



STAFF REPORT

PSPP-25-02596

Wellen Park Village K Townhomes Preliminary Subdivision Plat
Resolution No. 2025-R-45

From: David Brown, Planner I

Thru: Gabriel Quintas, AICP, CFM, Development Services Assistant Director

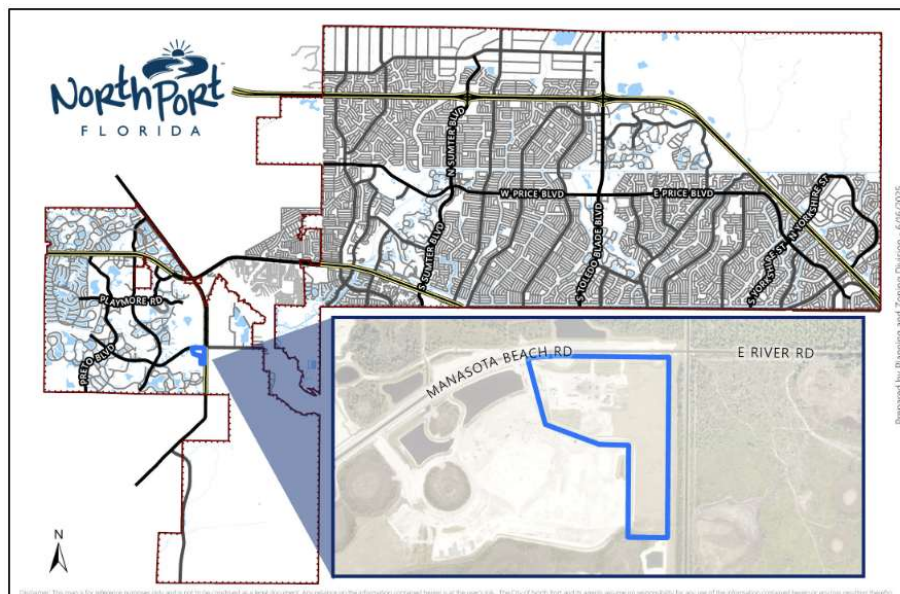
Thru: Lori Barnes, AICP, CPM, Deputy Development Services Director

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: July 17, 2025



PROJECT:	PSPP-25-02596; Preliminary Subdivision Plat of Wellen Park Village K Townhomes
REQUEST:	Consideration of Preliminary Subdivision Plat for Wellen Park Village K Townhomes
APPLICANT:	John Luczynski, President, Manasota Beach Ranchlands, LLLP (Exhibit B, Affidavit)
OWNERS:	Manasota Beach Ranchlands, LLLP (Exhibit C, Warranty Deed)
LOCATION:	Southwest of Manasota Beach Road and west of South River Road
PROPERTY SIZE:	± 34.3255 acres
ZONING:	Village (V)

I. BACKGROUND

On June 6, 2025, the Planning & Zoning Division received a Preliminary Subdivision Plat petition from John Luczynski, President, Manasota Beach Ranchlands, LLLP, for Wellen Park Village K. The purpose of the petition is to create a 146-lot townhome residential subdivision with an amenity center tract, drainage and stormwater management facilities, common areas, landscaping, right-of-way, access points (ingress/egress), signage, utilities, and two commercial outparcel tracts (900 and 901) designated for future commercial development. The proposed density is 4.25 dwelling units per acre, with 53% of the area allocated as open space. The construction of the subdivision will include the installation of all required infrastructure, including but not limited to water and sanitary lines, roadways, drainage, and stormwater management areas.

The subject property is zoned Village (V) with a Future Land Use Designation of Village (V). The subject property is located within Village K within Wellen Park.

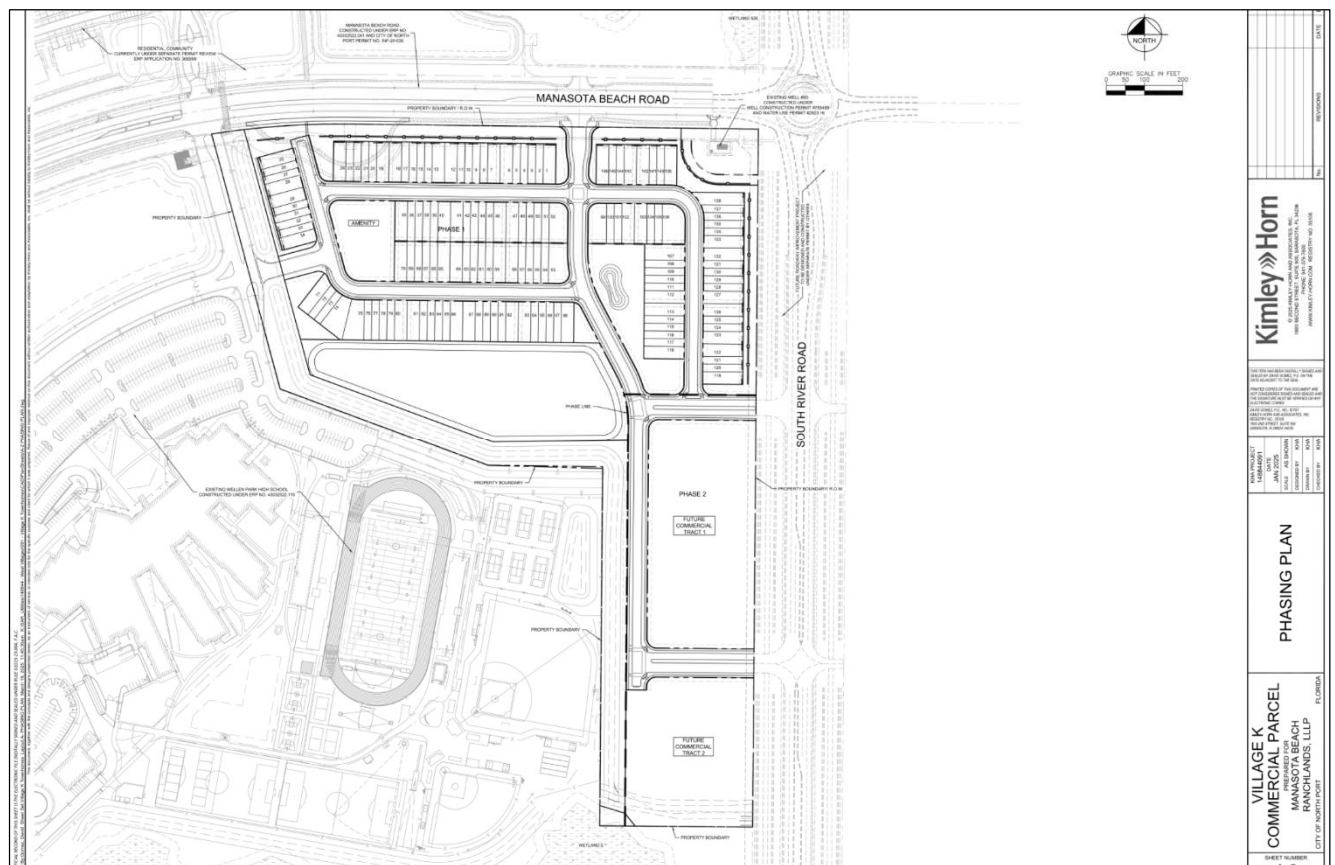


Figure 1. Proposed Preliminary Subdivision Plat, Wellen Park Village K Townhomes.

