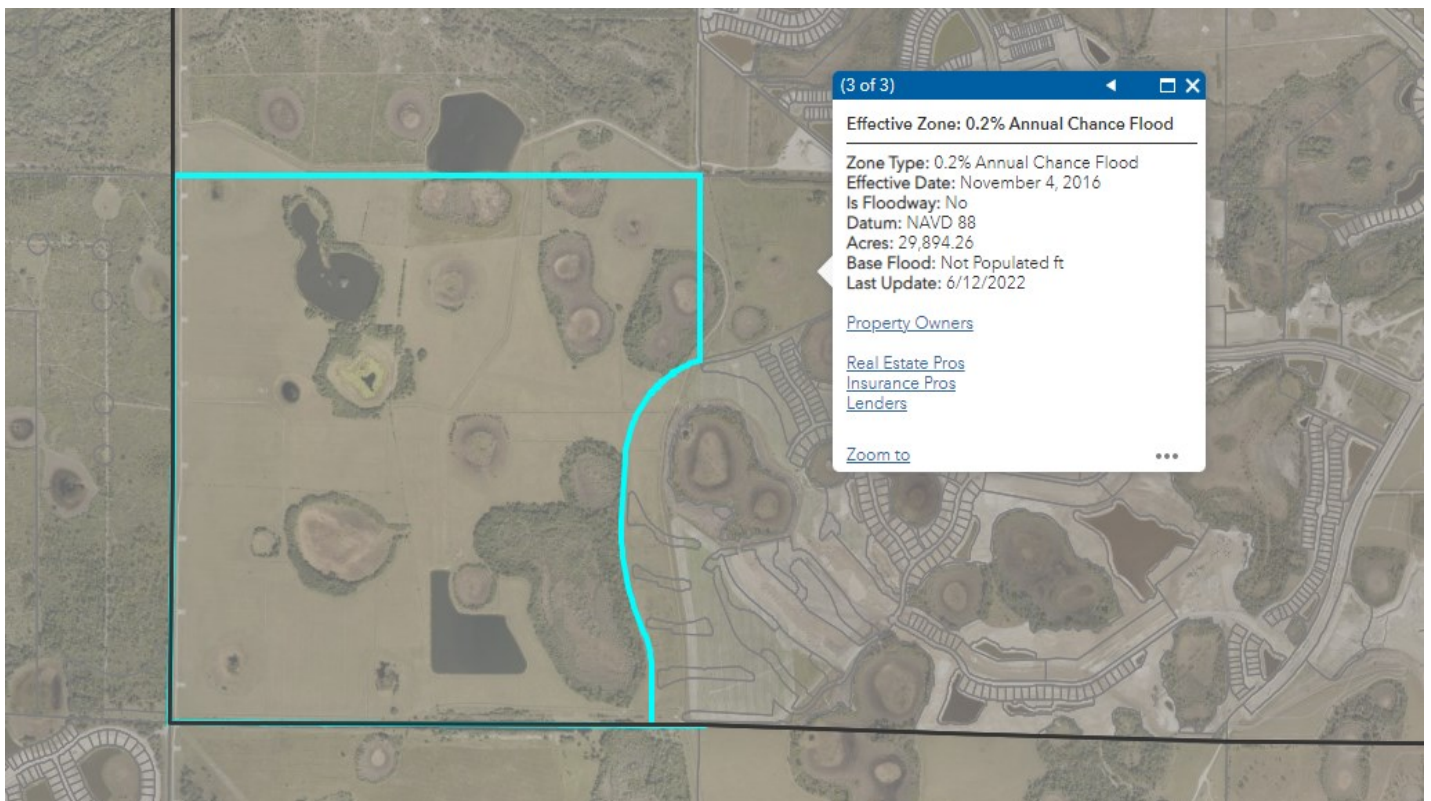
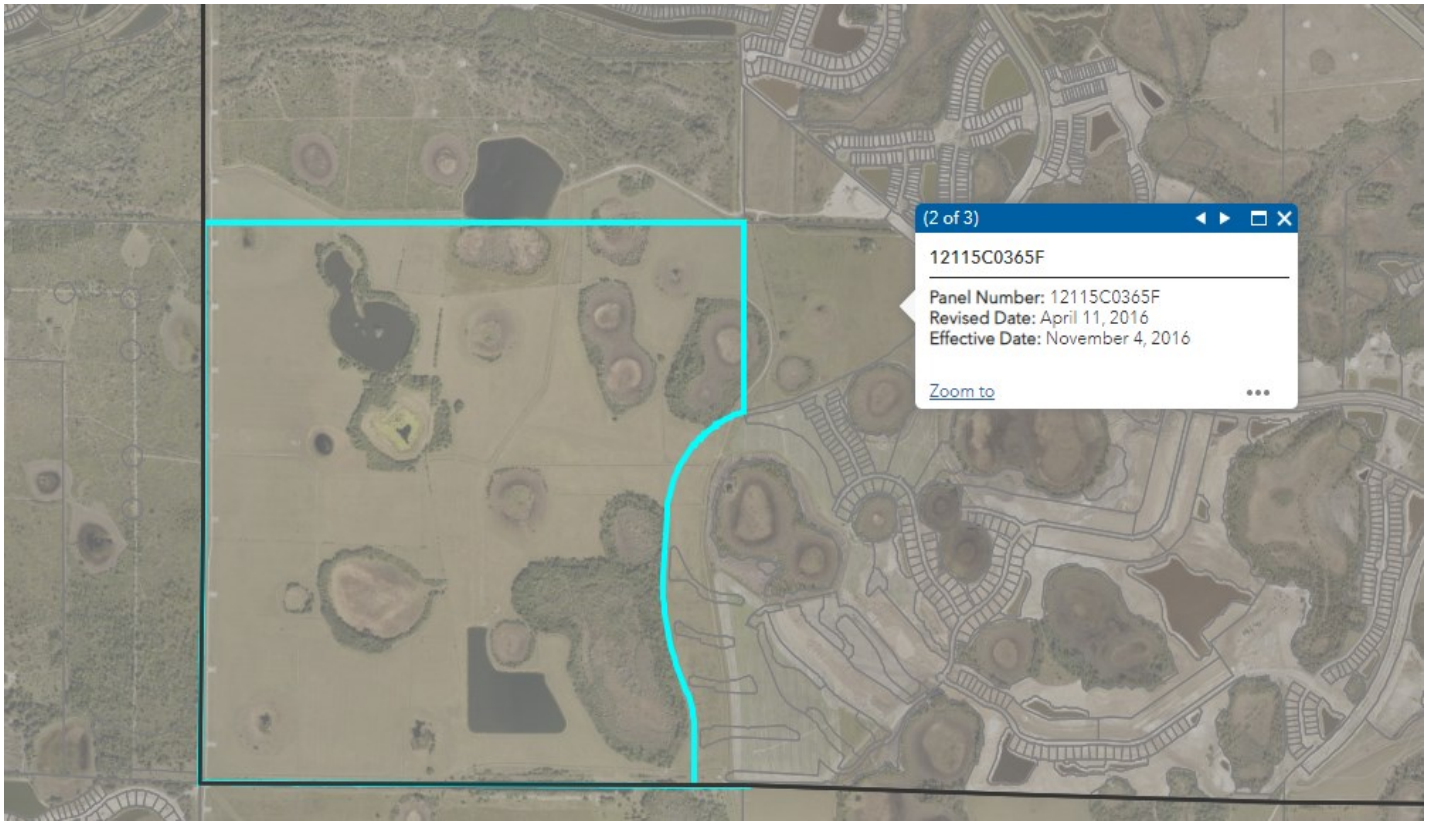
Conclusion: PLF-22-273 conforms with the approved subdivision plan and the ULDC.

