



# STAFF REPORT

## Manasota Beach Ranchlands Plat No. 2

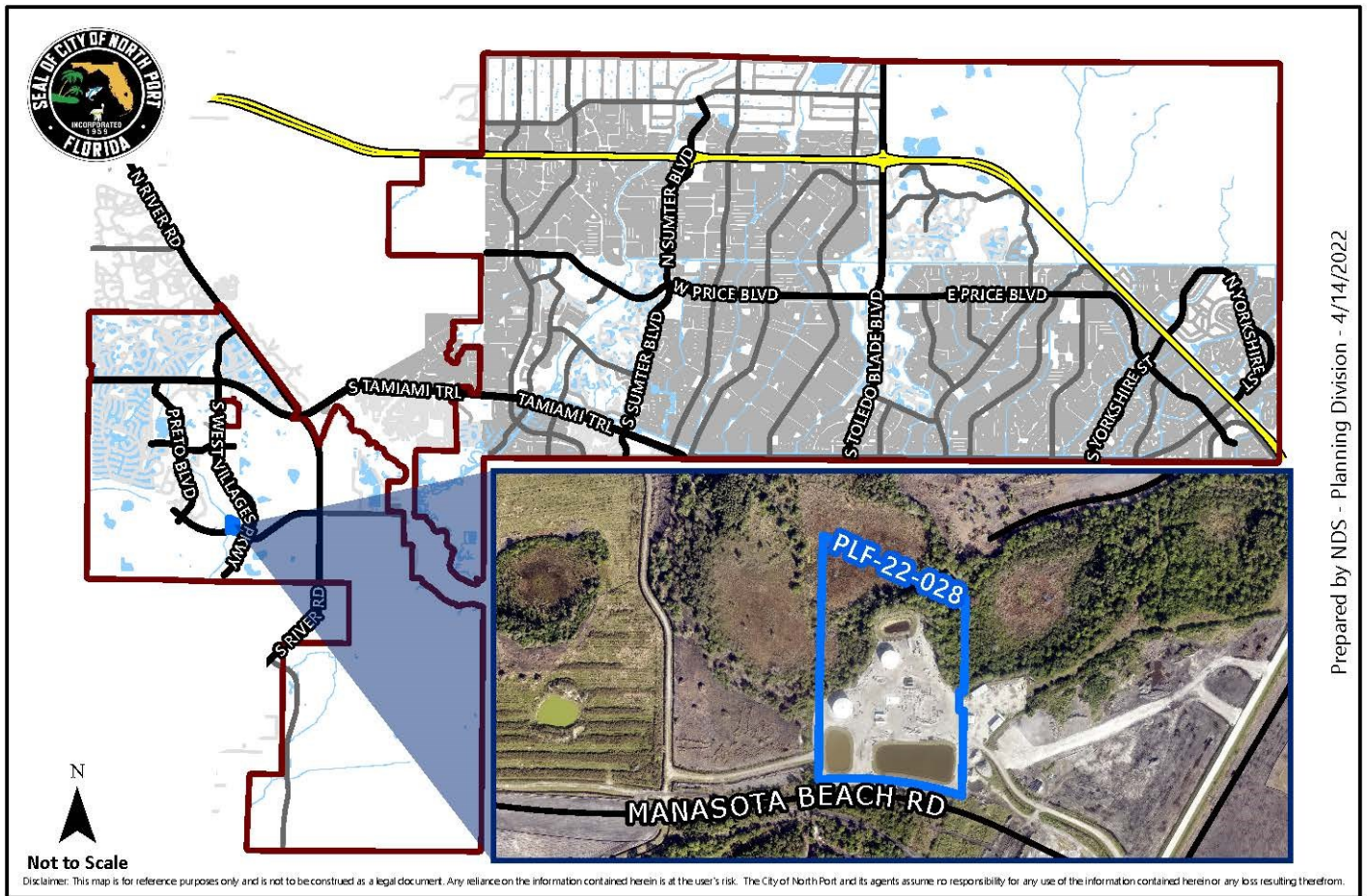
### Final Plat

**From:** Sherry Willette-Grondin, 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



Prepared by NDS - Planning Division - 4/14/2022

|                       |  |
|-----------------------|--|
| <b>PROJECT:</b>       | PLF-22-028, Manasota Beach Ranchlands Plat No. 2 (QUASI-JUDICIAL)  |
| <b>REQUEST:</b>       | Approval of Final Plat for Manasota Beach Ranchlands Plat No. 2  |
| <b>APPLICANT:</b>     | Brad Soule, Vice President of Manasota Beach Ranchlands LLLP   |
| <b>OWNER:</b>         | Manasota Beach Ranchlands LLLP   |
| <b>LOCATION:</b>      | Within Village F; North of Manasota Beach Road and West of S. West Villages Parkway, (Section 9, Township 40 South, Range 20 East, North Port, Florida.) ± 11.66 Acres |
| <b>PROPERTY SIZE:</b> | ± 11.66 Acres  |
| <b>ZONING:</b>        | Village (V)  |

# I. BACKGROUND

The plat of Manasota Beach Ranchlands Plat No. 2 is for the site improvements required for the Southwest Water Treatment Plant. This project includes driveways, parking, and other vehicular and pedestrian facilities necessary for access to the utility plant. Platting the tracts will provide for future conveyance of the water treatment plant to the City.

This plat adds two tracts, 101 and 700. Tract 101 comprises of the recently constructed water treatment plant. Tract 700 includes a conservation area, drainage, drainage maintenance access, irrigation, and landscape easements.

The site is located within the Village F, West Villages Improvement District development in the Mixed Use Area, MU-2, as shown in Figure 1 below. The plat area is bounded to North of and adjacent to Manasota Beach Road and West of S. West Villages Parkway. The total site contains approximately  $\pm 11.66$  acres.

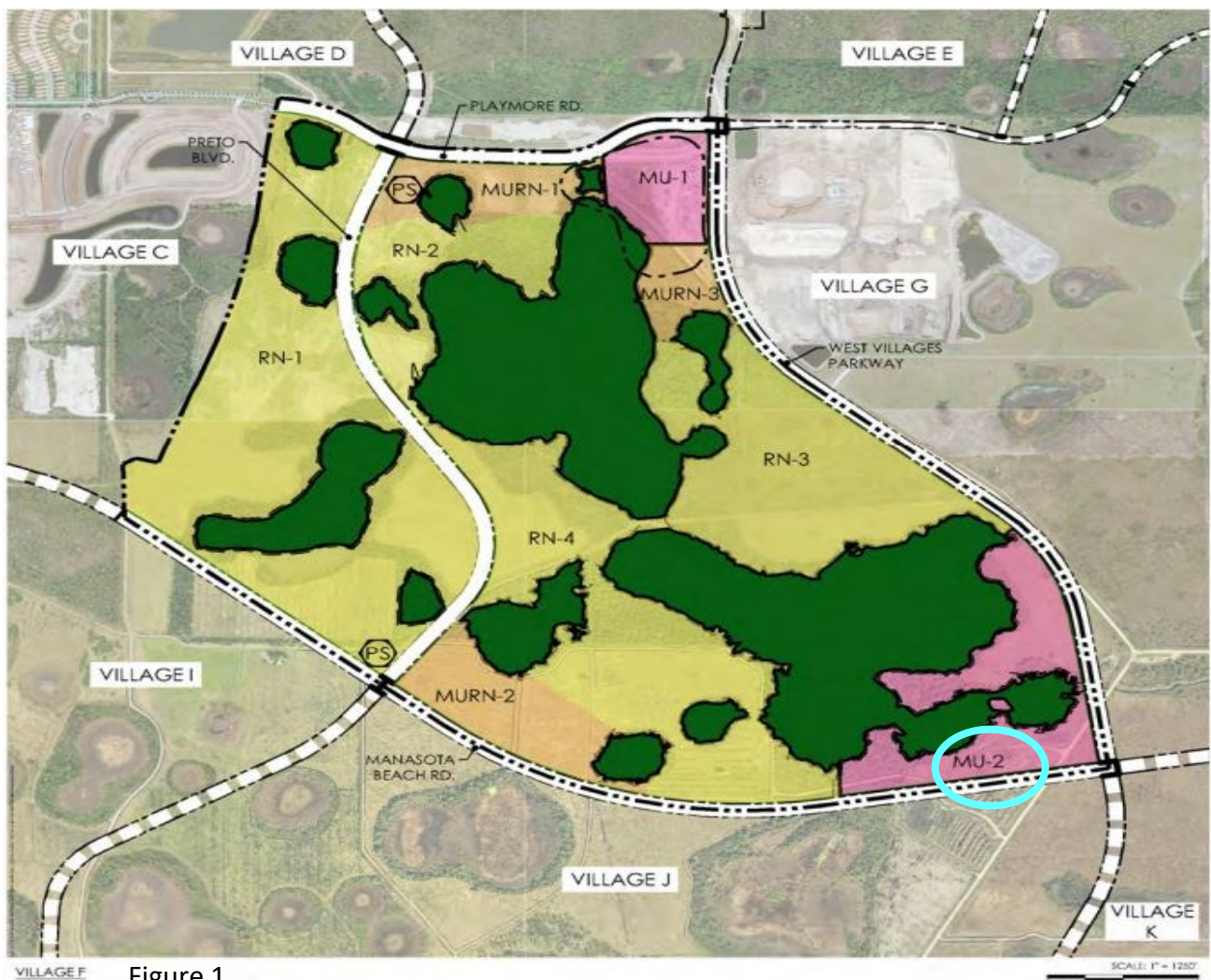


Figure 1

## II. STAFF ANALYSIS & FINDINGS

### 2021 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-22-028 meets the State's requirements for City review, and approval of plats.

### COMPLIANCE WITH ULDC

Chapter 37– 5 A. *Subdivision General Requirements.* “A subdivision is the division of a parcel of land into three (3) or more contiguous lots or parcels ...” .

Findings: The Subdivision plat requirements are not applicable.

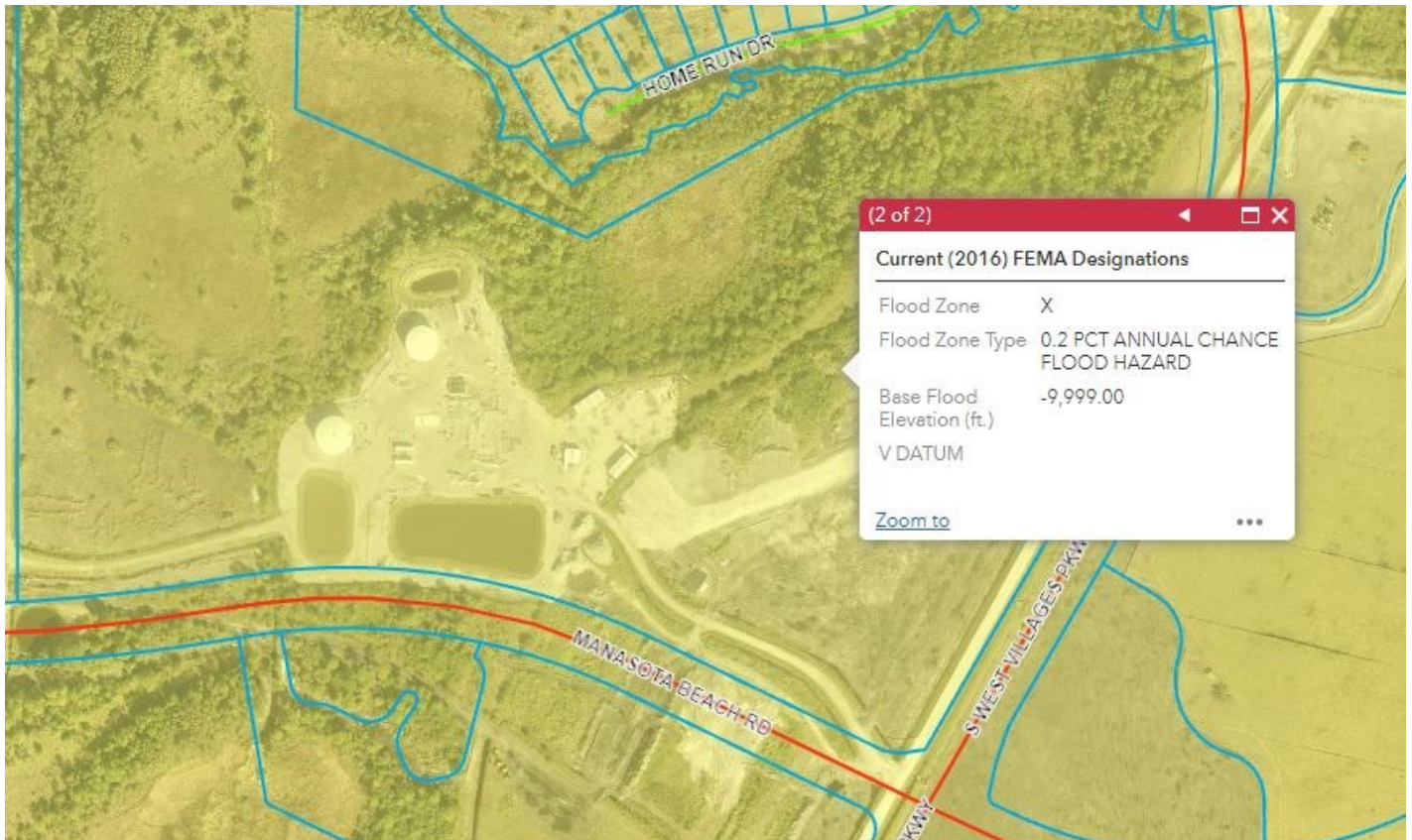
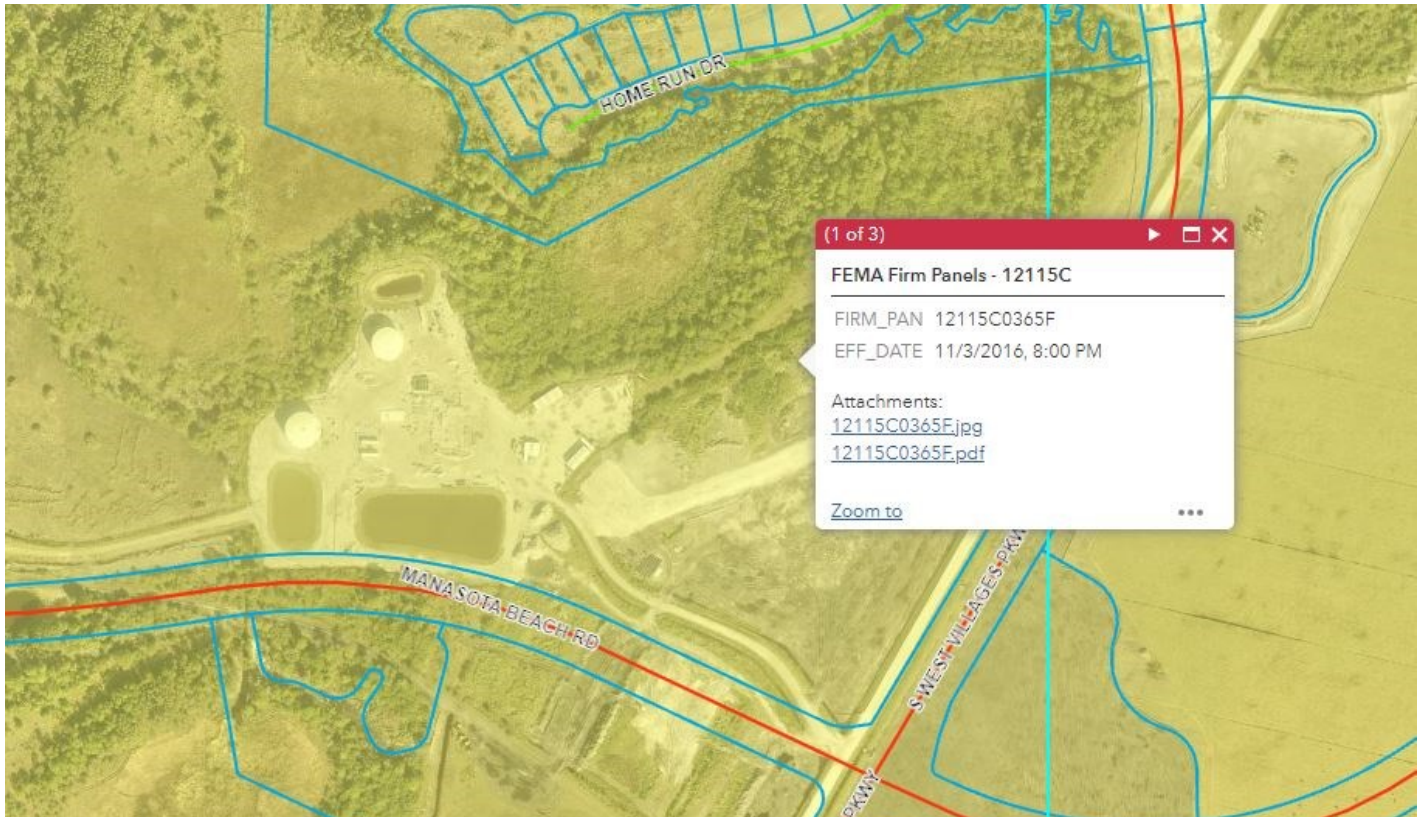
Conclusion: As this plat creates only two parcels, the ULDC provisions do not apply.

