



# STAFF REPORT

## Brightmore at Wellen Park Replat of Tracts 607 and 705

**From:** Noah Fossick, AICP, Planner II

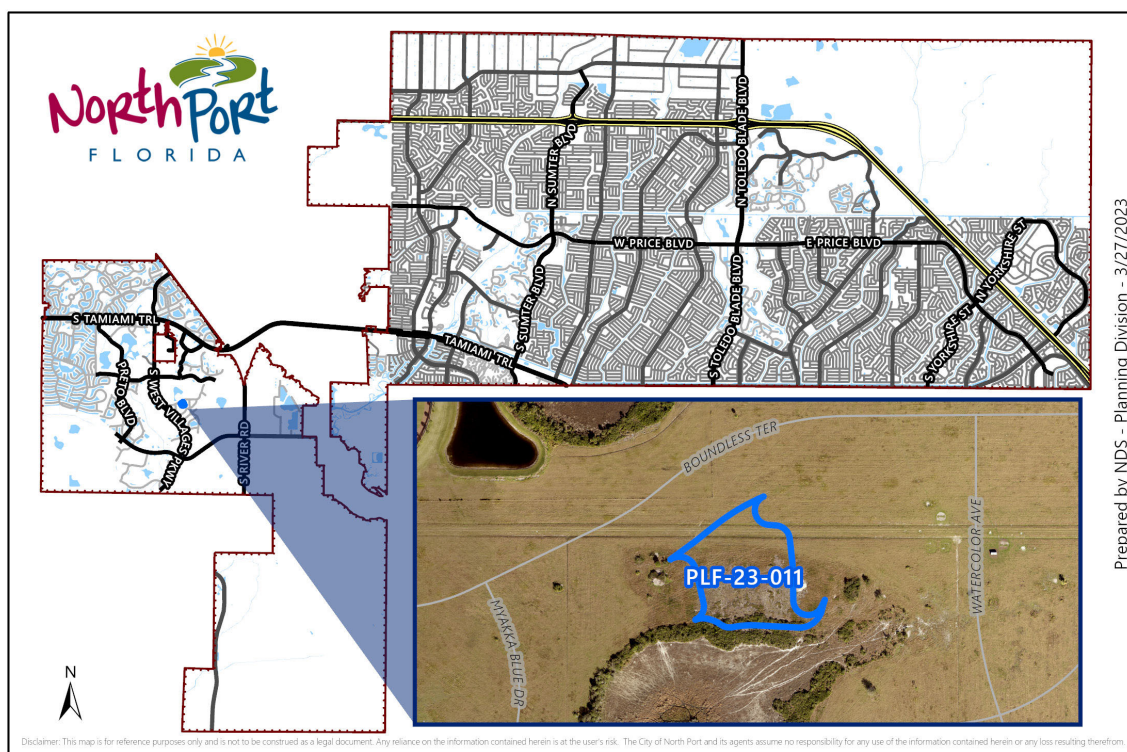
**Thru:** Lori Barnes, AICP, CPM, Planning & Zoning Division Manager

**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:** April 20, 2023



Prepared by NDS - Planning Division - 3/27/2023

<b>PROJECT:</b>	PLF-23-011, Brightmore at Wellen Park Phases 1A-1C, 2A, and 3 Replat of Tracts 607 and 705 (QUASI-JUDICIAL)
<b>REQUEST:</b>	Consideration of Replat of Tracts 607 and 705, Brightmore at Wellen Park Phases 1A-1C, 2A, and 3
<b>APPLICANT:</b>	John Luczynski, Vice President of Manasota Beach Ranchlands LLLP
<b>OWNER:</b>	Manasota Beach Ranchlands LLLP, Mattamy Tampa Sarasota LLC, and West Villages Improvement District
<b>LOCATION:</b>	Tracts 607 and 705 of the Brightmore at Wellen Park Phases 1A-1C, 2A, and 3 Plat
<b>PROPERTY SIZE:</b>	± 1.7127 Acres
<b>ZONING:</b>	Village (V)

# I. BACKGROUND

In June 2022, the plat of Brightmore at Wellen Park Phases 1A-1C, 2A, and 3 approved by the City Commission and was recorded with the Sarasota County Clerk of the Circuit Court. In March 2023, the revised Infrastructure Plan (REV-23-049) and the revised Subdivision Concept Plan (REV-23-050) of Brightmore at Wellen Park Phases 1A-1C, 2A, and 3 were approved by City Staff. The Replat will reconfigure Tracts 607 and 705 into a stormwater tract known as Tract 507A.

A surety bond in the amount of \$4,393,477.55 for the infrastructure improvements has previously been received by the City of North Port.

## FLORIDA STATUTES

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

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

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

Conclusion: PLF-23-011 meets the State's requirements for City review and approval of plats.

## COMPLIANCE WITH ULDC

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

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

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

Conclusion: PLF-23-011 conforms with the approved Subdivision Concept Plan as revised (REV-23-050) and the ULDC.