COMPLIANCE WITH ULDC

Article XII-Subdivision Standards

1. *No subdivision shall be platted or recorded, no lot shall be sold, and no building or development permit be issued unless the subdivision meets all applicable laws of the state, this ULDC, and has been approved by the City in accordance with the requirements Chapter 2, Article II, Section 2.2.9. for Preliminary Subdivision Plat and Final Plat.*

Findings: The preliminary subdivision plat was reviewed for conformance with the ULDC.

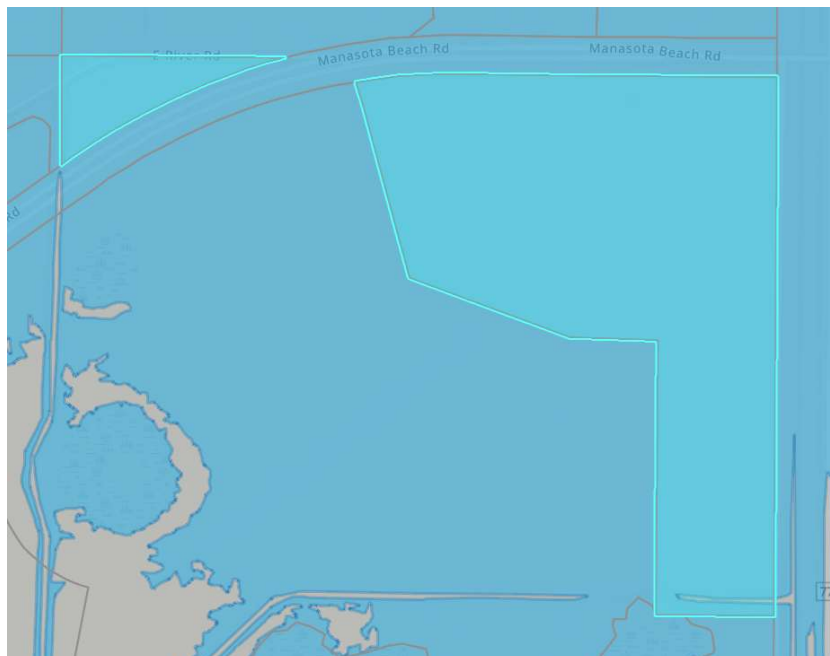
Conclusion: PSPP-25-02596 was reviewed and found to be in conformance with the required lot sizes, easements and the right-of-way dimensions set forth within the Unified Land Development Code.

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 "AE" and "X" (0.2% Annual Chance Flood Hazard), according to Flood Insurance Rate Map for Sarasota County, Community Panel No. 12115C0370F, revised March 27, 2024.



III. RECOMMENDED MOTIONS

PLANNING & ZONING ADVISORY BOARD—

Staff recommends **approval** of Petition No. PSPP-25-02596, Wellen Park Village K Townhomes Preliminary Subdivision Plat, as stated:

I move to recommend approval of Petition No. PSPP-25-02596 as presented and find that based on the competent substantial evidence, the Preliminary Subdivision Plat complies with all regulations set forth in the City of North Port Comprehensive Plan.

CITY COMMISSION—

The City Commission approve Resolution No. 2025-R-45, Petition No. PSPP-25-02596, Wellen Park Village K Townhomes Preliminary Subdivision Plat, as stated:

I move to approve Resolution No. 2025-R-45 as presented and find that based on the competent substantial evidence, the Preliminary Subdivision Plat complies with all regulations set forth in the City of North Port Comprehensive Plan, Unified Land Development Code (ULDC).

IV. ALTERNATIVE MOTIONS

Petition PSPP-25-02596 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 PSPP-25-02596 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 Village K Townhomes Preliminary Subdivision Plat, Petition No. PSPP-25-02596, and that the City Commission find that, based on the competent and substantial evidence, the Preliminary Subdivision Plat:

[include all applicable factors below]

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

2. 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 Resolution No. 2025-R-45, Wellen Park Village K Townhomes Preliminary Subdivision Plat, Petition No. PSPP-25-02596, and find that, based on the competent and substantial evidence, the Plat:

[include all applicable factors below]

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

2. 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	July 17, 2025 9:00 AM or as soon thereafter
City Commission Public Hearing	July 22, 2025 10:00 AM or as soon thereafter

VI. EXHIBITS

A.	Preliminary Subdivision Plat
B.	Affidavit
C.	Warranty Deed
D.	Title Assurance

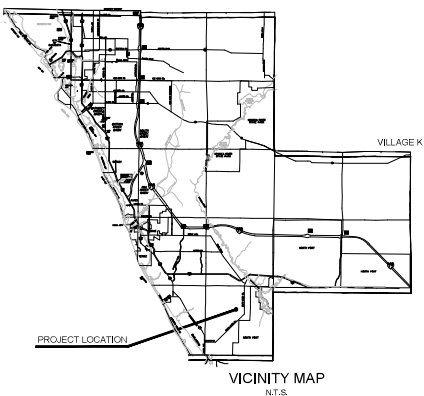
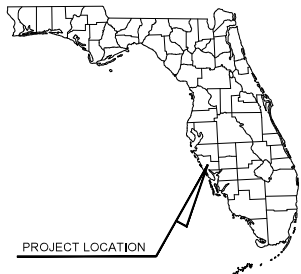
SITE AND DEVELOPMENT PLANS

FOR

VILLAGE K TOWNHOMES

LOCATED IN SECTION 10, TOWNSHIP 40 S, RANGE 20 E
CITY OF NORTH PORT, FLORIDA

MARCH 2025



PROJECT DATA:

VILLAGE K TOWNHOMES PROJECT AREA: 34.34 AC.
PROPOSED OPEN SPACE AREA: ±18.06 AC. (INCLUDES LAKES & WETLANDS)
OPEN SPACE %: 53% (BASED ON PROJECT AREA)
PROPERTY DENSITY CALCULATION:
RESIDENTIAL DWELLING UNITS = (4-UNIT * 8) + (6-UNIT * 19) = 146 UNITS
PROJECT AREA = 34.34 AC.
PROJECT DENSITY = 146 / 34.34 AC = 4.25 DU/AC (BASED ON PROJECT AREA)
REQUIRED OFF-STREET PARKING CALCULATIONS (ULDC SEC. 25-17):
REQUIRED SPACES = 1.5 SPACES / UNIT X 146 DU = 219 SPACES
+ 2 SPACES FOR MANAGEMENT
+ 1 SPACE / 10 DU X (219 DU / 10 DU) = 22 SPACES
TOTAL REQUIRED SPACES = 219 + 2 + 22 = 243 SPACES
PROVIDED SPACES (OFF-STREET) = 292 SPACES (MIN. 1 GARAGE + 1 DRIVEWAY FOR EACH UNIT)
BUILDING HEIGHT:
ALLOWABLE BUILDING HEIGHT PER VILLAGE K VOPP = 50 FT
PROPOSED MAX. BUILDING HEIGHT = 30 FT

GENERAL CONSTRUCTION NOTES:

1. THERE SHALL BE NO CHANGE OR DEVIATION FROM THESE PLANS UNLESS APPROVED BY THE ENGINEER.
2. ALL CLEARING AND GRUBBING DEBRIS TO BE BURNED OR REMOVED FROM SITE AND IS PART OF CLEARING AND GRUBBING ITEM.
3. IF IT IS THE INTENT OF THE OWNER THAT CERTAIN TREES BE DESIGNATED TO BE SAVED AND PROTECTED BY THE CONTRACTOR, IT IS ASSUMED THESE TREES ARE HEALTHY AND ARE EXPECTED TO BE PART OF THE LANDSCAPE DEVELOPMENT. THEREFORE, IF ANY TREE(S) DAMAGED BY CONSTRUCTION OPERATION OR BY OTHER MEANS (EXCLUDING LIGHTNING, WINDSTORM AND OTHER ACTS OF GOD) PERISHES WITHIN THE CONSTRUCTION PERIOD, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE AND DISPOSE OF THOSE TREES. NO ADDITIONAL COMPENSATION WILL BE MADE BY THE OWNER FOR THE LABOR, MATERIAL OR MACHINERY REQUIRED TO REMOVE SAID TREES(S).
4. WHERE EXCAVATIONS ARE IN CLOSE PROXIMITY OF TREES, THE CONTRACTOR SHALL USE EXTREME CARE IN NOT DAMAGING THE ROOT SYSTEM, NO EQUIPMENT, SUPPLIES OR VEHICLES SHALL BE STORED OR PARKED WITHIN THE IMP LINE OF TREES TO REMAIN AND BE PRESERVED. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL OF HIS EMPLOYEES AND SUBCONTRACTORS OF THIS REQUIREMENT AND TO ENFORCE SAME.
5. LAY SOIL AROUND ALL INLETS, MITERED ENDMILLS, HEADWALLS, SWALES, LAKE SLOPES, AND TWO FEET (2') WIDE STRIP ADJACENT TO ALL CURBING, AND AS DIRECTED BY THE ENGINEER. ALL PROPOSED GROUND ELEVATIONS ARE FINISH SOD LAYDOWN GRADING WILL BE 0.2 FEET BELOW ELEVATIONS SHOWN TO ALLOW FOR SOD THICKNESS. GRADING INCLUDES MAINTAINING SLOPES AND SOD UNTIL COMPLETION AND ACCEPTANCE OF TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST. ALL EROSION CONTROL AND MAINTAINING GRADINGS IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THEN.
6. CALL "SUNSHINE" (1-800-432-4770), COMCAST, FPL, WEST VILLAGES IMPROVEMENT DISTRICT, CITY OF NORTH PORT UTILITIES DEPARTMENT, TECO, AND FRONTIER PRIOR TO CONSTRUCTION AND CONNECTION TO EXISTING UTILITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING UTILITIES FROM DAMAGE.
7. CLEARING, GRUBBING, STRIPPING, AND COMPACTION WILL BE INSPECTED BY THE ENGINEER PRIOR TO FILING.
8. PRIOR TO THE START OF CONSTRUCTION ACTIVITIES, CONSERVATION/PRESERVE AREAS, EXISTING LAKES & WATERWAYS WITHIN AND ADJOINING THE AREA OF CONSTRUCTION SHALL BE PROTECTED BY ERECTION OF TREE PROTECTION BARRIERS AND/OR SOD BARRIERS. TREE PROTECTION BARRIERS SHALL MEET THE STANDARDS OF THE CITY OF NORTH PORT AND / OR SARASOTA COUNTY TREE PROTECTION ORDINANCE. SOD BARRIERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND THE DETAILS SHOWN ON DWGS. THE ENGINEER WILL DETERMINE THE EXTENT AND TYPE OF PROTECTIVE MEASURES TO BE CONSTRUCTED FOR PROTECTION OF CONSERVATION/PRESERVE AREAS. ADDITIONAL SOD MEASURES MAY BE NECESSARY TO ENSURE THAT TURBED WATER IS NOT DISCHARGED FROM THE CONSTRUCTION SITE. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING COMPLIANCE WITH THE STORMWATER POLLUTION PLAN, THE NPDES PERMIT, THE ENVIRONMENTAL RESOURCE PERMIT, AND THE CITY OF NORTH PORT DEVELOPMENT PERMIT. THE ENGINEER SHALL BE NOTIFIED WHEN PRESERVE AREA BARRICADES AND BARRIERS ARE IN PLACE.
9. THE SITE CONSTRUCTION STAYOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILES WILL BE FURNISHED TO AID IN THE SITE CONSTRUCTION STAYOUT. ANY DISCREPANCIES FOUND BETWEEN THE AUTOCAD FILES AND SITE CONSTRUCTION PLANS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR CLARIFICATION PRIOR TO THAT STAYOUT.
10. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN AN APPROVED MANNER.
11. IN THE EVENT THAT THE CONSTRUCTION SITE IS ABANDONED PRIOR TO THE PROJECT COMPLETION, ALL CONSTRUCTION AND VEGETATIVE DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED LANDFILL FACILITY AT THE CONTRACTOR'S EXPENSE.
12. ALL DETAILS AND SPECIFICATIONS SHALL ADHERE TO THE CITY OF NORTH PORT STANDARDS, LATEST REVISIONS.
13. THE BEST MANAGEMENT PRACTICES (BMPs) MANUAL SHALL GOVERN THE ASPECTS OF DEVELOPMENT ACTIVITY THROUGHOUT ALL THE PHASES OF THIS PROJECT.
14. ELEVATION INFORMATION SHOWN ON THESE PLANS IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
15. IF THE CONTRACTOR ENCOUNTERS A CONFINING SOIL LAYER (CLAYEY SOILS) DURING EXCAVATION AND CONSTRUCTION OF THE PROPOSED STORMWATER PONDS, THE CONTRACTOR SHALL STOP EXCAVATION ACTIVITIES IN THE AREA AND NOTIFY THE ENGINEER WITHIN 24 HOURS.
16. CONTRACTOR TO MAINTAIN ALL-WEATHER EMERGENCY ACCESS TO THE SITE THROUGHOUT CONSTRUCTION.
17. ALL CONTRACTOR VEHICLES AND DUMPSTERS SHALL BE PARKED ON ONLY ONE SIDE OF THE STREET TO MAINTAIN A 12' WIDE MINIMUM CLEARANCE FOR EMERGENCY VEHICLES THROUGHOUT CONSTRUCTION.
18. STAND ALONE BUILDING PERMITS ARE REQUIRED ON PRIMARY STRUCTURES, SIGNS, WALLS, FENCES, DUMPSTER CORRALS, STREET LIGHTING, IRRIGATION SYSTEMS, LIFT STATIONS AND ANY OTHER ACCESSORY STRUCTURES.
19. ALL SIDEWALKS TO HAVE EXPANSION JOINTS AT A MINIMUM SPACING OF 100 FEET AND CONTRACTION JOINTS AT INTERVALS EQUAL TO THE WIDTH OF THE SLAB, BUT NOT MORE THAN 10 FEET. NO JOINTS SHALL BE CLOSER THAN 4 FEET.
20. THE CONTRACTOR SHALL PROVIDE RECORD DRAWINGS THAT MEET OR EXCEED THE REQUIREMENTS OF THE SWFMD BMP INFORMATION MANUAL, LATEST EDITION, CITY OF NORTH PORT UNIFIED LAND DEVELOPMENT CODE AND THE CITY OF NORTH PORT WATER AND WASTEWATER CODE, LATEST EDITION.
21. EXCAVATED MATERIAL GENERATED BY EXCAVATION OF STORMWATER MANAGEMENT PONDS IS TO BE USED AS FILL FOR THE PROJECT ACTIVITIES. NO EXCAVATED MATERIAL IS BEING HAULLED FROM THE PROPERTY FOR USE AS FILL AT ANOTHER SITE.
22. THE SUBJECT PROPERTY LIES WITHIN ZONE AE WITH A BASE FLOOD ELEVATION (BFE) OF 8.0 (VH080) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 12150C03700 EFFECTIVE 3/27/2024.