### ENVIRONMENTAL

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

## FLOOD ZONE

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



### III. RECOMMENDED MOTION

Staff recommends **APPROVAL** of Petition No. PLF-22-028, Manasota Beach Ranchlands Plat No. 2:

I move to recommend approval of Petition No. PLF-22-028 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-22-028 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-22-028 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<br/>Public Hearing</b> | May 5, 2022<br>9:00 AM or as soon thereafter  |
| <b>City Commission<br/>Public Hearing</b>                      | May 24, 2022<br>6:00 PM or as soon thereafter |

### VI. EXHIBITS

|           |                        |
|-----------|------------------------|
| <b>A.</b> | Map Gallery            |
| <b>B.</b> | Affidavit              |
| <b>C.</b> | Title Opinion          |
| <b>D.</b> | City Surveyor Approval |
| <b>E.</b> | WVID Acceptance Letter |



City of North Port

Prepared on 4/14/2022  
by NDS / Planning Division


Exhibit A - Map Gallery

# Aerial Location Map

## PLF-22-028, SW Water Treatment Plant



0 180 360 Feet

 Petition 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.



# City of North Port

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## Exhibit A - Map Gallery

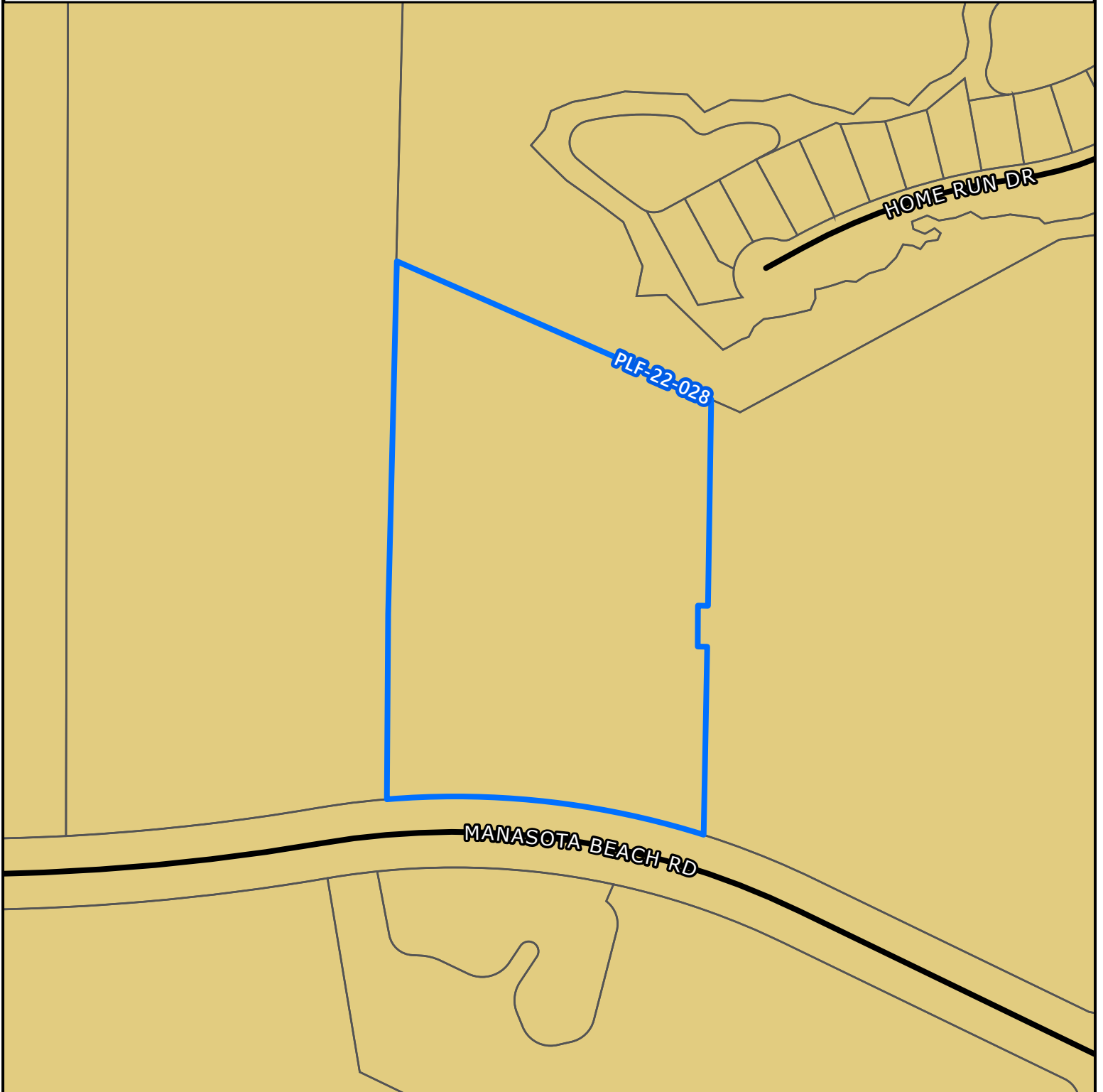
# Current Zoning V, Village

### PLF-22-028, SW Water Treatment Plant



0 180 360 Feet

- City Boundary
- Streets
- Parcel 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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# City of North Port

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## Exhibit A - Map Gallery

# Future Land Use Village


## PLF-22-028, SW Water Treatment Plant

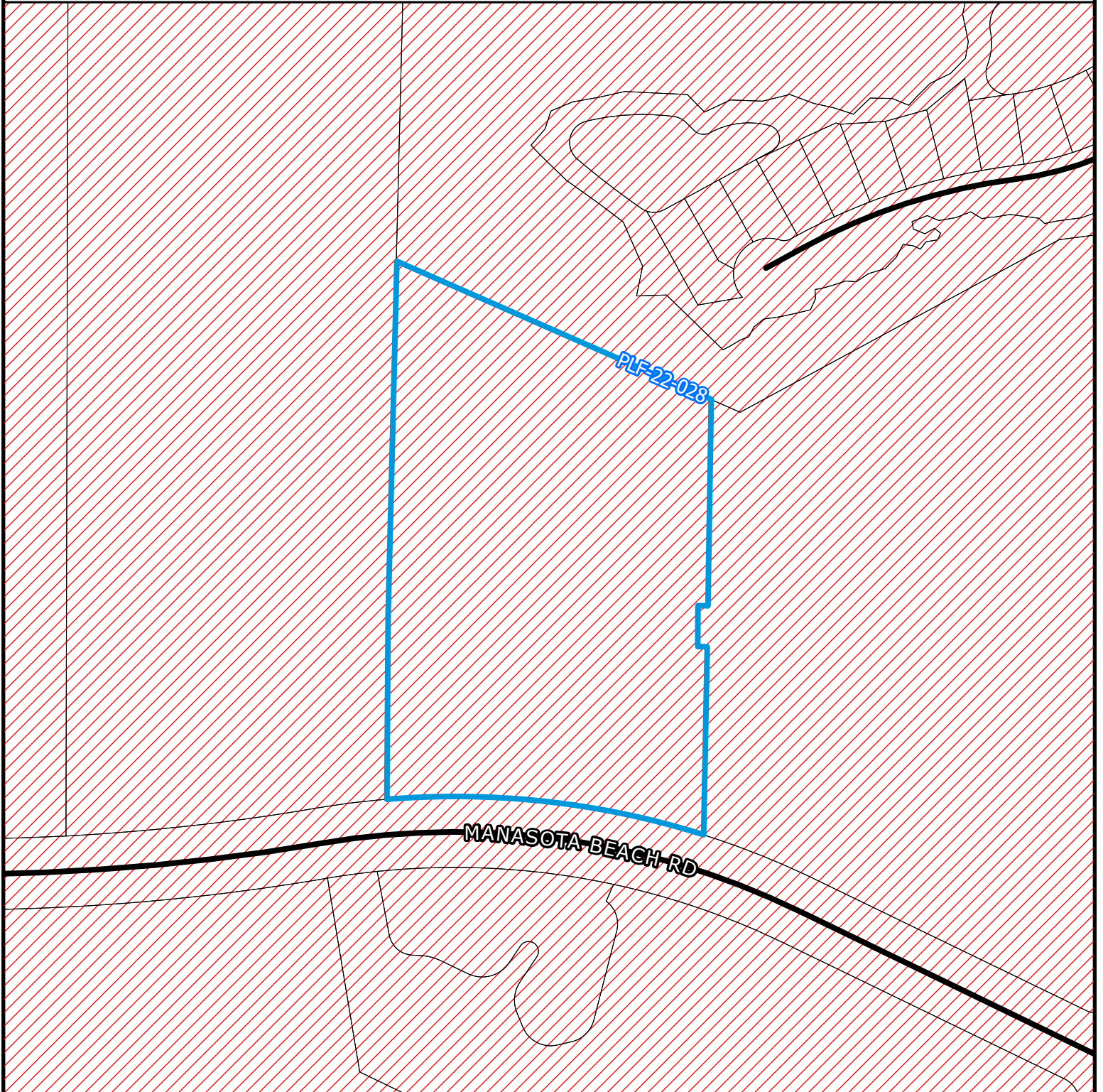


0 210 420 Feet

 Petition Boundary  
 Parcel Boundary

 Streets  
 VILLAGE

 City Boundary



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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Exhibit B - Affidavit

AFFIDAVIT

I (the undersigned), Brad Soule 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 31st day of October, 2019

Signature of Applicant or Authorized Agent: [Signature] Print Name and Title: Brad Soule, Vice President

STATE OF Florida COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 31st day of October, 2019, by Brad Soule who is personally known to me or has produced

Signature - Notary Public: [Signature]



AFFIDAVIT AUTHORIZATION FOR AGENT/APPLICANT

I, Brad Soule, Vice President of Manasota Beach Ranchlands, LLLP, property owner, hereby authorize Ty Gremaux and Ashley Miele 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) See 'Attachment 'A''

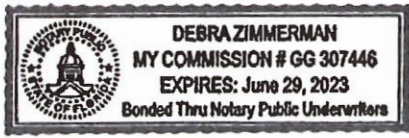
Owner: [Signature] Date: 10/31/2019

STATE OF Florida COUNTY OF Sarasota

The foregoing instrument was acknowledged by me this 31st day of October, 2019, by Brad Soule who is personally known to me or has produced

Signature - Notary Public: [Signature]

(Place Notary Seal Below)



**Exhibit C - Title Opinion**  
**PLAT PROPERTY INFORMATION REPORT**

**Showing Information Required by F.S. 177.041 Prior to Platting Lands**

**Issuer: Attorneys' Title Fund Services, LLC**  
**Recipient: Williams Parker Harrison Dietz & Getzen, PLLC**

**Fund File Number:** 1204822

**Provided For:** Williams Parker Harrison Dietz & Getzen, PLLC **Agent's File Reference:** NFC- Water Treatment Plant Plat Search.

**Effective Date of Search:** January 11, 2022 at 11:00 PM

**Description of Real Property Situated in Sarasota County, Florida:**

See Exhibit A

**Record Title Vested in:**

MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership, formerly known as THOMAS RANCH LAND PARTNERS NORTH PORT, LLLP, by Special Warranty Deed recorded in Instrument Number [2014062917](#), and Certificate recorded in Instrument Number [2015141232](#), Public Records of Sarasota County, Florida.

**Prepared Date:** January 20, 2022

**Attorneys' Title Fund Services, LLC**

**Prepared by:** Peggy Frook, Senior Examiner

**Phone Number:** (800) 228-8137 x6604

**Email Address:** PFrook@TheFund.com

**Exhibit C - Title Assurance**  
**PLAT PROPERTY INFORMATION REPORT**

**Fund File Number:** 1204822

***The following mortgages are all the mortgages of record that have not been satisfied or released of record nor otherwise terminated by law:***

1. Nothing Found

***Other encumbrances affecting the title:***

1. Declaration of Covenants, Conditions, Easements and Restrictions recorded in Instrument Number [2004216589](#), as amended in Instrument Numbers [2005257191](#) and [2007018906](#), Public Records of Sarasota County, Florida, limited to provisions creating easements in paragraphs 5.1 and 5.3.
2. Declaration of Covenants, Conditions, Easements and Restrictions recorded in Instrument Number [2005197548](#), as amended in Instrument Number [2008099652](#), Public Records of Sarasota County, Florida, limited to provisions creating easements in paragraph 3.3.
3. Notice of Establishment of West Villages Improvement District, Declaration of Consent to Jurisdiction, Agreement between West Villages Improvement District and Fourth Quarter Properties XXXII, LLC, and other instruments pertaining to said District recorded in Instrument Numbers [2004223490](#), [2006023618](#), [2007048565](#), [2007086623](#), [2007176566](#), [2008055051](#), [2017111575](#), [2017111576](#), [2017111577](#), [2017111578](#), [2017111579](#), [2017111580](#), [2017111581](#), [2017111582](#), [2017111583](#), [2017111584](#), [2017111585](#), [2017128391](#), [2018000839](#), [2018000840](#), [2018084717](#), [2018105750](#), [2018142894](#), [2018154491](#), [2018164671](#), [2019007882](#), [2019048577](#), [2019048579](#), [2019048581](#), and [2019052599](#), of the Public Records of Sarasota County, Florida, which contain provisions creating assessments, which assessments would apply as to any owner of the land subsequent to the insured.
4. Restrictive Covenant recorded in Instrument Number [2018128694](#), and Amendment to Restrictive Covenant recorded in Instrument Number [2021097941](#), Public Records of Sarasota County, Florida.
5. Irrigation Water Supply Agreement recorded in Instrument Number [2018159052](#), and First Amendment to Irrigation Water Supply Agreement recorded in Instrument Number [2021205095](#), Public Records of Sarasota County, Florida.
6. 2019 Amended and Restated Utilities Agreement recorded in Instrument Number [2019125013](#), together with Assignment and Assumption of Equivalent Residential Connections recorded in Instrument Number [2020146285](#), Public Records of Sarasota County, Florida, which contain provisions creating easements, use restrictions, and charges in favor of the City of North Port.
7. Note: Recorded Notice of Environmental Resource Permit recorded in Instrument Number [2019126330](#), Recorded Notice of Environmental Resource Permit recorded in Instrument Number [2020031687](#), and Recorded Notice of Environmental Resource Permit recorded in Instrument Number [2021182177](#), Public Records of Sarasota County, Florida.
8. Note: West Villages Developer Agreement (Post Annexation) recorded in Instrument Number [2020042302](#), Public Records of Sarasota County, Florida, together with Joinder and Consent to the West Villages Developer Agreement (Post Annexation) and to Dedications, Reservations, Covenants, Restrictions and Obligations to Convey recorded in Instrument Number [2020042589](#), and Memorandum of Agreement for West Villages Developer Agreement (Post Annexation) and Joinder and Consent recorded in Instrument Number [2020042654](#) which contains provisions for dedications, reservations, covenants, restrictions and obligations to convey and grant easements.
9. Declaration of Restrictive Covenants and Rights recorded in Instrument Number [2021153734](#), Public Records of Sarasota County, Florida.