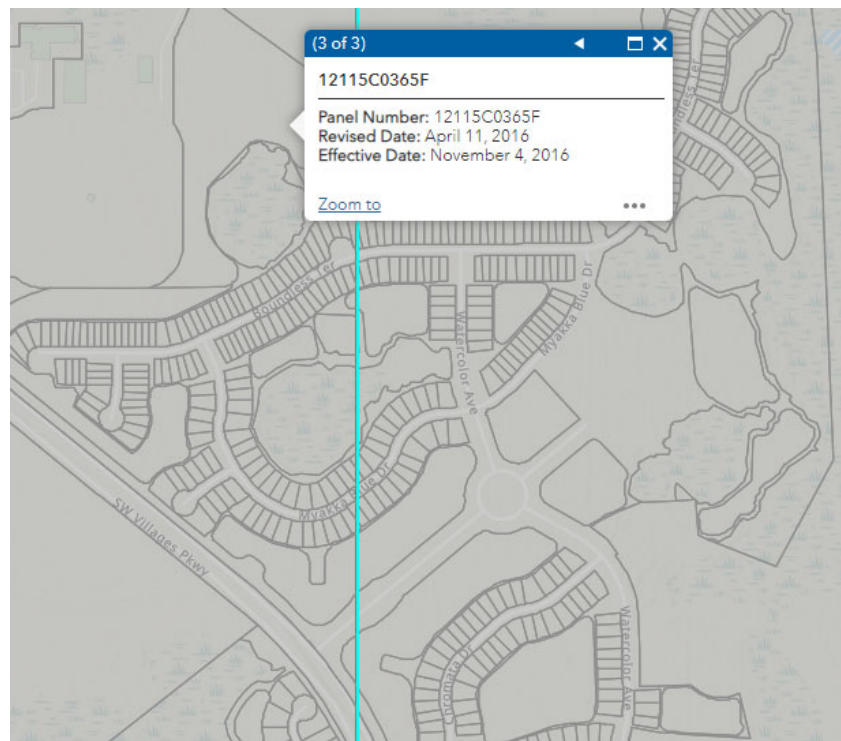
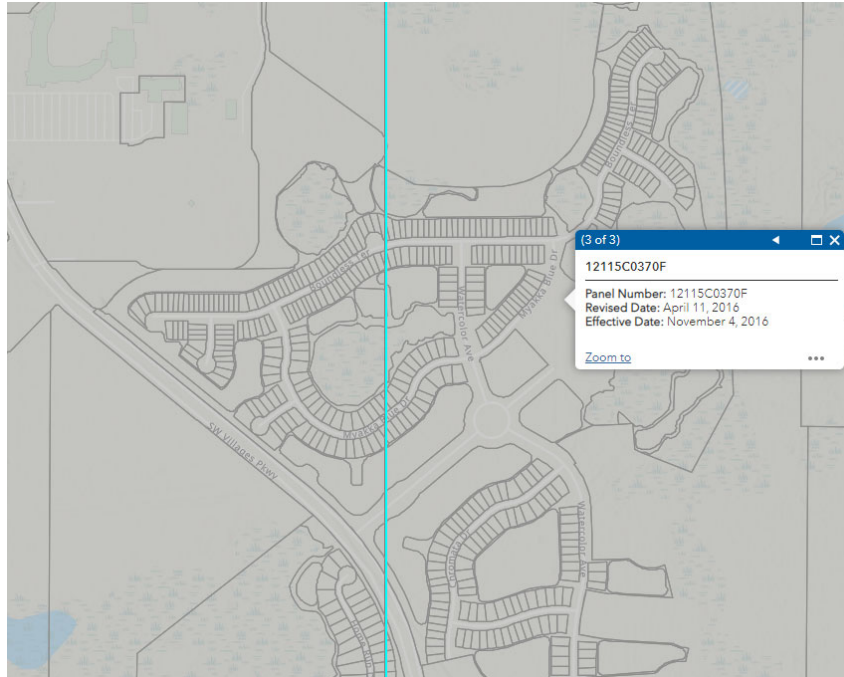
## ENVIRONMENTAL

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

## II. STAFF ANALYSIS & FINDINGS (CONTINUED)

### FLOOD ZONE

The majority of the site is not in a FEMA Flood Zone. Portions of the site are within Flood Zone X (Areas of minimal flood hazard). According to Flood Insurance Rate Map No. 12115C0365F and 12115C0370F for Sarasota County, Community No. 120279, City of North Port, FL effective November 4, 2016.



### III. RECOMMENDED MOTIONS

#### PLANNING & ZONING ADVISORY BOARD—

Staff recommends **approval** of Petition No. PLF-23-011, Brightmore at Wellen Park Phases 1A-1C, 2A, and 3 Replat of Tracts 607 and 705 , as stated:

I move to recommend approval of Petition No. PLF-22-219 as presented and find that based on the competent substantial evidence, the Plat complies with all regulations set forth in the City of North Port Comprehensive Plan.

#### CITY COMMISSION—

The City Commission **approve** Petition No. PLF-23-011, Brightmore at Wellen Park Phases 1A-1C, 2A, and 3 Replat of Tracts 607 and 705 , as stated:

I move to approve Petition No. PLF-22-219 as presented and find that based on the competent substantial evidence, the Plat complies with all regulations set forth in the City of North Port Comprehensive Plan, Unified Land Development Code (ULDC), and Florida Statutes Chapter 177.

### IV. ALTERNATIVE MOTIONS

Petition PLF-23-011 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:

#### PLANNING & ZONING ADVISORY BOARD—

I move to recommend denial of Petition No. PLF-23-011 and find that, based on the competent substantial evidence shows that the proposed Plat does not comply with the City of North Port Comprehensive Plan.

