STAFF REPORT

Winchester Florida Ranch, LLLP
Voluntary Annexation (Petition No. PAX-25-01290)
Ordinance No. 2026-07

From: Sherry Willette-Grondin, Planner III

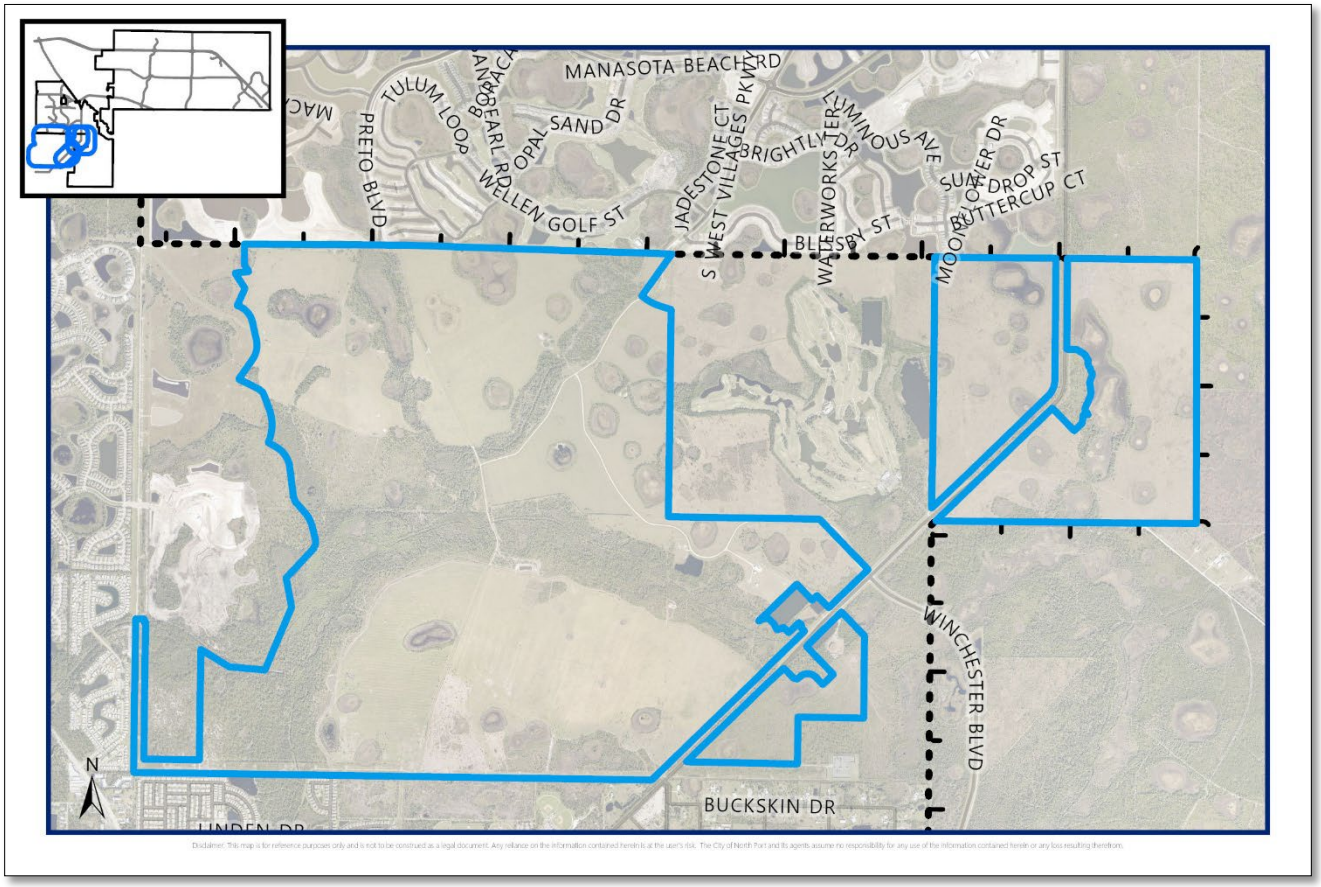
Thru: Lori Barnes, AICP, CPM, Deputy Director, Development Services

Thru: Alaina Ray, AICP, Development Services Director

Thru: Jason Yarborough, ICMA-CM, Deputy City Manager

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

Date: April 16, 2026



PROJECT:	**Winchester Florida Ranch, LLLP**, PAX-25-01290
REQUEST:	Voluntary Annexation of approximately 2,967.331 acres of real property into the City of North Port boundary.
APPLICANT:	William W. Merrill, III, Esq. and G. Matthew Brockway, Esq. (**Exhibit A, Affidavit**)
OWNER:	Winchester Florida Ranch, LLLP (**Exhibit B, Ownership Documents**)
LOCATION:	Generally south and west of the City of North Port city limits, along S. River Road, near its intersection with Winchester Boulevard
PROPERTY SIZE:	± 2,967.331 acres

I. BACKGROUND

William W. Merrill, III, Esq. and G. Matthew Brockway, Esq. (Authorized Agent/Applicant), on behalf of Winchester Florida Ranch, LLLP (Property Owner), submitted an application (**Exhibit C, Application**) to the City of North Port for the voluntary annexation of ± 2,967.331-acres (Property), identified as Sarasota County PID Nos. 0825001000, 0830001000, 0829001000, 0831001000, 0821003000 (The portion of this PID between River Road and the PID owned by Sarasota County (PID 0821002000-Drainage Reservoir) is not included in the annexation area. 0827001000, 0821001000, 0833001000) less lands not included by the survey. The Property is generally located along S. River Road, to the south of Wellen Park and west of the Myakka State Forest within the City limits.

The Property currently has the Sarasota County future land use designation of Rural, Semi-Rural, Moderate Density Residential (≥ 2 and < 5 DUs /acre), and Major Employment Center. It has the Sarasota County zoning designations of Open Use Estate, 1 unit/5 acres (OUE-1) and Open Use Rural, 1 unit/10 acres (OUR).

Annexation of the subject property does not confer development rights or entitlements. Subsequent to annexation, a Future Land Use Map (FLUM) Amendment and Rezoning will be required to establish appropriate future land use and zoning designations. Final development density and intensity will be established during the Master Concept Plan process, pursuant to the City of North Port Comprehensive Plan and Unified Land Development Code (ULDC).

