



**PSPP-25-03579**

Brightmore East Preliminary Subdivision Plat  
Resolution No. 2026-R-05

**From:** Sherry Willette-Grondin, Planner III

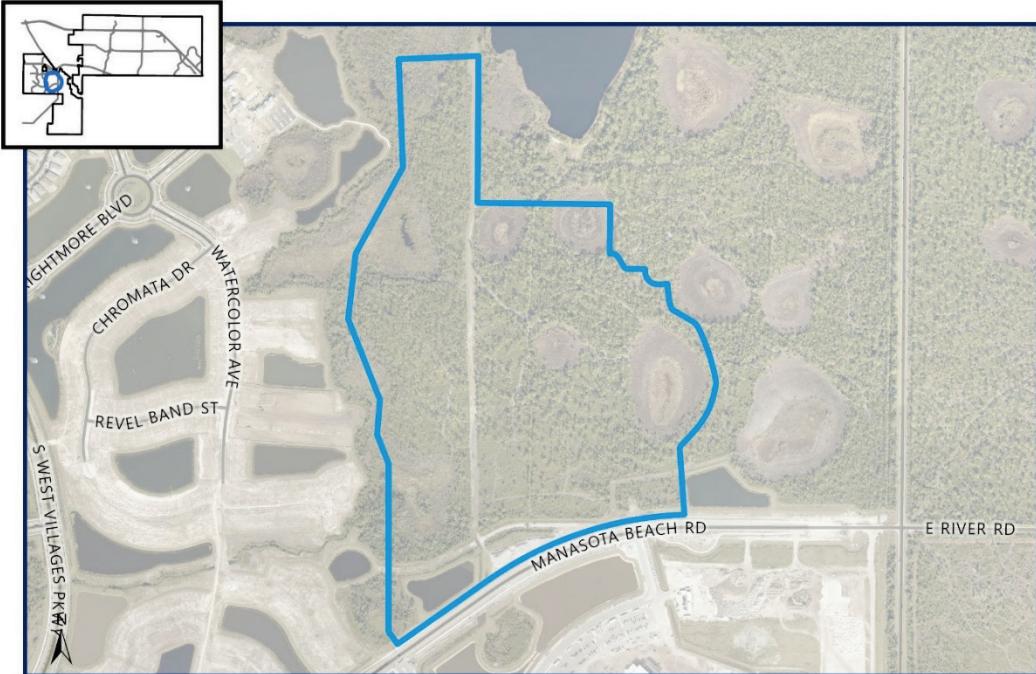
**Thru:** Lori Barnes, AICP, CPM, Deputy Development Services  
Director

**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:** January 15, 2026



Disclaimer: This map is for reference purposes only and is not to be construed as a legal document. Any reliance on the information contained herein is at the user's risk. The City of North Port and its agents assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

**PROJECT:** PSPP-25-03579; Preliminary Subdivision Plat for Brightmore East

**REQUEST:** Consideration of Preliminary Subdivision Plat for Brightmore East

**APPLICANT:** Ty E. Gremaux, P.E., Kimley-Horn and Associates, Inc., on behalf of the  
property owner Manasota Beach Ranchlands, LLLP (**Exhibit B, Affidavit**)

**OWNERS:** Manasota Beach Ranchlands, LLLP (**Exhibit C, Special Warranty Deed**)

**LOCATION:** North of Manasota Beach Road and East of S. West Villages Parkway

**PROPERTY SIZE:** ± 108.8 acres

**ZONING:** Village (V)

## I. BACKGROUND

The Planning & Zoning Division has received a Preliminary Subdivision Plat petition from Ty E. Gremaux, P.E., Kimley-Horn and Associates, Inc., on behalf of the property owner Manasota Beach Ranchlands, LLLP, for the Brightmore East residential development. This petition proposes creating a multi-family subdivision consisting of 290 units, divided into 37 six-unit buildings and 17 four-unit buildings.

The proposed density for this site is 2.67 dwelling units per acre, with 67% of the area designated as open space, 580 parking spaces, and a maximum building height of 35 feet. The subdivision construction will include installing essential infrastructure, such as water and sanitary lines, roadways, drainage systems, and stormwater management areas. An application for the final plat has been submitted and is being reviewed concurrently with the preliminary subdivision plan.

The subject property is zoned Village (V) with a Future Land Use Designation of Village (V). The subject property is located within Village G in Mixed-Use Residential Neighborhood 2 (MURN-2) within Wellen Park. The approval of this project will bring the total number of permitted residential units in Village G to 1,218. This figure remains comfortably under the established cap of 1,800 residential units as specified in the adopted Village G Pattern Plan.

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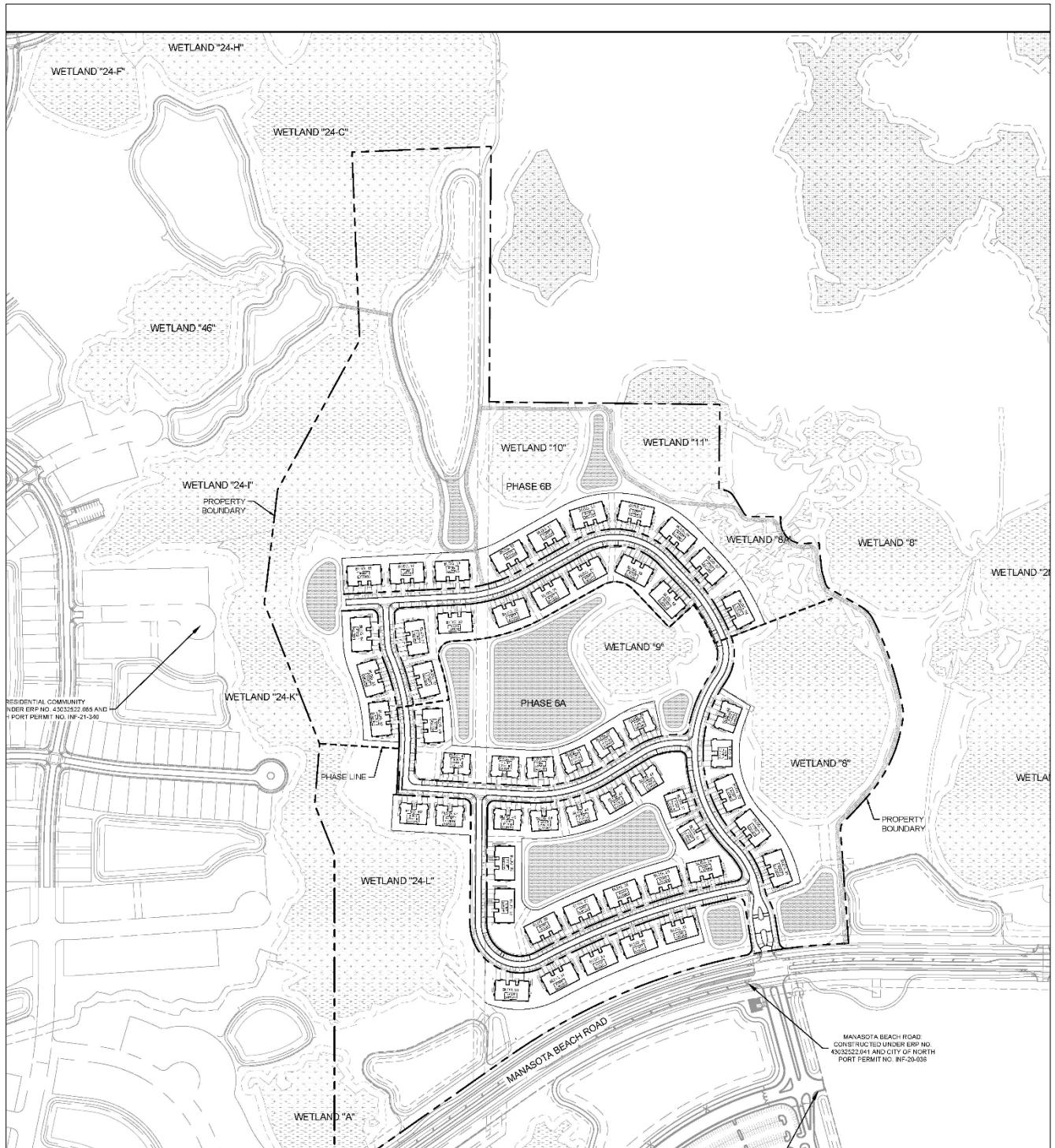