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

Flood Zone X (Areas of minimal flood hazard), According to Flood Insurance Rate Map No. 12115C0365F for Sarasota County, Community No. 120279, City of North Port, FL effective November 4, 2016.



III. RECOMMENDED MOTION

Staff recommends **APPROVAL** of Petition No. PLF-22-273, Preto Blvd South Extension:

I move to recommend approval of Petition No. PLF-22-273 as presented and find that based on the competent substantial evidence, the Plat complies with all regulations set forth in the Unified Land Development Code (ULDC) and Florida Statutes Chapter 177.

IV. ALTERNATIVE MOTIONS

Denial of petition No. PLF-22-273, Preto Blvd South Extension. The motion would be as follows:

I move to recommend denial of Petition No. PLF-22-273 and find that, based on the competent substantial evidence shows that the proposed Plat does not comply with the Unified Land Development Code (ULDC) and Florida Statutes Chapter 177.

V. PUBLIC HEARING SCHEDULE

Planning & Zoning Advisory Board Public Hearing	March 16, 2023 9:00 AM or as soon thereafter
City Commission Public Hearing	March 30, 2023 6:00 AM or as soon thereafter


VI. EXHIBITS

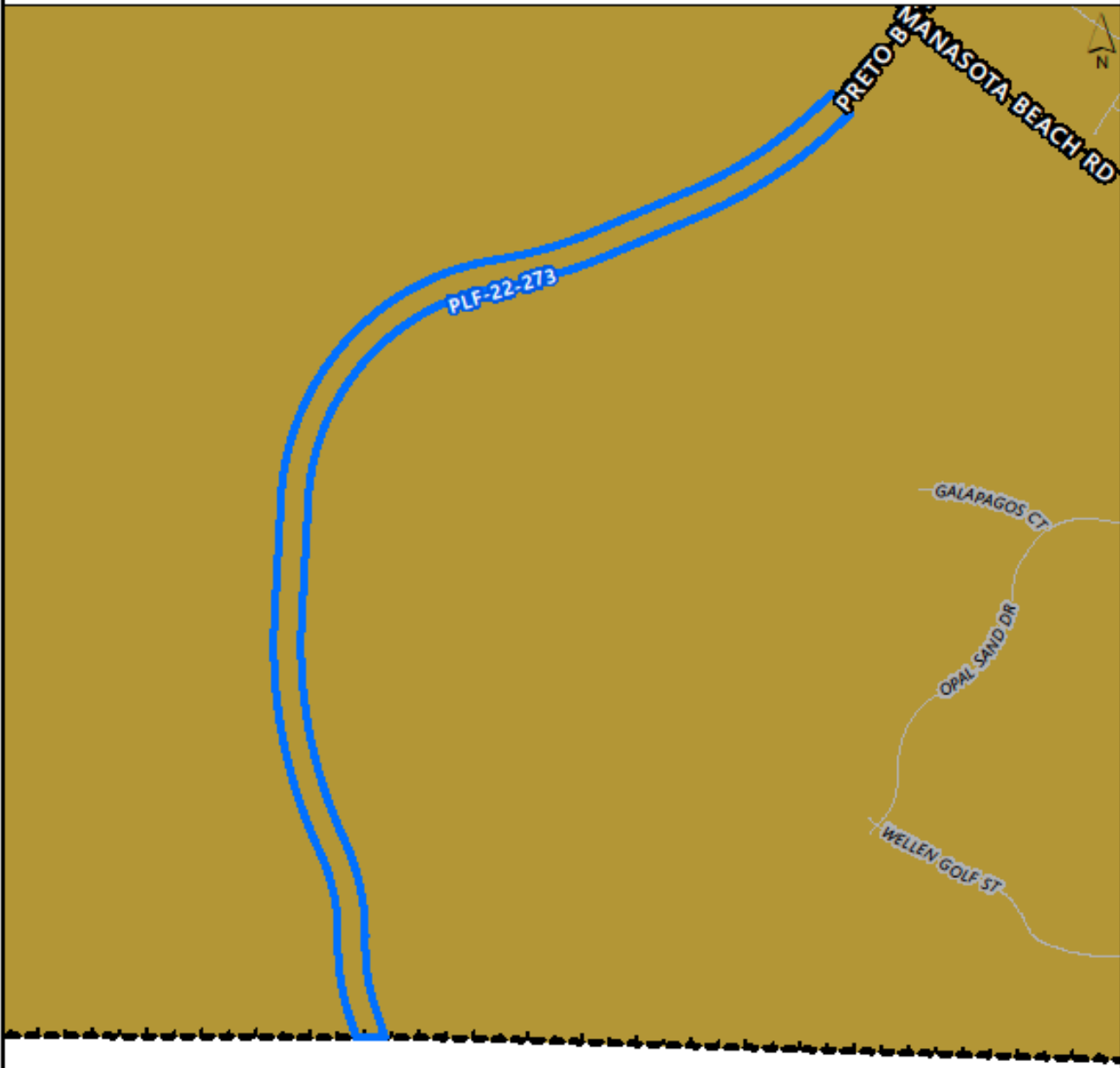
A.	Map Gallery
B.	Affidavit
C.	Title Assurance
D.	City Surveyor's Approval





