



# STAFF REPORT

## Wellen Park Village E Tract 5 Replat

### Final Plat

**From:** Carl Benge, AICP, Planner III

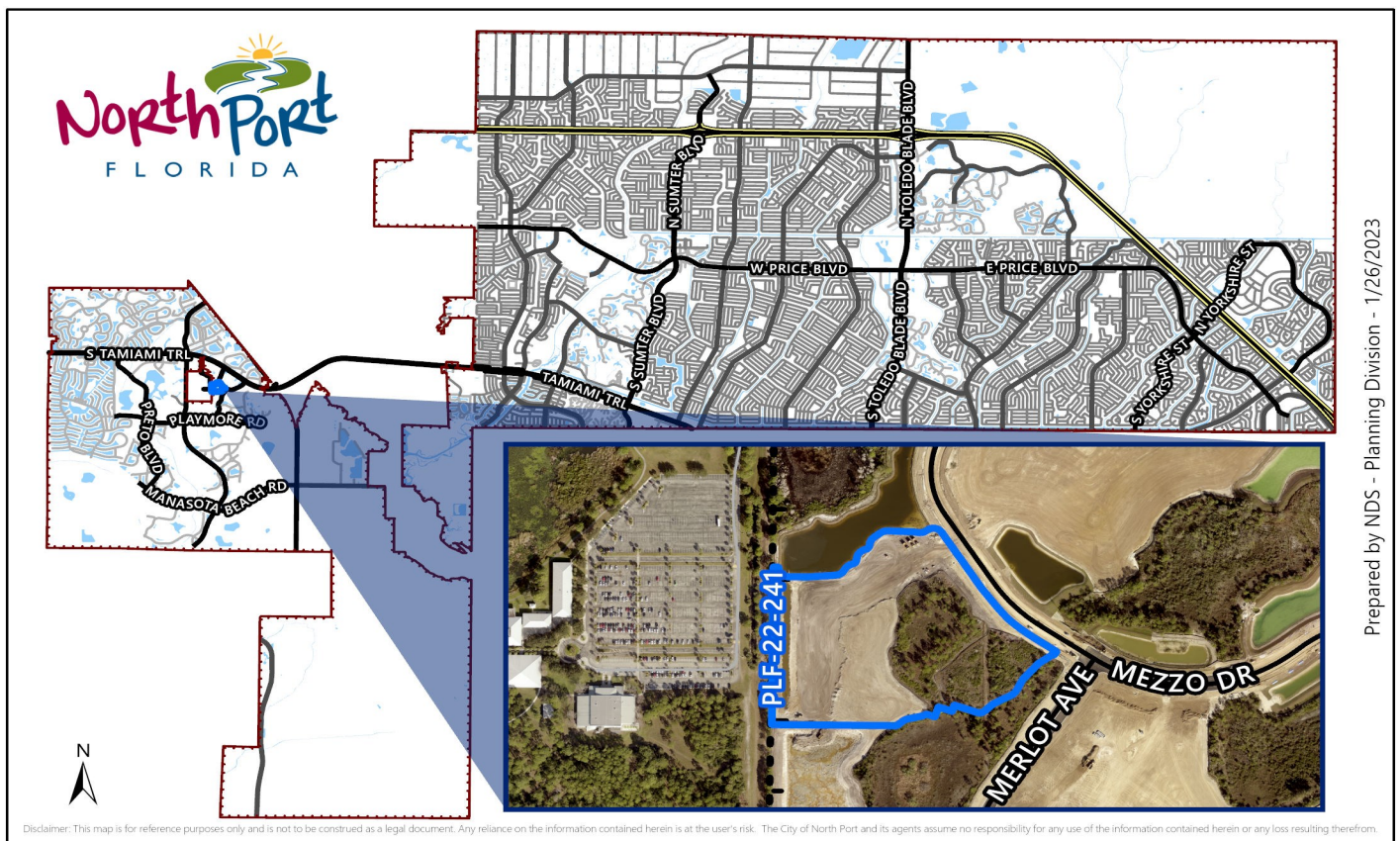
**Thru:** Lori Barnes, AICP, CPM, Planning & Zoning Division Manager