**Exhibit C - Title Assurance**  
**PLAT PROPERTY INFORMATION REPORT**

*Fund File Number:* 1204822

*This search is provided pursuant to the requirements of section 177.041, F.S. for the uses and purposes specifically stated therein and is not to be used as the basis for issuance of an insurance commitment and/or policy.*

*The information contained herein is furnished for information only.*

*This report is not 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 by name in the property information report as the recipient(s) of the property information report.*

**Exhibit C - Title Assurance**  
**PLAT PROPERTY INFORMATION REPORT**

**Exhibit A**

***Fund File Number:*** 1204822

That part of the Northwest Quarter of Section 9, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Northwest Corner of Section 9, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°37'03"E., along the North line of Section 9, Township 40 South, Range 20 East, Sarasota County, Florida, a distance of 612.96 feet to a point on the West line of Gran Place, A Subdivision as recorded in Plat Book [55, Page 326](#) of the Public Records of Sarasota County, Florida; thence along said West line of Gran Place, S.01°25'48"W., a distance of 490.13 feet to the Southwest Corner of said Gran Place, for the POINT OF BEGINNING; thence continuing S.01°25'48"W., a distance of 646.44 Feet; thence S.00°23'29"W., a distance of 339.49 feet to a point on the North Right of Way line of Manasota Beach Road, a 130 Foot wide Public Right of Way (Tract 101), Manasota Beach Ranchlands Plat No. 1, as recorded in Plat Book [55, Page 367](#) of the Public Records of Sarasota County, Florida, also being a point on a curve to the right having a radius of 1514.99 feet, a central angle of 22°13'46", a chord bearing of S.83°37'20"E., and a chord length of 584.10 feet; thence along the arc of said curve, an arc length of 587.78 feet; thence leaving said North Right of Way Line, N.01°04'21"E., a distance of 344.62 feet; thence N.89°36'31"W., a distance of 17.39 feet; thence N.00°23'29"E., a distance of 75.00 feet; thence S.89°37'08"E., a distance of 18.28 feet; thence N.00°53'41"E., a distance of 378.21 feet to a point on the South line of said Gran Place; thence along said South line of Gran Place, N.66°17'19"W., a distance of 628.88 feet to the POINT OF BEGINNING.

11/12/2021 1:55 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2769404

After recording return to:  
Lindsay C. Whelan  
Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32308

**FIRST AMENDMENT TO IRRIGATION WATER SUPPLY AGREEMENT**

**THIS FIRST AMENDMENT TO IRRIGATION WATER SUPPLY AGREEMENT** ("Amendment") is made and entered into by and between the **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district created pursuant to Chapter 189, *Florida Statutes* ("F.S."), hereinafter referred to as the "DISTRICT"; **THE RANCH LAND OPERATIONS, LLLP**, a Florida limited liability limited partnership, hereinafter referred to as the "RANCH," whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811; and **THOMAS RANCH INTANGIBLES, LLLP**, a Florida limited liability limited partnership, as Trustee under the *Water Rights Trust Agreement* dated December 12, 2017, hereinafter referred to as "TRUSTEE," whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (each may be referred to individually as a "Party" or collectively as the "Parties").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, as amended (the "Act") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure and providing certain public services; and

**WHEREAS**, the District has established its "Unit of Development No. 6" (hereinafter referred to as "Unit No. 6") relative to its provision of irrigation services to the lands within the

## Exhibit C - Title Assurance

District;<sup>1</sup> and

**WHEREAS**, the majority of the lands within Unit No. 6 are subject to restrictive covenants recorded as Instruments #2017156389 and #2018128694 in the Official Records of Sarasota County, Florida (the "Original Restrictive Covenants"); and

**WHEREAS**, pursuant to the Restrictive Covenants, Trustee has the following exclusive rights within the lands subject to the Original Restrictive Covenants: (1) the right to seek, directly or indirectly, a groundwater well construction permit or water or consumptive use permit; (2) the right to install a groundwater well; (3) the right to withdraw water from a surface water body; (4) the right to divert fresh or saline water; and (5) the right to construct, install, maintain, repair, and replace the irrigation system (collectively the "Contract Rights"); and

**WHEREAS**, pursuant to that certain *Irrigation Water Supply Agreement*, recorded as Instrument No. 2018159052 in the Official Records of Sarasota County, Florida (the "Water Supply Agreement"), Trustee has assigned the Contract Rights to the District, on a non-exclusive basis, such that the Trustee will accordingly be the exclusive provider of groundwater from the lands subject to the Original Restrictive Covenants to the District for irrigation, and the District will be the exclusive provider of irrigation water to its users; and

**WHEREAS**, due to an ongoing land sale transaction that was underway at the time of negotiation and execution of the Water Supply Agreement, the lands within the "Tortuga" residential project, which is located within Unit No. 6 within the District, were not included within the scope of the Original Restrictive Covenants; and

**WHEREAS**, as a result, at the conclusion of the land sale transaction but subsequent to the execution of the Water Supply Agreement, an additional restrictive covenant was recorded as

---

<sup>1</sup> Note that the IslandWalk residential community is the only property within the District that is not also included within Unit No. 6.

## Exhibit C - Title Assurance

Instrument No. 2020069015 in the Official Records of Sarasota County, Florida relative to the lands within Tortuga (the "Tortuga Restrictive Covenant"); and

**WHEREAS**, there is accordingly a need to amend the Water Supply Agreement to add the Tortuga Restrictive Covenant to the scope thereof in order for the Contract Rights set forth in such covenant to be assigned to the District such that it shall be the exclusive provider of irrigation water to the properties within Tortuga.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** as follows:

1. **Recitals and Exhibits.** The Parties agree that the recitals and exhibits attached hereto are adopted and incorporated herein by reference as if restated in their entirety.
2. **Amendment of Agreement.** The third WHEREAS clause in the Water Supply Agreement is hereby deleted in its entirety and replaced with the following:

**WHEREAS**, Unit No. 6 includes lands (the "Restricted Lands") described in, and subject to, Restrictive Covenants recorded in the Official Records as Instruments #2017156389, #2018128694 and #2020069015, Public Records of Sarasota County, Florida (the "Restrictive Covenants");

3. **Affirmation of Agreement.** The Water Supply Agreement is hereby affirmed, and the Parties hereto acknowledge and agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Water Supply Agreement. All of the remaining provisions remain in full effect and fully enforceable.



Exhibit C - Title Assurance

IN WITNESS WHEREOF, the authorized representatives of the Parties have duly executed this Amendment as of the date(s) set forth below.

Witnesses:

[Signature]

Print Name: Mike Smith

[Signature]

Print Name: Wm Crosley

West Villages Improvement District,  
an independent special district created  
pursuant to Chapter 189, Florida Statutes

By: [Signature]  
John Luczynski, Chairman

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John Luczynski, to me known to be the person described in and who executed the foregoing instrument as Chairman of West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes, on behalf of the District and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 11<sup>th</sup> day of November 2021.



William Ryan Crosley  
Notary Public  
State of Florida  
Comm# HH016312  
Expires 8/30/2024

[Signature]  
Notary Public  
Print Name: William Crosley  
My Commission Number:

Exhibit C - Title Assurance

Witnesses:

Debra Zimmerman

Print Name: Debra Zimmerman

Carrie L. Dinof

Print Name: Carrie L. Dinof

**The Ranch Land Operations, LLLP**, a Florida limited liability limited partnership

By: **Thomas Ranch Villages GP, LLC**, a Delaware limited liability company  
As its General Partner

By: **Thomas Ranch Manager, LLC**, a Delaware limited liability company  
As its Manager

Richard Severance

By: Richard Severance  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Richard Severance to me known to be the person described in and who executed the foregoing instrument as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company and Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and General Partner of The Ranch Land Operations, LLLP, a Florida limited liability limited partnership, on behalf of the companies and the partnership and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of November 2021.



William Ryan Crosley  
Notary Public  
State of Florida  
Comm# HH016312  
Expires 8/30/2024

William Crosley  
Notary Public  
Print Name: William Crosley  
My Commission Number: HH016312

Exhibit C - Title Assurance

Witnesses:

Debra Zimmerman  
Print Name: Debra Zimmerman

Cornel Dinoff  
Print Name: Cornel Dinoff

**Thomas Ranch Intangibles, LLLP**, a Florida limited liability limited partnership, as Trustee aforesaid

By: **Thomas Ranch Villages GP, LLC**, a Delaware limited liability company As its General Partner

By: **Thomas Ranch Manager, LLC**, a Delaware limited liability company As its Manager

Richard Sverance  
By: RICHARD SVERANCE  
Its: Vice President

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

I HEREBY CERTIFY that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Richard Sverance, to me known to be the person described in and who executed the foregoing instrument as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company and Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and General Partner of Thomas Ranch Intangibles, LLLP, a Florida limited liability limited partnership, as Trustee aforesaid, on behalf of the companies and the partnership and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of November 2021.



William Ryan Crosley  
Notary Public  
State of Florida  
Comm# HH016312  
Expires 8/30/2024

Wm. R. Crosley  
Notary Public  
Print Name: Wm Crosley  
My Commission Number: HH 016312

23

Return To: ✓

Williams, Parker, Harrison, Dietz & Ge  
200 South Orange Avenue  
Sarasota, Florida 34236

# State of Florida



Department of State

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2015141232 4 PG(S)  
November 13, 2015 11:24:52 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



I certify the attached is a true and correct copy of the Amendment to the Certificate of Limited Partnership, filed on April 21, 2015, for THOMAS RANCH LAND PARTNERS NORTH PORT, LLLP changing its name to MANASOTA BEACH RANCLANDS, LLLP, a limited partnership organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this limited partnership is A14000000257.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Tenth day of November, 2015



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State

Exhibit C - Title Assurance

CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF

Thomas Ranch Land Partners North Port, LLLP

Insert name currently on file with Florida Department of State

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on 05/14/2014, assigned Florida document number A14000000257, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:

Manasota Beach Ranchlands, LLLP

New name must be distinguishable and contain an acceptable suffix.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:

New Principal Office Address:  
(Must be STREET address)

c/o Mattamy Homes  
1900 Summit Tower Blvd., Suite 500  
Orlando, FL 32810

New Mailing Address:  
(May be post office box)

c/o Mattamy Homes  
1900 Summit Tower Blvd., Suite 500  
Orlando, FL 32810

C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: \_\_\_\_\_

New Registered Office Address: \_\_\_\_\_

Enter Florida street address

\_\_\_\_\_, Florida \_\_\_\_\_  
City Zip Code

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2015 APR 21 AM 11:12

FILED

**Exhibit C.- Title Assurance**

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

\_\_\_\_\_  
If Changing Registered Agent, Signature of New Registered Agent

**D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:**

| <u>Title</u> | <u>Name</u> | <u>Address</u> | <u>Type of Action</u>   |
|--------------|-------------|----------------|---|
| _____        | _____       | _____          | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove |
| _____        | _____       | _____          | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove |
| _____        | _____       | _____          | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove |
| _____        | _____       | _____          | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove |
| _____        | _____       | _____          | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove |
| _____        | _____       | _____          | <input type="checkbox"/> Add<br><input type="checkbox"/> Remove |

2015 APR 21 AM 11:12  
 FILED  
 SECRETARY OF STATE  
 TALLAHASSEE FLORIDA

**E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:**

- This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

**(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)**

Exhibit C - Title Assurance

F. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Four horizontal lines for amending information.

Effective date, if other than the date of filing: \_\_\_\_\_  
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

**Signature(s) of a general partner or all general partners\*:**

(\*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

Thomas Ranch Villages GR, LLC, its General Partner

By: Thomas Ranch Manager, LLC, its Manager

By: James Leiferman, Authorized Manager

Handwritten signature of James Leiferman over two horizontal lines. Two additional horizontal lines are provided to the right.

**Signature(s) of all new or dissociating general partner(s), if any:**

Four horizontal lines for signatures of new or dissociating general partners.

Filing Fee: \$52.50  
Certified Copy (optional): \$52.50  
Certificate of Status (optional): \$8.75

2015 APR 21 AM 11:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT

Document Prepared By:

Joanne Hoyt

RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2021182177 3 PG(S) October 06, 2021 09:59:05 AM KAREN E. RUSHING CLERK OF THE CIRCUIT COURT SARASOTA COUNTY, FL

Return to:

Name Jennifer McDaniel Agency Name Southwest Florida Water Management District Street Address 7601 US Hwy 301 N City, State Zip Tampa, FL 33637 RE: Permit No.: 43032522.048 Grantee: Manasota Beach Ranchlands, LLLP Parcel ID: 0801001100, 0807001000, 0799001000, and 0809001000 County: Sarasota



Notice

The Southwest Florida Water Management District (Agency) hereby gives notice that Environmental Resource Permit No. 43032522.048 has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.090(5), Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland conservation areas, and docking facilities.





Exhibit C - Title Assurance

Conditions

The Permit is subject to the General Conditions set forth in Rule 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice And Permit

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice Is Not An Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 24 day of November, 20 20.

Southwest Florida Water Management District

For Agency

Charles Wood, Agency Contact

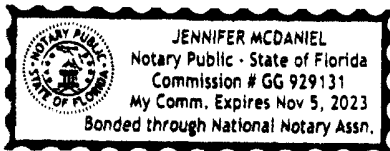
STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 24 day of November, 2020 by Charles Wood, Regulatory Support Bureau Chief. He is personally known to me.