Figure 1- Proposed Preliminary Subdivision Plat, Brightmore East

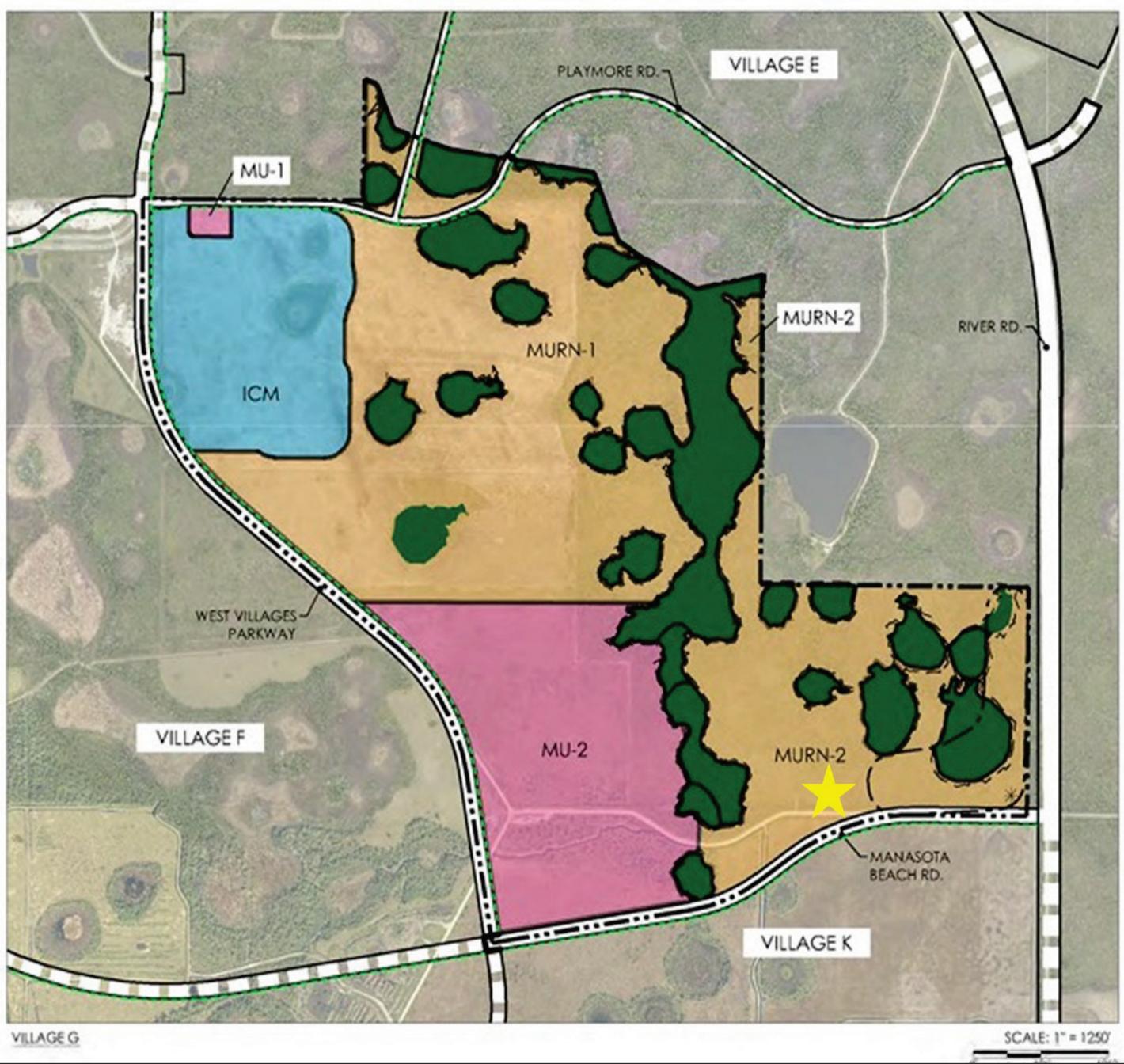


Figure 2- Neighborhood Plan from the adopted Village G, Village District Pattern Plan

## II. STAFF ANALYSIS

### COMPLIANCE WITH FLORIDA STATUTES CHAPTER 177:

F.S. 177.073(1)(e): “Preliminary plat” means a map or delineated representation of the subdivision of lands that is a complete and exact representation of the residential subdivision or planned community and contains any additional information needed to be in compliance with the requirements of this chapter.

**Findings:** The subject preliminary subdivision plat meets the definition of a “preliminary plat” and contains all required information for compliance with Chapter 177. Any forthcoming final plat will be required to be consistent with the approved preliminary plat.