**Thru:** Alaina Ray, AICP, Neighborhood Development Services Director

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

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

**Date:** March 16, 2023

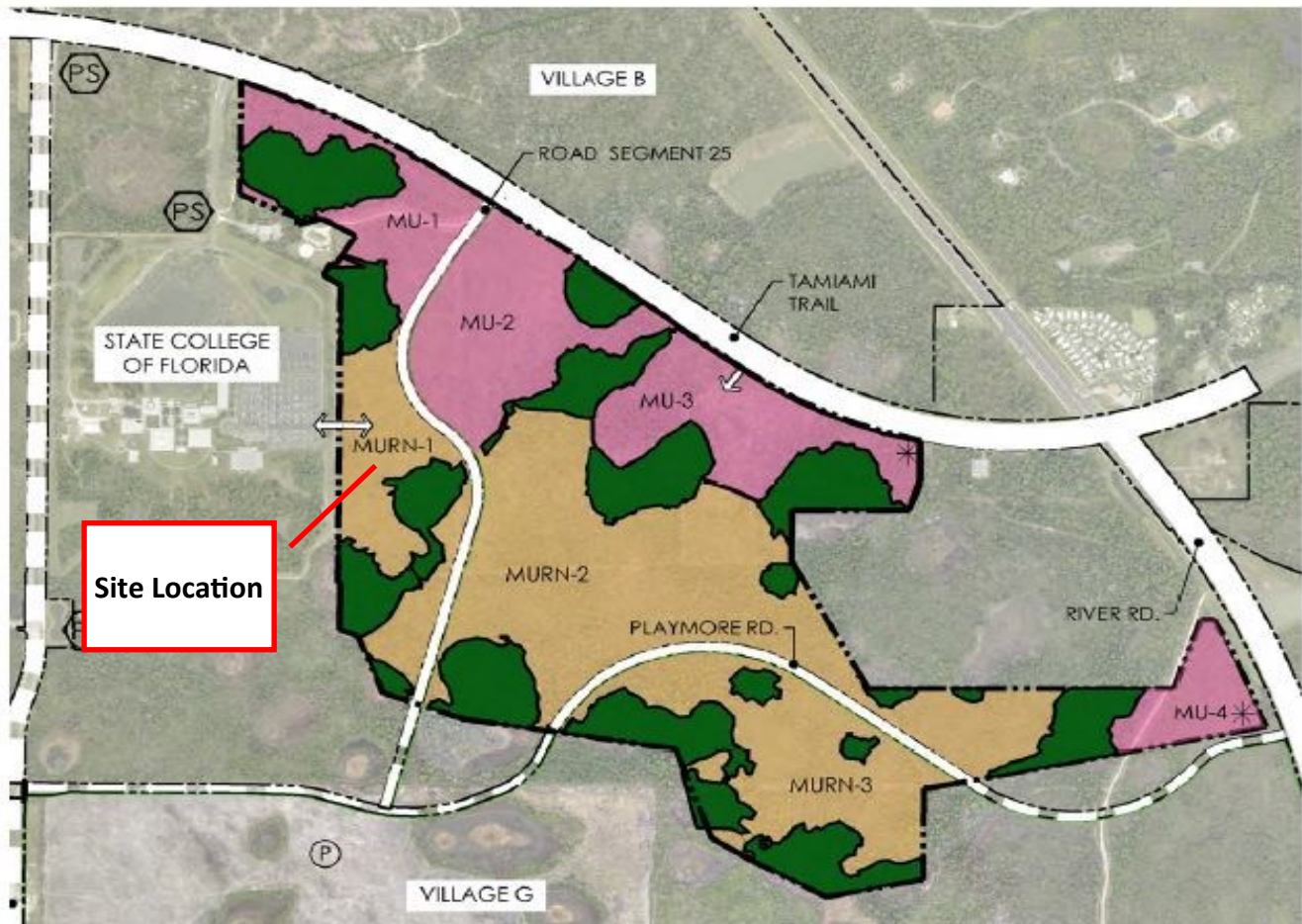


Prepared by NDS - Planning Division - 1/26/2023

<b>PROJECT:</b>	PLF-22-241, Wellen Park Village E Tract 5 Replat (QUASI-JUDICIAL)
<b>REQUEST:</b>	Approval of Wellen Park Village E Tract 5 Replat
<b>APPLICANT:</b>	Scott Woodrey, on behalf of Red Apple Development
<b>OWNERS:</b>	Manasota Beach Ranchlands, LLLP
<b>LOCATION:</b>	Within Village E; South of the US-41, West of River Road, located off Mezzo Drive (Section 33, Township 39 South, Range 20 East, North Port, Florida.)
<b>PROPERTY SIZE:</b>	± 12.0088 Acres
<b>ZONING:</b>	Village (V)