The applicant formally requests the voluntary annexation of approximately 2,967.331 acres from unincorporated Sarasota County into the City of North Port. This property, identified as Winchester Florida Ranch, LLLP, is currently undeveloped and located within the West Villages Improvement District (WVID). The applicant, in their narrative, has expressed the following reasons for the voluntary annexation request:

- To connect to city water and wastewater facilities, as these services are not provided by the county.
- The proposed annexation area is under common ownership with Wellen Park and is intended to be governed by the West Villages Improvement District. This will help centralize regulatory requirements and essential services under a single authority.
- Development in the annexation area will be conducted in accordance with Wellen Park's established standards.

Service & Utility Assessment

Annexation will centralize municipal oversight, eliminate service redundancies, and integrate the site into North Port's public safety and utility networks. The City confirms the following service capacities:

- **Wastewater/Irrigation:** The WVID Southwest Wastewater Reclamation Facility (2.36 miles away) currently treats 2.0 MGD and provides high-quality reclaimed water for irrigation.
- **Water:** Adequate water supply is available via existing facilities on the north side of Manasota Beach Road.
- **Public Safety:** Fire Station 86 and North Port Police (5.28 miles away) will provide primary response, supported by an existing mutual aid agreement with Sarasota County. Fire Station 87, currently under construction, is located approximately 0.86 miles from the site and is expected to be completed in the fall of 2026.
- **Solid Waste:** The City's Solid Waste Division will provide garbage and recycling services upon approval of site development plans.

The current infrastructure meets the site's immediate needs. Final capacity and concurrency requirements will be assessed during the site development phase. Any necessary facility expansions will be addressed through existing post-annexation agreements with the WVID, as may be amended.

II. STAFF REVIEW

The annexation request underwent a thorough review by various City departments. The results of this evaluation are summarized in the table presented below.

Staff Review Summary	
Natural Resources	No Objection
Fire	No Objection
Parks and Rec	No Comments
Solid Waste	No Objection
Police	No Objection
Transportation	No Objection
Utilities	No Objection
Stormwater	No Objection
Planning	No Objection
School Board[1]	Not Applicable

[1] School Board concurrency is not required at this time. School concurrency will be evaluated at the time of site development.

III. STAFF ANALYSIS

FLORIDA STATUTES CHAPTER 171, PART I MUNICIPAL ANNEXATION OR CONTRACTION, SECTION 171.044 VOLUNTARY ANNEXATION

(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

(2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

…

(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

(6) Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located.

Staff Analysis: The petition is consistent with the above requirements as follows:

The terms "contiguous" and "compactness" are defined in Section 171.031(3), Florida Statutes, as follows:

> "Contiguous" means that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality. The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; or a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, may not prevent annexation under this act, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing

municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically. However, nothing in this subsection may be construed to allow local rights-of-way, utility easements, railroad rights-of-way, or like entities to be annexed in a corridor fashion to gain contiguity; and when any provision of any special law prohibits the annexation of territory that is separated from the annexing municipality by a body of water or watercourse, then that law shall prevent annexation under this act.

"Compactness" means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in this state must be designed in such a manner as to ensure that the area will be reasonably compact.

"Enclave" means: (a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or (b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

The Property is directly adjacent to the City's boundaries to the north and east, thereby satisfying the established definition of contiguous as defined above.

The proposed annexation area meets the Florida Statute's definition of compactness, as a significant portion of its boundary is coterminous with the municipality's border. This configuration ensures the area maintains a solid, continuous shape while avoiding land that could create enclaves. Notably, the boundary will exclude any areas connected to S. River Road, which will remain under the jurisdiction of Sarasota County.