**Conclusion:** PSPP-25-03579 was reviewed and found to be in conformance with Chapter 177, Florida Statutes.

### COMPLIANCE WITH THE CITY OF NORTH PORT COMPREHENSIVE PLAN GOALS, OBJECTIVES AND POLICIES:

#### POLICY FLU 1.8.1. IMPLEMENTING UNIFIED LAND DEVELOPMENT CODE

The City shall enforce creative, innovative land development regulations which contain specific provisions to implement the adopted Comprehensive Plan. Improvements to the land development regulation process shall focus on efficiency and effectiveness through a streamlining of procedures. Land development regulations shall, at a minimum:

1. Regulate the subdivision of land.

**Findings:** The preliminary subdivision plat application was submitted in accordance with the procedures outlined in the Unified Land Development Code (ULDC) and satisfies all applicable ULDC requirements. This submission effectively implements the vision articulated in the Comprehensive Plan, as specified by the aforementioned Policy.

**Conclusion:** PSPP-25-03579 is consistent with Policy FLU 1.8.1 of the Comprehensive Plan.

#### POLICY FLU 2.1.1. SITE AND SUBDIVISION DESIGN

The City shall require that site and subdivision designs are developed according to a process in which the design begins with consideration of connected, integrated open space, followed by definition of development areas and locations of streets and trails to minimize impacts to natural features and environmental systems, and concludes with the establishment of lots/lot lines.

**Findings:** The preliminary subdivision plat represents a subdivision designed for orderly development, which includes residential lots, associated roadways, stormwater management ponds, and other features that will not impact the environmental systems. The plan preserves on-site wetlands, incorporating 25-foot buffers around them to ensure their protection.

**Conclusion:** PSPP-25-03579 is consistent with Policy FLU 2.1.1 of the Comprehensive Plan.

**TRANSPORTATION ELEMENT, POLICY 5.5:** The City shall continue to implement the land development regulations, implementing City standards which require developers to provide bicycle/pedestrian pathways, where appropriate, in new subdivision developments.

**Findings:** The proposed subdivision includes 5-foot sidewalks on both sides of all internal roadways. These sidewalks connect to 11-foot boardwalks and a 12-foot multi-use trail, which links to existing pathways within Village G. This design ensures a seamless route for pedestrians and cyclists, enhancing accessibility for future residents.

**Conclusion:** PSPP-25-03579 is consistent with Transportation Element, Policy 5.5 of the Comprehensive Plan.

**CONSERVATION ELEMENT, POLICY 1.8:** The City shall work with developers and landowners to preserve natural wetlands to the greatest extent possible in order to preserve wetland habitat vital to wading birds and wildlife, especially listed species, and to maintain natural surface water levels in wetland systems and associated habitat. Where appropriate and feasible, the City shall continue to support the acquisition of important wetland habitats/systems, and it is also preferred that mitigation for any wetlands that are taken due to development activity be located within the City of North Port or in mitigation banks adjacent to the City.

**Findings:** There are 25-foot wetland buffers along the boundaries of the proposed subdivision. All on-site and adjacent wetlands are planned to be preserved throughout this development, ensuring the natural integrity of the system.

**Conclusion:** PSPP-25-03579 is consistent with Conservation Element, Policy 1.8 of the Comprehensive Plan.

**PUBLIC SCHOOL FACILITY ELEMENT, OBJECTIVE 1.6:** Implement Public School Concurrency

The City shall evaluate future land use changes, rezoning, and subdivision and site plan petitions for residential development to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.

**Findings:** A School Concurrency Determination Letter of Receipt was submitted with the subject Preliminary Subdivision Plat application, consistent with the requirements of the ULDC and the processes of the Sarasota County School Board.

**Conclusion:** PSPP-25-03579 is consistent with Public School Facility Element, Objective 1.6 of the Comprehensive Plan.

**HOUSING ELEMENT, OBJECTIVE 1:** To provide a variety of housing types and affordability levels to accommodate the present and future housing needs of North Port residents.

**Findings:** The proposed 290-unit townhome subdivision will increase housing options within the City, consistent with the above objective.

**Conclusion:** PSPP-25-03579 is consistent with Housing Element, Objective 1 of the Comprehensive Plan.

## **COMPLIANCE WITH THE CITY OF NORTH PORT UNIFIED LAND DEVELOPMENT CODE (ULDC):**

### **Chapter 4 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.

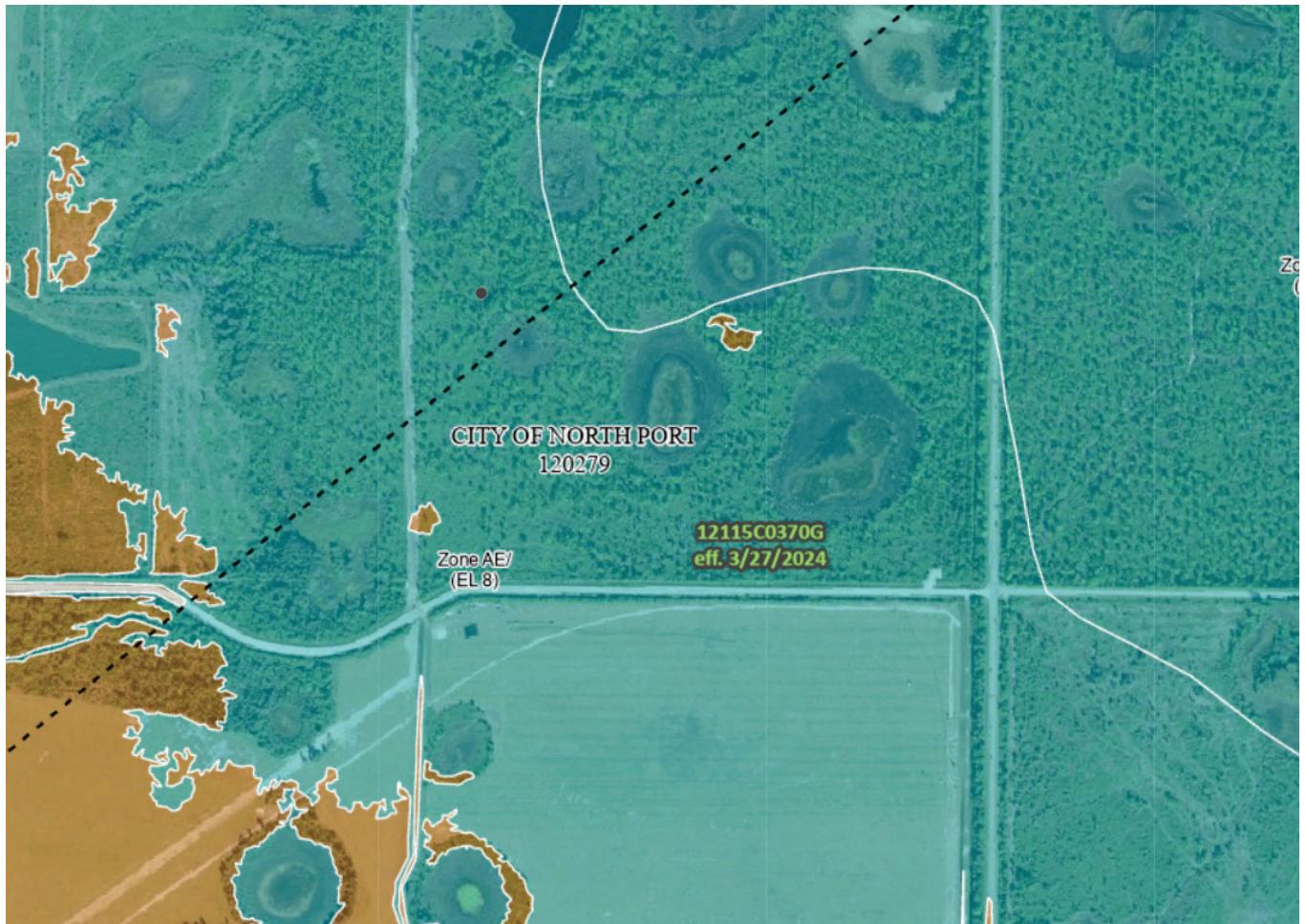
**Conclusion:** PSPP-25-03579 was reviewed and found to be in conformance with the required lot sizes, easements and the right-of-way dimensions set forth within the Unified Land Development Code.