## I. BACKGROUND

On October 20, 2022, the Planning & Zoning Division received a petition for “Wellen Park Village E Tract 5 Replat”, referred to herein as the final plat of the College Preparatory Academy at Wellen Park (PLF-22-241). The intent of the plat is to subdivide the existing Tract 5 of the Wellen Park Village E Plat ( $\pm$  12.0088 acres) into 3 individual parcels: Tract 5A, Tract 602, and Tract 5B. No Subdivision Concept Plan (“SCP”) was on file at the time of submittal and thus, the application was placed on hold in accordance with ULDC Sec. 37-8.B., which states that all plats must be reviewed for conformity with the approved subdivision plans. On December 22, 2022, the Planning and Zoning Department received the Subdivision Concept Plan petition to facilitate the Wellen Park College Preparatory Academy (SCP-22-266). The Subdivision Concept Plan (SCP-22-266) was subsequently approved by SDR on January 18, 2023, and the Order of Approval (“O.A.”) was issued on January 25, 2023. With SCP-22-266 approved, PLF-22-241 has now been continued to public hearings.



## II. STAFF ANALYSIS & FINDINGS

### 2022 FLORIDA STATUTES

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

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

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

Conclusion: PLF-22-241 meets the State's requirements for City review and approval of plats.

### COMPLIANCE WITH ULDC

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

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

Findings: The final plat was reviewed for conformance with the approved Subdivision Concept Plan (SCP-22-266), College Preparatory Academy at Wellen Park and the Village E Master Infrastructure Plan (INF-21-034).

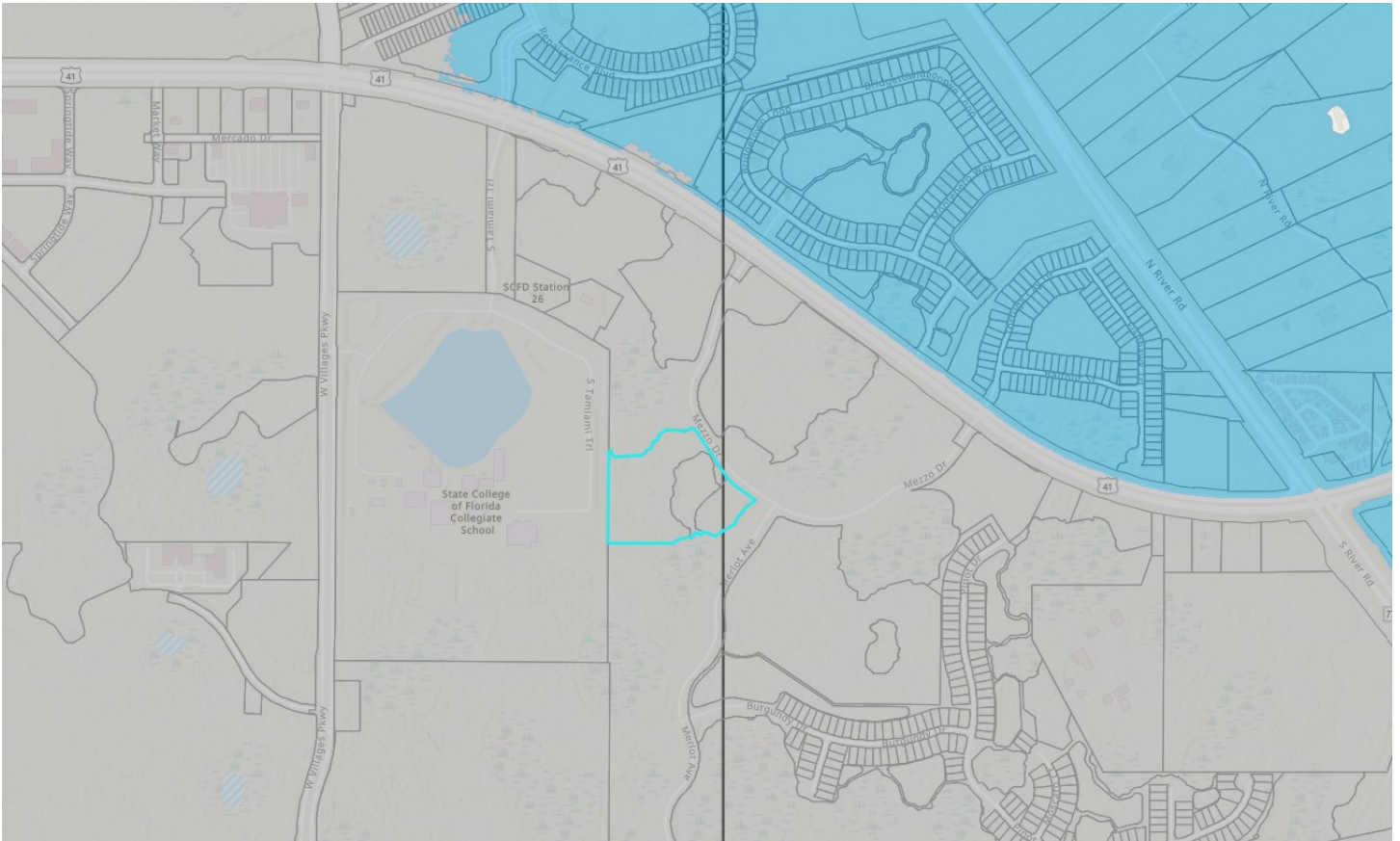
Conclusion: PLF-22-241 conforms with the ULDC and the approved subdivision plan.