Current Zoning PLF-22-273, Preto Blvd South Extension Plat No. 1 V, Village

-  Petition Boundary
-  City Boundary
-  (V) Village



0 400 800 Feet

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

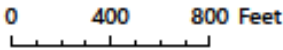
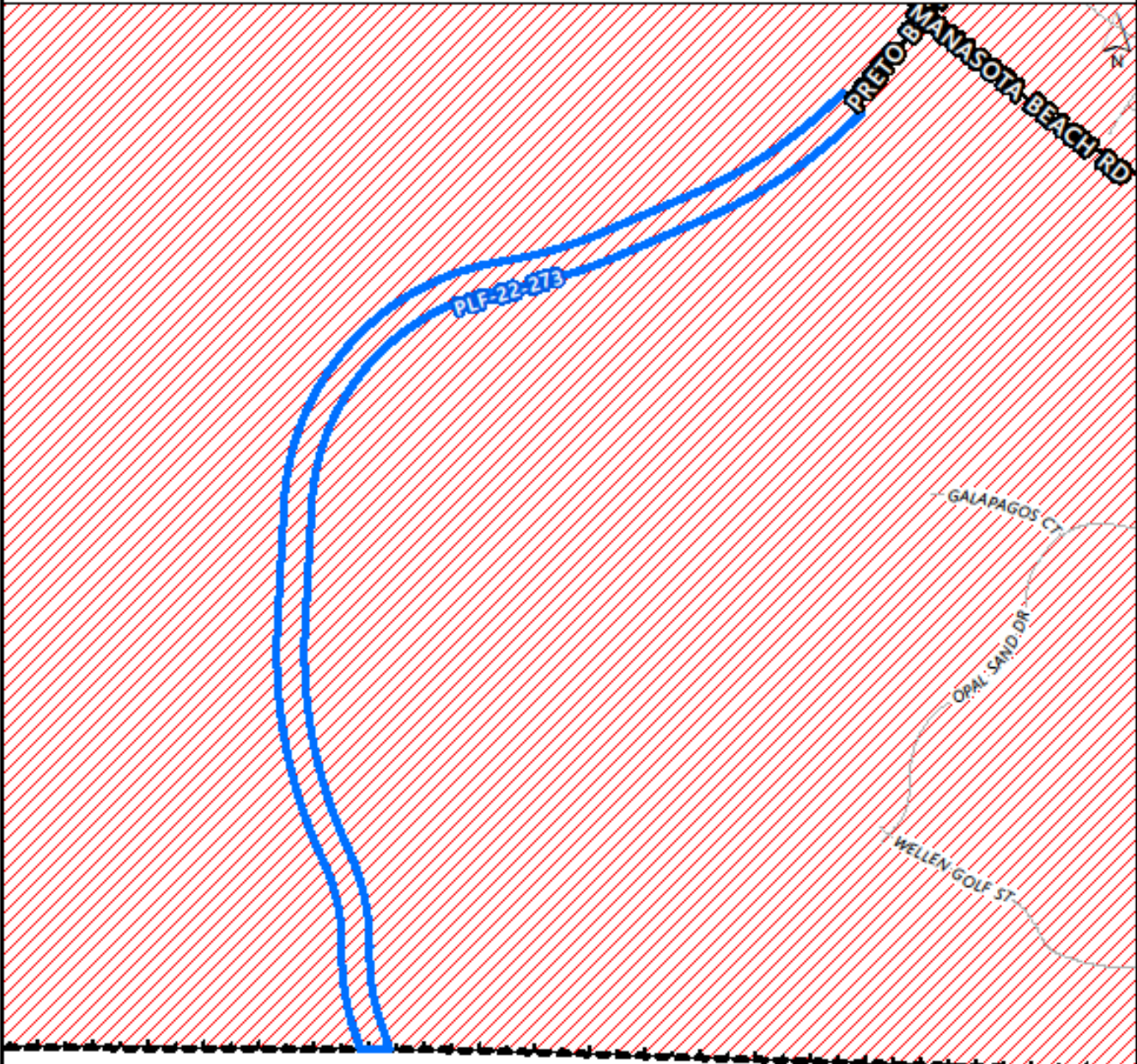


Future Land Use

PLF-22-273, Preto Blvd South Extension Plat No. 1

Village

-  Petition Boundary
-  City Boundary
-  VILLAGE



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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 19th day of December, 2022

[Signature] John E. Luczynski, Senior Vice President
Signature of Applicant or Authorized Agent Print Name and Title

STATE OF Florida COUNTY OF Sarasota
The foregoing instrument was acknowledged by me this 19th day of December, 2022, by John E. Luczynski who is personally known to me or has produced N/A as identification.

[Signature]
Signature - Notary Public



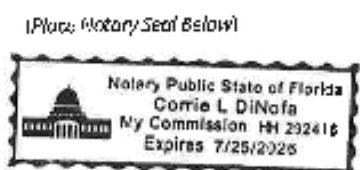
**AFFIDAVIT
AUTHORIZATION FOR AGENT/APPLICANT**

I, John E. Luczynski, property owner, hereby authorize 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] 12/19/22
Owner Date

STATE OF Florida COUNTY OF Sarasota
The foregoing instrument was acknowledged by me this 19th day of December, 2022, by John Luczynski who is personally known to me or has produced N/A as identification.

[Signature]
Signature - Notary Public



Revised 8-30-19 (Reviewed by CAO)

AFFIDAVIT

I (the undersigned), Darin McMurray 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 13th day of December, 2022

[Signature] Darin McMurray
Signature of Applicant or Authorized Agent Print Name and Title

STATE OF Florida COUNTY OF Manatee

The foregoing instrument was acknowledged by me this 13th day of December, 2022, by Darin McMurray who is personally known to me or has produced _____ as identification.

[Signature]
Signature - Notary Public

(Place Notary Seal Below)


**AFFIDAVIT
AUTHORIZATION FOR AGENT/APPLICANT**

I, Darin McMurray, 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

Owner _____ Date December 13, 2022

STATE OF Florida COUNTY OF Manatee

The foregoing instrument was acknowledged by me this 13 day of December, 2022, by Darin McMurray who is personally known to me or has produced _____ as identification.