## **ENVIRONMENTAL**

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

## FLOOD ZONE

The site is in a FEMA Flood Zone "AE" (1% annual chance flood for which base flood elevations) have been determined) according to Flood Insurance Rate Map for Sarasota County, Community Panel No. 12115C0370G, revised March 27, 2024.



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### III. STAFF REVIEW

The development review committee conducted a thorough review of the preliminary subdivision plat, evaluating its layout, zoning compliance, and environmental impact. Following a detailed assessment, the committee identified no concerns, thereby confirming that the proposed preliminary subdivision plat complies with all pertinent policies and regulations necessary for advancing in the development process.

### IV. LEGAL REVIEW

Resolution 2026-R-05 has been reviewed by the City Attorney and it is legally correct as to form.

### V. STAFF RECOMMENDATION

**Recommended Action:**

Approve the preliminary subdivision plat.

**Commission Options:**

**Option 1:** Approve the preliminary subdivision plat.

Pros:

- **Consistent with the adopted Village G Village District Pattern Plan:** The project is located within Wellen Park in Village G, an area planned for residential growth and supports the city's intent to provide a mix of housing options.
- **Stormwater Management:** Includes eight new ponds designed to attenuate and treat runoff, ensuring compliance with water quality and flood control requirements.
- **Compact Housing Form:** Provides 290 townhome units, diversifying housing stock and potentially supporting affordability goals

Cons:

- **Traffic Impacts:** Additional residential units may contribute to increased traffic volumes along U.S. 41 and within the Wellen Park area, potentially requiring monitoring or future improvements.
- **Construction Disruptions:** Construction in proximity to U.S. 41 may temporarily affect traffic flow and cause localized disturbance.

**Option 2:** Deny the preliminary subdivision plat as presented by the Applicant.

Pros:

- **Traffic Mitigation:** Denial would avoid adding new vehicle trips in the Wellen Park area and along U.S. 41.
- **Environmental Preservation:** Retains existing pervious surface area and tree coverage.

Cons:

- **Lost Housing Opportunity:** Denial would limit the provision of 290 single-family attached homes, reducing diversity in the city's housing supply.
- **Inefficient Land Use:** Leaves the parcel undeveloped, potentially underutilizing land within a planned growth area, adjacent to available infrastructure.
- **Interruption of Planned Development Pattern:** Creates a gap in the continuity of Wellen Park's build-out and may undermine long-range planning objectives.

## VI. PUBLIC NOTICE AND HEARING SCHEDULE

Notice of Public Hearings (Exhibit E) were mailed to the owner and property owners within a 1,200-foot radius of the subject property on December 30, 2025. The petition was also advertised in a newspaper of general circulation within the City of North Port on January 30, 2026, in accordance with the provisions of Section 166.041, Florida Statutes and Section 7.06 of the Charter of the City of North Port, and Chapter 2, Article II, Section 2.2.2 of the City's Unified Land Development Code (ULDC) as amended.

<b>PUBLIC HEARING SCHEDULE</b>	Planning & Zoning Advisory Board Public Hearing	January 15, 2026 9:00 AM or as soon thereafter
	City Commission Public Hearing	February 10, 2026 10:00 AM or as soon thereafter

## VII. RECOMMENDED MOTIONS

### **PLANNING & ZONING ADVISORY BOARD—**

The Planning & Zoning Advisory Board recommends **approval** of Petition No. PSPP-25-03579, Brightmore East Preliminary Subdivision Plat, as stated:

I move to recommend approval of Petition No. PSPP-25-03579 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 approves Resolution No. 2026-R-05, Petition No. PSPP-25-03579, Brightmore East Preliminary Subdivision Plat, as stated:

I move to approve Resolution No. 2026-R-05 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).

## **VIII. ALTERNATIVE MOTIONS**

Petition PSPP-25-03579 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-25-03579 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 Brightmore East Preliminary Subdivision Plat, Petition No. PSPP-25-03579, 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 North Port Comprehensive Plan because .

[include explanation of how the preliminary subdivision plat fails to meet each specific regulation]

#### **CITY COMMISSION—**

**MOTION TO DENY:** I move to deny Resolution No. 2026-R-05, Brightmore Preliminary Subdivision Plat, Petition No. PSPP-25-03579, and 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].

## **IX. EXHIBITS**

A.	Preliminary Subdivision Plat
B.	Affidavit
C.	Special Warranty Deed
D.	Title Assurance
E.	Public Notice



## Exhibit A - Preliminary Subdivision Plat

## 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 PROVIDED) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION". 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 SPECIFIED, REMOVE ALL STUMPS, ROOTS, MOSS, 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 AS TO THE EXACT LOCATION OF ANY EXISTING UTILITIES. THE ACTUAL LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BY THE CONTRACTOR AT ANY WORK TO BE PERFORMED. FURTHERMORE, THE CONTRACTOR SHALL FULLY REINFORCE ANY AND ALL EXISTING UTILITIES DUE TO CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL EXEMPT NO LIABILITY FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES, WHETHER CAUSED BY THE CONTRACTOR 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 THE PERMISSIBILITY OF THE ACTION TAKEN SHALL BE APPROVED FOR SUCH ACTION.
4. IT IS THE CONTRACTOR'S 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 MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL MAKE A COPY OF THE CONSTRUCTION PLANS AND CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MIGHT 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 PLANS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER PRIOR TO 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 COMPACTANT, 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. THE SURVEY SHALL BE SUBMITTED TO THE ENGINEER WITH THE LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