### ENVIRONMENTAL

A formal environmental survey has been completed on the site under MAS-22-080. All permits will be issued in accordance to State and Federal standards.

## FLOOD ZONE

Flood Zone 0.2% Annual Chance Flood (or 500-year flood), According to Flood Insurance Rate Map No. 12115C0365F and 12115C0370F for Sarasota County, Community No. 120279, City of North Port, FL effective November 3, 2016.



### III. RECOMMENDED MOTION

Staff recommends **APPROVAL** of Petition No. PLF-22-241, Wellen Park Village E Tract 5 Replat :

I move to recommend approval of Petition No. PLF-22-241 as presented and find that based on the competent substantial evidence, the Plat complies with all regulations set forth in the

### IV. ALTERNATIVE MOTIONS

Petition PLF-22-241 could be DENIED. If that were the case, new findings would need to be written to support that recommendation. The motion would be as follows:

I move to recommend denial of Petition No. PLF-22-241 and find that, based on the competent substantial evidence shows that the proposed Plat does not comply with the Unified Land Development Code (ULDC) and Florida Statutes Chapter 177.

### V. PUBLIC HEARING SCHEDULE

<b>Planning &amp; Zoning Advisory Board Public Hearing</b>	March 16, 2023 9:00 AM or as soon thereafter
<b>City Commission Public Hearing</b>	March 30, 2023 6:00 PM or as soon thereafter

### VI. EXHIBITS

<b>A.</b>	Map Gallery
<b>B.</b>	Affidavit
<b>C.</b>	Title Assurance
<b>D.</b>	City Surveyor's Approval




# City of North Port

Prepared on 1/26/2023  
by NDS / Planning Division

## Aerial Location Map PLF-22-241, COLLEGE PREP ACADEMY AT WELLEN PARK (VILLAGE E, TRACT 5 REPLAT)



0 90 180 Feet

 Petition Boundary  
 City Boundary






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.