#### CITY COMMISSION—

I move to deny Petition No. PLF-23-011 and find that, based on the competent substantial evidence shows that the proposed Plat does not comply with the City of North Port Comprehensive Plan, Unified Land Development Code (ULDC), and Florida Statutes Chapter 177.

### V. PUBLIC HEARING SCHEDULE

<b>Planning &amp; Zoning Advisory Board Public Hearing</b>	April 20, 2023 9:00 AM or as soon thereafter
<b>City Commission Public Hearing</b>	May 9, 2023 10:00 AM 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 3/27/2023  
by NDS / Planning Division

## Aerial Location Map

PLF-23-011 (TRACT 607 AND TRACT 705) REPLAT OF BRIGHTMORE AT  
WELLEN PARK, PHASES 1A, 1B, 1C, 2A, & 3



0 110 220 Feet

 Petition Boundary

 City Boundary






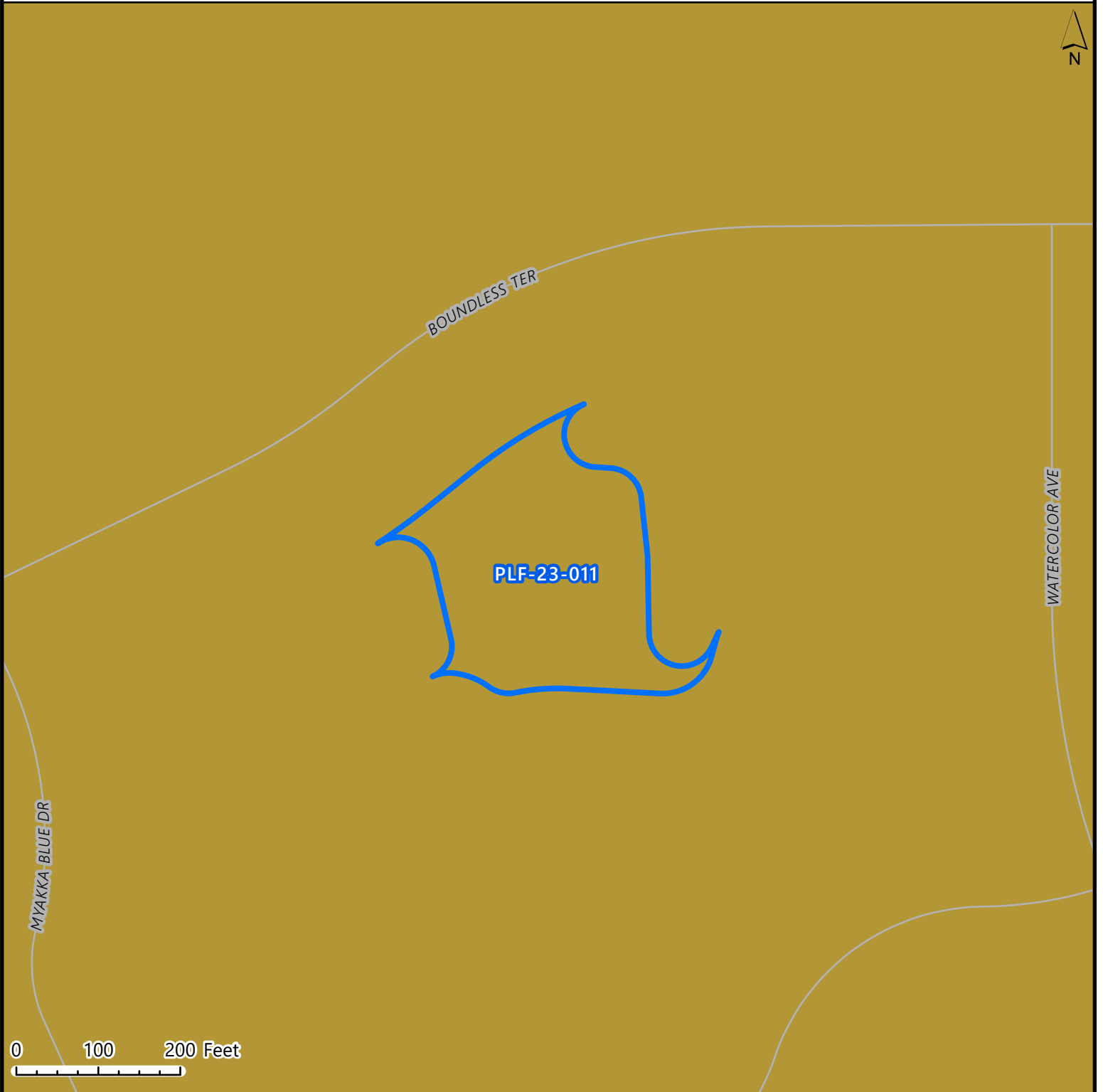
Disclaimer: This map is for reference purposes only and is not to be construed as a legal document. Any reliance on the information contained herein is at the user's risk. The City of North Port and its agents assume no responsibility for any use of the information contained herein or any loss resulting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



# Current Zoning

PLF-23-011 (TRACT 607 AND TRACT 705) REPLAT OF BRIGHTMORE AT WELLEN PARK,  
PHASES 1A, 1B, 1C, 2A, & 3  
*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.