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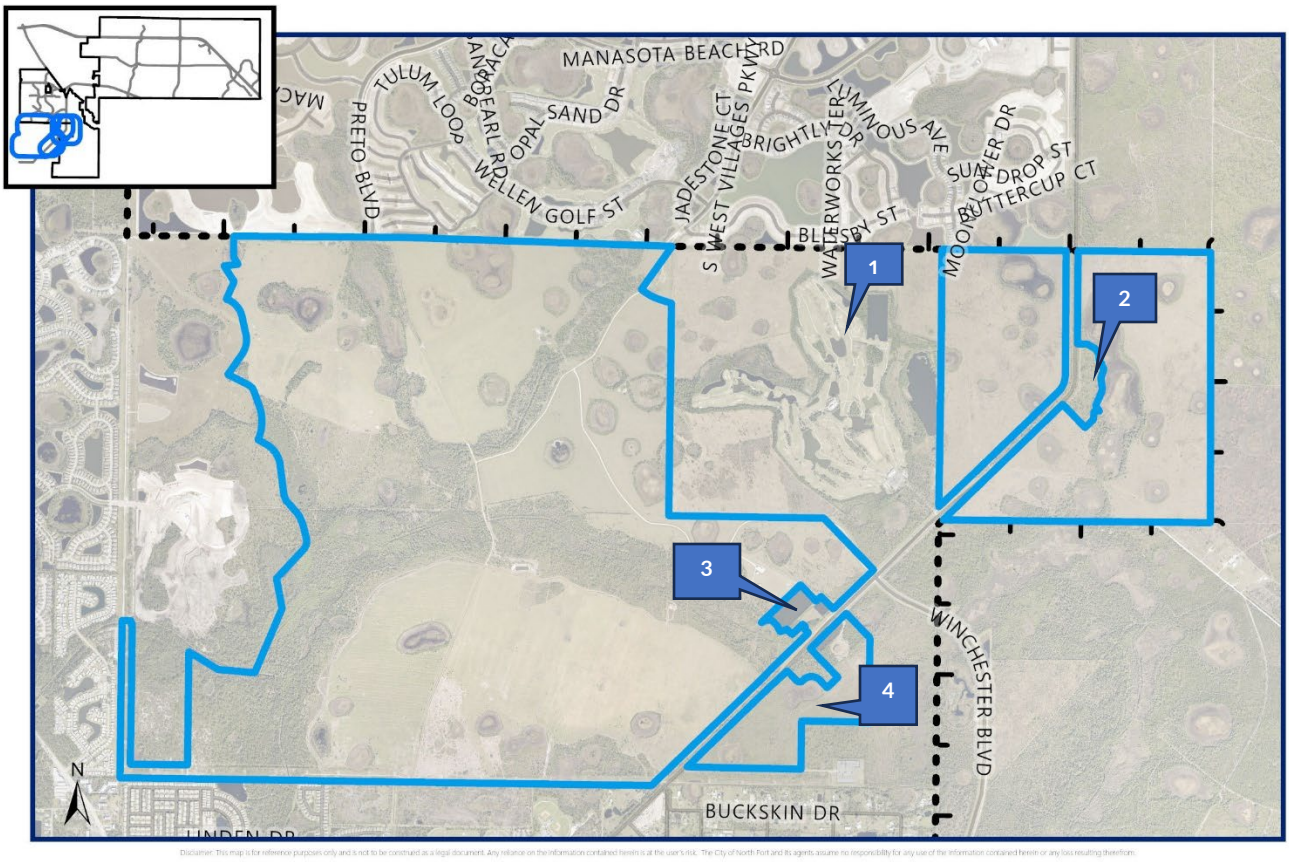
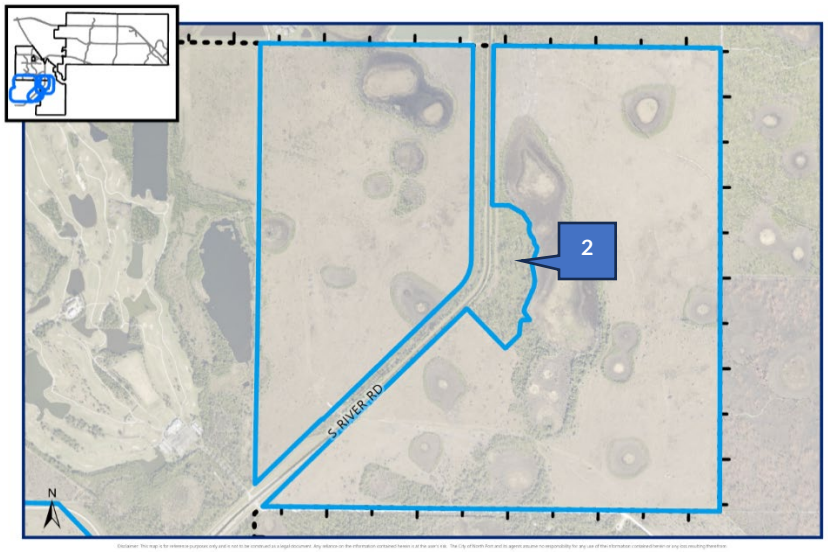


Aerial Map demonstrating Areas assessed for creation of Enclaves

Area 1 includes the Myakka Pines Golf Club and the Esplanade at Wellen Park (Taylor Morrison) development, which have direct access to South River Road (PID Nos. 0823002000, 0823001000, 0824001000, 0825001001).

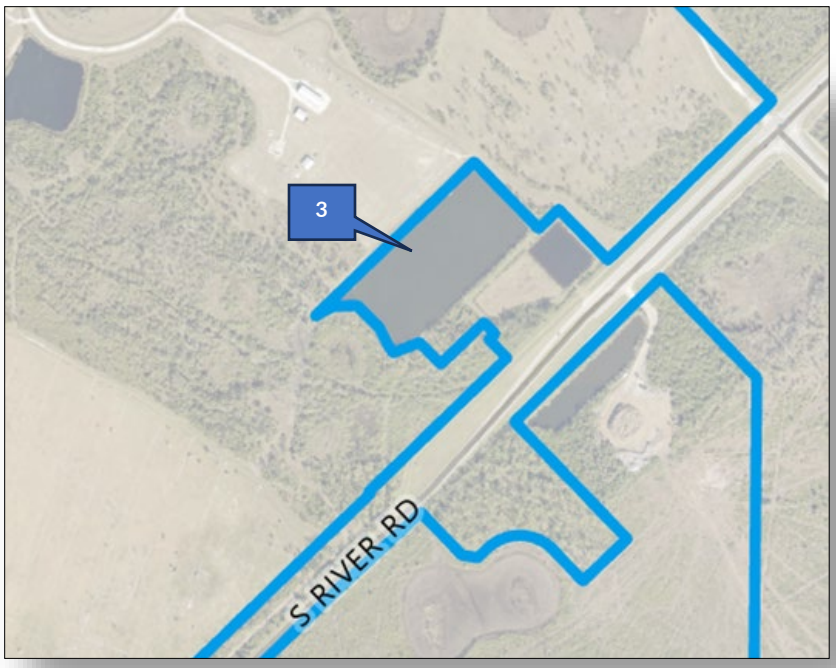
SCPA Map showing connection of Area 1 to S. River Road

Area 2 is a stormwater pond owned by the County and surrounded by lands owned by Winchester Florida Ranch, LLLP (PID No. 0821002000). An approximately 10-foot-wide strip of land between the County-owned parcel and S. River Road is excluded from the annexation petition to ensure connectivity to S. River Road, which is to remain in the County.



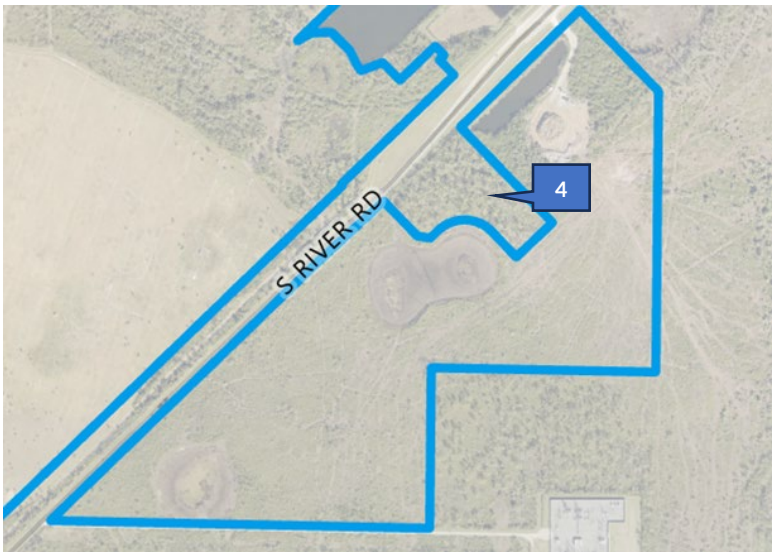
SCPA Map showing 10' strip between Area 2 and S. River Road to be excluded

Area 3 is a stormwater pond, also known as a drainage reservoir, owned by the County and directly connected to S. River Road (PID No. 0833002000).