DEVELOPER:
MANASOTA BEACH RANCHLANDS, LLLP
19503 S. WEST VILLAGES PKWY, UNIT #14
VENICE, FL 34293
PH: (941)999-4822
CONTACT: JOHN LUCZYNSKI

LANDSCAPE ARCHITECTURE:
KIMLEY-HORN AND ASSOCIATES, INC.,
1800 2ND STREET, SUITE 900
SARASOTA, FL 34236
PH: (941)379-7600
CONTACT: CHRISTOPHER D. CIANFAGLIONE, PLA

SURVEYOR:
CAGE ENGINEERING, INC.,
12280 EVERGLOW DRIVE, SUITE A6
VENICE, FL 34293
PH: 630-532-3367

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.,
1800 2ND STREET, SUITE 900
SARASOTA, FL 34236
PH: (941)379-7600
CONTACT: TY E. GREMAUX, P.E.

ENVIRONMENTAL:
MONARCH ECOLOGY GROUP
3431 PINE VALLEY DRIVE
SARASOTA, FL 34239
PH: (941)374-0339
CONTACT: KERRI MACNUTT

WATER AND WASTEWATER:
CITY OF NORTH PORT UTILITIES DEPARTMENT
8644 WEST PRICE BOULEVARD
NORTH PORT, FL 34291
(941) 240-8010

CATV:
COMCAST CABLE
5205 FRUITVILLE ROAD
SARASOTA, FL 34232
(941) 342-3577

LIST OF UTILITY CONTACTS:

TELEPHONE:
FRONTIER
1701 RINGLING BLVD.
SARASOTA, FL 34236
(941) 952-5624

ELECTRIC:
FLORIDA POWER & LIGHT
2245 MURPHY CT.
NORTH PORT, FL 34289
(941) 947-4238

GAS:
TECO / PEOPLES GAS
8261 VICO CT.
SARASOTA, FL 34240
(941) 342-4020

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C-4K	GENERAL DETAILS
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C-4T	GENERAL DETAILS
C-4U	GENERAL DETAILS
C-4V	GENERAL DETAILS
C-4W	GENERAL DETAILS
C-4X	GENERAL DETAILS
C-4Y	GENERAL DETAILS
C-4Z	GENERAL DETAILS

Village K Development Tracking Chart						
Village K Townhomes (This Application)						
Use	City Permit No.	Phase	Maximum Allowable per VOPP	Previously Permitted or Constructed	Proposed Units (This Application)	Total Permitted and Proposed
Residential			1893			
	INF-22-096 / SCP-22-097	Every Phase 1		72		
		Every Phase 2		99		
		Every Phase 3		70		
	INF-23-151 / SCP-23-152	Lakeport Phase 1		137		
		Lakeport Phase 3		91		
		Lakeport Phase 2		120		
	MAJ-24-011					
	PSDP-25-00253	Village K Townhomes			146	735
Commercial			75,000 SF	0	0	0
Office			25,000 SF	0	0	0

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DESIGN OF THIS PROJECT, AS PREPARED UNDER MY PERSONAL DIRECTION AND CONTROL, COMPLIES WITH ALL APPLICABLE STANDARDS, INCLUDING ANY PERSONAL DIRECTION AND CONTROL, COMPLIES WITH ALL APPLICABLE STANDARDS, INCLUDING THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE FOR THE STREETS AND HIGHWAYS" AS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO SUBSECTION 336.07(6)(1) AND (4), FLORIDA STATUTES AND THE CITY OF NORTH PORT LAND DEVELOPMENT REGULATIONS.



DAVID GOMEZ, P.E.
FLA. P.E. LICENSE # 97757
REGISTRY No. 35108

DATE:

PREPARED BY
Kimley»Horn

3024 KIMLEY-HORN AND ASSOCIATES, INC.
1800 2ND STREET, Suite 900, Sarasota, FL 34236
PHONE (941) 379-7600
WWW.KIMLEY-HORN.COM REGISTRY NO. 35108

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED. REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
3. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTORS RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
4. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS NOTICE TO EACH UTILITY COMPANY AND TO BEGINNING CONSTRUCTION. A LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THIS CONSTRUCTION AHS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
7. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK, NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
8. ALL COPIES OF COMPACTION CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA, DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED USING A STATE OF THE ART PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
11. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLOUGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
12. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

ADA NOTES

1. CURB RAMPS ALONG PUBLIC STREETS AND IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED BASED ON THE FOOT STANDARD SPECIFICATIONS AND PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
2. PRIVATE CURB RAMPS ON THE SITE (I.E. OUTSIDE PUBLIC STREET RIGHT-OF-WAY) SHALL CONFORM TO ADA STANDARDS AND SHALL HAVE A DETECTABLE WARNING SURFACE THAT IS FULL WIDTH AND FULL DEPTH OF THE CURB RAMP, NOT INCLUDING FLARE.
3. ALL ACCESSIBLE ROUTES, GENERAL SITE AND BUILDING ELEMENTS, RAMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO ADA STANDARDS FOR ACCESSIBLE DESIGN, LATEST EDITION.
4. ANY COMPONENTS OF THE PROJECT SERVING MULTIFAMILY DWELLINGS IN BUILDINGS THAT HAVE 4 OR MORE UNITS PER DWELLING SHALL CONFORM TO THE FAIR HOUSING ACT, FEDERAL AND COMPLY WITH THE FAIR HOUSING ACT DESIGN MANUAL BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.
5. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE ACCESSIBLE PEDESTRIAN ROUTES (PER ADA AND FMA) EXIST TO AND FROM EVERY DOOR AND ALONG SIDEWALKS. ACCESSIBLE PARKING SPACES, ACCESS ALLES, AND ACCESSIBLE ROUTES, IN NO CASE SHALL AN ACCESSIBLE RAMP SLOPE EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPE EXCEED 2.0 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 5.0 PERCENT. ACCESSIBLE PARKING SPACES AND ACCESS ALLES SHALL NOT EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION.
6. CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENTS ON FINISHED SUBGRADE AND FORM SLOPES PRIOR TO PLACING PAVEMENT TO VERIFY THAT ADA SLOPE REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE DISCOVERED; NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA SLOPE COMPLIANCE ISSUES.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTYS RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION OR FOOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
2. ALL UNPAVED AREAS IN EXISTING RIGHT-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE RESEDED AND RESEEDING.
3. TRAFFIC CONTROL ON ALL FOOT, LOCAL AND COUNTY RIGHT-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHWA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHWAYS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STANDS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SOODED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE PROTECTED BY BARRIERS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
10. IF DETERMINING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.
11. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES, TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FOOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
13. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SOODED OR SEEDER AS SPECIFIED IN THE PLANS. FERTILIZER, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTH/AREAS WILL BE SOODED OR SEEDER AND MULCHED AS SHOWN ON THE LANDSCAPE PLAN.
14. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL) 1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
16. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS, AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.
17. SOO, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
18. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE ENVIRONMENTAL RESOURCE PERMIT COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY WATER MANAGEMENT DISTRICT REPRESENTATIVES.
19. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
20. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURERS RECOMMENDATIONS.