Jennifer McDaniel
Notary Public Signature, State of Florida

[Notary Seal]



Jennifer McDaniel
Printed, Typed or Stamped Name

Commission/Serial No: GG 929131

My Commission Expires: 11/05/2023

## Exhibit C - Title Assurance

### LEGAL DESCRIPTION:

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Sections 4, 5, 8 & 9, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the northeast corner of Section 5; thence N.89°05'29"W. along the north line of said Section 5, a distance of 487.57 feet; thence S.00°54'31"W., a distance of 1,524.18 feet to the southwest corner of West Villages Parkway (138.00 foot wide public right-of-way) as recorded in the Official Records Instrument Numbers 2017156837 and 2019011092, Public Records of Sarasota County, Florida, also being a point on the future westerly right-of-way line of West Villages Parkway (variable width public right-of-way), and also being the point of curvature of a non-tangent curve to the left, having a radius of 2,067.00 feet and a central angle of 14°53'19"; thence along said westerly right-of-way line of proposed West Villages Parkway for the following four (4) calls: (1) thence Southerly along the arc of said curve, a distance of 537.12 feet, said curve having a chord bearing and distance of S.19°33'20"E., 535.61 feet to the POINT OF BEGINNING; (2) thence continue Southeasterly along said curve having a radius of 2,067.00 feet and a central angle of 23°50'06", a distance of 859.87 feet to the point of tangency of said curve; (3) thence S.50°50'06"E., a distance of 1,970.32 feet to the point of curvature of a curve to the right having a radius of 2,083.00 feet and a central angle of 03°16'59"; (4) thence Southeasterly along the arc of said curve, a distance of 119.36 feet to the end of said curve; thence S.52°10'50"W. along a line non-tangent to said curve, a distance of 1,564.92 feet; thence S.01°25'48"W., a distance of 1,551.98 feet; thence S.00°23'29"W., a distance of 339.49 feet to the point of curvature of a non-tangent curve to the left, having a radius of 1,515.00 feet and a central angle of 04°56'34", also being on the northerly proposed right-of-way line of Manasota Beach Road (130.00 foot proposed public right-of-way); thence along said northerly proposed right-of-way line for the following three (3) calls: (1) thence Westerly along the arc of said curve, a distance of 130.70 feet, said curve having a chord bearing and distance of S.82°47'30"W., 130.66 feet, to the point of reverse curvature of a curve to the right having a radius of 3,946.41 feet and a central angle of 48°15'34"; (2) thence Westerly along the arc of said curve, a distance of 3,324.01 feet to the point of tangency of said curve; (3) thence N.51°25'13"W., a distance of 512.79 feet to the easterly right-of-way of Preto Road (130.00 foot proposed public right-of-way); thence along said easterly proposed right-of-way line for the following five (5) calls: (1) thence N.08°34'35"E., a distance of 62.05 feet to the point of curvature of a curve to the right having a radius of 293.90 feet and a central angle of 16°36'16"; (2) thence Northerly along the arc of said curve, a distance of 85.17 feet to the point of tangency of said curve; (3) thence N.38°34'47"E., a distance of 839.08 feet to the point of curvature of a curve to the left having a radius of 1,065.00 feet and a central angle of 72°58'36"; (4) thence Northerly along the arc of said curve, a distance of 1,356.47 feet to the point of tangency of said curve; (5) thence N.34°23'49"W., a distance of 720.71 feet; thence N.70°00'21"E., a distance of 1,445.40 feet; thence N.00°54'23"E., a distance of 263.29 feet; thence N.80°00'00"E., a distance of 942.21 feet; thence N.63°00'00"E., a distance of 327.10 feet to the POINT OF BEGINNING.

Said tract contains 14,789,446 square feet or 339.5190 acres, more or less.

Exhibit C - Title Assurance

①  
69.50

Prepared by and return to:



200 South Orange Avenue  
Sarasota, Florida 34236  
(941) 366-4800  
Attention: Patrick W. Ryskamp, Esq.

✓

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2021097941 8 PG(S)  
May 26, 2021 10:50:45 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



AMENDMENT TO RESTRICTIVE COVENANT

This Amendment is made and entered into this 25th day of May 2021 by and between **MANASOTA BEACH RANCLANDS, LLLP**, a Florida limited liability limited partnership (the "Partnership"); **THE RANCH LAND OPERATIONS, LLLP**, a Florida limited liability limited partnership ("Ranch Land"); and **THOMAS RANCH INTANGIBLES, LLLP**, a Florida limited liability limited partnership, as Trustee under Water Rights Trust Agreement dated December 12, 2017 ("Trustee").

RECITALS:

A. The Partnership is the owner of that certain property in Sarasota County, Florida, more particularly described in Exhibit "A" attached hereto (the "Property").

B. The Property is subject to a water use permit issued by Southwest Florida Water Management District ("SWFWMD") to Ranch Land.

C. The Partnership, Ranch Land, and Trustee heretofore executed that certain Restrictive Covenant recorded in Official Records Instrument #2018128694, Public Records of Sarasota County, Florida (the "Covenant"), by virtue of which Trustee was granted the exclusive right to withdraw groundwater from the real property described therein (the "Restrictive Covenant Property") and to impose restrictions on activities using or affecting groundwater, surface water, and irrigation water on the Restrictive Covenant Property.

D. The Property is a portion of the Restrictive Covenant Property.

E. The parties desire to amend the Covenant solely as it applies to the Property, with respect to certain matters as set forth herein.

NOW THEREFORE, the Partnership does hereby amend the Covenant solely as it relates to the Property as follows:

1. The Recitals set forth above are true and correct and are incorporated herein by reference.

## Exhibit C - Title Assurance

2. Section 2(b) of the Covenant is hereby amended in its entirety to read as follows:

(b) **Groundwater Well** means any existing artificial excavation into the ground for the purpose of locating, acquiring, withdrawing, developing, or artificially recharging Groundwater from or to a confined, semi-confined, or unconfined aquifer within the Property.

3. Section 2(c) of the Covenant is hereby amended in its entirety to read as follows:

(c) **Person** means a natural person, corporation, partnership, trustee, or other legal entity, excluding individual homeowners.

4. The first sentence of Section 3 of the Covenant is hereby amended in its entirety to read as follows: "The Partnership grants to Trustee the following exclusive rights within the Property: (1) the right to seek, directly or indirectly, a Groundwater Well construction permit or water or a consumptive use permit; (2) the right to withdraw water from a surface water body; (3) the right to divert fresh or saline water; and (4) the right to maintain, repair, and replace the Groundwater Wells and Related Facilities."

5. Section 6 of the Covenant is hereby amended in its entirety to read as follows:

6. **License.** The Partnership grants to Trustee a perpetual, nonexclusive license over, under, across, and through the Property as reasonably necessary (a) for vehicular and pedestrian access to, and for maintenance, repair, and replacement of the Groundwater Wells and Related Facilities on the Property and (b) for locating, acquiring, withdrawing, developing, and artificially recharging Groundwater from or to a confined, semi-confined, or unconfined aquifer within the Property; provided however, that after the recording of a subdivision plat for the Property in the public records of Sarasota County, Florida, that dedicates to Trustee an adequate easement or license meeting the requirements of (a) and (b) above, such license shall automatically be limited to the roadways, licenses, and easements dedicated thereon for such purposes; and further no activities conducted on the Property pursuant to this license shall unreasonably interfere with an owner's development of the Property. The license is coupled with an interest and is irrevocable. In the exercise of its license rights, Trustee shall not disturb any existing or future building or improvement on the Property. Trustee shall, as a condition to exercising its rights hereunder, maintain in full force and effect, with a reputable insurance company or companies licensed to provide insurance in the State of Florida, a policy of commercial general liability insurance against

## Exhibit C - Title Assurance

claims of liability, bodily injury, death and property damage incurred in connection with, or in any way related to the use and exercise of, the license granted hereby and the negligent acts of Trustee. Such insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Trustee shall have the obligation, at its sole cost and expense, to maintain, repair, and/or replace any damage or destruction to the Property, and/or any improvements located or to be located thereon caused by Trustee. In no event shall at any time any lien or encumbrance of any kind be placed on any portion of the Property as a result of Trustee's use of the benefits of this license and in the event that any such lien or encumbrance shall at any time and from time to time exist, the same shall be discharged or otherwise satisfied or removed of record immediately and no later than fifteen (15) days following the existence thereof. Any capitalized terms used in this instrument which are not defined herein shall have the same meaning ascribed to such term in the Covenant.

6. Pursuant to Section 7 of the Covenant, Trustee hereby consents to the removal and withdrawal of water from a surface water body on the Property for irrigation purposes by the West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes (the "WVID"), as contemplated in a separate agreement between the WVID and the Partnership or its successors and assigns.

7. The Trustee acknowledges that there are no permitted Groundwater Wells within the Property to which the Trustee has access.

8. Where there is any conflict between the terms of this Amendment and the terms of the Covenant, the terms of this Amendment shall control. The parties agree that the Covenant remains in full force and effect except as amended herein, and that this Amendment only modifies the terms of the Covenant with respect to the Property, and does not affect the terms of the Covenant with respect to the remainder of the Restrictive Covenant Property.

*[Signature Page Follows]*

Exhibit C - Title Assurance

In witness whereof, the Partnership has caused this Amendment to be executed in its name the date first above written.


WITNESSES:

**MANASOTA BEACH RANGLANDS, LLLP**, a Florida limited liability limited partnership


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

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

By:   
Richard P. Severance  
As its Vice President

  
Signature of Witness  
Nicole F. Christie

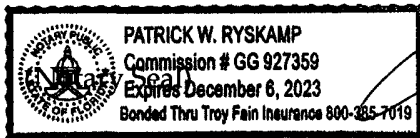
Print Name of Witness

  
Signature of Witness  
Patrick W. Ryskamp

Print Name of Witness

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20<sup>th</sup> day of May 2021 by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company and Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and General Partner of **MANASOTA BEACH RANGLANDS, LLLP**, a Florida limited liability limited partnership, on behalf of the companies and the partnership. 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

Print Name of Notary Public

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

Exhibit C - Title Assurance

In witness whereof, Ranch Land has executed this Amendment as of the day and year first above written.


WITNESSES:

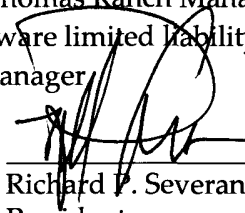
THE RANCH LAND OPERATIONS, LLLP, a Florida limited liability limited partnership

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

  
Print Name: Nicole F. Christie

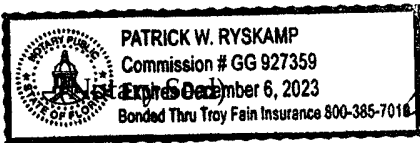
By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as its Manager

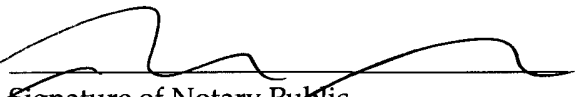
  
Print Name: Patrick W. Ryskamp

By:   
Richard P. Severance, as its Vice President

STATE OF FLORIDA  
COUNTY OF SARASOTA

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



  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

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

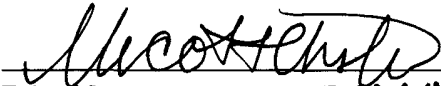
Exhibit C - Title Assurance

In witness whereof, Trustee has executed this Amendment as of the day and year first above written.

WITNESSES:

THOMAS RANCH INTANGIBLES, LLLP, a Florida limited liability limited partnership, as Trustee aforesaid

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

  
Print Name: Nicole F. Christie

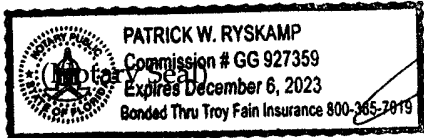
By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as its Manager

  
Print Name: Patrick W. Ryskamp

By:   
Richard D. Severance, as its Vice President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20<sup>th</sup> day of May 2021 by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, the manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, the general partner of **THOMAS RANCH INTANGIBLES, LLLP**, a Florida limited liability limited partnership, as Trustee under Water Rights Trust Agreement dated December 12, 2017, on behalf of the companies and the partnership. He has produced a \_\_\_\_\_ as identification. If no identification is indicated, the above-named person is personally known to me.



  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

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



Exhibit C - Title Assurance

JOINDER AND CONSENT

The undersigned, holder of certain license rights under the Covenant by virtue of that certain Irrigation Water Supply Agreement recorded in Official Records Instrument #2018159052, Public Records of Sarasota County, Florida, hereby joins and consents to the foregoing Amendment.

WITNESSES:

WEST VILLAGES IMPROVEMENT DISTRICT, an independent special district created pursuant to Chapter 189, Florida Statutes

[Signature]  
Print Name: Tom Buckley

[Signature]  
Print Name: CORNE L OINDOFF

By: [Signature]  
Steve Lewis  
As Vice Chairman

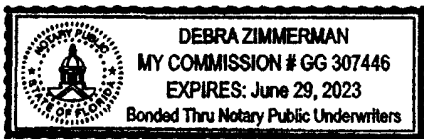
STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21 day of May 2021 by Steve Lewis, as Vice Chairman of WEST VILLAGES IMPROVEMENT DISTRICT, an independent special district created pursuant to Chapter 189, Florida Statutes, on behalf of the District. The above-named person has produced a \_\_\_\_\_ as identification. If no identification is indicated, the above-named person is personally known to me.

(Notary Seal)

[Signature]  
Signature of Notary Public

Debra Zimmerman  
Print Name of Notary Public



I am a Notary Public of the State of Florida, and my commission expires on 6/29/23

## Exhibit C - Title Assurance

### EXHIBIT "A"

#### (Legal Description of the Property)

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

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

CONTAINING 610.6878 ACRES, MORE OR LESS.

8/20/2021 1:56 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

EPN

Receipt # 2728398

**DECLARATION OF RESTRICTIVE COVENANTS AND RIGHTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS AND RIGHTS** (this "**Declaration**") is made effective the 18th day of August 2021 (the "**Effective Date**") by **MAIN STREET RANCLANDS, LLLP**, a Florida limited liability limited partnership ("**Declarant**"), and **WINCHESTER FLORIDA RANCH, LLLP**, a Florida limited liability limited partnership; **MANASOTA BEACH RANCLANDS, LLLP**, a Florida limited liability limited partnership; **THOMAS RANCH LAND PARTNERS VILLAGE I, LLLP**, a Florida limited liability limited partnership; **MYAKKA RIVER CLUB, LLLP**, a Florida limited liability limited partnership; and **TIMBER FOREST RANCH, LLLP**, a Florida limited liability limited partnership (collectively the "**Declarant Affiliates**", and sometimes together with Declarant, the "**Declarant Parties**").

**RECITALS:**

A. Declarant is the Owner (defined below) of land in the City of North Port, County of Sarasota, State of Florida, legally described on **Exhibit A** attached hereto (the "**Grand Living Parcel**"). The Grand Living Parcel is located within an area within Village D of West Villages legally described on **Exhibit B** attached hereto ("**Village D**").

B. One or more of the Declarant Parties are the Owner of land legally described on **Exhibit C** attached hereto (the "**Surrounding Parcel**").

C. In connection with the proposed sale and development of the Grand Living Parcel, the Declarant Parties desire to impose certain restrictions on, and grant certain rights over, a portion or portions of the Surrounding Parcel, and to reserve certain rights over the Grand Living Parcel, all as more particularly described herein.

**NOW, THEREFORE**, in consideration of the foregoing, and for other valuable consideration, the Declarant Parties hereby declare that the Grand Living Parcel and the Surrounding Parcel shall be held, transferred and used subject to and together with the following covenants and restrictions:

1. **Restrictive Period Use Restrictions.** During the Restrictive Period (defined below), the following uses are prohibited on the Surrounding Parcel, and no portion of the Surrounding Parcel shall be used for any of the following: the operation of an independent living, assisted living, or memory care residential care facility; provided, however, that the following operations shall not be deemed a violation of the foregoing restriction: senior cooperatives (for-sale residential units for age 55+ in a cooperative legal structure), senior apartments (age restricted 55+ apartments), senior condominiums (age restricted 55+ condominiums), skilled nursing facilities or rehabilitation facilities including transitional care units and other Medicare eligible skilled/rehab facilities. As used herein, the "**Restrictive Period**" shall mean the period commencing on the Effective Date and ending on the earlier of: (i) 48 months after the Effective Date, or (ii) the date third party purchasers for value occupy at least 90% of the residential units to be constructed on the Grand Living Parcel in connection with the Grand Living Project. As used herein, the "**Grand Living Project**" shall mean an assisted living, residential care, and memory facility for a senior living development. The provisions of this paragraph shall

## Exhibit C - Title Assurance

automatically terminate and have no effect on August 18, 2025. Within 30 days after the date that third party purchasers for value occupy at least 90% of the residential units to be constructed within the Grand Living Project, Grand Living shall deliver to Declarant an original affidavit acknowledging the Restrictive Period has expired and terminating the provisions of this paragraph and Declarant shall record the affidavit in the Public Records of Sarasota County, Florida. The provisions of this paragraph, including the benefits and burdens, run with the Surrounding Parcel and are binding upon and shall inure to the benefit of any person or entity who now or hereafter holds any right, title or interest in or to all or any portion of the Surrounding Parcel.