## ADA NOTES

1. CURB RAMPS ALONG PUBLIC STREETS AND IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED BASED ON THE FDOT 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 FLARES.
3. ALL ACCESSIBLE ROUTES, GENERALS SHALL AND BUILDING ELEMENTS, RAMPS, CURB RAMPS, STRIPPING, AND PAVEMENT MARKERS SHALL CONFORM TO ADA STANDARDS FOR ACCESSIBLE DESIGN, LINES 1-2.
4. ONE MORE UNITS PER DWELLING SHALL ALSO CONFORM TO THE FAIR HOUSING ACT (FHA) 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 FHA) EXIST TO AND FROM EVERY DOOR AND ALONG SIDEWALKS. ACCESSIBLE PARKING SPACES, ACCESS AISLES, AND ACCESS ROUTES IN NO CASE SHALL EXCEED 20 PERCENT SLOPE. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 20 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 0.5 PERCENT. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION.
6. CONTRACTOR SHALL TAKE FIELD PLACEMENT MEASUREMENTS ON FINISHED SURFACES AND FORM BOARDS TO PLACE PAVING SLAB TO VERIFY THAT ADA SLOPE REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. 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 COUNTY'S 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 RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
3. TRAFFIC CONTROL, ALL FOOT LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE UNIFORM TRAFFIC CONTROL DEVICES (U.D.T.C.D.) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED, AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED 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 EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH 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 CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE PROPER DRAINAGE FLOWS.

## WATER AND SEWER UTILITY NOTES

1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES GRAVITY SEWER LINES AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, LABOR AND TIME 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 COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.
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 MANUFACTURER'S RECOMMENDATIONS. SELECTED PIPE LOCATIONS ARE SHOWN WITH FITTINGS WITH A WATER-TIGHT PLUG WHEN UNLOADING IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOIN 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 SHALL INCLUDE UNLOADING, TRENCHING, LAYING, AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. PIPES, FITTINGS, AND VALVES SHALL BE CAREFULLY STORED PER THE MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS, WHICH IN THE OPINION OF THE ENGINER OR OWNER IS UNFIT FOR USE, SHALL NOT BE USED. ALL PIPES AND FITTINGS FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLE

#### EROSION CONTROL NOTES (CONT.)

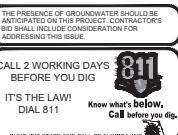
13. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.
14. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 861 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MAINTENANCE REQUIREMENTS.
15. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION AREAS CAUSES THE GRAVEL TO MOVE OR SHIFT CLOUD, 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 DUST POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM 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 RUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (STL 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, AND CLEARED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

## 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 NATIONAL 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 PERMIT. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DIRECTED BY THE PERMIT AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMPs) 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 DELINATE 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 POSSIBLE TO MAINTAIN VEGETATION AND SOIL STABILITY.
7. CONTRACTOR SHALL DESIGN 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 WASTE WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DEPLETED AND PROPERLY TREATED OR DISPOSED.
9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP 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 IS PROHIBITED.
11. RUBBISH, STONE, 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.



Kimley Horn

jimley»Hor

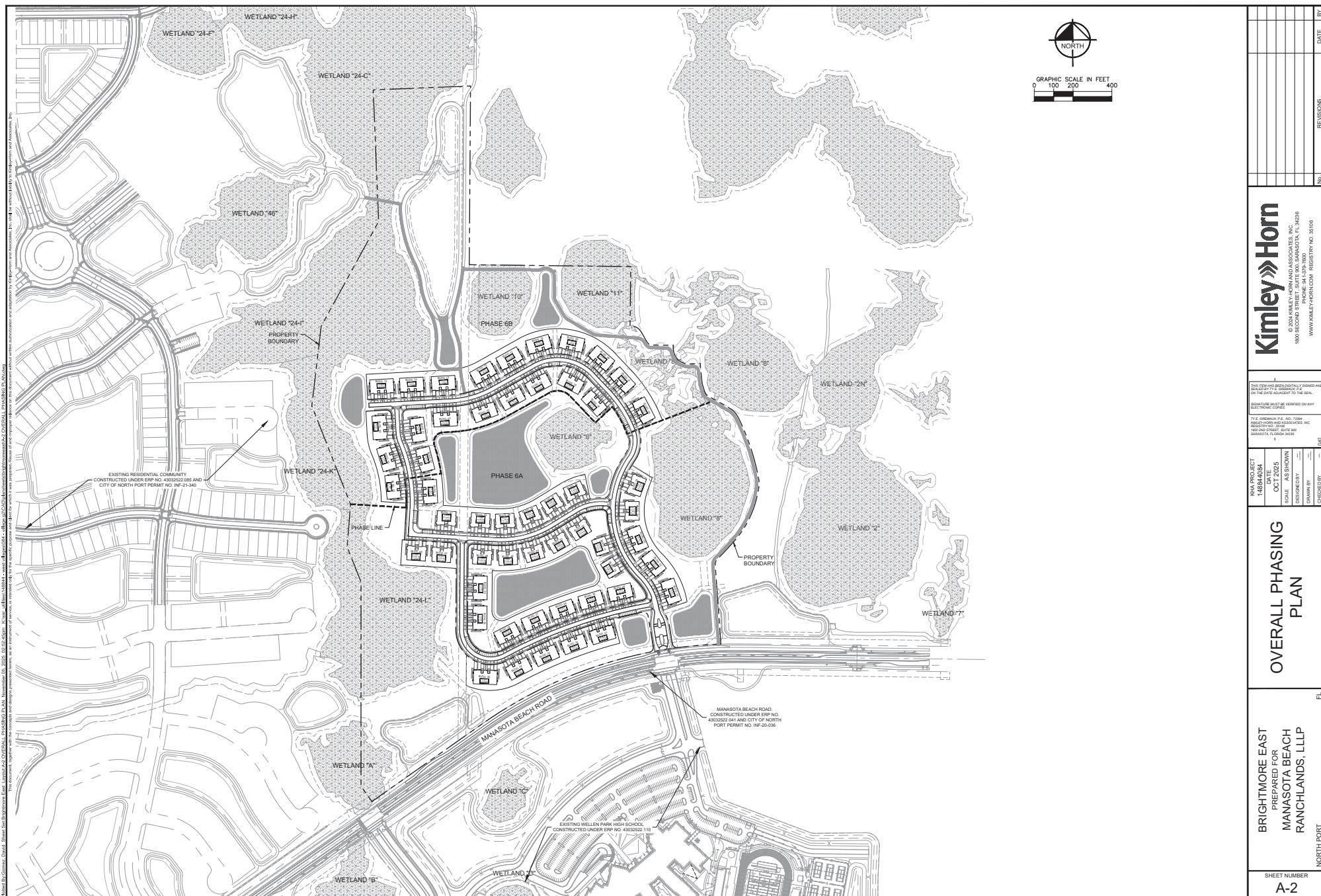
1  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND  
SEALED BY TY E. GROMAUX, P.E.  
ON THE DATE ADJACENT TO THE SEAL.