SCPA Map showing connection of Area 3 to S. River Road

Area 4 is a stormwater pond under County ownership, which is surrounded by lands owned by Winchester Florida Ranch, LLLP (PID No. 0834001000). An approximately 20-foot-wide strip of land between the County-owned parcel and S. River Road is excluded from the annexation petition to ensure connectivity to S. River Road, which is to remain in the County.



SCPA Map showing 20' strip between Area 2 and S. River Road to be excluded

As detailed in the analysis above, this annexation petition will not result in the creation of enclaves.

The voluntary annexation application includes the property owner's signature, as required by Florida Statute Section 171.044(2). Ordinance No. 2026-07 does not require legal advertising before the Planning and Zoning Advisory Board (PZAB) meeting. PZAB serves as the City of North Port's Local Planning Agency, a requirement under Florida Statutes, Chapter 163. Its role is to assess development applications for consistency with the Comprehensive Plan and to make recommendations to the City Commission regarding the development petitions listed in ULDC Table 2.2.2.1 that require a public hearing with PZAB. It is important to note that PZAB operates solely in an advisory role and does not serve as a governing body.

Section 171.044(2) allows the governing body (The City Commission) to adopt a non-emergency ordinance during any regular meeting to annex the property and adjust the municipality's boundary lines to include it. However, before the North Port City Commission can proceed with public hearings, it must fulfill the publishing requirements, which mandate that notice of the annexation be published at least once a week for two consecutive weeks in a local newspaper.

The City Commission public hearings are scheduled for July 2026. Prior to these hearings, staff will update this report with necessary legal advertising exhibits and notify the Sarasota County Board of County Commissioners per F.S. 171.044(6).

Staff concludes the application meets the requirements of F.S. 171.044(1), with compliance for subsections (3) and (6) to be finalized before the public hearings.

COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT, OBJECTIVE FLU 1.4. ANNEXATION To expand the tax base and create a compact municipal boundary providing for efficient, effective provision of public services.

Staff Analysis: The property is currently designated as vacant land primarily used for cattle grazing. Once annexed, the city expects its tax base to grow, bringing in an estimated annual ad valorem tax revenue of about $81,677.74, based on the existing use of the property. The proposed annexation results in a significant net fiscal surplus for the City's General Fund. Because the current use is agricultural, the property generates tax revenue while requiring negligible municipal service outlays. Unlike residential developments, this parcel imposes no immediate demand on the school system, library services, or active recreational programming. Furthermore, the property's contiguity to the north and east boundaries ensures a compact and functional municipal boundary in accordance with F.S. § 171.043."

Per the analysis on pages 2 and 3, the City is capable of providing efficient and effective public services to the property.

Staff concludes the proposed annexation is consistent with Objective FLU 1.4 of the Future Land Use Element of the Comprehensive Plan.

INTERGOVERNMENTAL COORDINATION ELEMENT, POLICY 2.6: The City may pursue further annexations only of those areas which can be served by the appropriate party in a manner that is demonstrably fiscally neutral; notwithstanding the City's home rule powers, the City will advise Sarasota County of any contemplated future annexations and contractions of the City.

Staff Analysis: The Winchester property consists of vacant agricultural land. Based on current assessed values and the City's 3.7667 millage rate, the annexation is projected to generate approximately $81,677.74 in annual ad valorem tax revenue based on its existing use. This revenue exceeds the estimated costs for essential municipal services, such as fire and police, ensuring fiscal neutrality. As the land is currently undeveloped, there are no immediate infrastructure requirements.

On February 18, 2025, the City formally notified Sarasota County of the voluntary annexation (**Exhibit D, Letter of intent of voluntary annexation to Sarasota County**). Consistent with F.S. §171.044, the City will provide further notice to the Sarasota Board

of County Commissioners at least 10 days prior to publishing the ordinance for the July 2026 public hearings.

Staff concludes the proposed annexation is consistent with Policy 2.6 of the Intergovernmental Coordination Element.

UNIFIED LAND DEVELOPMENT CODE (ULDC)

Chapter 2, Article II, Section 2.2.3. – Annexation, Voluntary

ULDC Section 2.2.3 stipulates that annexations shall be decided by non-emergency ordinance and meet the requirements and follow the procedures of Florida Statutes Chapter 171.044.

Staff Analysis: As detailed earlier in this report, this voluntary annexation request meets all requirements and procedures outlined in F.S. § 177.044.

Staff concludes that the proposed annexation is consistent with ULDC Section 2.2.3.

Chapter 2, Article III, Sections 2.3.1 and 2.3.2

ULDC Sections 2.3.1 and 2.3.2 outline the application requirements for a voluntary annexation petition.

Staff Analysis: The Applicant has provided a complete application in accordance with the requirements outlined in ULDC Table 2.3.1.1.

Staff concludes that the proposed annexation is consistent with ULDC Table 2.3.1.1.

Additional Information: The applicant submitted a supplemental narrative and a contiguity map (**Exhibit E**) to support the voluntary annexation request.

IV. LEGAL REVIEW

Ordinance 2026-07 has been reviewed and approved by the City Attorney and is legally correct as to form.

V. BUSINESS IMPACT ESTIMATE

Staff provided a Business Impact Estimate per Florida Statutes Section 166.041(4) (**Exhibit F, Business Impact Estimate**).

VI. PUBLIC NOTICE & HEARING SCHEDULE

Section 171.044(2) allows the governing body (The City Commission) to adopt a non-emergency ordinance during any regular meeting to annex the property and adjust the municipality's boundary lines to include it. However, before the North Port City Commission can proceed with public hearings, it must fulfill the publishing requirements, which mandate that notice of the annexation be published at least once a week for two consecutive weeks in a local newspaper.