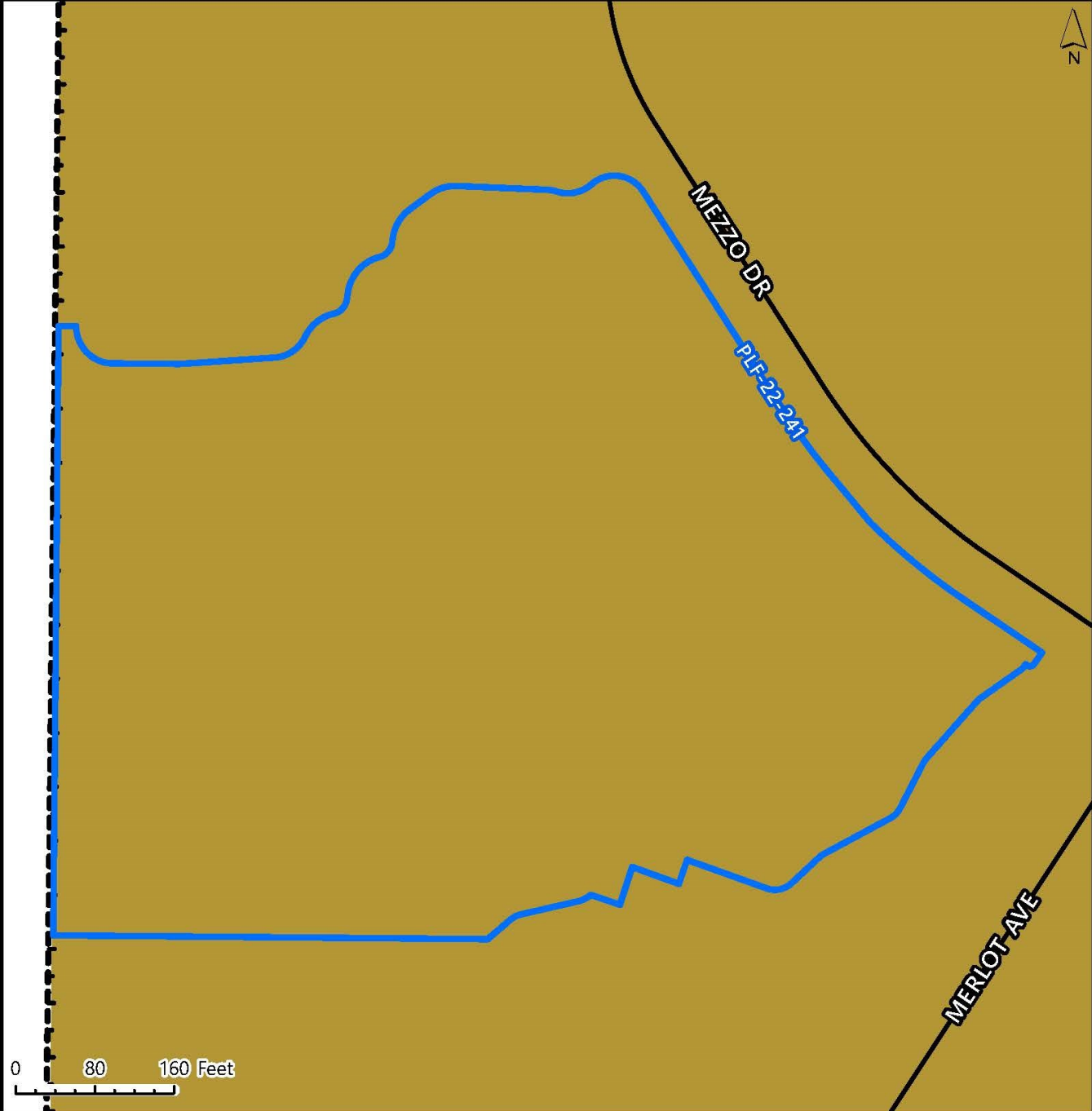


### Current Zoning

PLF-22-241, COLLEGE PREP ACADEMY AT WELLEN PARK (VILLAGE E, TRACT 5 REPLAT)