WATER AND SEWER UTILITY NOTES

1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES GRAVITY SEWER LATERALS AND DOMESTIC WATER AND THE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURERS SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
5. ALL PHASES OF INSTALLATION INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURERS RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY OF THE PIPE FITTINGS. ANY DAMAGE WHICH IS CAUSED BY THE CONTRACT HAS PLAYS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
6. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
8. UNDERGROUND LINES SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.
9. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INTRUSION AND EXPLORATION, TELEVISION INSPECTION AND A WANDER TEST. THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

EROSION CONTROL NOTES

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THIS EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATEL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS, PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
7. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
8. ALL WASH WATER, CONCRETE, TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEANUP FUEL OR CHEMICAL SPILLS AND LEAKS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
12. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN SHALL BE INITIATED AS SOON AS PRACTICABLE.

EROSION CONTROL NOTES (CONT.)

13. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 14 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.
14. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS TEMPORARILY STOPPED SHALL BE PERMANENTLY SEEDDED. THESE AREAS SHALL BE SEEDDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 901 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MAINTENANCE REQUIREMENTS.
15. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
16. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE SEDIMENT POND AND ANY SEDIMENT COLLECTED IN THE SEDIMENT POND FROM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
18. ON-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
19. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
20. DUE TO CLIMATE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

MAINTENANCE

ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, UNDER, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETEIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND RESEDED AS NEEDED. FOR MAINTENANCE REQUIREMENTS REFER TO SECTION 901 OF THE STANDARD SPECIFICATIONS.
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 55 CUBIC YARDS / ACRE.
7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INTERIPTION.

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THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS AND SUBS SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

CALL 2 WORKING DAYS BEFORE YOU DIG

IT'S THE LAW DIAL 811

Know what's below, Call before you dig.

811

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

VILLAGE K
COMMERCIAL PARCEL
PREPARED FOR
MANASOTA BEACH
RANCHLANDS, LLLP
CITY OF NORTH PORT

GENERAL NOTES

FLORIDA

SHEET NUMBER
A-1

DATE
JAN 2025

SCALE
AS SHOWN

DRAWN BY
KHA

CHECKED BY
KHA

DESIGNED BY
KHA

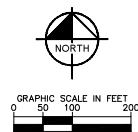
APPROVED BY
KHA

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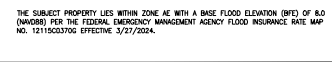
KHA PROJECT 148844091	DATE JAN 2025	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY KHA	CHECKED BY KHA
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AERIAL SITE PLAN

**VILLAGE K
COMMERCIAL PARCEL**
PREPARED FOR
MANASOTA BEACH
RANCHLANDS, LLLP
CITY OF NORTH PORT
FLORIDA

SHEET NUMBER
A-3





-  PROPOSED ASPHALT PAVEMENT
 CONCRETE PAVEMENT
 PAVER DRIVEWAY
 (CONSTRUCTED WITH BUILDING)
 ROAD CENTERLINE

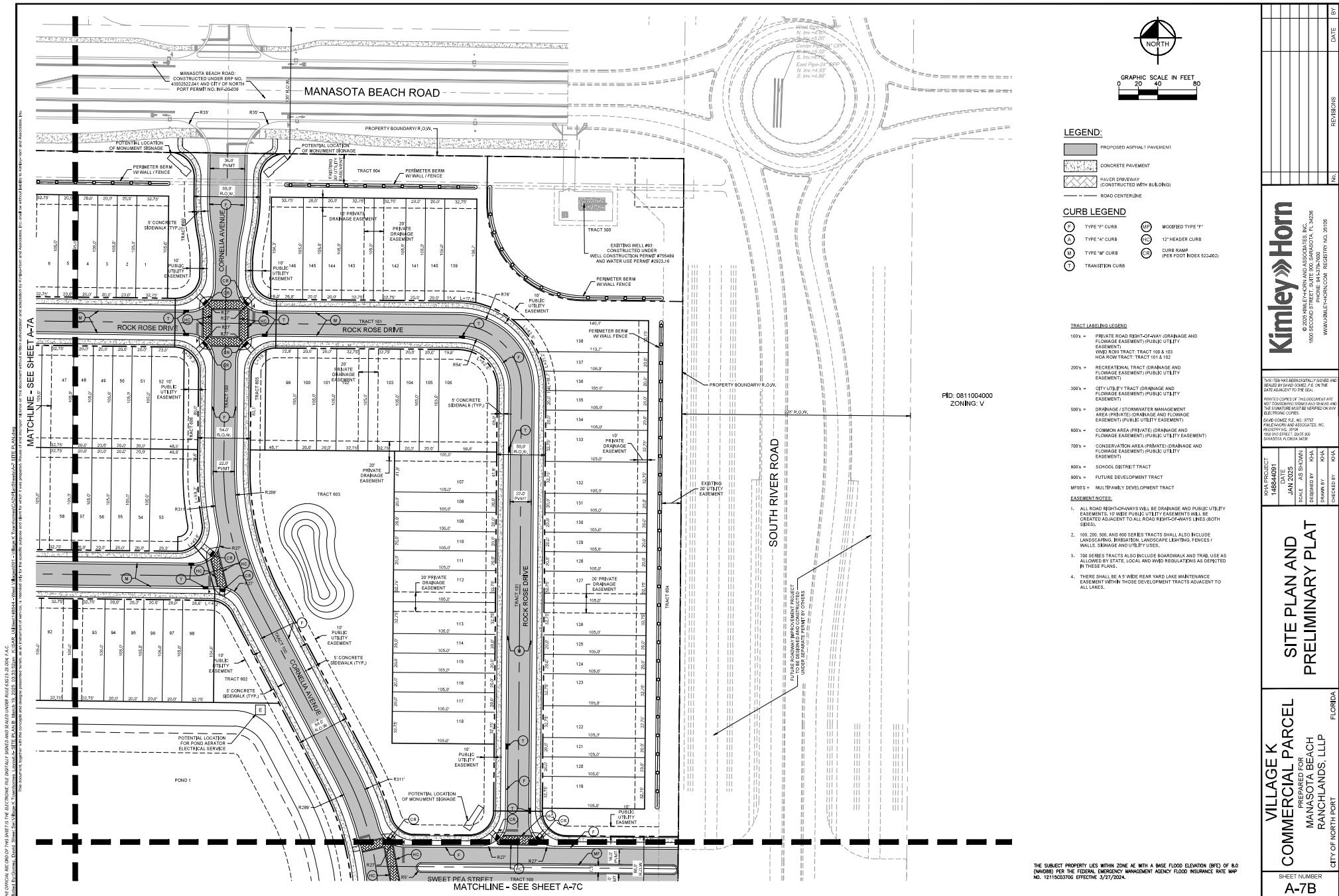
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☐ M TYPE "M" CURB
☐ T TRANSITION CURB