[Signature]
Signature - Notary Public

(Place Notary Seal Below)


Revised 8-30-19 (Reviewed by CAO)

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2014062917 8 PG(S)
May 29, 2014 12:19:24 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

2

Purchase Price: \$38,677,000
Additional Consideration: \$3,781,000
Doc Tax: \$297,206
Record: \$ 69,500

Doc Stamp-Deed: \$297 206 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 NORTH PORT, LLLP**, a Florida limited liability limited partnership (hereinafter referred to as "Grantee"), having an address of 400 Park Avenue S., Suite 220, Winter Park, Florida 32789, Attn: David Koon.

WITNESSETH:

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

Tax Parcel Identification Numbers: 0783-00-1000, 0784-00-4010, 0785-00-1050, 0785-00-2100, 0785-00-3000, 0786-00-2000, 0788-05-0001, 0797-00-1000, 0799-00-1000, 0801-00-1000, 0804-00-1000, 0805-00-1000, 0807-00-1000, 0809-00-1000, 0811-00-1000.

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

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

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

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

[Signatures appear on the following page]

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

GRANTOR:

Signed, sealed and delivered in the presence of:

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

Lesli L. Leberman
Print
Name: Lesli L. Leberman

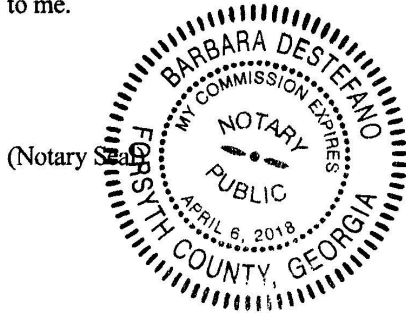
By: *SE Thomas* (SEAL)
Name: Stanley E. Thomas
Title: Manager

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 DESTEFANO
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 C

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

That part of Section 32, lying easterly of the easterly Right of Way Line of West Villages Parkway as described in Official Records Instrument No. 2009155882, and 2010059621, less and except the following:

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

That portion of lands conveyed to the District Board of Trustees of Manatee Junior College, recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida;

All of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), less and except the following:

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

That portion of lands conveyed to the District Board of Trustees of Manatee Junior College, recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida;

Lands conveyed to County of Sarasota in Official Records Book 2389, Page 528 of the Public Records of Sarasota County, Florida;

Lands conveyed to John H. Nevins, as Bishop of the Diocese of Venice, recorded in Official Records Instrument No. 1998166154, of the Public Records of Sarasota County, Florida;

Lands conveyed to West Villages Improvement District in Official Records Instrument No. 2005281157 of the Public Records of Sarasota County, Florida.

The Southwest 1/4 of Section 34, lying West of County Road No. 777, less and except the following:

The North 1/2 of the NW 1/4 of the SW 1/4;

The maintained right-of-way of South River Road (County Road No. 777);

The right-of-way for COUNTY ROAD NO. 777 (as realigned), pursuant to Order of Taking recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida;

Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 1999111833, of the Public Records of Sarasota County, Florida;

Lands conveyed to River Road Office Park, Inc., recorded in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida;

Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 2008060371, of the Public Records of Sarasota County, Florida;

Lands conveyed to West Villages Improvement District recorded in Official Records Instrument No. 2011005442, of the Public Records of Sarasota County, Florida.

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

The West Half of Section 3, less and except the following:

The right-of-way for COUNTY ROAD NO. 777 (as realigned), pursuant to Order of Taking recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida;

Lands conveyed to River Road Office Park, Inc., recorded in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida;

Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 2008060371 and 2008060374, of the Public Records of Sarasota County, Florida;

Lands conveyed to West Villages Improvement District, recorded in Official Records Instrument No. 2009021691, of the Public Records of Sarasota County, Florida.

All of Section 4, less and except the following:

Lands conveyed to River Road Office Park, Inc., recorded in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida.

All of Section 5, less and except the following:

Lands conveyed to DiVosta Homes, L.P., recorded in Official Records Instrument No. 2004012753, of the Public Records of Sarasota County, Florida;

Lands conveyed to West Villages Improvement District, recorded in Official Records Instrument No. 2007188871, of the Public Records of Sarasota County, Florida;

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

All of Section 6, less and except the following:

Lands conveyed to DiVosta Homes, L.P., recorded in Official Records Instrument No. 2004012753, of the Public Records of Sarasota County, Florida.

All of Section 7;

All of Section 8;

All of Section 9.

The West Half of Section 10, less and except the following:

Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 2008060371 and 2008060374, of the Public Records of Sarasota County, Florida.

Tract contains 4265.6842 Acres, more or less.