2. **Perpetual Use Restrictions.** In perpetuity, the following uses are prohibited within Village D and no portion of Village D thereof shall be used for any of the following: (a) adult bookstore, adult video store or any other entertainment facilities or establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials or selling or displaying adult toys or novelties; or exhibiting either live or by other means to any degree, nude or partially clothed dancers or wait staff; (b) pawn shop; (c) gun shop; (d) check-cashing or payday lending/advancing facility (the foregoing shall not prohibit any operations, including check-cashing and lending, by a state or federally chartered bank or thrift); (e) funeral home; (f) operation primarily used as a storage operation, including without limitation a self-storage facility (but storage as an accessory to any other allowed use is permitted), and any warehouse operation requiring truck loading docks (but loading docks not associated with operations other than distribution/warehouse operations are permitted); (g) abortion clinic; (h) third party or governmental jail facility; (i) mobile home park; or (j) recreational vehicle park. The provisions of this paragraph, including the benefits and burdens, run with the Village D and are binding upon and shall inure to the benefit of any person or entity who now or hereafter holds any right, title or interest in or to all or any portion of the Village D.
3. **Use Covenant.** During the Covenant Period (defined below), the Grand Living Parcel shall be used solely for a senior living community consisting of a mix of independent living, assisted living, and/or memory care units, or otherwise as senior cooperatives (for-sale residential units for age 55+ in a cooperative legal structure), senior apartments (age restricted 55+ apartments), and/or senior condominiums (age restricted 55+ condominiums). As used herein, the "Covenant Period" shall mean the period commencing on the date residential units are first available for occupancy by third parties within the Grand Living Project and ending on August 18, 2031. The provisions of this paragraph, including the benefits and burdens, run with the Grand Living Parcel and are binding upon and shall inure to the benefit of any person or entity who now or hereafter holds any right, title or interest in or to all or any portion of the Grand Living Parcel.
4. **Additionally Restricted Property.** In the event that within the Restrictive Period any of the Declarant Parties becomes the Owner of real property within a five-mile radius of the Grand Living Parcel that is not otherwise encumbered by this Declaration (any such, "Additionally Restricted Property"), such Declarant Parties covenant and agree to record this Declaration against such Additionally Restricted Property solely for the purpose of enforcing the provisions of Paragraph 1, without superior lien.

## Exhibit C - Title Assurance

5. **Remedies.** It is acknowledged and agreed that if any person or entity who now or hereafter holds any right, title or interest in or to all or any portion of Village D, the Surrounding Property, of the Grand Living Parcel (each, during the period it holds such right, title or interest, an "Owner", which term includes, but is not limited to any non-residential tenant) fails to observe one or more of the restrictions or covenants set forth in Paragraphs 1 through 3, inclusive, of this Declaration, each of the other Owners would suffer irreparable harm for which a recovery of money damages would be an inadequate remedy. It is therefore agreed that any Owner shall be entitled, as a matter of right, in any court of competent jurisdiction, to equitable relief which may include a temporary restraining order, temporary injunction and permanent injunction, both pending litigation as well as upon final determination thereof, restraining and enjoining any Owner, from attempting to violate or violating any of said Paragraphs 1 through 3 of this Declaration. In the event equitable relief is not available due to an action of an Owner, the harmed party shall be entitled to pursue actual damages (excluding consequential damages) not to exceed \$250,000.00.
6. **Costs of Enforcement.** If any Owner brings an action against any other Owner under this Declaration, the prevailing party in the action shall be entitled to collect all of its costs of the action, including reasonable attorneys' fees, from the non-prevailing party.
7. **Right to Cure.** In the event either party breaches the terms and provisions of this Declaration, the non-defaulting party shall not exercise any remedies for such breach unless the non-defaulting party has notified the defaulting party of the breach in writing and demanded compliance with this Declaration. The party who has breached this Declaration shall remedy its breach within 15 days of receipt of notice thereof, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the 15 day period, in which case additional time shall be afforded, provided cure is begun within the 15 day period and diligently and continuously thereafter prosecuted to completion. In no event shall such additional time exceed 60 days from the receipt by the defaulting party of notice of the breach. If a cure is not completed after notice and within the allowed cure period, the non-defaulting party may declare the breaching party in default and may exercise its remedies as provided in this Declaration.
8. **No Waiver.** The failure of any Owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which an Owner may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.
9. **Amendment.** This Declaration may be modified or amended only by written instrument (a) executed and acknowledged by the record fee owners of the property impacted by a restriction contained herein; and (b) recorded in the Sarasota County, Florida, land records. The consent of mortgagees, other lien holders, and tenants is not required.
10. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Florida.

## Exhibit C - Title Assurance

11. **Waiver of Right to Trial by Jury.** Each Owner waives, to the fullest extent permitted by law, the right to trial by jury in any action or proceeding, whether in contract, tort or otherwise, relating directly or indirectly to this Declaration.
12. **Severability.** If any term of this Declaration or any application thereof shall be invalid or unenforceable, the remainder of this Declaration and any other application of such term shall not be affected thereby.
13. **Reformation.** If any provision contained in this Declaration is or would be deemed invalid under or would otherwise violate applicable law, such provision shall ipso facto be automatically reformed sufficient to comply with applicable law and such reformed provision shall be enforceable to the fullest extent permitted by applicable law.



Exhibit C - Title Assurance

IN WITNESS WHEREOF, the Declarant Parties have caused this Declaration to be made as of the Effective Date.

WINCHESTER FLORIDA RANCH, LLLP, a Florida limited liability limited partnership

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

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

By: [Signature]  
Richard P. Severance, as its Vice President

STATE OF FLORIDA )  
 ) ss  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16 day of August 2021, by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, and the General Partner of WINCHESTER FLORIDA RANCH, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He has produced a \_\_\_\_\_ as identification. If no identification is indicated, the above-named person is personally known to me.

[Signature]  
Signature of Notary Public

(Notary Seal)  
[Signature]  
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 6/29/23

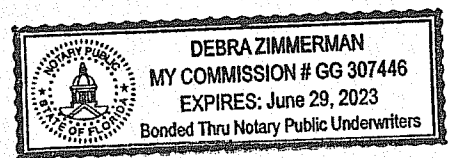




Exhibit C - Title Assurance

IN WITNESS WHEREOF, the Declarant Parties have caused this Declaration to be made as of the Effective Date.

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

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

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

By: [Signature]  
Richard P. Severance, as its Vice President

STATE OF FLORIDA )  
 ) ss  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16 day of August 2021, by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, and the General Partner of MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He has produced a \_\_\_\_\_ as identification. If no identification is indicated, the above-named person is personally known to me.

[Signature]  
Signature of Notary Public  
(Notary Seal)  
Debra Zimmerman  
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 6/29/23

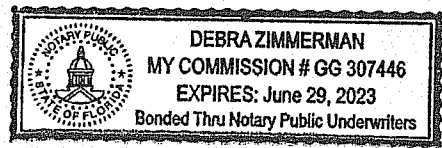



Exhibit C - Title Assurance

IN WITNESS WHEREOF, the Declarant Parties have caused this Declaration to be made as of the Effective Date.

THOMAS RANCH LAND PARTNERS  
VILLAGE I, LLLP,  
a Florida limited liability limited partnership

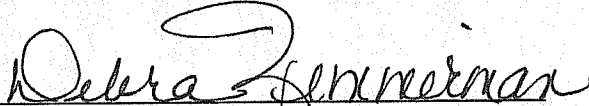
By: Thomas Ranch Villages GP, LLC, a  
Delaware limited liability company, as  
General Partner

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

By:   
Richard P. Severance, as its Vice  
President

STATE OF FLORIDA        )  
  ) ss  
COUNTY OF SARASOTA    )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16 day of August 2021, by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, and the General Partner of THOMAS RANCH LAND PARTNERS VILLAGE I, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He has produced a \_\_\_\_\_ as identification. If no identification is indicated, the above-named person is personally known to me.

  
Signature of Notary Public  
(Notary Seal)  
DEBRA Zimmerman  
Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on 6/29/23.

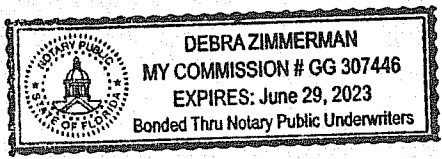


Exhibit C - Title Assurance

IN WITNESS WHEREOF, the Declarant Parties have caused this Declaration to be made as of the Effective Date.

MYAKKA RIVER CLUB, LLLP, a Florida limited liability limited partnership

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

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

By: [Signature]  
Richard P. Severance, as its Vice President

STATE OF FLORIDA )  
 ) ss  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16 day of August 2021, by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, and the General Partner of MYAKKA RIVER CLUB, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He has produced a \_\_\_\_\_ as identification. If no identification is indicated, the above-named person is personally known to me.

[Signature]  
Signature of Notary Public

(Notary Seal)  
DEBRA Zimmerman  
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 6/29/23

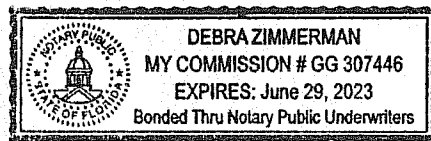


Exhibit C - Title Assurance

IN WITNESS WHEREOF, the Declarant Parties have caused this Declaration to be made as of the Effective Date.

TIMBER FOREST RANCH, LLLP, a Florida limited liability limited partnership

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

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

By: [Signature]  
Richard P. Severance, as its Vice President

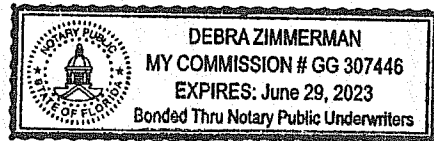
STATE OF FLORIDA )  
 ) ss  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16 day of August 2021, by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, and the General Partner of TIMBER FOREST RANCH, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He has produced a \_\_\_\_\_ as identification. If no identification is indicated, the above-named person is personally known to me.

[Signature]  
Signature of Notary Public

(Notary Seal)  
DEBRA ZIMMERMAN  
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 6/29/23



## Exhibit C - Title Assurance

### EXHIBIT A LEGAL DESCRIPTION OF GRAND LIVING PARCEL

Parcel 1:

Tract 3, Wellen Park Downtown Phase 1, as per plat thereof recorded in Plat Book 54, Page 331, Public Records of Sarasota County, Florida.

Parcel 2:

A tract of land lying in Tract A-1 of West Villages Marketplace recorded in Plat Book 53, Page 140 of the Public Records of Sarasota County, Florida, located in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the southwest corner of Tract A-I of West Villages Marketplace recorded in Plat Book 53, Page 140 of the Public Records of Sarasota County, Florida; the following three (3) calls are along the west line of said Tract A-1: (1) thence N.00°00'31"E., a distance of 53.78 feet; (2) thence N.90°00'00"E., a distance of 19.42 feet to the point of curvature of a curve to the left having a radius of 26.89 feet and a central angle of 90°00'00"; (3) thence Northeasterly along the arc of said curve, a distance of 42.24 feet to the end of said curve; thence S.00°00'00"E., a distance of 80.67 feet to the south line of said Tract A-1; thence S.90°00'00"W. along said south line, a distance of 46.32 feet to the POINT OF BEGINNING.

**Exhibit C - Title Assurance**

**EXHIBIT B  
LEGAL DESCRIPTION OF VILLAGE D**

**ALL LANDS OWNED BY MAIN STREET RANCLANDS, LLLP, IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:**

**All of Section 31, 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;

Lands conveyed to DiVosta & Company, Inc, recorded in Official Records Instrument No. 2003259292, of the Public Records of Sarasota County, Florida.

All of Section 32, lying westerly and northerly of West Villages Parkway as described in Official Records Instrument No.: 2007188871; 2009155882; 2010059621; and 2013134805, of the Public Records of Sarasota County, Florida, 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;

Lands conveyed to Sarasota County Public Hospital Board, recorded in Official Records Book 2785, Page 634, of the Public Records of Sarasota County, Florida;

Lands conveyed to DiVosta and Company, Inc. recorded in Official Records Instrument No. 2003259292, of the Public Records of Sarasota County, Florida.

**LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, 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.

**Less and Except from the above, the following:**

## Exhibit C - Title Assurance

That part of Section 32, Township 39 South, Range 20 East conveyed to US 41 Retail, LLC, a Florida limited liability company, in Official Records Instrument No. 2018098601, Public Records of Sarasota County, Florida.

Also less and except that part of Section 32, Township 39 South, Range 20 East, and Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to the West Villages Improvement District in Official Records Instrument No. 2019011093, Public Records of Sarasota County, Florida.

Also less and except that part of Sections 31 and 32, Township 39 South, Range 20 East, and Section 5, Township 50 South, Range 20 East, Sarasota County, Florida, conveyed to the West Villages Improvement District in Official Records Instrument No. 2020005361, Public Records of Sarasota County, Florida.

DESCRIPTION: TRACT "H" (2015 Transfer from SMH (OR Instr. # 2015141224)

A tract of land in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Northeast corner of said Section 32, thence S.00°30'25"W. along the Easterly line of the Northeast 1/4 of said section a distance of 2659.00 feet to the Southeast corner of said Northeast 1/4; thence N.89°29'37"W., a distance of 410.05 feet; thence S.00°30'25"W., parallel with the West line of the parcel described in O.R. Book 1571, Page 2172, a distance of 1025.29 feet to the POINT OF BEGINNING; thence along the West Right of Way Line of West Villages Parkway, per Official Records Instrument Number 2010135760, of the Public Records of Sarasota County, Florida the following eleven (11) courses: (1) S.00°30'25"W., a distance of 146.30 feet; (2) thence S.14°00'10"W., a distance of 51.42 feet; (3) thence S.00°30'25"W., a distance of 365.01 feet; (4) thence N.85°55'11"W., a distance of 40.43 feet; (5) thence S.04°20'24"W., a distance of 21.35 feet; (6) thence S.85°39'36"E., a distance of 25.84 feet to a point on a curve to the right, having: a radius of 30.00 feet, a central angle of 86°10'01", a chord bearing of S.42°34'35"E., and a chord length of 40.98 feet; (7) thence along the arc of said curve, an arc length of 45.12 feet; (8) thence S.00°30'25"W., a distance of 66.31 feet to a point on a curve to the right, having: a radius of 800.00 feet, a central angle of 21°01'16", a chord bearing of S.11°01'03"W., and a chord length of 291.87 feet; (9) thence along the arc of said curve, an arc length of 293.51 feet to a point on a curve to the left, having: a radius of 1210.00 feet, a central angle of 21°01'16", a chord bearing of S.11°01'03"W., and a chord length of 441.45 feet; (10) thence along the arc of said curve, an arc length of 443.93 feet; (11) thence S.00°30'25"W., a distance of 218.96 feet; thence N.89°05'37"W., a distance of 1809.98 feet; thence N.60°12'45"W., a distance of 1430.80 feet to the Easterly line of lands described in Official Records Instrument Number 2008060371, of the Public Records of

## Exhibit C - Title Assurance

Sarasota County, Florida, same being a point on a curve to the right, having: a radius of 2734.79 feet, a central angle of  $04^{\circ}04'08''$ , a chord bearing of  $N.31^{\circ}49'36''E.$ , and a chord length of 194.17 feet; thence along said Easterly line of lands described in Official Records Instrument Number 2008060371 the following two (2) courses: (1) along the arc of said curve, and arc length of 194.21 feet; (2) thence  $N.33^{\circ}51'40''E.$ , a distance of 1555.14 feet; thence leaving said Easterly line,  $S.89^{\circ}29'35''E.$ , a distance of 2052.16 feet; thence  $S.43^{\circ}18'10''W.$ , a distance of 463.97 feet; thence  $S.44^{\circ}41'43''E.$ , a distance of 293.63 feet; thence  $S.89^{\circ}29'35''E.$ , a distance of 290.64 feet to the POINT OF BEGINNING.