The Commission's public hearings are planned to take place in July 2026. In advance of these hearings, the staff report will be revised to incorporate the necessary exhibits for legal advertising. Additionally, notification will be provided to the Sarasota County Board of County Commissioners in compliance with F.S. 171.044(6).

Public Hearing Dates	
Planning and Zoning Advisory Board Public Hearing	**April 16, 2026** **9:00 AM** or as soon thereafter
City Commission Public Hearing First Reading	**To be determined**
City Commission Public Hearing Second Reading	**To be determined**

VII. RECOMMENDED ACTION AND OPTIONS FOR COMMISSION

Recommended Action:
Option 1: Approve Ordinance No. 2026-07, Petition No. PAX-25-01290, Winchester Florida Ranch, LLLP, Voluntary Annexation on first reading and continue to second reading.

Commission Options:

Option 1: Approve Ordinance No. 2026-07, Petition No. PAX-25-01290, Winchester Florida Ranch, LLLP, Voluntary Annexation on first reading and continue to second reading.

- Pros:
  - Meets all requirements of Florida Statutes Chapter 171 and the City's Comprehensive Plan.
  - Anticipated to generate $81,677.74 in annual tax revenue (based on current valuations) to fund infrastructure and services without increasing the tax burden on existing residents.
  - Promotes compact, contiguous development to mitigate urban sprawl and reduce long-term maintenance and traffic costs.
  - Grants the City direct authority over land use, ensuring future development meets North Port's aesthetic, environmental, and community standards.

    Facilitates faster emergency response times due to proximity and confirms current utility capacity is sufficient to serve the site.

- Cons:
  - Although current utility capacity exists, any high-intensity future development will need to be evaluated to ensure service levels are maintained.
  - Expanding the city boundary increases the total inventory of land requiring municipal oversight.

Option 2: Deny Ordinance No. 2026-07, Petition No. PAX-25-01290, Winchester Florida Ranch, LLLP, Voluntary Annexation.

- Pros:
  - The City avoids the immediate and long-term obligation of allocating taxpayer resources for municipal services, including law enforcement, fire protection, and sanitation, to the subject area.

- In accordance with F.S. 180.191, the City retains the authority to apply a surcharge (typically 15% to 50%) on water and sewer services provided to properties outside municipal limits, potentially generating higher utility revenue than if the land were annexed.

- Cons:
  - Prevents the diversification and expansion of the City's tax base.
  - Allows development under County jurisdiction, potentially resulting in land uses inconsistent with the City's Comprehensive Plan.
  - Eliminates the City's ability to mandate high-quality development standards or infrastructure (e.g., parks, public safety facilities) via an annexation agreement.
  - Foregoes increases in state-shared revenues and grants tied to municipal population and land area.
  - The City's municipal boundaries remain unchanged, ensuring that any future land use or development continues to be governed by Sarasota County's Comprehensive Plan and zoning regulations.

VIII. RECOMMENDED MOTIONS

PLANNING AND ZONING ADVISORY BOARD-

The Planning & Zoning Advisory Board recommends the City Commission **approve** Petition No. PAX-25-01290 Winchester Florida Ranch, LLLP, Voluntary Annexation.

I move to recommend approval of Petition No. PAX-25-01290 and find the Winchester Florida Ranch, LLLP, Voluntary Annexation is consistent with the City of North Port Comprehensive Plan.

CITY COMMISSION—

The City Commission approves Ordinance No. 2026-07, Petition No. PAX-25-01290, Winchester Florida Ranch, LLLP, Voluntary Annexation.

I move to approve Ordinance No. 2026-07 and find that the Voluntary annexation complies with all regulations set forth in the City of North Port Comprehensive Plan, Unified Land Development Code (ULDC), and Florida Statutes Section 171.044.

IX. ALTERNATIVE MOTIONS:

PLANNING AND ZONING ADVISORY BOARD-

Petition PAX-25-01290 may be denied. If that were the case, new findings would need to be written to support that recommendation. The motion would be as follows:

MOTION TO DENY: I move to recommend denial of the Winchester Florida Ranch, LLLP, Voluntary Annexation, Petition No. PAX-25-01290, and that the City Commission find that:

[include all applicable factors below]

1. Is NOT consistent with the North Port Comprehensive Plan because _____

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

CITY COMMISSION—

MOTION TO DENY: I move to deny, Ordinance No. 2026-07, Petition No. PAX-25-01290, Winchester Florida Ranch, LLLP, Voluntary Annexation, and find that the Voluntary Annexation:

[include all applicable factors below]

1. Is NOT consistent with the Unified Land Development Code because ____

[include explanation of how the voluntary annexation fails to meet each specific regulation];

2. Is NOT consistent with the North Port Comprehensive Plan because _____

[include explanation of how the voluntary annexation fails to meet each specific regulation].

3. Is NOT consistent with Florida Statutes Section 171.044 because _____

[include explanation of how the voluntary annexation fails to meet each specific regulation].

X. EXHIBITS

A.	Affidavit
B.	Ownership Documents
C.	Application
D.	Letter of intent of voluntary annexation to Sarasota County
E.	Applicant's supplemental narrative and contiguity map
F.	Business Impact Estimate
G.	Public Notice and Hearing Schedule (public notice pending)
H.	Legal Advertisement (pending)

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

BEFORE ME, the undersigned authority personally appeared John E. Luczynski on behalf of Winchester Florida Ranch, LLLP, who being by me first duly sworn on oath, deposes and says:

1. That he/she is the fee-simple owner of the property legally described and attached to this application.
2. That he/she desires Voluntary Annexation into the City of North Port approval to accomplish the above desired request, as stated on Page 1 of this Application.
3. That he/she has appointed William W. Merrill, III and G. Matthew Brockway to act as Agent and/or Applicant in their behalf to accomplish the above.

(Owner's Signature)

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

The foregoing instrument was acknowledged before me this 21 day of February, 2025, by John E. Luczynski, who is personally known to me or who has produced _____ as identification.