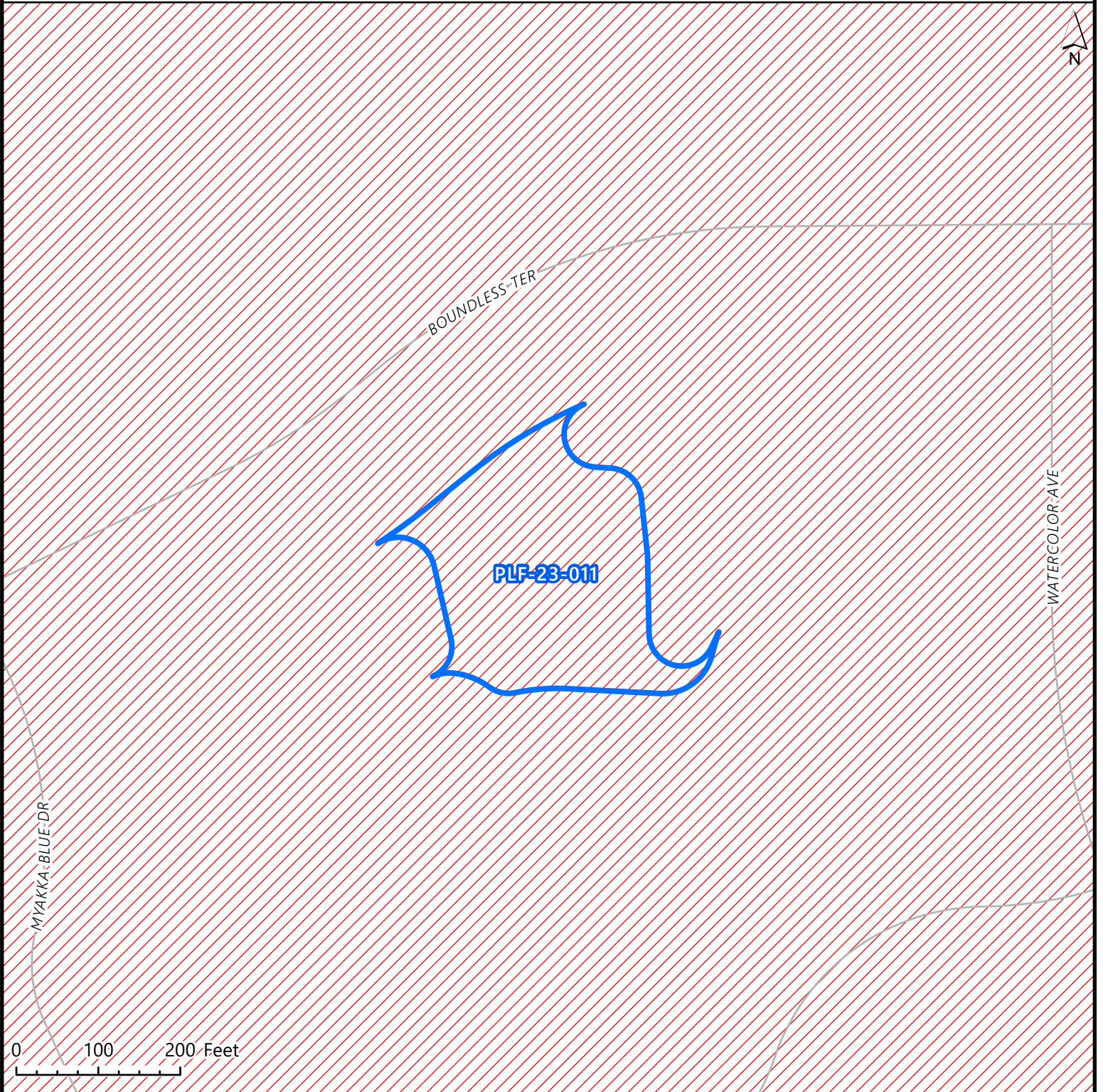
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# Future Land Use

## PLF-23-011 (TRACT 607 AND TRACT 705) REPLAT OF BRIGHTMORE AT WELLEN PARK, PHASES 1A, 1B, 1C, 2A, & 3 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), Ty Gremaux 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.*

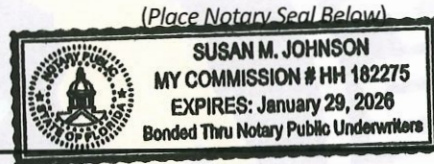
Sworn and subscribed before me this 29th day of December, 2022

[Signature] \_\_\_\_\_ Ty Gremaux, Authorized Agent  
Signature of Applicant or Authorized Agent Print Name and Title

STATE OF Florida COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 29th day of December, 2022, by Ty E Gremaux who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Signature - Notary Public



**AFFIDAVIT  
AUTHORIZATION FOR AGENT/APPLICANT**

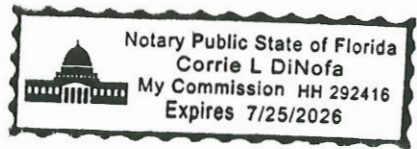
I, John Luczynski, Vice President of Manasota Beach Ranchlands LLLP, property owner, hereby authorize Ty Gremaux of Kimley-Horn and Associates, Inc. to act as Agent on our behalf to apply for this application on the property described as (legal description) Brightmore at Wellen Park, Phaes 1A-1C, 2A, and 3,  
Replat of Tracts 513, 514, 601, 607, 608, 614, 705, 910

[Signature] \_\_\_\_\_ Date Dec. 22, 22  
Owner

STATE OF Florida COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 22nd day of December, 2022, by John Luczynski who is personally known to me or has produced N/A as identification.