EXHIBIT "B"

Permitted Exceptions for Tract C

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

The following matters (which are reflected in the title commitment 16-2013-000351 Issued through Old Republic National Title Insurance Company):

4. Easements in favor of Florida Power & Light Company recorded in Deed Book 98, Page 314, of the Public Records of Sarasota County, Florida.
5. Telephone Distribution Easement Deed in favor of GTE Incorporated, a Florida corporation recorded in Official Records Book 2793, Page 172, of the Public Records of Sarasota County, Florida.
6. Easements in favor of Sarasota County for the purposes of water supply distribution and sewerage collection and related matters recorded in Official Records Book 2702, Page 2442 and Subordination of Utility Interest and Agreement for Reimbursement for Additional Facility Relocations recorded in Official Records Book 2758, Page 642 ; of the Public Records of Sarasota County, Florida.
7. Easements in favor of Sarasota County Public Hospital Board recorded in Official Records Book 2785, Page 641 ; Official Records Book 3065, Page 606 and Official Records Book 3108, Page 2455 together with Amendment recorded under Instrument # 2007026896, of the Public Records of Sarasota County, Florida.
8. (Intentionally omitted).
9. Easements in favor of Englewood Water District recorded in Official Records Book 1320, Page 2150, of the Public Records of Sarasota County, Florida.
10. Access and Drainage Easements, and use restrictions in favor of the District Board of Trustees of Manatee Junior College as set forth in that certain Warranty Deed recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida .
11. (Intentionally omitted).
12. Access and Drainage Easements in favor of Sarasota County, together with covenants, limitations and conditions, as set forth in that certain Warranty Deed recorded in Official Records Book 2389, Page 528, of the Public Records of Sarasota County, Florida.
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. Easement and right-of-way for ingress and egress, utilities and drainage in favor of John J. Nevins, as Bishop of the Diocese of Venice recorded in Instrument # 1998166155, of the Public Records of Sarasota County, Florida.
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. Conservation Easement in favor of Southwest Florida Water Management District recorded in Instrument # 1999044370, of the Public Records of Sarasota County, Florida.

19. Easements in favor of River Road Office Park, Inc., a Florida corporation recorded in Instrument # 2000002796 (33-39-20) and Instrument # 2000002797, of the Public Records of Sarasota County, Florida.
20. Terms and conditions contained in that certain Perpetual, Non-Exclusive Access and Utility Easement Agreement in favor of TAYLOR RANCH, INC., recorded in Instrument # 2000002798, of the Public Records of Sarasota County, Florida.
21. (Intentionally omitted).
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. Easement Agreement recorded in Instrument # 2006215897, Public Records of Sarasota County, Florida.
29. Easement Agreement recorded in Instrument # 2007024930, of the Public Records of Sarasota County, Florida.
30. (Intentionally omitted).
31. (Intentionally omitted).
32. Easement in favor of Florida Power & Light Company recorded in Official Records Book 986, Page 905, together with consent agreement recorded in Instrument # 2006126669, of the Public Records of Sarasota County, Florida.
33. Easements in favor of Florida Power & Light Company recorded in Official Records Book 2940, Page 1363 and Official Records Book 3002, Page 1261, of the Public Records of Sarasota County, Florida.
34. Right of Way Resolution recorded in Official Records Book 2254, Page 2241, of the Public Records of Sarasota County, Florida.
35. (Intentionally omitted).
36. (Intentionally omitted).
37. Easement in favor of West Villages Improvement District recorded in Instrument # 2005089339, of the Public Records of Sarasota County, Florida.
38. (Intentionally omitted).
39. (Intentionally omitted).
40. (Intentionally omitted).
41. Easement in favor of the City of North Port recorded in Instrument # 2008019264, of the Public Records of Sarasota County, Florida.
42. Easement in favor of Sarasota County recorded in Instrument # 2008019265, of the Public Records of Sarasota County, Florida.
43. Easement in favor of the City of North Port, West Villages Improvement District, and Sarasota County recorded in Instrument # 2008019266, as re-recorded in Instrument # 2008029381, of the Public Records of Sarasota County, Florida.

44. (Intentionally omitted).
45. Easement in favor of Florida Power & Light Co. recorded in Instrument # 2008096395, of the Public Records of Sarasota County, Florida.
46. Notice of Establishment of West Villages Improvement District, Declaration of Consent to Jurisdiction, Agreement between West Villages Improvement District and Fourth Quarter Properties XXXII, LLC, and other instruments pertaining to said District recorded in Instrument #s 2004223490, 2006023618, 2007048565, 2007086623, 2007176566, 2008055051, of the Public Records of Sarasota County, Florida.
47. (Intentionally omitted).
48. (Deleted)
49. Slope, Drainage, Gateway Feature and Landscape Easement Agreement recorded in Instrument # 2009155886, of the Public Records of Sarasota County, Florida.
50. Subject to Terms, Conditions and Restrictive Covenants contained in Section 18.02(b) of that certain Memorandum of Lease between Fourth Quarter Properties XXXII, LLC and Publix Super Markets, Inc., recorded in Instrument # 2008122233; together with First Amendment to Lease and to Memorandum of Lease recorded in Instrument # 2009037412 and re-recorded in Instrument # 2009044358, of the Public Records of Sarasota County, Florida.
51. (Intentionally omitted).
52. Slope Easement to West Villages Improvement District recorded in Instrument # 2013134806, Public Records of Sarasota County, Florida.
53. (Intentionally omitted)
54. Any and all boundary inconsistencies, encroachments and other matters shown on the survey certified by Britt Surveying, Inc. dated March 28, 2014, Job Number 08-09-08A.
55. (Deleted)
56. Common law drainage rights in the streams and watercourses on the property.
57. (Intentionally omitted).
58. (Intentionally omitted).
59. (Intentionally omitted).
60. (Intentionally omitted).
61. Riparian and littoral rights.
62. (Deleted).
63. (Deleted).
64. (Deleted).
65. General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 26, 2006; First Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 9, 2008; Second Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated February 23, 2009; Third Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 26, 2010; Fourth Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 30, 2012.
66. (Deleted).
67. (Deleted).