Maria Coppinger
Notary Public (Signature)

(SEAL)

Maria Coppinger
Print or type Notary Name

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

Commission (serial) Number HH587775

My Commission Expires: 8/28/2028

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

AGENT/APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

BEFORE ME, the undersigned authority personally appeared William W. Merrill, III.
who being by me first duly sworn on oath, deposes and says:

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

(Agent/Applicant's Signature)

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

The foregoing instrument was acknowledged before me this 21 day of February, 2025, by William W. Merrill, III, who is personally known to me or who has produced _____ as identification.

(SEAL)

LYNN LOUISE TRUSCHEL
Commission # HH 461127
Expires November 2, 2027

Notary Public (Signature)

Lynne L Truschel

Print or type Notary Name

Commission (serial) Number # HH 461127

My Commission Expires: NOV 2, 2027

AGENT/APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

BEFORE ME, the undersigned authority personally appeared G. Matthew Brockway, who being by me first duly sworn on oath, deposes and says:

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

(Agent/Applicant's Signature)

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

The foregoing instrument was acknowledged before me this 21 day of February, 2025, by G. Matthew Brockway, who is personally known to me or who has produced _____ as identification.

(SEAL)
LYNN LOUISE TRUSCHEL
Commission # HH 461127
Expires November 2, 2027

Notary Public (Signature)

Lynne L Truschel
Print or type Notary Name

Commission (serial) Number HH 461127

My Commission Expires: NOV 2, 2027

Property Information Report

First American Issuing Office: First American Title Insurance Company
10210 Highland Manor Drive, Ste 120

First American File Number: **2240-2813691**

Prepared For: Mattamy Homes
4901 Vineland Road, Suite 450
Orlando, FL 32811

Legal Description:

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, 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.

1. ***Grantee(s) In Last Deed of Record:***

Winchester Florida Ranch, LLLP, a Florida limited liability limited partnership, successor-in-interest to Thomas Ranch Land Partners Sarasota, LLLP, a Florida limited liability limited partnership, by virtue of that certain Special Warranty Deed, filed May 29, 2014, recorded in Official Records Instrument No. 2014062918; as affected by Certificate of Amendment to Certificate of Limited Partnership, filed November 13, 2015, recorded in Official Records Instrument No. 2015141234, of the Public Records of Sarasota County, Florida.

2. ***Encumbrances/Matters Affecting Title*** (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements,

tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary)):

(X) Exhibit Attached () Exhibit Not Attached.

Type of Instrument	**O.R. Book**	**Page**
Declaration of Protective Covenants and Restrictions	Instrument No.	2003001869
Non-Exclusive Permanent Drainage Easement	Instrument No.	2003254590
Non-Exclusive Access and Maintenance Easement	Instrument No.	2003255516
Declaration of Covenants, Conditions, Easements and Restrictions	Instrument No.	2004216589
Declaration of Covenants, Conditions, Easements and Restrictions	Instrument No.	2005197548
First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions	Instrument No.	2005257191
Declaration of Covenants and Restrictions for Gran Paradiso	Instrument No.	2005257192
Easement Agreement	Instrument No.	2006038381
First Amendment to Declaration of Covenants and Restrictions for Gran Paradiso	Instrument No.	2007018905
First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions	Instrument No.	2007018906
Public Access Easement	Instrument No.	2008060372
Easement	Instrument No.	2008060373
First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions	Instrument No.	2008099652
Temporary Limited Public Access Easement Agreement	Instrument No.	2008102781
Resolution 2018-10	Instrument No.	2018084717
Ordinance No. 2018-08	Instrument No.	2018105750
Restrictive Covenant	Instrument No.	2018128694
Notice of Establishment of the West Villages Improvement District Unit of Development No. 6	Instrument No.	2018142894
Irrigation Water Supply Agreement	Instrument No.	2018159052
Easement (Business)	Instrument No.	2019006538
West Villages Developer Agreement (Post Annexation)	Instrument No.	2020042302
EWD Utility Easement - South (To Englewood Water District)	Instrument No.	2021075389
Declaration of Restrictive Covenants and Rights	Instrument No.	2021153734
Notice of Amended Boundary of the West Villages Improvement District	Instrument No.	2022121327
Amended and Restated Notice of Establishment of the West Villages Improvement District Unit of Development No. 6	Instrument No.	2022121328
Code Enforcement Special Magistrate - Findings of Fact and Order	Instrument No.	2022160432
Easement (Corporate)	Instrument No.	2022193841
Temporary Construction Easement	Instrument No.	2024087397
Easement (Corporate)	Instrument No.	2024087398
Easement (Corporate)	Instrument No.	2024087399
2024 Utilities Agreement - Water Supply	Instrument No.	2024152165
Amendment and Restatement of West Villages Developer Agreement (Post Annexation)	Instrument No.	2024156163

Copies of the Encumbrances/Matters Affecting Title (X) are () are not included with this Report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0821001000 for tax year 2024
Gross Tax: $124,330.06 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0821003000 for tax year 2024
Gross Tax: $209,809.91 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0825001000 for tax year 2024
Gross Tax: $27,323.05 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0827001000 for tax year 2024
Gross Tax: $14,700.17 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0829001000 for tax year 2024
Gross Tax: $12,049.71 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0830001000 for tax year 2024
Gross Tax: $3,792.52 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0831001000 for tax year 2024
Gross Tax: $25,766.15 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0833001000 for tax year 2024
Gross Tax: $3,763.30 (X) Paid ( ) Not Paid.

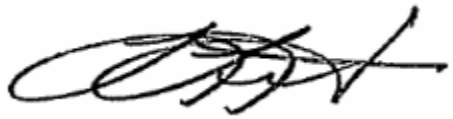
Customer File Number:
FATIC File Number: 2240-2813691

Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from January 02, 1985 to January 31, 2025 at 8:00 a.m.

The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of Sarasota County, Florida, affecting title to the property described therein. This Report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property in formation report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company



Leslie Lambert, as Vice President

Dated: 02/10/2025

3

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2014062918 6 PG(S)
May 29, 2014 12:19:24 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Doc Stamp-Deed: $254,982.00

Purchase Price: $33,183,000
Additional Consideration: $3,243,000
Doc Tax: $254,982
Record: $ 52.50

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 SARASOTA, 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: 0821-11-1000, 0825-00-1000, 0827-00-1000, 0829-00-1000, 0831-00-1000, 0833-00-1000, 0830-00-1000, 0833-00-1001.