[Signature]  
Signature - Notary Public



**ATTORNEYS' TITLE FUND SERVICES, LLC**

**Tampa Bay  
1410 N. Westshore Blvd., Suite 600  
Tampa, FL 33607-4525  
(800)282-3830  
(866)328-1884**

Williams Parker Harrison Dietz & Getzen, PLLC  
200 S. Orange Avenue,  
Sarasota, FL 34236

**Date:** August 24, 2021  
**Fund File Number:** 1134330  
**County:** Sarasota  
**Reference:** CPWR-WP VILLAGE G-1B

Dear Fund Member:

We have examined title to the property described in Schedule A attached and prepared these schedules to be used exclusively for the purpose of issuing a commitment or policy of title insurance underwritten by Old Republic National Title Insurance Company.

*Please review the schedules before signing and inserting in an ALTA 2016 Commitment (CF6R) jacket. Subject to your agency authorization, you must:*

- A. Add additional requirements and/or exceptions to Schedule B that you find necessary from your analysis of the present transactions.**
- B. Evaluate Schedule A and B and issue endorsements as may be appropriate, deleting or modifying the Schedules.**
- C. Obtain an ALTA 2016 Commitment (CF6R) jacket, which must be included with Schedules A & B of the ALTA 2016 Commitment.**

**DoubleTime users must be on version 7.0.6 or later to obtain CF6R jackets electronically. You may upgrade for free by going to [www.thefund.com/dt](http://www.thefund.com/dt).**

**Non DoubleTime users can obtain and track ALTA 2016 Commitment (CF6R) jackets by using ePolicyManager. You may also download and print the CF6R jacket by [clicking here](#).**

Our examination of title reflects only those matters recorded in the Official Records Books. You are responsible for such other off-record examinations and checks as you may find necessary pursuant to underwriting procedures. When the interest you are insuring is a personal property interest (such as a mortgage, a leasehold or cooperative interest), a federal tax lien search of the Secretary of State's records may be required. See Fund Title Note 30.02.08.

Where the amount of insurance is \$3 million or less, a 20-year judgment and lien search was only performed on the proposed insured purchaser if the mortgage(s), if any, insured by this commitment is not entirely purchase money in nature.

The Fund appreciates this opportunity to be of service. Please contact us if you have any questions.

Sincerely,

Attorneys' Title Fund Services, LLC  
**Aaron Turner, Commercial Examiner**  
**(800) 282-3830 x5508, ATurner@TheFund.com**

**Approved by: Michael Mirrington, Senior Underwriting Counsel**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*AMERICAN LAND TITLE ASSOCIATION*

*COMMITMENT*

**Schedule A**

**Transaction Identification Data for reference only:**

<b>Commitment Number:</b> 1134330	<b>Revision Number:</b> None	<b>Issuing Office File Number:</b> CPWR-WP VILLAGE G-1B	<b>Issuing Office:</b> 17001
<b>Property Address:</b> West Villages Parkway Venice, FL 34293	<b>Loan ID Number:</b>	<b>ALTA Universal ID:</b> None	<b>Issuing Agent:</b> Williams Parker Harrison Dietz & Getzen, PLLC

1. Commitment Date: **August 11, 2021 at 11:00 PM**

2. Policy to be Issued: Proposed Policy Amount:

OWNER'S: **ALTA Owner's Policy (06/17/06). (With Florida Modifications)** **\$24,375,000.00**

Proposed Insured: **MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company**

MORTGAGEE:

Proposed Insured:

MORTGAGEE:

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)

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 Exhibit A**

Old Republic National Title Insurance Company  
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

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AUTHORIZED SIGNATORY  
Williams Parker Harrison Dietz & Getzen, PLLC  
17001

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# ***OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY***

## ***AMERICAN LAND TITLE ASSOCIATION COMMITMENT***

### **Schedule B-I**

Issuing Office File Number: CPWR-WP VILLAGE G-1B

### **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 from 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 to the proposed insured purchaser(s).
5. 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.
6. Satisfactory evidence must be furnished establishing that MANASOTA BEACH RANGLANDS, 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.
7. 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 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.
8. 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.
9. 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.