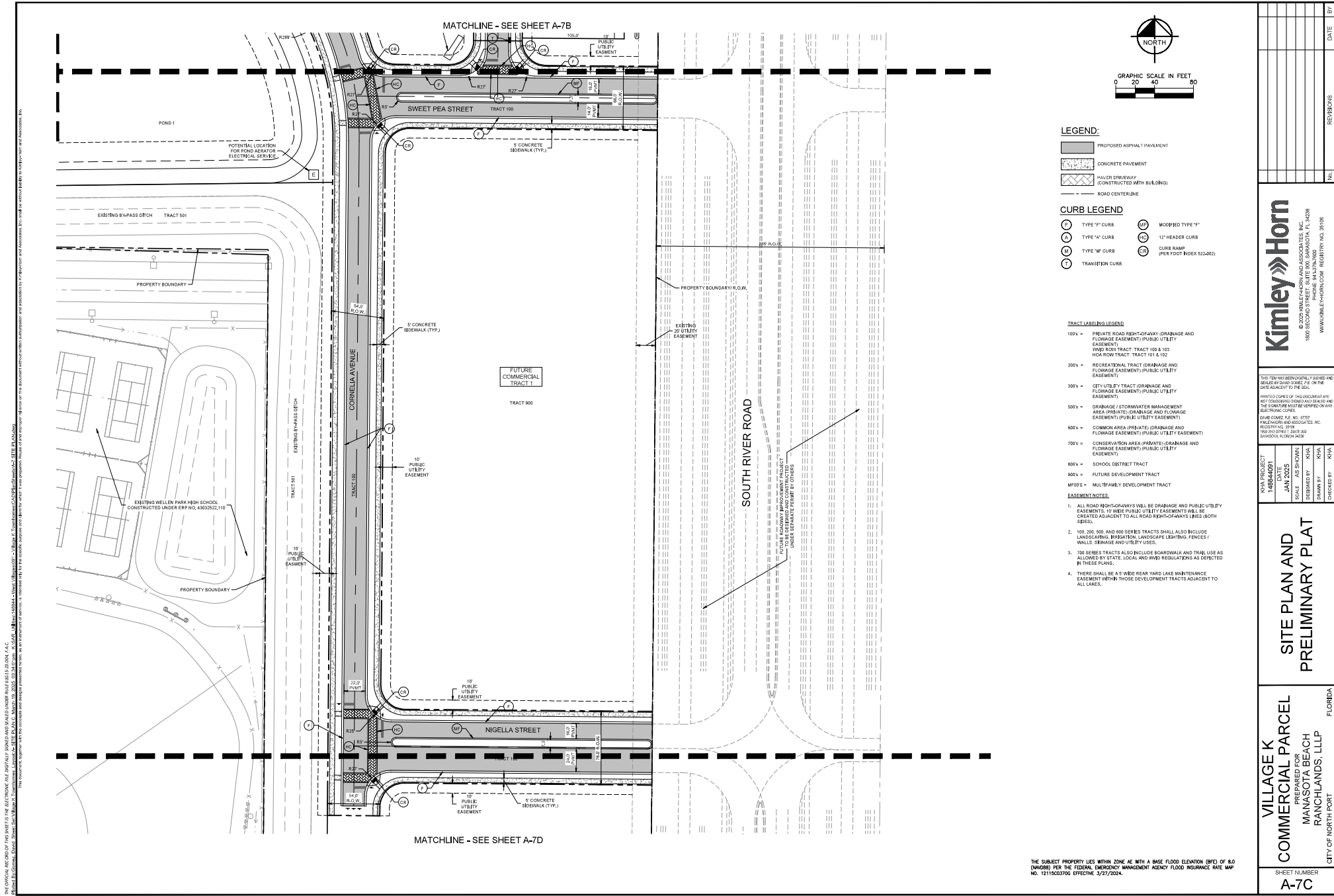
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 (CR) CURB RAMP
 (PER FOOT INDEX 522-002)

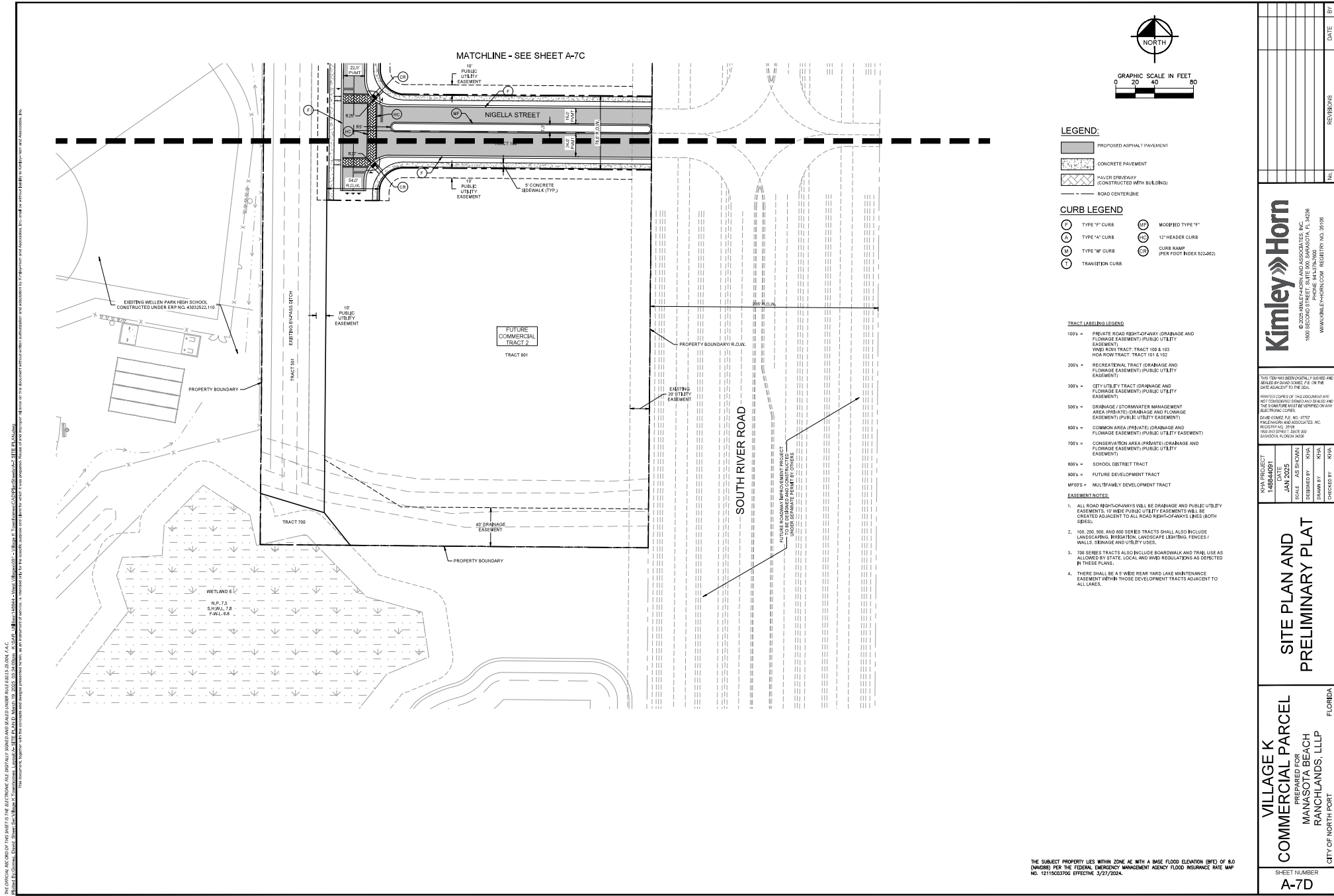
100%	PRIVATE ROAD RIGHT-OF-WAY (DRAINAGE AND FLOOD EASEMENT) (PUBLIC UTILITY EASEMENT)
100%	RECREATION TRACT 100 & 103 (PRIVATE ROAD RIGHT-OF-WAY (DRAINAGE AND FLOOD EASEMENT) (PUBLIC UTILITY EASEMENT))
200%	WYOMING TRACT 101 (PRIVATE ROAD RIGHT-OF-WAY (DRAINAGE AND FLOOD EASEMENT) (PUBLIC UTILITY EASEMENT))
300%	CITY UTILITY TRACT (DRAINAGE AND FLOOD EASEMENT) (PUBLIC UTILITY EASEMENT)
500%	DRAINAGE (STORMWATER MANAGEMENT AREA) (PRIVATE DRAINAGE AND FLOOD EASEMENT) (PUBLIC UTILITY EASEMENT)
600%	COMMON AREA (PRIVATE) (DRAINAGE AND FLOOD EASEMENT) (PUBLIC UTILITY EASEMENT)
700%	CONSERVATION AREA (PRIVATE) (DRAINAGE AND FLOOD EASEMENT) (PUBLIC UTILITY EASEMENT)
800%	SCHOOL DISTRICT TRACT
900%	FUTURE DEVELOPMENT TRACT
MF00%	MULTI-FAMILY DEVELOPMENT TRACT