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

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

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

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

[Signatures appear on the following page]

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

GRANTOR:

Signed, sealed and delivered in the presence of:

Print Name: Lesli L. Leberman

Print Name: Lori L. Scott

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

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

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.

(Notary Seal)

BARBARA DESTEFANO NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 6, 2018

Signature of Notary Public

BARBARA DESTEFANO
Print Name of Notary Public

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

EXHIBIT "A"

Tract 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, 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.

Tract contains 3660.0040 Acres, more or less.

EXHIBIT "B"

Permitted Exceptions for Tract D

Taxes for the year 2014 and subsequent years, not yet due and payable.

The following maters (which are reflected in the title commitment 16-2014-000351 issued through Old Republic National Title Insurance Company):

4. Easements in favor of Florida Power & Light Company recorded in Deed Book 64, Page 78 ; Deed Book 64, Page 80; Deed Book 67, Page 179 ; and Subordination of Utility Interest recorded in Instrument # 2001077188, as to the preceding easements; Deed Book 64, Page 24; Deed Book 67, Page 183; Deed Book 71, Page 42; Deed Book 83, Page 210; Deed Book 83, Page 216; Deed Book 89, Page 527 ; Deed Book 98, Page 314 ; Official Records Book 1656, Page 183, all of the Public Records of Sarasota County, Florida.
5. (Intentionally omitted).
6. (Intentionally omitted).
7. (Intentionally omitted).
8. (Intentionally omitted).
9. Easements in favor of Englewood Water District recorded in Official Records Book 1320, Page 2150 and Official Records Book 2154, Page 991, together with Partial Vacation of Easement recorded in Instrument # 2004058080, of the Public Records of Sarasota County, Florida.
10. (Intentionally omitted).
11. (Intentionally omitted).
12. (Intentionally omitted).
13. (Intentionally omitted).
14. (Intentionally omitted).
15. (Intentionally omitted).
16. (Intentionally omitted).
17. (Intentionally omitted).
18. (Intentionally omitted).
19. (Intentionally omitted).
20. (Intentionally omitted).
21. (Intentionally omitted).
22. (Intentionally omitted).
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. (Intentionally omitted)

28. Easement Agreement recorded in Instrument # 2006215897, Public Records of Sarasota County, Florida.
29. (Intentionally omitted).
30. Easement Agreement recorded in Instrument # 2008060373, of the Public Records of Sarasota County, Florida.
31. Easement Agreement recorded in Instrument # 2008060372, Public Records of Sarasota County, Florida.
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. (Intentionally omitted).
34. (Intentionally omitted).
35. Easement in favor of Sarasota County recorded in Instrument # 2003254590, of the Public Records of Sarasota County, Florida.
36. Easement in favor of Sarasota County recorded in Instrument # 2003255516, of the Public Records of Sarasota County, Florida.
37. (Intentionally omitted).
38. Easement in favor of Englewood Water District recorded in Instrument # 2006038381, of the Public Records of Sarasota County, Florida.
39. (Intentionally omitted).
40. (Intentionally omitted).
41. (Intentionally omitted).
42. (Intentionally omitted).
43. (Intentionally omitted).
44. (Intentionally omitted).
45. (Intentionally omitted).
46. (Intentionally omitted).
47. (Intentionally omitted).
48. (Deleted)
49. (Intentionally omitted).
50. (Intentionally omitted).
51. (Intentionally omitted).
52. (Intentionally omitted).
53. (Intentionally omitted)
54. Any and all boundary inconsistencies, encroachments and other matters shown on the survey certified by Britt Surveying, Inc. dated March 28, 2014, Job Number 08-09-08A.
55. (Deleted)
56. Common law drainage rights in the streams and watercourses on the property.
57. (Intentionally omitted).
58. (Intentionally omitted).
59. (Intentionally omitted.
60. (Intentionally omitted).
61. Riparian and littoral rights.

62. (Deleted).

63. (Deleted).

64. (Deleted).

65. General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 26, 2006; First Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 9, 2008; Second Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated February 23, 2009; Third Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 26, 2010; Fourth Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 30, 2012.

66. (Deleted).

67. (Deleted).

68. Assignment of Leases and Rents recorded in Instrument # 2002164320, as modified in First Modification Agreement in Instrument # 2004126454, further modified in Second Modification in Instrument # 2005011686, Third Modification in Instrument # 2007054545, Fourth Modification in Instrument # 2008053030, Fifth Modification Agreement in Instrument # 2008060376, , Seventh Modification recorded in Instrument # 2009030319, Amendment to Mortgage Deed and Security Agreement and Amendment to Assignment of Leases and Rents in Instrument # 2009030320, Amended and Restated Mortgage and Security Agreement in Instrument # 2010039123, Modification Agreements in Instrument # 2011013257, 2011030279, 2012051784, 2012095624, 2012132626, and 2013097933, re-recorded in Instrument # 2013106487, and Amended and Restated Assignment of Leases and Rents recorded in Instrument # 2010039124, all of the Public Records of Sarasota County, Florida.

Return To:
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

State of Florida

Department of State

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015141234 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 SARASOTA, LLLP changing its name to WINCHESTER FLORIDA RANCH, 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 A14000000256.

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

Ken Detzner
Secretary of State

CR2EO22 (1-11)

FILED
15 APR 21 PM 12:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

Thomas Ranch Land Partners Sarasota, 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 A14000000256, 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:

Winchester Florida Ranch, 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*

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:

Title	Name	Address	Type of Action
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove

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.)

2000163556

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2000163556 8 PGS
2000 DEC 27 12:44 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
MTAYLOR Receipt#100651

Prepared By and Return To
STEPHEN K. BOONE, ESQUIRE
BOONE, BOONE, BOONE, HINES & KODA, P.A
1001 AVENIDA DEL CIRCO
VENICE, FL 34285

Parcel ID Number 821001000,833001000,833001001

Warranty Deed

This Indenture, Made this 22 day of December , 2000 A.D. **Between** TAYLOR RANCH, INC., a corporation existing under the laws of the State of Florida of the County of Sarasota , State of Florida , **grantor,** and SARASOTA COUNTY, a political subdivision of the State of Florida whose address is P.O. Box 8, Sarasota, FL 34230 of the County of Sarasota , State of Florida , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Sarasota State of Florida to wit

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to restrictions, reservations and easements of record, if any, and taxes for the year 2001 and thereafter.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

Stacey Ford
Printed Name: STACEY FORD
Witness

J K Richardson
Printed Name: Jessica L Richardson
Witness

TAYLOR RANCH, INC.