V - Village

-  Petition Boundary
-  City Boundary
-  (V) Village




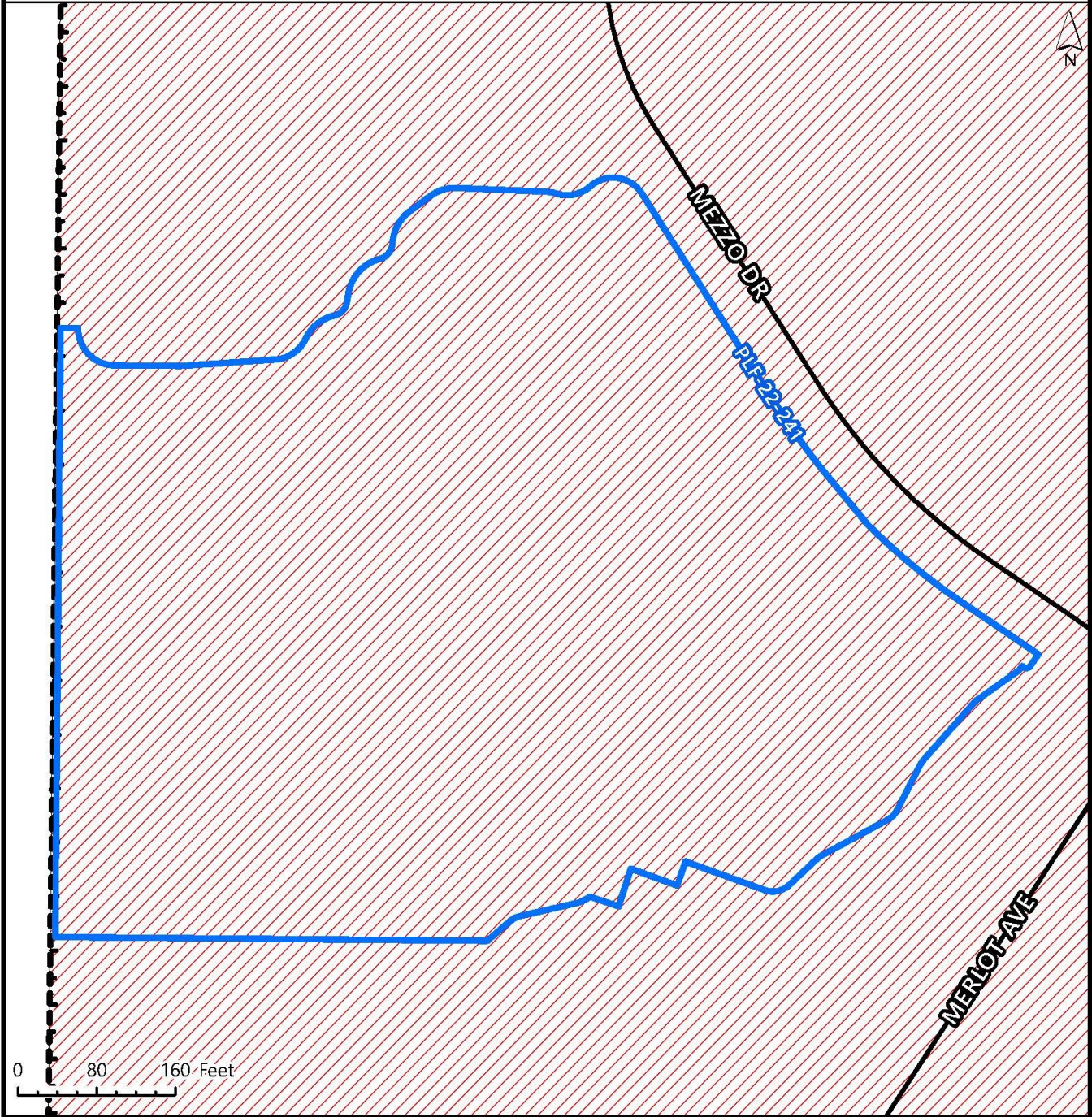
NOTE: THIS MAP CANNOT BE CORRECTLY INTERPRETED INDEPENDENTLY OF NORTH PORT COMPREHENSIVE PLAN AS ADOPTED BY ORDINANCE NO. 97-27, AS SAME AS MAY BE AMENDED FROM TIME TO TIME.  
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# Future Land Use

## PLF-22-241, COLLEGE PREP ACADEMY AT WELLEN PARK (VILLAGE E, TRACT 5 REPLAT) VILLAGE

-  Petition Boundary
-  City Boundary
-  VILLAGE



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

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

Sworn and subscribed before me this 26 day of September, 20 22

[Signature] Signature of Applicant or Authorized Agent      Scott Woodrey AZ/AB Print Name and Title

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged by me this 26 day of SEPT, 20 22, by Scott Woodrey who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Signature - Notary Public

(Place Notary Seal Below)



**AFFIDAVIT**

**AUTHORIZATION FOR AGENT/APPLICANT**

I, Scott Woodrey, property owner, hereby authorize Joe Jasper / Max Bosso to act as Agent on our behalf to apply

for this application on the property described as (legal description) Wellen Park Tract 5  
11611 Mezzo Dr Venice FL 34293 & 11511 Mezzo Dr Venice FL 34293

Scott Woodrey Owner      9/26/2022 Date

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged by me this 26 day of SEPT, 20 22, by Scott Woodrey who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Signature - Notary Public

(Place Notary Seal Below)



Revised 8-30-19 (Reviewed by CAO)



## American Land Title Association Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the Office of  
Williams Parker  
200 South Orange Avenue  
Sarasota, FL 34236

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Nicole F. Christie  
Authorized Signatory  
Agent ID: 170

By

President

Attest

Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**Transaction Identification Data for reference only:**

Issuing Agent: **Williams Parker** ALTA® Universal ID: **1072608** Commitment Number: **1185400** Issuing Office File Number: **CPWR-REDAPPLE**

Issuing Office: **200 South Orange Avenue  
Sarasota, FL 34236** Loan Number: \_\_\_\_\_ Revision Number: **2** Property Address: **South Tamiami Trail (vacant land  
12.01 acres part of 0786002000)  
Venice, FL 34293**

**Schedule A**

1. Commitment Date: **11/30/2021 at 11:00 PM**
2. Policy to be issued:
  - a. ALTA Owner's Policy (06/17/06). (With Florida Modifications)  
Proposed Insured: **RED APPLE DEVELOPMENT, LLC, a Florida limited liability company**  
Proposed Policy Amount: **\$2,936,144.00**
3. The estate or interest in the land described or referred to in this Commitment is **fee simple**.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
**MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership, formerly known as THOMAS RANCH  
LAND PARTNERS NORTH PORT, LLLP, a Florida limited liability limited partnership**
5. The Land is described as follows:  
**See legal description in Exhibit "A" attached hereto and made a part hereof.**