1. ALL ROAD RIGHT-OF-WAYS WILL BE DRAINAGE AND PUBLIC UTILITY EASEMENTS. 10' WIDE PUBLIC UTILITY EASEMENTS WILL BE CREATED ADJACENT TO ALL ROAD RIGHT-OF-WAYS LINES (BOTH SIDES).
2. 100, 200, 500, AND 600 SERIES TRACTS SHALL ALSO INCLUDE LANDSCAPING, IRRIGATION, LANDSCAPE LIGHTING, FENCES / WALLS, SEWERAGE AND UTILITY USES.
3. 700 SERIES TRACTS ALSO INCLUDE BOARDWALK AND TRAIL USE ADJACENT BY STATE, LOCAL AND WVD REGULATIONS AS DEPICTED IN THESE PLANS.
4. THERE SHALL BE A 8' WIDE REAR YARD LAKE MAINTENANCE EASEMENT WITHIN THOSE DEVELOPMENT TRACTS ADJACENT TO ALL LAKES.

SHEET NUMBER A-7A	VILLAGE K COMMERCIAL PARCEL PRELIMINARY PLAT MANASOTA BEACH RANCHLANDS, LLLP FLORIDA QTY OF NORTH PORT	 © 2005 KIMLEY-HORN AND ASSOCIATES, INC. 1000 SECOND STREET, SUITE 100, ST. PETERSBURG, FL 34206 PH: 813.792.7000 WWW.KIMLEY-HORN.COM REGISTRATION NO. 35106	THIS PLAN HAS BEEN DIGITALLY SIGNED AND SEALED BY KIMLEY-HORN, INC. ON THE DATE DATE ADJUSTMENT TO THE SEAL: PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID UNLESS THEY ARE THE ORIGINAL AND SIGNED BY ME OR BY THE KIMLEY-HORN AND ASSOCIATES, INC. REGISTRATION NO. 35106 AND SIGNED BY: JAMES W. HORN KIMLEY-HORN, INC.	NO. REVISIONS	DATE BY
KHA PROJECT 149844091	DATE JAN 2025	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY KHA	CHECKED BY KHA







THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE. THE PRINTED FILE IS A COPY OF THE ELECTRONIC FILE. THE PRINTED FILE IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF KIMLEY HORN AND ASSOCIATES, INC. (KHA). THE PRINTED FILE IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF KIMLEY HORN AND ASSOCIATES, INC. (KHA).

THE SUBJECT PROPERTY LIES WITHIN ZONE AC WITH A BASE FLOOD ELEVATION (BFE) OF 8.0 (NA08) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 12115003700E EFFECTIVE 3/27/2024.

AGENT/APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

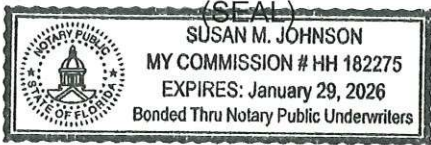
BEFORE ME, the undersigned authority personally appeared David Gomez, P.E.
who being by me first duly sworn on oath, deposes and says:

- 1. That he/she Affirms and Certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of North Port, and that all statements and diagrams submitted herewith and attached hereto, are true and accurate to the best of their knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of North Port, Florida, and are **Not Returnable**.
- 2. That he/she desires Site Development and Infrastructure approval for the use of property as proposed, for the property legally described on this Application.
- 3. That the submittal requirements for this Application, which are attached hereto, have been completed and attached hereto as part of this Application.

[Signature]
(Agent/Applicant's Signature)

STATE OF FLORIDA
COUNTY OF SARASOTA
~~CITY OF NORTH PORT~~

The foregoing instrument was acknowledged before me this 7th day of January, 2025, by David Gomez, who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public (Signature)

SUSAN M JOHNSON
Print or type Notary Name

Commission (serial) Number HH182275

My Commission Expires: January 29, 2026

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

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

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

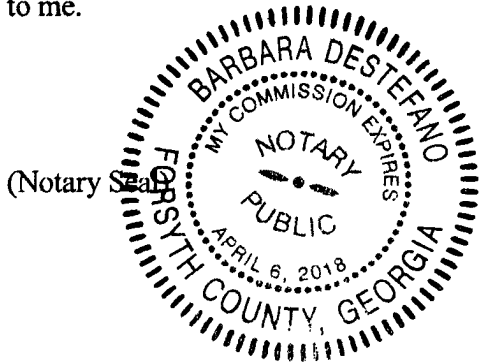
By: *SE Thomas* (SEAL)
Name: Stanley E. Thomas
Title: Manager

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).

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.



First American Title Insurance Company
 10210 Highland Manor Drive, Ste 120
 Tampa, FL 33610
 Phone: (813)261-3450
 Fax:

**CERTIFICATE OF TITLE INFORMATION FOR THE FILING
 OF A SUBDIVISION PLAT IN
 Sarasota County, Florida**

FATIC File No.: 2240-2812143

A search of the Public Records of Sarasota County, Florida, through December 11, 2024 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of WELLEN PARK - VILLAGE K (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

The last deed of record was dated May 28, 2014 and recorded May 29, 2014 in Instrument No. [2014062917](#), Public Records of Sarasota County, Florida.

The record title holder is Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership, formerly known as Thomas Ranch Land Partners North Port, LLLP, a Florida limited liability limited partnership.

The name(s) of the record title holder coincides with the name(s) shown as owner(s) on the unrecorded plat of WELLEN PARK - VILLAGE K.