**Less and except** from the above any portion of the land in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to US 41 Retail, LLC, a Florida limited liability company, in Official Records Instrument No. 2018098601, Public Records of Sarasota County, Florida.

**Less and except** from the above any portion of the land in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to the West Villages Improvement District in Official Records Instrument No. 2019011093, Public Records of Sarasota County, Florida.

**Also less and except** that part of Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to the West Villages Improvement District in Official Records Instrument No. 2020005361, Public Records of Sarasota County, Florida.

**FURTHER, LESS AND EXCEPT FROM ALL TRACTS**, lands now in title to the City of North Port, Sarasota County, State of Florida, and the West Villages Improvement District.

**FURTHER, LESS AND EXCEPT FROM ALL TRACTS**, Tract 1, 2, 3, 7, and Tract 300, Wellen Park Downtown Phase 1, Plat Book, 54, page 331, Public Records of Sarasota County, Florida.



## Exhibit C - Title Assurance

### EXHIBIT C LEGAL DESCRIPTION OF SURROUNDING PARCEL

DESCRIPTION: 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.

## Exhibit C - Title Assurance

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:**

## Exhibit C - Title Assurance

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.

Less and Except from the above, the following:

A parcel of land in Sections 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to the Sarasota County Public Hospital District, an independent special district

## Exhibit C - Title Assurance

under the laws of the State of Florida, in Official Records Instrument No. 2015141220, Public Records of Sarasota County, Florida.

**Also less and except** that part of Sections 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, an independent district of the State of Florida in Official Records Instrument No. 2016054286, as corrected in Official Records Instrument No. 2017079464, Public Records of Sarasota County, Florida.

**Also less and except** that part of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, an independent district of the State of Florida in Official Records Instrument No. 2017013648, Public Records of Sarasota County, Florida. (Wastewater Site)

**Also less and except** that part of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to Trinity Enterprise Holdings, Inc., a Florida non-profit corporation, as Trustee of the Trinity Real Estate Trust dated February 4, 2010 in Official Records Instrument No. 2017059105, Public Records of Sarasota County, Florida.

**Also less and except** that part of Sections 4 and 5, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to the West Villages Improvement District, in Official Records Instrument No. 2017156837, Public Records of Sarasota County, Florida. (Braves Stadium)

**Also less and except** that part of Section 32, Township 39 South, Range 20 East, and Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to the West Villages Improvement District in Official Records Instrument No. 2018157094, as corrected in Official Records Instrument No. 2019011092, Public Records of Sarasota County, Florida.

**Also less and except** that part of Sections 4 and 9, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to GranPark, LLC, a Florida limited liability company in Official Records Instrument No. 2020069589, Public Records of Sarasota County, Florida. (F-6)

**Also less and except** that part of Sections 5 and 8, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to Neal Communities of Southwest Florida, LLC, a Florida limited liability company in Official Records Instrument No. 2020070402, Public Records of Sarasota County, Florida. (F-4)

**Also less and except** that part of Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to Neal Signature Homes, LLC, a Florida limited liability company in Official Records Instrument No. 2020092626, Public Records of Sarasota County, Florida. (F-2)

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**Also less and except** that part of Sections 5 and 8, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to Mattamy Tampa/Sarasota LLC, a Delaware limited liability company in Official Records Instrument No. 2020135796, Public Records of Sarasota County, Florida.

**DESCRIPTION: TRACT "D"**

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

**All of Section 15, less and except the following:**

Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 2000163556; 2008060371 and 2008060374, of the Public Records of Sarasota County, Florida;

All of Section 17;

All of Section 18;

**All of Section 19, less and except the following:**

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

**All of Section 20, 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.

**All of Section 21, less and except the following:**

The SW 1/4 of the SE 1/4; and the North 50 feet of the South 380 feet of the SW 1/4 lying East of COUNTY ROAD NO. 777 (South River Road) conveyed to Florida Power & Light Company,

## Exhibit C - Title Assurance

recorded in Official Records Book 986, Page 904, of the Public Records of Sarasota County, Florida;

Lands conveyed to Sarasota County for Ginssinger Road right-of-way conveyed in Official Records Book 2097, Page 396, of the Public Records of Sarasota County, Florida;

Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 2000163556; 2008060371 and 2008060374, of the Public Records of Sarasota County, Florida.

### DESCRIPTION: TRACT "E"

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

#### All of Section 31, 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;

Lands conveyed to DiVosta & Company, Inc, recorded in Official Records Instrument No. 2003259292, of the Public Records of Sarasota County, Florida.

All of Section 32, lying westerly and northerly of West Villages Parkway as described in Official Records Instrument No.: 2007188871; 2009155882; 2010059621; and 2013134805, of the Public Records of Sarasota County, Florida, 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;

Lands conveyed to Sarasota County Public Hospital Board, recorded in Official Records Book 2785, Page 634, of the Public Records of Sarasota County, Florida;

Lands conveyed to DiVosta and Company, Inc. recorded in Official Records Instrument No. 2003259292, of the Public Records of Sarasota County, Florida.

## Exhibit C - Title Assurance

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, 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.

**Less and Except from the above, the following:**

That part of Section 32, Township 39 South, Range 20 East conveyed to US 41 Retail, LLC, a Florida limited liability company, in Official Records Instrument No. 2018098601, Public Records of Sarasota County, Florida.

**Also less and except** that part of Section 32, Township 39 South, Range 20 East, and Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to the West Villages Improvement District in Official Records Instrument No. 2019011093, Public Records of Sarasota County, Florida.

**Also less and except** that part of Sections 31 and 32, Township 39 South, Range 20 East, and Section 5, Township 50 South, Range 20 East, Sarasota County, Florida, conveyed to the West Villages Improvement District in Official Records Instrument No. 2020005361, Public Records of Sarasota County, Florida.

DESCRIPTION: TRACT "F"

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

The South 1/2 of Section 34, lying West of the Myakka River, and easterly of County Road No. 777, **less and except the following:**

The NW 1/4 of the NE 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;

## Exhibit C - Title Assurance

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.

All of Section 35, lying West of the Myakka River.

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

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

Lands conveyed to the County of Sarasota for East River Road right-of-way, recorded in Deed Book 168, Page 240 of the Public Records of Sarasota County, Florida;

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. 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.

**DESCRIPTION: TRACT "G"**

**The East Half of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida, less and except the following:**

Lands conveyed to the Sarasota County, recorded in Deed Book 168, Page 240 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.



## Exhibit C - Title Assurance

**DESCRIPTION: TRACT "H" (2015 Transfer from SMH (OR Instr. # 2015141224)**

**A tract of land in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:**

Commence at the Northeast corner of said Section 32, thence S.00°30'25"W. along the Easterly line of the Northeast 1/4 of said section a distance of 2659.00 feet to the Southeast corner of said Northeast 1/4; thence N.89°29'37"W., a distance of 410.05 feet; thence S.00°30'25"W., parallel with the West line of the parcel described in O.R. Book 1571, Page 2172, a distance of 1025.29 feet to the POINT OF BEGINNING; thence along the West Right of Way Line of West Villages Parkway, per Official Records Instrument Number 2010135760, of the Public Records of Sarasota County, Florida the following eleven (11) courses: (1) S.00°30'25"W., a distance of 146.30 feet; (2) thence S.14°00'10"W., a distance of 51.42 feet; (3) thence S.00°30'25"W., a distance of 365.01 feet; (4) thence N.85°55'11"W., a distance of 40.43 feet; (5) thence S.04°20'24"W., a distance of 21.35 feet; (6) thence S.85°39'36"E., a distance of 25.84 feet to a point on a curve to the right, having: a radius of 30.00 feet, a central angle of 86°10'01", a chord bearing of S.42°34'35"E., and a chord length of 40.98 feet; (7) thence along the arc of said curve, an arc length of 45.12 feet; (8) thence S.00°30'25"W., a distance of 66.31 feet to a point on a curve to the right, having: a radius of 800.00 feet, a central angle of 21°01'16", a chord bearing of S.11°01'03"W., and a chord length of 291.87 feet; (9) thence along the arc of said curve, an arc length of 293.51 feet to a point on a curve to the left, having: a radius of 1210.00 feet, a central angle of 21°01'16", a chord bearing of S.11°01'03"W., and a chord length of 441.45 feet; (10) thence along the arc of said curve, an arc length of 443.93 feet; (11) thence S.00°30'25"W., a distance of 218.96 feet; thence N.89°05'37"W., a distance of 1809.98 feet; thence N.60°12'45"W., a distance of 1430.80 feet to the Easterly line of lands described in Official Records Instrument Number 2008060371, of the Public Records of Sarasota County, Florida, same being a point on a curve to the right, having: a radius of 2734.79 feet, a central angle of 04°04'08", a chord bearing of N.31°49'36"E., and a chord length of 194.17 feet; thence along said Easterly line of lands described in Official Records Instrument Number 2008060371 the following two (2) courses: (1) along the arc of said curve, and arc length of 194.21 feet; (2) thence N.33°51'40"E., a distance of 1555.14 feet; thence leaving said Easterly line, S.89°29'35"E., a distance of 2052.16 feet; thence S.43°18'10"W., a distance of 463.97 feet; thence S.44°41'43"E., a distance of 293.63 feet; thence S.89°29'35"E., a distance of 290.64 feet to the POINT OF BEGINNING.

**Less and except from the above any portion of the land in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to US 41 Retail, LLC, a Florida limited liability company, in Official Records Instrument No. 2018098601, Public Records of Sarasota County, Florida.**

## Exhibit C - Title Assurance

**Less and except** from the above any portion of the land in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to the West Villages Improvement District in Official Records Instrument No. 2019011093, Public Records of Sarasota County, Florida.

**Also less and except** that part of Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to the West Villages Improvement District in Official Records Instrument No. 2020005361, Public Records of Sarasota County, Florida.

**DESCRIPTION: TRACT "I" (2017 Transfer from Trinity Real Estate Trust (OR Instr. # 2017060110))**

Commence at the East Quarter corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida (DNR certified corner record #4526); thence S.00°14'28"W., along the East line of the Southeast Quarter of said Section 33, a distance of 289.02 feet to a point on the southerly right of way line of U.S. Highway No. 41 (State Road No. 45) (204 feet wide), same being a point on a curve to the right, having: a radius of 3011.73 feet, a central angle of 14°28'16", a chord bearing of N.72°08'43"W. and a chord length of 758.65 feet; thence along said southerly right of way line, along the arc of said curve, an arc length of 760.67 feet to the POINT OF BEGINNING; thence S.28°04'55"W., leaving said southerly right of way line, a distance of 362.11 feet; thence SOUTH, a distance of 752.37 feet; thence WEST, a distance of 676.53 feet; thence NORTH, a distance of 1074.28 feet to a point on a curve to the left, having: a radius of 560.00 feet, a central angle of 29°49'56", a chord bearing of N.50°30'57"E. and a chord length of 288.29 feet; thence along the arc of said curve, an arc length of 291.58 feet to the point of tangency of said curve; thence N.35°35'59"E., a distance of 161.97 feet to a point on said southerly right of way line of U.S. Highway No. 41; thence S.54 °24'01"E., along said southerly right of way line, a distance of 66.57 feet to the point of curvature of a curve to the left, having: a radius of 3011.73 feet, a central angle of 10°30'33", a chord bearing of S.59°39'18"E. and a chord length of 551.64 feet; thence continue along said southerly right of way line, along the arc of said curve, an arc length of 552.42 feet to the POINT OF BEGINNING.

**DESCRIPTION TRACT "J" (2018 Transfer from WVID (OR Instr. # 201857095))**

A portion of a right-of-way easement as recorded in Official Records Instrument Number 2007150241, as recorded in Public Records of Sarasota County, Florida and lying in Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

## Exhibit C - Title Assurance

Commence at the northeast corner of said Section 5, also being the southeast corner of said Section 32; thence N.89°05'29"W., along the north line of said Section 5, also being south line of said Section 32, a distance of 547.17 feet; thence S.00°54'28"W., a distance of 139.76 feet to the POINT OF BEGINNING; thence S.00°30'33"W., a distance of 176.45 feet to the point of curvature of a non-tangent curve to the right, having a radius of 473.00 feet and a central angle of 46°05'20", said point being on the southerly line of said right-of-way easement, thence along said southerly easement line for the following three (3) calls; (1) thence southwesterly along the arc of said curve, a distance of 380.48 feet, said curve having a chord bearing and distance of S.67°27'45"W., 370.31 feet, the point of tangency of said curve; (2) thence N.59°29'35"W., a distance of 832.12 feet; (3) thence N.88°00'01"W., a distance of 91.13 feet the point of curvature of a non-tangent curve to the left, having a radius of 759.00 feet and a central angle of 34°57'57"; thence easterly along the arc of said curve, a distance of 463.19 feet, said curve having a chord bearing and distance of N74°31'01"E., 456.04 feet, to a point on the northerly line of said right-of-way easement; thence along said northerly easement line for the following two (2) calls; (1) thence S.89°29'35"E., a distance of 484.82 feet to the point of curvature of a curve to the left having a radius of 345.00 feet and a central angle of 68°23'04"; (2) thence northeasterly along the arc of said curve, a distance of 411.77 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 78°32'12"; thence southeasterly along the arc of said curve, a distance of 34.27 feet, said curve having a chord bearing and distance of S.38°45'33"E., 31.65 feet to the POINT OF BEGINNING.

**FURTHER, LESS AND EXCEPT FROM ALL TRACTS,** lands now in title or in the future the City of North Port, Sarasota County, State of Florida, and the West Villages Improvement District.

**FURTHER, LESS AND EXCEPT FROM ALL TRACTS,** Tract 1, 2, 3, 7, and Tract 300, Wellen Park Downtown Phase 1, Plat Book, 54, page 331, Public Records of Sarasota County, Florida.