GENERAL NOTES

**BRIGHTMORE EAST**  
PREPARED FOR  
**MANASOTA BEACH**  
**RANCHLANDS, LLP**

2

## Exhibit A - Preliminary Subdivision Plat



# OWNER'S AFFIDAVIT

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

BEFORE ME, the undersigned authority personally appeared John Luczynski,  
who being by me first duly sworn on oath, deposes and says:

1. That he/she is the fee-simple owner of the property legally described and attached to this application.
2. That he/she desires Subdivision, Preliminary Plat approval to accomplish the above desired request, as stated on Page 1 of this Application.
3. That he/she has appointed Ty Gremaux, P.E. to act as Agent and/or Applicant in their behalf to accomplish the above.

  
(Owner's Signature)

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

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2025, by  
John Luczynski, who is personally known to me or who has produced  
\_\_\_\_\_  
as identification.

Manu Coppinger

---

**Notary Public (Signature)**

(SEAL)



**MARIA COPPINGER**  
Notary Public  
State of Florida  
Comm# HH587775  
Expires 8/28/2028

Maria Coppinger  
Print or type Notary Name

Commission (serial) Number 11

Commission (serial) Number HH587715

**My Commission Expires:** 8/28/2028

**NOTE:**

**All applications shall be signed by the Owner(s) of the Property, or some person duly authorized by the Owner to sign. The authority authorizing such person other than the Owner to sign MUST be attached.**

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: \$ 69.50

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:**

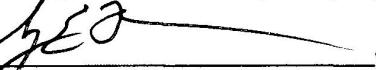
Signed, sealed and delivered in the presence of:



Print

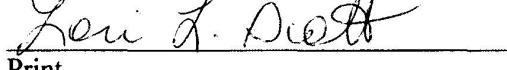
Name: Lesli L. Leberman

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

By: 

Name: Stanley E. Thomas

Title: Manager



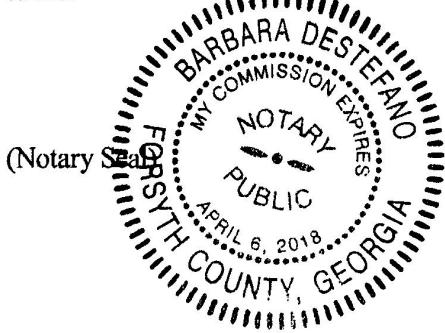
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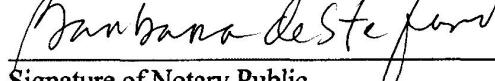
Name: Lori L. Scott

**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.





Signature of Notary Public

BARBARA DE STEFANO

Print Name of Notary Public

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

**EXHIBIT "A"**

Tract 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.: 2240-2817192

A search of the Public Records of Sarasota County, Florida, through May 13, 2025 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 - BRIGHTMORE EAST (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 Official Records Instrument No. [2014062917](#), Public Records of Sarasota County, Florida.

The record title holder is Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership f/k/a 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 - BRIGHTMORE EAST.

Unsatisfied mortgages or liens encumbering said property are as follows:

NONE

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

Other information regarding said property includes:

1. 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. [2017111575](#), Instrument No. [2017111576](#), Instrument No. [2017111577](#), Instrument No. [2017111578](#), Instrument No. [2017111579](#), Instrument No. [2017111580](#), Instrument No. [2017111582](#), Instrument No. [2017111583](#), Instrument No. [2018000839](#), Instrument No. [2018084717](#), Instrument No. [2018142894](#), Instrument No. [2018154491](#), Instrument No. [2018164671](#), Instrument No. [2019007882](#), Instrument No. [2019048577](#), Instrument No. [2019048579](#), Instrument No. [2019048581](#), Instrument No. [2019052599](#), Instrument No. [2022119303](#), Instrument No. [2022119304](#), Instrument No. [2022121327](#), Instrument No. [2022121328](#), Instrument No. [2022198138](#) and as affected by Consent recorded in Instrument No. [2022173767](#).
2. Water and Wastewater Interim Utilities Agreement recorded in Instrument No. [2005089520](#).

3. Amended and Restated Utility Agreement recorded in Instrument No. [2007064870](#).
4. Real Property Dedication Agreement recorded in Instrument No. [2016136666](#) assigned in Instrument No. [2017117935](#) and Instrument No. [2018141014](#).
5. Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. [2018128694](#), as amended in Instrument No. [2021097941](#).
6. Irrigation Water Supply Agreement as recorded in Instrument No. [2018159052](#).
7. 2019 Amended and Restated Utilities Agreement recorded in Instrument No. [2019125013](#).
8. Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. [2021153734](#).
9. West Villages Developer Agreement (Post Annexation) recorded in Instrument No. [2020042302](#) as amended in Instrument No. [2024156163](#).
10. 2024 Utilities Agreement - Water Supply recorded in Instrument No. [2024152165](#).
11. Recorded Notice of Environmental Resource Permit recorded in Instrument No. [2022068842](#).

Ad valorem taxes on said property are Paid for Tax Parcel I. D. Number 0797003000, 0799001000, 0809001000, 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: \_\_\_\_\_  
Leslie Lambert, as Sr. VP

Dated: May 19, 2025

**Exhibit "A"**

THAT PART OF LANDS LYING IN SECTIONS 3, 4, 9 & 10, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 89°39'52" WEST, A DISTANCE OF 50.00 FEET TO THE EASTERLY BOUNDARY OF WELLEN PARK VILLAGE E, ACCORDING TO THE PLAT RECORDED IN PLAT [BOOK 55, PAGE 401](#);

THENCE SOUTH 00°24'59" WEST, A DISTANCE OF 402.20 FEET TO THE SOUTHEAST CORNER OF SAID BOUNDARY AND THE POINT OF BEGINNING;

THENCE SOUTH 00°24'59" WEST, PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 2,288.85 FEET TO A POINT BEARING NORTH 89°21'22" WEST, A DISTANCE OF 50.00 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 3;

THENCE SOUTH 00°25'05" WEST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 672.85 FEET;

THENCE SOUTH 89°20'28" EAST, A DISTANCE OF 832.41 FEET;

THENCE SOUTH 00°39'39" WEST, A DISTANCE OF 309.34 FEET;

THENCE SOUTH 49°27'55" EAST, A DISTANCE OF 146.38 FEET;

THENCE SOUTH 89°21'40" EAST, A DISTANCE OF 111.87 FEET;