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***OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY***

*AMERICAN LAND TITLE ASSOCIATION  
COMMITMENT*

**Schedule B-I**

Issuing Office File Number: CPWR-WP VILLAGE G-1B

10. Satisfactory evidence must be furnished establishing that MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company, 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.
11. 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.
12. 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.
13. NOTE: Taxes for the year 2020 have been paid on Account Number 0799001000, the gross amount being \$267,373.07, and Account Number 0809001000, the gross amount being \$331,051.51.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule B-II

Issuing Office File Number: CPWR-WP VILLAGE G-1B

#### 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. Rights of the lessees under unrecorded leases.
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 Number [2004223490](#), Instrument Number [2006023618](#), Instrument Number [2007048565](#), Instrument Number [2007086623](#), Instrument Number [2008055051](#), Instrument Number [2017111575](#), Instrument Number [2017111576](#), Instrument Number [2017111580](#), Instrument Number [2018000839](#), Instrument Number [2018084717](#), Instrument Number [2018142894](#), Instrument Number [2018154491](#), Instrument Number [2018164671](#), Instrument Number [2019007882](#), Instrument Number [2019048577](#), Instrument Number [2019048579](#), Instrument Number [2019048581](#), and Instrument Number [2019052599](#), of the Public Records of Sarasota County, Florida, which contain provisions creating assessments.
6. Deed Restriction Mixed Use Project Restrictive Covenant recorded in Instrument Number [2017156388](#), Public Records of Sarasota County, Florida.

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**AMERICAN LAND TITLE ASSOCIATION  
COMMITMENT**

**Schedule B-II**

Issuing Office File Number: CPWR-WP VILLAGE G-1B

7. Restrictive Covenant recorded in Instrument Number [2018128694](#), Public Records of Sarasota County, Florida. (This item may be deleted upon obtainment of an affidavit of an authorized representative of the seller, attesting that there are no wells on the Land.)
8. Irrigation Water Supply Agreement recorded in Instrument Number [2018159052](#), Public Records of Sarasota County, Florida.
9. 2019 Amended and Restated Utilities Agreement recorded in Instrument Number [2019125013](#), Public Records of Sarasota County, Florida.
10. Temporary Construction and Maintenance Agreement recorded in Instrument Number [2019085082](#), Public Records of Sarasota County, Florida.
11. Easements contained in Special Warranty Deed recorded in Instrument Number [2021017985](#), Public Records of Sarasota County, Florida.
12. Agreement Granting Non-Exclusive Perpetual Easement recorded in Instrument Number [2021109384](#), Public Records of Sarasota County, Florida.
13. Utility Easement Grant recorded in Instrument Number [2021119012](#), Public Records of Sarasota County, Florida.
14. Noted for information, 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. (Note: this item shall not be forwarded to any policy issued pursuant to this commitment.)
15. Commitment exception #3 is hereby deleted in its entirety.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**COMMITMENT**  
**Exhibit A**

**Commitment Number:**

1134330

**Issuing Office File Number:**

CPWR-WP VILLAGE G-1B

DESCRIPTION: VILLAGE G-1B

Date Prepared 8/8/2021

A parcel of Land lying in Sections 4 and 9, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 4, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W., along the North line of said Section 4, a distance of 722.60 feet; thence S.00°20'08"W., perpendicular to said North line of said Section 4, a distance of 207.64 feet to the POINT OF BEGINNING; same being a point on a curve to the left, having a radius of 820.00 feet, a central angle of 22°32'09", a chord bearing of S.73°12'53"W., and a chord length of 320.45 feet; thence along the arc of said curve, an arc length of 322.53 feet; thence S.61°56'48"W., a distance of 141.90 feet to a point on a curve to the right, having a radius of 475.00 feet, a central angle of 36°30'40", a chord bearing of S.80°12'08"W., and a chord length of 297.59 feet; thence along the arc of said curve, an arc length of 302.69 feet; thence S.08°36'19"W., a distance of 482.24 feet to a point on a curve to the right, having a radius of 710.00 feet, a central angle of 95°29'44", a chord bearing of S.40°52'03"W., and a chord length of 1051.07 feet; thence along the arc of said curve, an arc length of 1183.36 feet; thence S.88°36'55"W., a distance of 200.43 feet; thence N.86°48'02"W., a distance of 364.64 feet; thence N.61°46'54"W., a distance of 287.14 feet to a point on the boundary line of Lands described in Official Records Instrument [#2017156837](#), of the Public Records of Sarasota County, Florida; thence along said boundary line of lands described in Official Records Instrument [#2017156837](#) the following twenty-six (26) courses: (1) S.47°47'28"W., a distance of 15.00 feet; (2) thence N.42°11'51"W., a distance of 26.38 feet; (3) thence S.47°48'09"W., a distance of 158.56 feet; to a point on a curve to the right, having a radius of 90.00 feet, a central angle of 105°07'07", a chord bearing of N.79°38'17"W., and a chord length of 142.92 feet; (4) thence along the arc of said curve, an arc length of 165.12 feet; (5) thence N.27°04'49"W., a distance of 40.36 feet to a point on a curve to the left, having a radius of 74.00 feet, a central angle of 49°04'23", a chord bearing of N.51°37'01"W., and a chord length of 61.46 feet; (6) thence along the arc of said curve, an arc length of 63.38 feet; (7) thence N.76°09'21"W., a distance of 91.26 feet to a point on a curve to the left, having a radius of 74.00 feet, a central angle of 60°08'14", a chord bearing of S.73°46'32"W., and a chord length of 74.15 feet; (8) thence along the arc of said curve, an arc length of 77.67 feet; (9) thence S.43°42'22"W., a distance of 291.52 feet to a point on a curve to the left, having a radius of 31.00 feet, a central angle of 40°06'25", a chord bearing of S.23°39'09"W., and a chord length of 21.26 feet; (10) thence along the arc of said curve, an arc length of 21.70 feet; (11) thence S.03°35'27"W., a distance of 135.30 feet to a point on a curve to the left, having a radius of 31.00 feet, a central angle of 16°38'03", a chord bearing of S.04°43'35"E., and a chord length of 8.97 feet; (12) thence along the arc of said curve,