2726703.2 File Ref #C {00228058: v: }

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

CONSIDERATION \$30,600,000.00
DOC TAX \$ 214,200.00
RECORD \$ 35.50
\$ 214,235.50
PARCEL ID NO.: 0805001000;0807001000 ;0809001000

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2021097944 4 PG(S)
May 26, 2021 10:50:45 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Doc Stamp-Deed: \$214,200.00


Prepared by and return to:

 **WILLIAMS PARKER**
ATTORNEYS AT LAW • ESTABLISHED 1925
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800
Attention: Patrick W. Ryskamp, Esq.

SPECIAL WARRANTY DEED

THIS INDENTURE is made on May 25, 2021, by and between MANASOTA BEACH RANCLANDS, LLLP, a Florida limited liability limited partnership, f/k/a Thomas Ranch Land Partners North Port, LLLP, a Florida limited liability limited partnership, hereinafter referred to as Grantor, whose post office address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and LENNAR HOMES, LLC, a Florida limited liability company, hereinafter referred to as Grantee, whose post office address is 10481 Six Mile Cypress, Fort Myers, Florida 33966.

WITNESSETH: Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee, its heirs and assigns forever, the following described property situated in Sarasota County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO.

Subject to applicable governmental regulations; taxes and assessments for the current year; and the Permitted Exceptions set forth in Exhibit "B" attached hereto.

together with all appurtenances, privileges, rights, interests, dower, reversions, remainders, and easements thereunto appertaining. Grantor is lawfully seized of said property in fee simple and has good right and lawfully authority to sell and convey said property. Grantor warrants against only the lawful claims of all persons claiming by, through, or under Grantor. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors, and assigns;

any gender shall include all genders, the plural number the singular and the singular, the plural.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its undersigned duly authorized partner the date above written.

WITNESSES:

MANASOTA BEACH RANCLANDS, LLLP, a Florida limited liability limited partnership

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

Nicole F. Christie
Witness Name: Nicole F. Christie

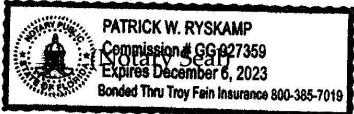
By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

Patrick W. Ryskamp
Witness Name: Patrick W. Ryskamp

By: Richard P. Severance
Richard P. Severance, as its Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of May 2021 by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, the manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, the general partner of MANASOTA BEACH RANCLANDS, LLLP, a Florida limited liability limited partnership, on behalf of the companies and the partnership. He has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me.



Patrick W. Ryskamp
Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____.

EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF THAT LAND DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2014062917, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTIONS 7, 8, AND 9, TOWNSHIP 40 SOUTH, RANGE 20 EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE N 89°38'43" W, ALONG THE SOUTH LINE OF SAID SECTION 7, 475.82 FEET; THENCE N 00°39'02" E 472.90 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 487.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1090.00 FEET AND A CENTRAL ANGLE OF 25°38'03" (CHORD BEARING N 12°09'59" W 483.61 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 1071.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2185.00 FEET AND A CENTRAL ANGLE OF 28°06'04" (CHORD BEARING N 10°55'59" W 1060.94 FEET) TO A POINT OF TANGENCY; THENCE N 03°07'03" E 574.98 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 1472.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1085.00 FEET AND A CENTRAL ANGLE OF 77°43'55" (CHORD BEARING N 41°59'01" E 1361.68 FEET) TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 541.82 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2215.00 FEET AND A CENTRAL ANGLE OF 14°00'55" (CHORD BEARING N 73°50'31" E 540.47 FEET) TO A POINT OF TANGENCY; THENCE N 66°50'03" E 467.65 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 963.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2265.00 FEET AND A CENTRAL ANGLE OF 24°21'55" (CHORD BEARING N 54°39'06" E 955.96 FEET); THENCE S 48°14'21" E 331.70 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 197.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4491.41 FEET AND A CENTRAL ANGLE OF 02°30'58" (CHORD BEARING S 49°29'51" E 197.23 FEET); THENCE N 39°14'40" E 414.73 FEET; THENCE S 51°25'13" E 47.29 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 3433.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4076.41 FEET AND A CENTRAL ANGLE OF 48°15'34" (CHORD BEARING S 75°33'00" E 3332.91 FEET); THENCE S 09°40'47" E 359.21 FEET; THENCE S 64°10'08" E 1175.51 FEET; THENCE S 30°34'52" W 433.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 784.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2265.00 FEET AND A CENTRAL ANGLE OF 19°50'26" (CHORD BEARING S 20°39'39" W 780.42 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 857.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2135.00 FEET AND A CENTRAL ANGLE OF 23°00'37" (CHORD BEARING S 22°14'44" W 851.67 FEET); THENCE S 47°02'59" W 17.69 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY, 131.57 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2131.00 FEET AND A CENTRAL ANGLE OF 03°32'15" (CHORD BEARING S 35°58'56" W 131.55 FEET); THENCE S 36°42'52" W 97.65 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY, 461.28 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2135.00 FEET AND A CENTRAL ANGLE OF 12°22'45" (CHORD BEARING S 46°33'42" W 460.39 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 667.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2265.00 FEET AND A CENTRAL ANGLE OF 16°52'35" (CHORD BEARING S 44°18'47" W 664.74 FEET) TO THE SOUTH LINE OF SAID SECTION 8; THENCE N 88°05'49" W, ALONG SAID SOUTH LINE, 5177.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 610.6878 ACRES, MORE OR LESS.