THENCE SOUTH 00°39'39" WEST, A DISTANCE OF 15.57 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 93°42'44", AN ARC LENGTH OF 130.85 FEET, A CHORD OF WHICH BEARS SOUTH 46°11'43" EAST, A DISTANCE OF 116.74 FEET TO A POINT OF TANGENCY;

THENCE NORTH 86°56'55" EAST, A DISTANCE OF 54.90 FEET;

THENCE SOUTH 10°32'10" EAST, A DISTANCE OF 161.00 FEET;

THENCE SOUTH 59°05'02" EAST, A DISTANCE OF 169.19 FEET TO A POINT ON A NON-TANGENT CURVE;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,209.00 FEET, A CENTRAL ANGLE OF 19°18'10", AN ARC LENGTH OF 407.31 FEET, THE CHORD OF WHICH BEARS SOUTH 18°33'26" EAST, A DISTANCE OF 405.38 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 11°35'18" WEST, A DISTANCE OF 124.75 FEET;

THENCE SOUTH 29°14'05" WEST, A DISTANCE OF 144.50 FEET;

THENCE SOUTH 41°29'08" WEST, A DISTANCE OF 193.50 FEET;

THENCE SOUTH 03°11'33" EAST, A DISTANCE OF 191.45 FEET TO A POINT ON A NON-TANGENT CURVE ON THE NORTHERN BOUNDARY OF MANASOTA BEACH RANCHLANDS PLAT NO. 1 ACCORDING TO THE PLAT RECORDED IN PLAT [BOOK 55, PAGE 367](#) OF THE PUBLIC RECORDS OF SARASOTA,;

THENCE ALONG LAST SAID BOUNDARY LINE FOR THE FOLLOWING TWENTY TWO (22) COURSES:

1) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 54°43'08", AN ARC LENGTH OF 52.53 FEET, A CHORD OF WHICH BEARS SOUTH 03°11'33" EAST, A CHORD LENGTH OF 50.55 FEET, TO A POINT OF TANGENCY;

2) SOUTH 30°33'08" EAST, A DISTANCE OF 12.44 FEET TO A POINT OF CURVATURE;

3) ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 29°06'14", AN ARC LENGTH OF 22.86 FEET, A CHORD OF WHICH BEARS SOUTH 16°00'00" EAST, A CHORD LENGTH OF 22.61 FEET, TO A POINT OF TANGENCY;

4) SOUTH 01°26'53" EAST, A DISTANCE OF 70.09 FEET TO A POINT OF CURVATURE;

5) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 20°14'15", AN ARC LENGTH OF 19.43 FEET, THE CHORD OF WHICH BEARS SOUTH 11°34'01" EAST, A DISTANCE OF 19.33 FEET TO A NON-TANGENT LINE;

- 6) SOUTH  $52^{\circ}29'16''$  WEST, A DISTANCE OF 106.85 FEET TO BEING A POINT ON A NON-TANGENT CURVE;
- 7) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,265.00 FEET, A CENTRAL ANGLE OF  $31^{\circ}18'01''$ , AN ARC LENGTH OF 1,237.36 FEET, THE CHORD OF WHICH BEARS SOUTH  $70^{\circ}29'53''$  WEST, A DISTANCE OF 1,222.03 FEET TO A POINT OF TANGENCY;
- 8) SOUTH  $54^{\circ}50'52''$  WEST, A DISTANCE OF 91.57 FEET;
- 9) NORTH  $02^{\circ}25'36''$  EAST, A DISTANCE OF 132.24 FEET;
- 10) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF  $118^{\circ}32'08''$ , A RADIUS OF 57.00 FEET, AN ARC LENGTH OF 117.92 FEET, THE CHORD OF WHICH BEARS NORTH  $56^{\circ}50'27''$  WEST, A DISTANCE OF 97.99 FEET TO A POINT OF TANGENCY;
- 11) SOUTH  $63^{\circ}53'29''$  WEST, A DISTANCE OF 202.95 FEET TO A POINT OF CURVATURE;
- 12) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF  $21^{\circ}41'08''$ , A RADIUS OF 195.00 FEET, AN ARC LENGTH OF 73.80 FEET, THE CHORD OF WHICH BEARS SOUTH  $74^{\circ}44'03''$  WEST, A DISTANCE OF 73.36 FEET TO A POINT OF TANGENCY;
- 13) SOUTH  $85^{\circ}34'36''$  WEST, A DISTANCE OF 68.34 FEET TO A POINT OF CURVATURE;
- 14) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF  $134^{\circ}21'15''$ , A RADIUS OF 57.00 FEET, AN ARC LENGTH OF 133.66 FEET, THE CHORD OF WHICH BEARS SOUTH  $18^{\circ}23'59''$  WEST, A DISTANCE OF 105.07 FEET TO A POINT OF TANGENCY;
- 15) SOUTH  $48^{\circ}46'38''$  EAST, A DISTANCE OF 23.01 FEET TO A POINT OF CURVATURE;
- 16) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF  $17^{\circ}44'03''$ , A RADIUS OF 93.00 FEET, AN ARC LENGTH OF 28.79 FEET, THE CHORD OF WHICH BEARS SOUTH  $57^{\circ}38'40''$  EAST, A DISTANCE OF 28.67 FEET TO A POINT OF TANGENCY;
- 17) SOUTH  $66^{\circ}30'41''$  EAST, A DISTANCE OF 19.49 FEET TO A POINT OF CURVATURE;
- 18) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF  $63^{\circ}14'03''$ , A RADIUS OF 32.00 FEET, AN ARC LENGTH OF 35.32 FEET, THE CHORD OF WHICH BEARS SOUTH  $34^{\circ}53'39''$  EAST, A DISTANCE OF 33.55 FEET TO A POINT OF TANGENCY;
- 19) SOUTH  $03^{\circ}16'38''$  EAST, A DISTANCE OF 16.57 FEET TO A POINT OF TANGENCY;
- 20) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF  $31^{\circ}52'30''$ , A RADIUS OF 57.00 FEET, AN ARC LENGTH OF 31.71 FEET, THE CHORD OF WHICH BEARS SOUTH  $19^{\circ}12'53''$  EAST, A DISTANCE OF 31.30 FEET TO A NON-TANGENT LINE;
- 21) SOUTH  $35^{\circ}09'08''$  EAST, A DISTANCE OF 82.00 FEET;
- 22) SOUTH  $54^{\circ}50'52''$  EAST, A DISTANCE OF 243.82 FEET;

THENCE NORTH  $35^{\circ}09'08''$  WEST, A DISTANCE OF 97.49 FEET DEPARTING LAST SAID NORTH BOUNDARY LINE;