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY****COMMITMENT****Exhibit A****Commitment Number:**

1134330

**Issuing Office File Number:**

CPWR-WP VILLAGE G-1B

an arc length of 9.00 feet; (13) thence S.13°02'23"E., a distance of 69.55 feet to a point on a curve to the left, having a radius of 31.00 feet, a central angle of 17°06'53", a chord bearing of S.21°35'50"E., and a chord length of 9.23 feet; (14) thence along the arc of said curve, an arc length of 9.26 feet; (15) thence S.30°09'27"E., a distance of 70.60 feet to a point on a curve to the left, having a radius of 31.00 feet, a central angle of 10°32'06", a chord bearing of S.35°25'30"E., and a chord length of 5.69 feet; (16) thence along the arc of said curve, an arc length of 5.70 feet; (17) thence S.40°41'29"E., a distance of 50.43 feet to a point on a curve to the left, having a radius of 31.00 feet, a central angle of 17°05'47", a chord bearing of S.49°14'22"E., and a chord length of 9.22 feet; (18) thence along the arc of said curve, an arc length of 9.25 feet; (19) thence S.57°46'54"E., a distance of 36.03 feet to a point on a curve to the right, having a radius of 77.00 feet, a central angle of 146°50'27", a chord bearing of S.15°38'20"W., and a chord length of 147.60 feet; (20) thence along the arc of said curve, an arc length of 197.34 feet; (21) thence S.89°03'39"W., a distance of 438.99 feet to a point on a curve to the right, having a radius of 235.20 feet, a central angle of 02°45'25", a chord bearing of S.89°01'53"W., and a chord length of 11.32 feet; (22) thence along the arc of said curve, an arc length of 11.32 feet; (23) thence N.89°35'24"W., a distance of 429.13 feet to a point on a curve to the left, having a radius of 610.00 feet, a central angle of 44°05'10", a chord bearing of S.57°56'44"W., and a chord length of 457.87 feet; (24) thence along the arc of said curve, an arc length of 469.36 feet to a point on a reverse curve to the right, having a radius of 80.00 feet, a central angle of 63°44'36", a chord bearing of S.67°50'31"W., and a chord length of 84.48 feet; (25) thence along the arc of said curve, an arc length of 89.00 feet; (26) thence S.39°09'54"W., a distance of 28.66 feet to a point on the easterly Right of Way line of West Villages Parkway as recorded in Official Records Instrument #[2021017985](#) of the Public Records of Sarasota County, Florida; thence along said easterly Right of Way line of West Villages Parkway the following three (3) courses: (1) S.50°50'06"E., a distance of 1970.32 feet to a point on a curve to the right, having a radius of 2213.00 feet, a central angle of 41°49'55", a chord bearing of S.29°55'08"E., and a chord length of 1580.08 feet; (2) thence along the arc of said curve, an arc length of 1615.73 feet; (3) thence S.09°00'11"E., a distance of 449.96 feet to a point on the southerly terminus of said West villages Parkway as recorded in said Official Records Instrument #[2021017985](#), same being a point on the northerly terminus of West Villages Parkway as shown on the Plat of Manasota Beach Ranchlands Plat No. 1, recorded in Plat Book \_\_, Page \_\_, of the Public Records of Sarasota County, Florida; thence along the boundary line of said Manasota Beach Ranchlands Plat No. 1, the following twenty-eight (28) courses: (1) S.09°00'11"E., a distance of 11.92 feet to a point on a curve to the right, having a radius of 1280.00 feet, a central angle of 07°20'28", a chord bearing of S.05°19'57"E., and a chord length of 163.89 feet; (2) thence along the arc of said curve, an arc length of 164.00 feet; (3) thence N.88°20'17"E., a distance of 78.89 feet to a point on a curve to the right, having a radius of 55.00 feet, a central angle of 13°10'03", a chord bearing of S.85°04'42"E., and a chord length of 12.61 feet; (4) thence along the arc of said curve, an arc length