Unsatisfied mortgages or liens encumbering said property are as follows:

NONE

Underlying rights of way, easements or plats affecting said property are as follows:

1. Easement granted to Florida Power & Light Company by instrument recorded in Deed [Book 98, Page 314](#) as affected by Partial Release of Easement in Instrument No. [2021098147](#) and Instrument No. [2022193840](#) .
2. Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Instrument No. [2004216589](#) as amended in Instrument No. [2005257191](#) and Instrument No. [2007018906](#) , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
3. Declaration of Covenants, Conditions and Restrictions, including any amendments or modifications thereto, recorded in Instrument No. [2005197548](#) as amended in Instrument No. [2008099652](#) , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

4. Amended and Restated Utility Agreement as set forth in instrument recorded in Instrument No. [2007064870](#) .

Other information regarding said property includes:

5. Water and Wastewater Interim Utilities Agreement as set forth in instrument recorded in Instrument No. [2005089520](#) .
6. 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 No. [2004223490](#), Instrument No. [2006023618](#), Instrument No. [2007048565](#), Instrument No. [2007086623](#), Instrument No. [2007176566](#), Instrument No. [2008055051](#), Instrument No. [2018000839](#), Instrument No. [2018084717](#), Instrument No. [2018142894](#), which contain provisions creating assessments; and as affected by West Villages Improvement District Unit of Development No. 1 Notice of Series 2017 Special Assessments and Government Lien of Record (Series 2017 Refunding Bonds), which contain provisions for liens and assessments, as recorded in Instrument No. [2017111575](#); and as affected by Collateral Assignment and Assumption of Development Rights (Unit of Development No. 1), as recorded in Instrument No. [2017111576](#); and as affected by Declaration of Consent to Jurisdiction of West Villages Improvement District and to Imposition of Special Assessments (Unit of Development No. 1) (Series 2017 Refunding Bonds), which contain provisions for liens and assessments, as recorded in Instrument No. [2017111577](#), Instrument No. [2017111578](#), Instrument No. [2017111579](#), Instrument No. [2017111580](#), Instrument No. [2017111581](#), Instrument No. [2017111582](#), Instrument No. [2017111583](#), and in Instrument No. [2017111584](#); Agreement regarding True-Up as recorded in Instrument No. [2021072096](#); West Villages Improvement District Unit of Development No. 1; Agreement regarding Inclusion of Certain Real Property in Unit of Development No. 1 as recorded in Instrument No. [2022119302](#); Notice of Amended Boundary as recorded in Instrument No. [2022121327](#); Amended and Restated Notice of Establishment of the West Villages Improvement District Unit of Development No. 1 as recorded in Instrument No. [2022198036](#); Amended and Restated Notice of Series 2017 Special Assessments and Government Lien of Record as recorded in Instrument No. [2022198138](#); Irrigation Water Supply Agreement recorded in Instrument No. [2018159052](#); Amended and Restated Notice of Establishment in Instrument No. [2022121328](#).
7. Ordinance No. 2018-08 recorded in Instrument No. [2018105750](#).
8. Recorded Notice of Environmental Resource Permit recorded in Instrument No. [2019126330](#).
9. West Villages Developer Agreement as set forth in instrument recorded in Instrument No. [2020042302](#) amended in Instrument No. [2024156163](#) .
10. Utility Easement recorded in Instrument No. [2021094417](#).
11. Use restrictions as contained in paragraph 1 of the Declaration of Restrictive Covenants and Rights as recorded August 20, 2021 in Instrument No. [2021153734](#).
12. Recorded Notice of Environmental Resource Permit recorded in Instrument No. [2022068841](#).
13. Recorded Notice of Environmental Resource Permit recorded in Instrument No. [2022068842](#).

14. Terms and Provisions of Resolution No. 2022-07, as recorded in Instrument No. [2022087186](#), establishing West Villages Improvement District Unit of Development No. 9 and by Notice of Establishment of West Villages Improvement District Unit of Development No. 9 as recorded in Instrument No. [2022105405](#); Collateral Assignment and Assumption of Development Rights Relating to Unit of Development No. 9 (Series 2023 Bonds), as recorded in Instrument No. [2023062283](#); as affected by: Agreement Regarding the True-Up and Payment of Special Assessments for Special Assessment Revenue Bonds, Unit of Development No. 9; (Series 2023 Bonds); as recorded in Instrument No. [2023062284](#); Declaration of Consent to Jurisdiction of West Villages Improvement District and to Imposition of Special Assessments, Unit of Development 9 Series 2023 Bonds (Series 2023 Bonds); as recorded in Instrument No. [2023062285](#); West Villages Improvement District Unit of Development No. 9 Notice of Series 2023 Special Assessments, and Government Lien of Record as recorded in Instrument No. [2023062286](#).
15. Recorded Notice of Environmental Resource Permit recorded in Instrument No. [2023167185](#).
16. Restrictive Covenant (including license to use) as recorded September 27, 2018, in Instrument No. [2018128694](#).
17. Recorded Notice of Environmental Resource Permit recorded in Instrument No. [2020031687](#).
18. Resolution No. 2023-R-18 recorded in Instrument No. [2023097555](#).
19. Easement Agreement recorded in Instrument No. [2023097556](#).

Ad valorem taxes on said property are PAID for Tax Parcel I. D. Number 0811005000.

**CERTIFICATE OF TITLE INFORMATION FOR THE FILING
OF A SUBDIVISION PLAT IN
Sarasota County, Florida**

This property information report is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing 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 in the property information report as the recipients of the property information report.

First American Title Insurance Company



By: _____
Authorized Signatory

Exhibit "A"

Part of the Northwest quarter of Section 10, Township 40 South, Range 20 East, City of North Port, Sarasota County, Florida, described as follows:

Commencing at the Northeast corner of the Northwest quarter of Section 10, Township 40 South, Range 20 East; Thence South $77^{\circ} 28' 45''$ West, a distance of 214.84 feet to the intersection of the Southerly line of Manasota Beach Road, MANASOTA BEACH RANCLANDS PLAT NO. 1 according to the plat recorded in Plat [Book 55, Page 367](#) and the Westerly right-of-way line of South River Road according to the Warranty Deed recorded in Instrument No. [2008060371](#) being the Point of Beginning; thence South $00^{\circ} 28' 30''$ West, a distance of 1,827.66 feet along said Westerly right-of-way line to the Northeast corner of LAKESPUR AT WELLEN PARK according to the plat recorded in Plat [Book 57, Page 107](#); thence North $89^{\circ} 31' 30''$ West, a distance of 400.00 feet along said North boundary line to the Southeast corner of land described in Special Warranty Deed recorded in Instrument No. [2021094420](#); thence along Easterly boundary of said Special Warranty Deed for the following four (4) courses: 1) North $00^{\circ} 28' 30''$ East, a distance of 938.34 feet; 2) North $89^{\circ} 17' 37''$ West, a distance of 300.00 feet; 3) North $69^{\circ} 38' 16''$ West, a distance of 580.51 feet; 4) North $15^{\circ} 02' 48''$ West, a distance of 691.12 feet to last said Southerly line being a point on a tangent curve; thence along said tangent curve to the right, having a radius of 2,135 feet, a central angle of $9^{\circ} 41' 44''$, a chord bearing of North $85^{\circ} 51' 31''$ East, a chord length of 360.85 feet, an arc distance of 361.29 feet to a point of tangency; thence South $89^{\circ} 17' 37''$ East, a distance of 1,071.16 feet along said Southerly line and to the Point of Beginning.