THENCE NORTH  $00^{\circ}00'00''$  EAST, A DISTANCE OF 1,052.53 FEET;

THENCE NORTH  $21^{\circ}37'37''$  WEST, A DISTANCE OF 194.47 FEET;

THENCE NORTH  $04^{\circ}34'46''$  EAST, A DISTANCE OF 220.46 FEET;

THENCE NORTH  $21^{\circ}28'54''$  WEST, A DISTANCE OF 544.75 FEET;

THENCE NORTH  $06^{\circ}40'23''$  EAST, A DISTANCE OF 413.04 FEET TO A POINT ON THE EASTERLY BOUNDARY OF BRIGHTMORE AT WELLEN PARK PHASES 1A-1C, 2A, AND 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT [BOOK 56, PAGE 258](#), OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE ALONG SAID EASTERLY BOUNDARY FOR THE FOLLOWING THREE (3) COURSES:

- 1) NORTH  $28^{\circ}44'39''$  EAST, A DISTANCE OF 616.14 FEET;
- 2) NORTH  $02^{\circ}19'55''$  WEST, A DISTANCE OF 2,066.51 FEET;
- 3) NORTH  $06^{\circ}22'39''$  WEST, A DISTANCE OF 878.13 FEET TO SOUTHERLY BOUNDARY LINE OF SAID WELLEN PARK VILLAGE E PLAT, BEING A POINT ON A NON-TANGENT CURVE;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 819.45 FEET, A CENTRAL ANGLE OF  $32^{\circ}44'13''$ , AN ARC LENGTH OF 468.20 FEET, THE CHORD OF WHICH BEARS SOUTH  $79^{\circ}09'39''$  EAST, A DISTANCE OF 461.86 FEET TO A POINT OF TANGENCY;

THENCE SOUTH  $62^{\circ}48'14''$  EAST, A DISTANCE OF 244.26 FEET TO THE SOUTHEAST CORNER OF SAID WELLEN PARK VILLAGE E AND THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 5,876,353 SQUARE FEET, OR 134.902 ACRES, MORE OR LESS.

(SEAL)

**PUBLIC HEARING  
NOTICE OF INTENT TO CONSIDER  
RESOLUTION NO. 2026-R-05**

NOTICE IS HEREBY GIVEN, that the City Commission of the City of North Port will hold a public hearing at **10:00 a.m.** or shortly thereafter, on **Tuesday, February 10, 2026**, in the City Chambers located at 4970 City Hall Boulevard, North Port, Florida to consider and act upon the following proposed City Resolution No. 2026-R-05:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA; APPROVING A PRELIMINARY SUBDIVISION PLAT FOR BRIGHTMORE EAST, A 290-UNIT MULTI-FAMILY RESIDENTIAL SUBDIVISION ON APPROXIMATELY 108.8 ACRES LOCATED WEST OF SOUTH RIVER ROAD AND NORTH OF MANASOTA BEACH ROAD; PROVIDING FOR FINDINGS; PROVIDING FOR PRELIMINARY SUBDIVISION PLAT APPROVAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

The proposed Resolution is on file in the Office of the City Clerk for inspection by the public between the hours of 8 a.m. to 4 p.m., Monday through Friday. The documents pertinent to the proposed Petition are on file in the Development Services Department, Planning & Zoning Division for inspection by the public between the hours of 8 a.m. to 4 p.m., Monday through Friday.

All interested parties may attend the hearing and be heard with respect to the proposed Resolution.

This public hearing may be continued from time to time.

No stenographic record by a certified court reporter is made of these meetings. If a person decides to appeal any decisions made with respect to any matter considered at the meeting(s) or hearing(s) noticed herein, he/she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which any appeal is to be based.

The North Port City Hall is wheelchair accessible. Special parking is available on the west side of City Hall and the building may be accessed from the parking area. Persons with hearing difficulties may contact the City Clerk to obtain a hearing device for use during meetings. Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in the meeting is asked to submit such a request at least 48 hours before the meeting by contacting the City Clerk's Office via email ([cityclerk@northportfl.gov](mailto:cityclerk@northportfl.gov)), fax (941-429-7008), or telephone (941-429-7270; this telephone voice number can be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711).

/s/

Heather Faust, MMC  
City Clerk

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**Please publish in legal section: January 30, 2026**

**Ad Size:** Standard Legal

**Please furnish proof of publication to** [s.willette@northportfl.gov](mailto:s.willette@northportfl.gov) [hfaust@northportfl.gov](mailto:hfaust@northportfl.gov);  
[mpowell@northportfl.gov](mailto:mpowell@northportfl.gov); [awindisch@northportfl.gov](mailto:awindisch@northportfl.gov)

**Internal Info:**

**Emailed on:**

**Requirement:** ULDC Section 2.1.4.L(2)c

- At least 10-days prior to adoption, noticed once in a newspaper of general circulation in the municipality.

Petition No. PSPP-25-03579



City of North Port  
Neighborhood Development Services  
Planning & Zoning Division  
4970 City Hall Boulevard  
North Port, FL 34286

Exhibit E - Public Notice

**PUBLIC NOTICE - CITY OF NORTH PORT  
NOTICE OF PUBLIC HEARING  
FOR RESOLUTION NO. 2026-R-05  
(PSPP-25-03579)**

**NOTICE IS HEREBY GIVEN**, pursuant to Florida State Statute 166.041(3)(c) that the City Commission of the City of North Port proposes to approve the following:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA; APPROVING A PRELIMINARY SUBDIVISION PLAT FOR BRIGHTMORE EAST, A 290-UNIT MULTI-FAMILY RESIDENTIAL SUBDIVISION, ON APPROXIMATELY 108.8 ACRES LOCATED GENERALLY WEST OF SOUTH RIVER ROAD AND NORTH OF MANASOTA BEACH ROAD; PROVIDING FOR FINDINGS; PROVIDING FOR PRELIMINARY SUBDIVISION PLAT APPROVAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

A Public Hearing will be held before the Planning and Zoning Advisory Board, designated as the Local Planning Agency (LPA), at **9:00** a.m. or shortly thereafter, on **Thursday, January 15, 2026**, in the City Chambers located at 4970 City Hall Boulevard, North Port, Florida to consider and act upon Resolution No. 2026-R-05 (PSPP-25-03579).

A Public Hearing will be held before the City Commission of the City of North Port at **10:00 a.m.**, or shortly thereafter, on **Tuesday, February 10, 2026**, in the City Chambers located at 4970 City Hall Boulevard, North Port, Florida to consider and act upon the following proposed City Resolution No. 2026-R-05.

«NAME1»  
«NAME\_ADD2»  
«NAME\_ADD3»  
«NAME\_ADD4»  
«NAME\_ADD5»  
«CITY», «STATE» «ZIP»  
«COUNTRY»