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**COMMITMENT**

**Exhibit A**

**Commitment Number:**

1134330

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of 12.64 feet to a point on a reverse curve to the left, having a radius of 1854.39 feet, a central angle of 07°14'18", a chord bearing of S.82°06'49"E., and a chord length of 234.12 feet; (5) thence along the arc of said curve, an arc length of 234.27 feet to a point on a reverse curve to the right, having a radius of 55.00 feet, a central angle of 141°02'47", a chord bearing of S.15°12'36"E., and a chord length of 103.71 feet; (6) thence along the arc of said curve, an arc length of 135.39 feet to a point on a reverse curve to the left, having a radius of 275.00 feet, a central angle of 53°50'19", a chord bearing of S.28°23'38"W., and a chord length of 249.00 feet; (7) thence along the arc of said curve, an arc length of 258.41 feet to a point on a reverse curve to the right, having a radius of 155.00 feet, a central angle of 99°04'56", a chord bearing of S.51°00'57"W., and a chord length of 235.87 feet; (8) thence along the arc of said curve, an arc length of 268.04 feet; (9) thence N.79°26'35"W., a distance of 127.64 feet to a point on a curve to the right, having a radius of 1280.00 feet, a central angle of 10°34'29", a chord bearing of S.25°17'37"W., and a chord length of 235.91 feet; (10) thence along the arc of said curve, an arc length of 236.24 feet; (11) thence S.30°34'52"W., a distance of 398.55 feet; (12) thence S.59°25'08"E., a distance of 135.00 feet to a point on a curve to the right, having a radius of 110.00 feet, a central angle of 77°35'17", a chord bearing of S.20°37'30"E., and a chord length of 137.83 feet; (13) thence along the arc of said curve, an arc length of 148.96 feet to a point on a reverse curve to the left, having a radius of 165.00 feet, a central angle of 92°09'49", a chord bearing of S.27°54'46"E., and a chord length of 237.71 feet; (14) thence along the arc of said curve, an arc length of 265.41 feet to a point on a reverse curve to the right, having a radius of 100.00 feet, a central angle of 73°21'36", a chord bearing of S.37°18'52"E., and a chord length of 119.47 feet; (15) thence along the arc of said curve, an arc length of 128.04 feet; (16) thence S.00°38'04"E., a distance of 120.00 feet to a point on a curve to the left, having a radius of 1035.00 feet, a central angle of 28°53'00", a chord bearing of N.69°17'22"E., and a chord length of 516.25 feet; (17) thence along the arc of said curve, an arc length of 521.75 feet; (18) thence N.54°50'52"E., a distance of 2201.01 feet; (19) thence N.35°09'08"W., a distance of 82.00 feet to a point on a curve to the right, having a radius of 57.00 feet, a central angle of 31°52'30", a chord bearing of N.19°12'53"W., and a chord length of 31.30 feet; (20) thence along the arc of said curve, an arc length of 31.71 feet; (21) thence N.03°16'38"W., a distance of 16.57 feet to a point on a curve to the left, having a radius of 32.00 feet, a central angle of 63°14'03", a chord bearing of N.34°53'39"W., and a chord length of 33.55 feet; (22) thence along the arc of said curve, an arc length of 35.32 feet; (23) thence N.66°30'41"W., a distance of 19.49 feet to a point on a curve to the right, having a radius of 93.00 feet, a central angle of 17°44'03", a chord bearing of N.57°38'40"W., and a chord length of 28.67 feet; (24) thence along the arc of said curve, an arc length of 28.79 feet; (25) thence N.48°46'38"W., a distance of 23.01 feet to a point on a curve to the right, having a radius of 57.00 feet, a central angle of 134°21'15", a chord bearing of N.18°23'59"E., and a chord length of 105.07 feet; (26) thence along the arc of said curve, an arc length of 133.66 feet; (27) thence N.85°34'36"E., a distance of 68.34 feet; to a point on a curve to the left, having a radius of

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**Exhibit C**

***OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY***

***COMMITMENT***

**Exhibit A**

**Commitment Number:**

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195.00 feet, a central angle of  $13^{\circ}55'58''$ , a chord bearing of  $N.78^{\circ}36'38''E.$ , and a chord length of 47.30 feet; (28) thence along the arc of said curve, an arc length of 47.42 feet; thence  $N.20^{\circ}31'53''W.$ , a distance of 520.20 feet; thence  $N.21^{\circ}36'20''W.$ , a distance of 421.87 feet; thence  $N.04^{\circ}34'46''E.$ , a distance of 220.46 feet; thence  $N.21^{\circ}28'54''W.$ , a distance of 544.75 feet; thence  $N.06^{\circ}40'23''E.$ , a distance of 413.04 feet; thence  $N.28^{\circ}44'39''E.$ , a distance of 616.14 feet; thence  $N.02^{\circ}19'55''W.$ , a distance of 2066.51 feet; thence  $N.06^{\circ}22'39''W.$ , a distance of 878.12 feet to the POINT OF BEGINNING.

Exhibit D

***Van Buskirk & Fish, Surveying & Mapping, Inc.***

12450 TAMIAMI TRAIL UNIT D, NORTH PORT, FLORIDA 34287  
PHONE: 941.426.0681 FAX: 941.426.6101 E-MAIL: [landsurveyor@vbfainc.com](mailto:landsurveyor@vbfainc.com)

January 20, 2023

Sherry Willette  
City of N. Port Planning & Zoning, Dept.  
4970 City Hall Blvd.  
North Port, FL. 34286  
**E-Mail:** [[planninginfo@northportfl.gov](mailto:planninginfo@northportfl.gov)]

RE: Review of proposed Record Plat of “Brighton at Wellen Park, Phases 1A -1C, 2A, and 3, Replat of Tract 607 and Tract 705” in the City of North Port, Florida,

Sherry,

I have performed a review for conformance with Chapter 177, Part I, Florida Statutes of the above referenced Plat. I found the Plat to be in conformance with said Statute.

This review was performed to determine compliance with Chapter 177, Part I, Florida Statutes only and does not include verification of the absence of any underlying easements, installation of PRM's or checking of the mathematical data contained within the plat. The correctness of said data is the responsibility of the certifying Surveyor.

Respectfully yours,  
***Van Buskirk & Fish, Surveying & Mapping, Inc.***

Alan K. Fish, PSM  
Registered Professional Surveyor & Mapper  
Florida Certificate # 3941