## Exhibit C - Title Assurance

### FURTHER, LESS AND EXCEPT FROM ALL TRACTS, (F-3/F-5)

A tract of land lying in Sections 4, 5, 8 & 9, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

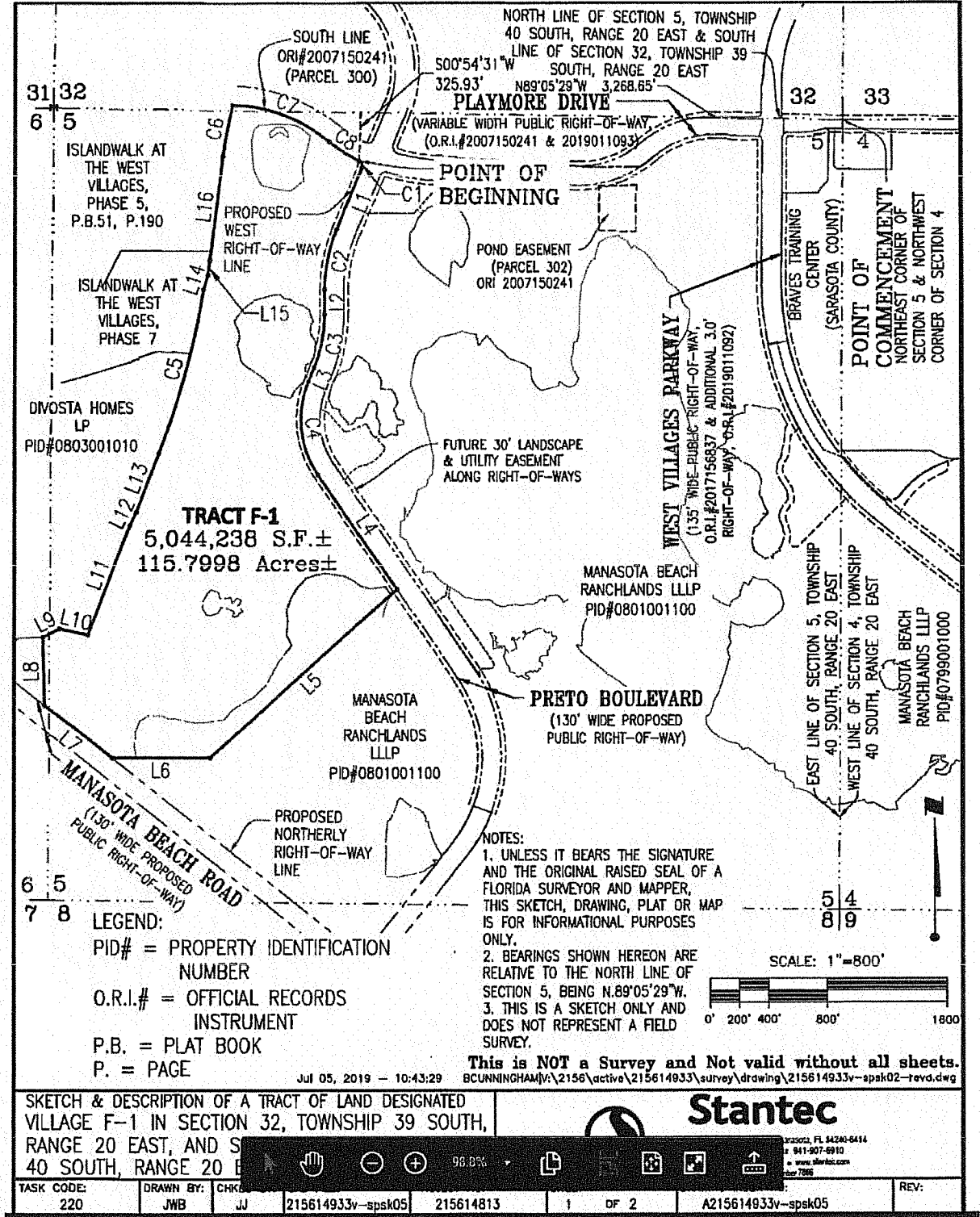
COMMENCE at the northeast corner of Section 5; thence N.89°05'29"W. along the north line of said Section 5, a distance of 487.57 feet; thence S.00°54'31"W., a distance of 1,524.18 feet to the southwest corner of West Villages Parkway (138.00 foot wide public right-of-way) as recorded in the Official Records Instrument Numbers 2017156837 and 2019011092, Public Records of Sarasota County, Florida, also being a point on the future westerly right-of-way line of West Villages Parkway (variable width public right-of-way), and also being the point of curvature of a non-tangent curve to the left, having a radius of 2,067.00 feet and a central angle of 14°53'19"; thence along said westerly right-of-way line of proposed West Villages Parkway for the following four (4) calls: (1) thence Southerly along the arc of said curve, a distance of 537.12 feet, said curve having a chord bearing and distance of S.19°33'20"E., 535.61 feet to the POINT OF BEGINNING; (2) thence continue Southeasterly along said curve having a radius of 2,067.00 feet and a central angle of 23°50'06", a distance of 859.87 feet to the point of tangency of said curve; (3) thence S.50°50'06"E., a distance of 1,970.32 feet to the point of curvature of a curve to the right having a radius of 2,083.00 feet and a central angle of 03°16'59"; (4) thence Southeasterly along the arc of said curve, a distance of 119.36 feet to the end of said curve; thence S.52°10'50"W. along a line non-tangent to said curve, a distance of 1,564.92 feet; thence S.01°25'48"W., a distance of 1,551.98 feet; thence S.00°23'29"W., a distance of 339.49 feet to the point of curvature of a non-tangent curve to the left, having a radius of 1,515.00 feet and a central angle of 04°56'34", also being on the northerly proposed right-of-way line of Manasota Beach Road (130.00 foot proposed public right-of-way); thence along said northerly proposed right-of-way line for the following three (3) calls: (1) thence Westerly along the arc of said curve, a distance of 130.70 feet, said curve having a chord bearing and distance of S.82°47'30"W., 130.66 feet, to the point of reverse curvature of a curve to the right having a radius of 3,946.41 feet and a central angle of 48°15'34"; (2) thence Westerly along the arc of said curve, a distance of 3,324.01 feet to the point of tangency of said curve; (3) thence N.51°25'13"W., a distance of 512.79 feet to the easterly right-of-way of Preto Road (130.00 foot proposed public right-of-way); thence along said easterly proposed right-of-way line for the following five (5) calls: (1) thence N.08°34'35"E., a distance of 62.05 feet to the point of curvature of a curve to the right having a radius of 293.90 feet and a central angle of 16°36'16"; (2) thence Northerly along the arc of said curve, a distance of 85.17 feet to the point of tangency of said curve; (3) thence N.38°34'47"E., a distance of 839.08 feet to the point of curvature of a curve to the left having a radius of 1,065.00 feet and a central angle of 72°58'36"; (4) thence Northerly along the arc of said curve, a distance of 1,356.47 feet to the point of tangency of said curve; (5) thence N.34°23'49"W., a distance of 720.71 feet; thence N.70°00'21"E., a distance of 1,445.40 feet; thence N.00°54'23"E., a distance of 263.29 feet; thence N.80°00'00"E., a distance of 942.21 feet; thence N.63°00'00"E., a distance of 327.10 feet to the POINT OF BEGINNING.

Said tract contains 14,789,446 square feet or 339.5190 acres, more or less.

Exhibit C - Title Assurance

FURTHER, LESS AND EXCEPT FROM ALL TRACTS, (Coastal/Village J)

FURTHER, LESS AND EXCEPT FROM ALL TRACTS, (F-1)



# Exhibit C - Title Assurance

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 32, Township 39 South, Range 20 East and Sections 5 and 6, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 5; thence N.89°05'29"W., along the north line of said Section 5, a distance of 3,268.65 feet; thence S.00°54'31"W., a distance of 325.93 feet to the POINT OF BEGINNING, said point also being the point of curvature of a non-tangent curve to the right having a radius of 35.00 feet and a central angle of 85°23'27", said point being on the south line of Playmore Drive (128.00 foot wide public right-of-way) as described in Official Records Instrument Number 2007150241, Public Records of Sarasota County, Florida; thence southerly along the arc of said curve, a distance of 52.28 feet, said curve having a chord bearing and distance of S.20°09'08"E., 47.56 feet to the point of tangency of said curve, being a point on the proposed west right-of-way line of Preto Boulevard (130.00 foot proposed public right-of-way); thence along said proposed west right-of-way line of Preto Boulevard for the following seven (7) calls: (1) thence S.22°27'27"W., a distance of 447.54 feet to the point of curvature of a curve to the left having a radius of 1,065.00 feet and a central angle of 22°23'13"; (2) thence southerly along the arc of said curve, a distance of 416.12 feet to the point of tangency of said curve; (3) thence S.00°04'14"W., a distance of 168.57 feet to the point of curvature of a curve to the right having a radius of 935.00 feet and a central angle of 22°23'13"; (4) thence southerly along the arc of said curve, a distance of 365.33 feet to the point of tangency of said curve; (5) thence S.22°27'27"W., a distance of 102.99 feet to the point of curvature of a curve to the left having a radius of 665.00 feet and a central angle of 56°51'15"; (6) thence southerly along the arc of said curve, a distance of 659.88 feet to the point of tangency of said curve; (7) thence S.34°23'49"E., a distance of 933.34 feet; thence S.48°02'09"W., a distance of 1,692.79 feet; thence S.90°00'00"W., a distance of 653.78 feet to a point on the proposed northerly right-of-way line of Manasota Beach Road (130.00 foot wide proposed public right-of-way); thence N.51°25'13"W., along said proposed northerly right-of-way line, a distance of 565.56 feet; thence N.01°26'06"W., a distance of 458.66 feet; thence N.62°12'10"E., a distance of 121.17 feet; thence S.77°06'59"E., a distance of 186.82 feet; thence N.20°53'01"E., a distance of 789.00 feet; thence N.26°35'39"E., a distance of 100.50 feet; thence N.20°53'01"E., a distance of 425.81 feet to the point of curvature of a curve to the left having a radius of 5,579.45 feet and a central angle of 11°44'32"; thence northerly along the arc of said curve, a distance of 1,143.45 feet to the end of said curve; thence N.17°23'11"E., non-tangent to the last stated curve, a distance of 98.66 feet; thence N.07°09'51"E., a distance of 103.01 feet; thence N.07°05'12"E., a distance of 704.37 feet to the point of curvature of a non-tangent curve to the right having a radius of 2,999.79 feet and a central angle of 06°41'46"; thence northerly along the arc of said curve, a distance of 350.59 feet, said curve having a chord bearing and distance of N.10°26'04"E., 350.39 feet to the point of curvature of a non-tangent curve to the right, having a radius of 1,082.00 feet and a central angle of 37°25'18", said point also being on the abovementioned south right-of-way line of Playmore Drive; thence along said south right-of-way line for the following two (2) calls: (1) thence easterly along the arc of said curve, a distance of 706.69 feet, said curve having a chord bearing and distance of S.69°42'39"E., 694.20 feet, to the point of reverse curvature of a curve to the left having a radius of 1,210.00 feet and a central angle of 11°56'47"; (2) thence southeasterly along the arc of said curve, a distance of 252.29 feet to the POINT OF BEGINNING.

Said tract contains 5,044,238 square feet or 115.7998 acres, more or less.

| CURVE TABLE |           |           |           |           |               |
|-------------|-----------|-----------|-----------|-----------|---------------|
| CURVE       | RADIUS    | DELTA     | ARC       | CHORD     | CHORD BEARING |
| C1          | 35.00'    | 85°35'27" | 52.28'    | 47.56'    | S20°09'08"E   |
| C2          | 1,065.00' | 22°23'13" | 416.12'   | 413.48'   | S11°15'50"W   |
| C3          | 935.00'   | 22°23'13" | 365.33'   | 363.01'   | S11°15'50"W   |
| C4          | 665.00'   | 56°51'15" | 659.88'   | 633.13'   | S05°58'11"E   |
| C5          | 5,579.45' | 11°44'32" | 1,143.45' | 1,141.45' | N15°00'45"E   |
| C6          | 2,999.79' | 6°41'46"  | 350.59'   | 350.39'   | N10°26'04"E   |
| C7          | 1,082.00' | 37°25'18" | 706.69'   | 694.20'   | S69°42'39"E   |
| C8          | 1,210.00' | 11°56'47" | 252.29'   | 251.83'   | S56°58'10"E   |

| LINE TABLE |             |           |
|------------|-------------|-----------|
| LINE       | BEARING     | DISTANCE  |
| L1         | S22°27'27"W | 447.54'   |
| L2         | S00°04'14"W | 168.57'   |
| L3         | S22°27'27"W | 102.99'   |
| L4         | S34°23'49"E | 933.34'   |
| L5         | S48°02'09"W | 1,692.79' |
| L6         | N90°00'00"W | 653.78'   |
| L7         | N51°25'13"W | 565.56'   |
| L8         | N01°26'06"W | 458.66'   |

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L9         | N62°12'10"E | 121.17'  |
| L10        | S77°06'59"E | 186.82'  |
| L11        | N20°53'01"E | 789.00'  |
| L12        | N26°35'39"E | 100.50'  |
| L13        | N20°53'01"E | 425.81'  |
| L14        | N17°23'11"E | 98.66'   |
| L15        | N07°36'51"E | 103.01'  |
| L16        | N07°05'12"E | 704.37'  |

Joseph R. Jasper, P.S.M.  
Florida Registration No. 7168

Date of Signature

This is NOT a Survey and Not valid without all sheets.

Jul 05, 2019 - 10:43:29

BCUNNINGHAM\jv\2158\active\215814933\survey\drawing\215814933v--spsk02--revd.dwg

SKETCH & DESCRIPTION OF A TRACT OF LAND DESIGNATED VILLAGE F-1 IN SECTION 32, TOWNSHIP 39 SOUTH, RANGE 20 EAST, AND SECTIONS 5 AND 6, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.

**Stantec**

Sarasota, FL 34240-6414  
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## Exhibit C - Title Assurance

### FURTHER, LESS AND EXCEPT FROM ALL TRACTS, (Village J)

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

BEGIN AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE N 89°38'43" W 475.82 FEET; THENCE N 00°39'02" E 472.90 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 487.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1090.00 FEET AND A CENTRAL ANGLE OF 25°38'03" (CHORD BEARING N 12°09'59" W 483.61 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 1071.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2185.00 FEET AND A CENTRAL ANGLE OF 28°06'04" (CHORD BEARING N 10°55'59" W 1060.94 FEET) TO A POINT OF TANGENCY; THENCE N 03°07'03" E 574.98 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 1472.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1085.00 FEET AND A CENTRAL ANGLE OF 77°43'55" (CHORD BEARING N 41°59'01" E 1361.68 FEET) TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 541.82 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2215.00 FEET AND A CENTRAL ANGLE OF 14°00'55" (CHORD BEARING N 73°50'31" E 540.47 FEET) TO A POINT OF TANGENCY; THENCE N 66°50'03" E 467.65 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 963.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2265.00 FEET AND A CENTRAL ANGLE OF 24°21'55" (CHORD BEARING N 54°39'06" E 955.96 FEET); THENCE S 48°14'21" E 331.70 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 197.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4491.41 FEET AND A CENTRAL ANGLE OF 02°30'58" (CHORD BEARING S 49°29'51" E 197.23 FEET); THENCE N 39°14'40" E 414.73 FEET; THENCE S 51°25'13" E 47.29 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 3433.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4076.41 FEET AND A CENTRAL ANGLE OF 48°15'34" (CHORD BEARING S 75°33'00" E 3332.91 FEET); THENCE S 09°40'47" E 359.21 FEET; THENCE S 64°10'08" E 1175.51 FEET; THENCE S 30°34'52" W 433.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 784.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2265.00 FEET AND A CENTRAL ANGLE OF 19°50'26" (CHORD BEARING S 20°39'39" W 780.42 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 1565.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2135.00 FEET AND A CENTRAL ANGLE OF 42°00'39" (CHORD BEARING S 31°44'45" W 1530.61 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 667.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2265.00 FEET AND A CENTRAL ANGLE OF 16°52'35" (CHORD BEARING S 44°18'47" W 664.74 FEET) TO THE SOUTH LINE OF SAID SECTION 8; THENCE N 88°05'49" W, ALONG SAID SOUTH LINE, 5177.26 FEET TO THE POINT OF BEGINNING. CONTAINING 610.706 ACRES, MORE OR LESS.