Old Republic National Title Insurance Company



Nicole F. Christie  
Authorized Signatory  
Williams Parker  
Agent ID: 170

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## Schedule B-I

### AMERICAN LAND TITLE ASSOCIATION COMMITMENT

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - A. Warranty Deed or Special Warranty Deed from MANASOTA BEACH RANCLANDS, LLLP, a Florida limited liability limited partnership, to the proposed insured purchaser(s).
5. Satisfactory evidence must be furnished establishing that MANASOTA BEACH RANCLANDS, LLLP, a Florida limited liability limited partnership, is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
6. Confirm compliance with the partnership agreement concerning the alienation of real property. Record an affidavit from one or more of the general partners stating: (1) that the general partner(s) executing the instrument(s) to be insured is/are authorized to do so under the partnership agreement or that all partners have consented to the instruments to be insured; (2) the names of the existing general partners; (3) that any partners that are legal or commercial entities have not been dissolved; (4) that neither the partnership nor any partners has been a debtor in bankruptcy; and (5) that the partnership has been in full force and effect under a valid partnership agreement during the entire time that the partnership has held title to the real property.
7. If any general partner(s) is a legal or commercial entity, require a good standing certificate from the date of purchase through to the present time.
8. Confirm that the sale of the subject property does not constitute a sale, lease, exchange or other disposition of all or substantially all of the assets of the partnership other than in the usual and regular course of the partnership activities. If it does, then all of the general partners and at least a majority of limited partners must approve the transaction as provided in Sec. 620.1406(1)(i), F.S., and Sec. 620.1406(5), F.S. If the partnership is organized other than under Florida law, satisfactory evidence must be provided showing compliance with the laws of the state or country of origin.
9. Good standing under the State of Florida for RED APPLE DEVELOPMENT, LLC, a Florida limited liability company, has been verified as of the certification date of this commitment. Satisfactory evidence must be furnished establishing that RED APPLE DEVELOPMENT, LLC, a Florida limited liability company, remains in good standing under the laws of Florida at date of the insured purchase and sale and/or loan.
10. Estoppel letter from The West Villages Improvement District that all assessments, including special assessments, which provide for a lien against the subject property, are paid in full.
11. Determination that there are no unrecorded special assessments or liens provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

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12. A search commencing with the effective date of this commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
13. Taxes for the year 2021 have been paid on Account Number 0786002000, the gross amount being \$223,046.25.

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ORT Form 4690 FL BI 8-1-16

Schedule BI

ALTA Commitment for Title Insurance (06/17/06). (With Florida Modifications)

Page 6 of 9

## Schedule B-II

### AMERICAN LAND TITLE ASSOCIATION COMMITMENT

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
  - a. General or special taxes and assessments required to be paid in the year 2021 and subsequent years.
  - b. Rights or claims of parties in possession not recorded in the Public Records.
  - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
  - d. Easements or claims of easements not recorded in the Public Records.
  - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
4. Taxes, liens and assessments presently due to the West Villages Improvement District, or which may become due in the future.
5. Notice of Establishment of West Villages Improvement District, Declaration of Consent to Jurisdiction, Agreement between West Villages Improvement District and Fourth Quarter Properties XXXII, LLC, and other instruments pertaining to said District recorded in Instrument Numbers 2004223490, 2017111575, 2017111576, 2017111580, 2017111585, 2017128391, 2018000839, 2018084717, 2018142894, 2018154491, 2018164671, 2019007882, 2019048577, 2019048579, 2019048581, and 2019052599, of the Public Records of Sarasota County, Florida.
6. Restrictive Covenant recorded in Instrument Number 2018128694, Public Records of Sarasota County, Florida.
7. Irrigation Water Supply Agreement recorded in Instrument Number 2018159052, as amended by First Amendment to Irrigation Water Supply Agreement recorded in Instrument Number 2021205095, Public Records of Sarasota County, Florida.
8. West Villages Developer Agreement (Post Annexation) recorded in Instrument Number 2020042302, Public Records of Sarasota County, Florida.
9. Declaration of Restrictive Covenants and Rights recorded in Instrument Number 2021153734, Public Records of Sarasota County, Florida.
10. Easements, dedications, boundaries, lot lines and rights of way contained on the Plat of WELLEN PARK VILLAGE E, as recorded in Plat Book 55, Page 401, Public Records of Sarasota County, Florida.
11. Commitment exception #3 is hereby deleted in its entirety.