EXHIBIT "B"

1. 2019 Amended and Restated Utilities Agreement recorded in Instrument Number 2019125013, Public Records of Sarasota County, Florida.
2. Easement in favor of Florida Power & Light Company recorded in Instrument Number 2007024930, of the Public Records of Sarasota County, Florida. (Sections 8 & 9)
3. 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 Numbers 2004223490, 2006023618, 2007086623, 2007176566, 2008055051, 2017111575, 2017111576, 2017111580, 2018000839, 2018084717, 2018142894, of the Public Records of Sarasota County, Florida, which contain provisions creating assessments, which assessments would apply as to any owner of the land subsequent to the insured.
4. Ordinance No. 2015-11 recorded in Instrument Number 2015066571 and Ordinance No. 2015-18, Public Records of Sarasota County, Florida. (Section 7)
5. Restrictive Covenant recorded in Instrument Number 2018128694, Public Records of Sarasota County, Florida.
6. Irrigation Water Supply Agreement recorded in Instrument Number 2018159052, Public Records of Sarasota County, Florida.
7. Recorded Notice of Environmental Resource Permit recorded in Instrument Number 2019126330 and Instrument Number 2020031687, Public Records of Sarasota County, Florida.
8. West Villages Developer Agreement (Post Annexation) recorded in Instrument Number 2020042302, Public Records of Sarasota County, Florida, together with Joinder and Consent to the West Villages Developer Agreement (Post Annexation) and to Dedications, Reservations, Covenants, Restrictions and Obligations to Convey recorded in Instrument Number 2020042589, and Memorandum of Agreement for West Villages Developer Agreement (Post Annexation) and Joinder and Consent recorded in Instrument Number 2020042654 which contains provisions for dedications, reservations, covenants, restrictions and obligations to convey and grant easements.

6360278.v3

From: [Alan Fish](#)
To: [Carl Bengé](#)
Cc: [Planning Info; "Robert Breedlove"](#)
Subject: [EXTERNAL] RE: PLF-22-273 Preto Blvd South Extension
Date: Monday, February 27, 2023 12:39:26 PM
Attachments: [image001.png](#)
[image002.jpg](#)



Carl,

I had not received a revised copy of the Plat for review until, your E-mail of 2-21-23.

I have reviewed the revised copy of the Plat included in your E-mail of Feb. 21, 2023 and found that the revisions I requested have been made.

It is my opinion that the Plat is now in conformance with Chapter 177, Part One Florida Statutes.

Alan K. Fish, PSM
Van Buskirk & Fish, Surveying & Mapping, Inc.
12450 S. Tamiami Trail, Unit D
North Port, FL. 34287
Ph-941 426 0681

From: Carl Bengé <cbenge@northportfl.gov>
Sent: Tuesday, February 21, 2023 10:07 AM
To: Alan Fish <alanvbfa@gmail.com>
Cc: Joy McRae-Fox <jmcrarefafox@northportfl.gov>
Subject: PLF-22-273 Preto Blvd South Extension

Alan,

I am working on PLF-22-273 and noticed that you had comments on January 5. The applicant has stated they addressed your comments on the resubmitted plat. Have you had a chance to review the revision? I do not see additional comments, or an approval. I have attached their resubmittal for reference.

Thank you for your time,

Carl Bengé, AICP
Planner III
Neighborhood Development Services
Planning & Zoning Department
4970 City Hall Blvd.
North Port, FL 34286
941.429.7005