## Exhibit C - Title Assurance

### **FURTHER, LESS AND EXCEPT FROM ALL TRACTS, (Future School Board Transfer)**

Commence at the North Quarter corner of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°16'59"W., along the North line of the Northwest Quarter of said Section 10, a distance of 1639.78 feet; thence S.00°42'17"W., perpendicular to said North line of the Northwest Quarter of Section 10, a distance of 79.87 feet to a point on the proposed Right of Way line for Manasota Beach Road for the POINT OF BEGINNING; thence leaving said Right of Way line S.15°02'48"E., a distance of 691.12'; thence S.69°38'16"E., a distance of 580.51'; thence S.89°17'37"E., a distance of 300.00'; thence S.00°28'30"W., a distance of 938.34'; thence S.77°24'35"W., a distance of 3.94'; thence N.12°16'35"W., a distance of 31.76'; thence N.57°13'39"W., a distance of 57.21'; thence S.44°43'50"W., a distance of 57.18'; thence S.03°54'26"W., a distance of 32.03'; thence S.87°28'21"W., a distance of 41.07'; thence S.17°07'17"W., a distance of 19.82'; thence S.18°08'39"E., a distance of 38.73'; thence S.37°29'27"W., a distance of 86.38'; thence S.34°44'02"W., a distance of 78.09'; thence S.42°51'19"W., a distance of 53.30'; thence S.87°04'42"W., a distance of 30.53'; thence N.65°52'13"W., a distance of 69.92'; thence S.72°49'34"W., a distance of 89.54'; thence N.53°46'02"W., a distance of 59.55'; thence S.22°18'25"W., a distance of 32.46'; thence S.88°26'04"W., a distance of 62.66'; thence N.83°17'38"W., a distance of 54.93'; thence N.80°45'21"W., a distance of 40.38'; thence N.84°19'37"W., a distance of 59.01'; thence S.44°55'03"W., a distance of 32.56'; thence N.77°41'31"W., a distance of 17.55'; thence N.31°40'29"W., a distance of 52.43'; thence N.45°15'20"E., a distance of 33.58'; thence N.12°32'20"W., a distance of 59.44'; thence N.78°51'51"W., a distance of 84.00'; thence S.81°34'09"W., a distance of 48.00'; thence S.72°08'12"W., a distance of 81.27'; thence S.78°46'38"W., a distance of 87.91'; thence N.52°00'16"W., a distance of 75.69'; thence N.13°52'38"E., a distance of 37.28'; thence N.63°09'58"W., a distance of 56.66'; thence N.73°58'46"W., a distance of 49.13'; thence S.49°51'01"W., a distance of 43.67'; thence S.86°45'06"W., a distance of 44.47'; thence S.47°32'20"W., a distance of 69.51'; thence S.28°59'45"W., a distance of 64.66'; thence S.47°46'59"W., a distance of 26.32'; thence S.49°07'42"W., a distance of 68.67'; thence S.59°35'37"W., a distance of 48.68'; thence S.42°44'21"W., a distance of 54.01'; thence S.55°44'39"W., a distance of 49.07'; thence S.56°21'21"W., a distance of 50.57'; thence S.54°15'26"W., a distance of 92.86'; thence S.44°01'35"W., a distance of 42.12'; thence S.65°00'42"W., a distance of 48.69'; thence S.65°14'38"W., a distance of 37.28'; thence S.78°55'02"W., a distance of 32.95'; thence S.12°24'17"W., a distance of 37.78'; thence S.62°00'50"W., a distance of 35.33'; thence N.59°58'12"W., a distance of 17.73'; thence S.69°05'45"W., a distance of 21.71'; thence N.61°52'21"W., a distance of 15.90'; thence N.59°40'06"W., a distance of 23.45'; thence N.27°26'55"W., a distance of 16.43'; thence N.53°13'40"W., a distance of 31.68'; thence N.44°09'24"W., a distance of 22.55'; thence



## Exhibit C - Title Assurance

N.50°58'46"W., a distance of 30.73'; thence N.78°40'45"W., a distance of 20.61'; thence N.63°50'16"W., a distance of 26.61'; thence S.67°07'34"W., a distance of 33.94'; thence S.78°50'03"W., a distance of 30.10'; thence S.75°34'38"W., a distance of 49.23'; thence S.29°07'10"W., a distance of 35.69'; thence S.23°27'06"W., a distance of 32.25'; thence S.22°23'40"W., a distance of 21.95'; thence S.32°08'26"W., a distance of 46.03'; thence S.18°08'34"W., a distance of 33.80'; thence S.52°01'11"W., a distance of 33.70'; thence S.39°11'48"W., a distance of 47.65'; thence S.45°44'56"W., a distance of 50.49'; thence N.84°15'41"W., a distance of 48.05'; thence N.51°00'48"W., a distance of 40.43'; thence N.32°00'37"W., a distance of 28.03'; thence N.84°05'43"W., a distance of 56.94'; thence S.51°06'18"W., a distance of 50.50'; thence S.58°22'39"W., a distance of 858.02'; thence N.30°32'28"W., a distance of 1325.00'; thence N.54°50'52"E., a distance of 419.08' feet to a point on a non-tangential curve to the right, having: a radius of 183.00 feet, a central angle of 66°11'02", a chord bearing of S.77°20'52"E., and a chord length of 199.83 feet; thence along the arc of said curve, an arc length of 211.39 feet; thence S.44°15'21"E., a distance of 23.73 feet to a point on a curve to the left, having: a radius of 95.00 feet, a central angle of 104°42'51", a chord bearing of N.83°23'14"E., and a chord length of 150.45 feet; thence along the arc of said curve, an arc length of 173.62 feet; thence N.31°01'48"E., a distance of 87.29 feet to a point on a curve to the right, having: a radius of 65.00 feet, a central angle of 52°00'45", a chord bearing of N.57°02'11"E., and a chord length of 57.00 feet; thence along the arc of said curve, an arc length of 59.01 feet; thence N.83°02'33"E., a distance of 124.30 feet to a point on a curve to the left, having: a radius of 95.00 feet, a central angle of 98°47'50", a chord bearing of N.33°38'38"E., and a chord length of 144.26 feet; thence along the arc of said curve, an arc length of 163.81 feet to a point on a reverse curve to the right, having: a radius of 485.00 feet, a central angle of 06°02'56", a chord bearing of N.12°43'49"W., and a chord length of 51.18 feet; thence along the arc of said curve, an arc length of 51.20 feet; thence N.09°21'26"W., a distance of 100.95 feet to a point on a non-tangential curve to the right, having: a radius of 153.00 feet, a central angle of 47°21'26", a chord bearing of N.15°04'13"E., and a chord length of 122.89 feet; thence along the arc of said curve, an arc length of 126.46 feet; thence N.54°50'52"E., a distance of 1236.70 feet to a point on a curve to the right, having: a radius of 2135.00 feet, a central angle of 26°09'47", a chord bearing of N.67°55'46"E., and a chord length of 966.46 feet; thence along the arc of said curve, an arc length of 974.91 feet to the POINT OF BEGINNING. All being in Sections 9 and 10, Township 40 South, Range 20 East, Sarasota County, Florida.

2  
**Exhibit C - Title Assurance**

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

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

Doc Stamp-Deed: \$297 206 00



√ Prepared by and return to:  
Patrick W. Ryskamp, Esq.  
Williams Parker Harrison Dietz & Getzen  
200 S. Orange Avenue  
Sarasota, FL 34236

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made and entered into as of May 28, 2014, by and between **FOURTH QUARTER PROPERTIES XXXII, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantor"), having an address of 45 Ansley Drive, Newnan, Georgia 30263, and **THOMAS RANCH LAND PARTNERS NORTH PORT, LLLP**, a Florida limited liability limited partnership (hereinafter referred to as "Grantee"), having an address of 400 Park Avenue S., Suite 220, Winter Park, Florida 32789, Attn: David Koon.

**WITNESSETH:**

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

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

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

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

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

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

*[Signatures appear on the following page]*

Exhibit C - Title Assurance

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

GRANTOR:

Signed, sealed and delivered in the presence of:

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

Lesli L. Leberman

Print  
Name: Lesli L. Leberman

By: SE Thomas (SEAL)

Name: Stanley E. Thomas  
Title: Manager

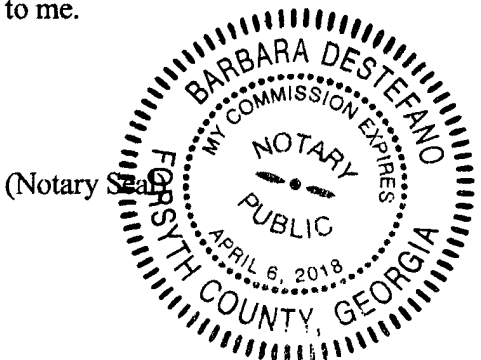
Lori L. Scott

Print  
Name: Lori L. Scott

STATE OF GEORGIA

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 22 day of MAY 2014 by Stanley E. Thomas, as Manager of **FOURTH QUARTER PROPERTIES XXXII, LLC**, a Georgia limited liability company on behalf of the company. The above-named person is personally ~~known to me or has produced~~ \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.



Barbara DeStefano  
Signature of Notary Public

BARBARA DESTEFANO  
Print Name of Notary Public

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

## Exhibit C - Title Assurance

### 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;

## Exhibit C - Title Assurance

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 C - Title Assurance

### 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.

## Exhibit C - Title Assurance

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.

## Exhibit C - Title Assurance

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).



## Exhibit C - Title Assurance

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.

Sarasota County Tax Collector

generated on 1/12/2022 10:55:25 AM EST

**Tax Record**

Last Update: 1/12/2022 10:55:25 AM EST

Register for eBill

**Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

|  |                                |                             |                         |                      |                     |
|--|--------------------------------|-----------------------------|-------------------------|----------------------|---------------------|
| <b>Account Number</b>  | <b>Type Tax</b>                | <b>Tax Year</b>             |                         |                      |                     |
| 0809001000   | REAL ESTATE                    | 2021                        |                         |                      |                     |
| <b>Mailing Address</b>   |                                | <b>Property Address</b>     |                         |                      |                     |
| MANASOTA BEACH RANCLANDS LLLP<br>19503 S W VILLAGES PKY #14<br>VENICE FL 34293   |                                | 11820 MANASOTA BEACH RD 005 |                         |                      |                     |
|  |                                | <b>Old Account Number</b>   |                         |                      |                     |
|  |                                | 0809-00-1000                |                         |                      |                     |
| <b>Base Exempt Amount</b>  | <b>Taxable Value</b>           |                             |                         |                      |                     |
| see below  | see below                      |                             |                         |                      |                     |
| <b>Exemption Detail</b>  | <b>Millage Code</b>            | <b>Escrow Code</b>          |                         |                      |                     |
| NO EXEMPTIONS  | 0500                           | 990003                      |                         |                      |                     |
| <b>Legal Description</b>   |                                |                             |                         |                      |                     |
| 11820 MANASOTA BEACH RD ALL OF SEC 9-40-20, LESS LANDS BEING A PART OFALL OF SEC 9-40-20, LESS LANDS BEING A PART OF LANDS DESC IN ORI 2020069589, 2021097944, & 2021094420, ALSO LESS WEST VILLAGES PKWY R/W AS DESC IN ORI |                                |                             |                         |                      |                     |
| <b>Ad Valorem Taxes</b>  |                                |                             |                         |                      |                     |
| <b>Taxing Authority</b>  | <b>Rate</b>                    | <b>Assessed Value</b>       | <b>Exemption Amount</b> | <b>Taxable Value</b> | <b>Taxes Levied</b> |
| Sarasota Co. General Revenue   | 3.2232                         | 721,570                     | 0                       | \$721,570            | \$2,325.76          |
| Mosquito Control   | 0.0510                         | 721,570                     | 0                       | \$721,570            | \$36.80             |
| Sarasota Co. Hospital Dist.  | 1.0420                         | 721,570                     | 0                       | \$721,570            | \$751.87            |
| West Coast Inland Navigation   | 0.0394                         | 721,570                     | 0                       | \$721,570            | \$28.42             |
| SW FL Water Management Dist.   | 0.2535                         | 721,570                     | 0                       | \$721,570            | \$182.93            |
| Bonds-Debt Service   | 0.1170                         | 721,570                     | 0                       | \$721,570            | \$84.42             |
| Sarasota Co. Legacy Trl  | 0.0649                         | 721,570                     | 0                       | \$721,570            | \$46.83             |
| Sarasota School Board  |                                |                             |                         |                      |                     |
| School Board - State   | 3.4610                         | 941,747                     | 0                       | \$941,747            | \$3,259.39          |
| School Board - Local   | 3.2480                         | 941,747                     | 0                       | \$941,747            | \$3,058.79          |
| City of North Port   | 3.7667                         | 721,570                     | 0                       | \$721,570            | \$2,717.95          |
| <b>Total Millage</b>   |                                | 15.2667                     | <b>Total Taxes</b>      |                      | \$12,493.16         |
| <b>Non-Ad Valorem Assessments</b>  |                                |                             |                         |                      |                     |
| <b>Code</b>  | <b>Levying Authority</b>       | <b>Amount</b>               |                         |                      |                     |
| I102   | West Villages Improvement Dist | \$281,929.54                |                         |                      |                     |
| R097   | North Port Road & Drainage     | \$16.51                     |                         |                      |                     |
| R197   | North Port R&D Capital Improve | \$35.03                     |                         |                      |                     |
| <b>Total Assessments</b>   |                                |                             |                         |                      | \$281,981.08        |
| Taxes & Assessments  |                                |                             |                         |                      | \$294,474.24        |
| <b>If Paid By</b>  |                                |                             |                         | <b>Amount Due</b>    |                     |
| 11/30/2021   |                                |                             |                         | \$282,695.27         |                     |
| 12/31/2021   |                                |                             |                         | \$282,695.27         |                     |

**Exhibit C - Title Assurance**

|           |              |
|-----------|--------------|
| 1/31/2022 | \$288,584.76 |
| 2/28/2022 | \$291,529.50 |
| 3/31/2022 | \$294,474.24 |

| Date Paid | Transaction | Receipt | Item | Amount Paid |
|-----------|-------------|---------|------|-------------|
|-----------|-------------|---------|------|-------------|

|                             |  |  |  |  |
|-----------------------------|--|--|--|--|
| <b>Prior Year Taxes Due</b> |  |  |  |  |
| NO DELINQUENT TAXES         |  |  |  |  |

[Pay Now](#)

Exhibit D - City Surveyor Approval

***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)

February 9, 2022

Joy McRae-Fox  
City of N. Port Planning & Zoning, Dept.  
4970 City Hall Blvd.  
North Port, FL. 34286  
E-Mail: [\[joymcraefox@cityofnorthport.com\]](mailto:joymcraefox@cityofnorthport.com)

RE: Review of proposed Record Plat of “Manasota Beach Ranchlands Plat No. 2”  
Aka: Southwest Water Treatment Plant, in the City of North Port, Florida,

Joy,

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

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

Exhibit E - WVID Acceptance Letter

**WEST VILLAGES IMPROVEMENT DISTRICT**  
**C/O Special District Services, Inc.**  
**19503 S. West Villages Parkway #A3**  
**Venice, Florida 34293**

April 1, 2022

The Planning and Zoning Division  
City of North Port  
4970 City Hall Boulevard  
North Port, Florida 34286  
planninginfo@cityofnorthport.com

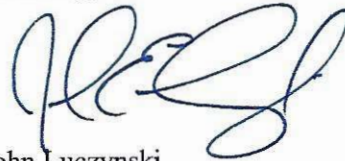
*Re: District Review and Approval of Manasota Beach Ranchlands No.2 Plat*

To Whom It May Concern:

I serve as Chairman of the board of Supervisors to the West Villages Improvement District (the "District"), a local unit of special-purpose government partially located in the City of North Port, Florida (the "City"). Please be advised that District staff has reviewed and approved the form of that certain draft plat of Main Street Ranchlands Plat No. 1 attached with this letter and is being submitted to the City by Manasota Beach Ranchlands, LLLP. If applicable, the District consents to the street tree and landscape easements, as required by the West Villages District Pattern Book, being granted to the applicable homeowners' association, as shown in the draft plat. Accordingly, upon approval by the City Commission, the District will be prepared to promptly thereafter execute the plat for recording purposes.

Should you have any questions regarding the foregoing, please do not hesitate to contact Richard Ellis, West Villages Improvement District Engineer, at (941) 702- 9672 or [rellis@dewberry.com](mailto:rellis@dewberry.com).

Sincerely,



John Luczynski  
Chairman of the Board of Supervisors

cc: Richard Ellis, District Engineer (via e-mail)  
William Crosley, District Manager (via e-mail)  
Lindsay Whelan, District Counsel (via e-mail)