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12. Rights of the lessees under unrecorded leases.
13. FOR INFORMATIONAL PURPOSES ONLY, Recorded Notice of Environmental Resource Permit recorded in Instrument Number 2019126330, and Recorded Notice of Environmental Resource Permit recorded in Instrument Number 2020031687, Public Records of Sarasota County, Florida. This item shall not be forwarded to any Policy issued Pursuant to this Commitment.

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# Exhibit A

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Property Description

Tract 5, WELLEN PARK VILLAGE E, according to the plat thereof as recorded in Plat Book 55, Page 401, Public Records of Sarasota County, Florida.

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**From:** [Alan Fish](#)  
**To:** [Carl Bengé](#)  
**Cc:** [Planning Info: "Jasper, Joe"; "Robert Breedlove"](#)  
**Subject:** RE: [EXTERNAL] PLF-22-241 College Prep Academy at Wellen Park  
**Date:** Wednesday, March 1, 2023 2:42:19 PM  
**Attachments:** [image001.png](#)

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Carl,

I have reviewed the revised Plat you sent me at 1:16 PM today and in my opinion the Plat is now in conformance with Chapter 177, Part One, Florida Statutes.

Alan K. Fish, PSM  
Van Buskirk & Fish, Surveying & Mapping, Inc.  
1240 S. Tamiami Trail, Unit D  
North Port, FL 34287

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**From:** Carl Bengé <[cbenge@northportfl.gov](mailto:cbenge@northportfl.gov)>  
**Sent:** Wednesday, March 01, 2023 1:16 PM  
**To:** Alan Fish <[alanvbf@gmail.com](mailto:alanvbf@gmail.com)>  
**Subject:** FW: [EXTERNAL] PLF-22-241 College Prep Academy at Wellen Park

Alan,

Here is the reply I got from the applicant. Can you confirm?

Sincerely,

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



[www.cityofnorthport.com](http://www.cityofnorthport.com) "Achieve Anything"

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**From:** Jasper, Joe <[Joe.Jasper@stantec.com](mailto:Joe.Jasper@stantec.com)>  
**Sent:** Wednesday, March 1, 2023 11:31 AM  
**To:** John Luczynski <[john.luczynski@mattamycorp.com](mailto:john.luczynski@mattamycorp.com)>  
**Cc:** Carl Bengé <[cbenge@northportfl.gov](mailto:cbenge@northportfl.gov)>; Robbins, Jan <[Janice.Robbins@stantec.com](mailto:Janice.Robbins@stantec.com)>  
**Subject:** RE: [EXTERNAL] PLF-22-241 College Prep Academy at Wellen Park

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This has been corrected. I don't see a problem. I have a call into Alan Fish.

**Joe Jasper**  
Senior Associate, Survey Project Manager, P.S.M.  
Direct: 941 907-6900  
Mobile: 941 799-1602  
Fax: 941 907-6910  
[Joe.Jasper@stantec.com](mailto:Joe.Jasper@stantec.com)  
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6920 Professional Parkway East  
Sarasota FL 34240-8414

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**From:** John Luczynski <[john.luczynski@mattamycorp.com](mailto:john.luczynski@mattamycorp.com)>  
**Sent:** Wednesday, March 1, 2023 11:18 AM  
**To:** Jasper, Joe <[Joe.Jasper@stantec.com](mailto:Joe.Jasper@stantec.com)>  
**Subject:** FW: [EXTERNAL] PLF-22-241 College Prep Academy at Wellen Park

fyi

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**From:** Carl Bengé <[cbenge@northportfl.gov](mailto:cbenge@northportfl.gov)>  
**Sent:** Wednesday, March 1, 2023 10:33 AM  
**To:** John Luczynski <[john.luczynski@mattamycorp.com](mailto:john.luczynski@mattamycorp.com)>; Robbins, Jan <[Janice.Robbins@stantec.com](mailto:Janice.Robbins@stantec.com)>  
**Subject:** [EXTERNAL] PLF-22-241 College Prep Academy at Wellen Park

John,

I just received this message from the city surveyor:

I have reviewed the copy of the revised Plat included with your E-mail of 2-27-23. The revision I requested in my review letter of 10-31-22 has not been made. The location of the transition of the 40' wide Easement to a 30' wide Easement, adjacent to Mezzo Drive has still not been added to the Plat on sheet 3.