By: Thomas H. Taylor (Seal)
THOMAS H. TAYLOR, JR.
as Vice President
P O Address 7000 Tamiami Trail, Venice, FL 34293

SEAL

(Corporate Seal)

STATE OF Florida
COUNTY OF Sarasota

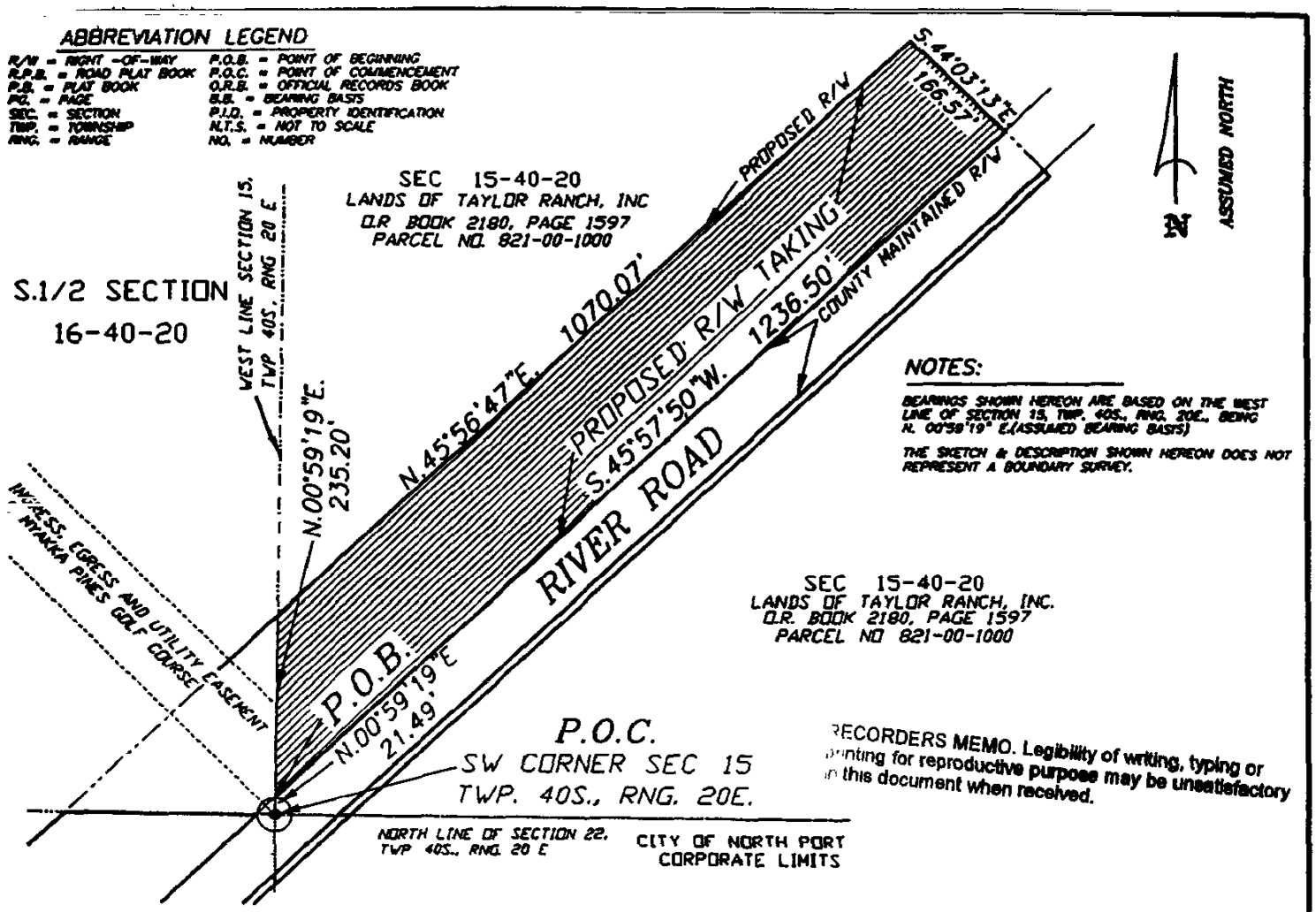
The foregoing instrument was acknowledged before me this 22 day of December , 2000 by THOMAS H. TAYLOR, JR., as Vice President of TAYLOR RANCH, INC., a Florida Corporation, on behalf of the corporation
he is personally known to me or he has produced his driver's license as identification

Stacey Ford
Commission # CC 823486
Expires May 18, 2003
Bonded Thru
Atlantic Bonding Co., Inc

Stacey Ford
Printed Name:
Notary Public
My Commission Expires

T19-8108

Laser Generated by © Display Systems Inc 2000 (863) 763 5555 Form FLWD-1



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 15, TWP. 40S., RNG. 20E., BEING N. 00°59'19" E.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

RECORDERS MEMO. Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING NORTHWESTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE N.00°59'19"E., ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 21.49 FEET, FOR A POINT OF BEGINNING, THENCE CONTINUE ALONG SAID SECTION LINE, N.00°59'19"E., 235.20 FEET; THENCE N 45°56'47"E., 1070 07 FEET; THENCE S.44°03'13"E., 166.57 FEET, TO SAID EXISTING MAINTAINED RIGHT-OF-WAY LINE, THENCE S.45°57'50"W, ALONG SAID MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 1236.50 FEET, TO THE POINT OF BEGINNING

ALL LYING AND BEING IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA. PARCEL CONTAINING 191,899 SQUARE FEET OR 4 41 ACRES, MORE OR LESS

STRAYER SURVEYING
& MAPPING, INC
763 SHAMROCK BLVD
VENICE, FL 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

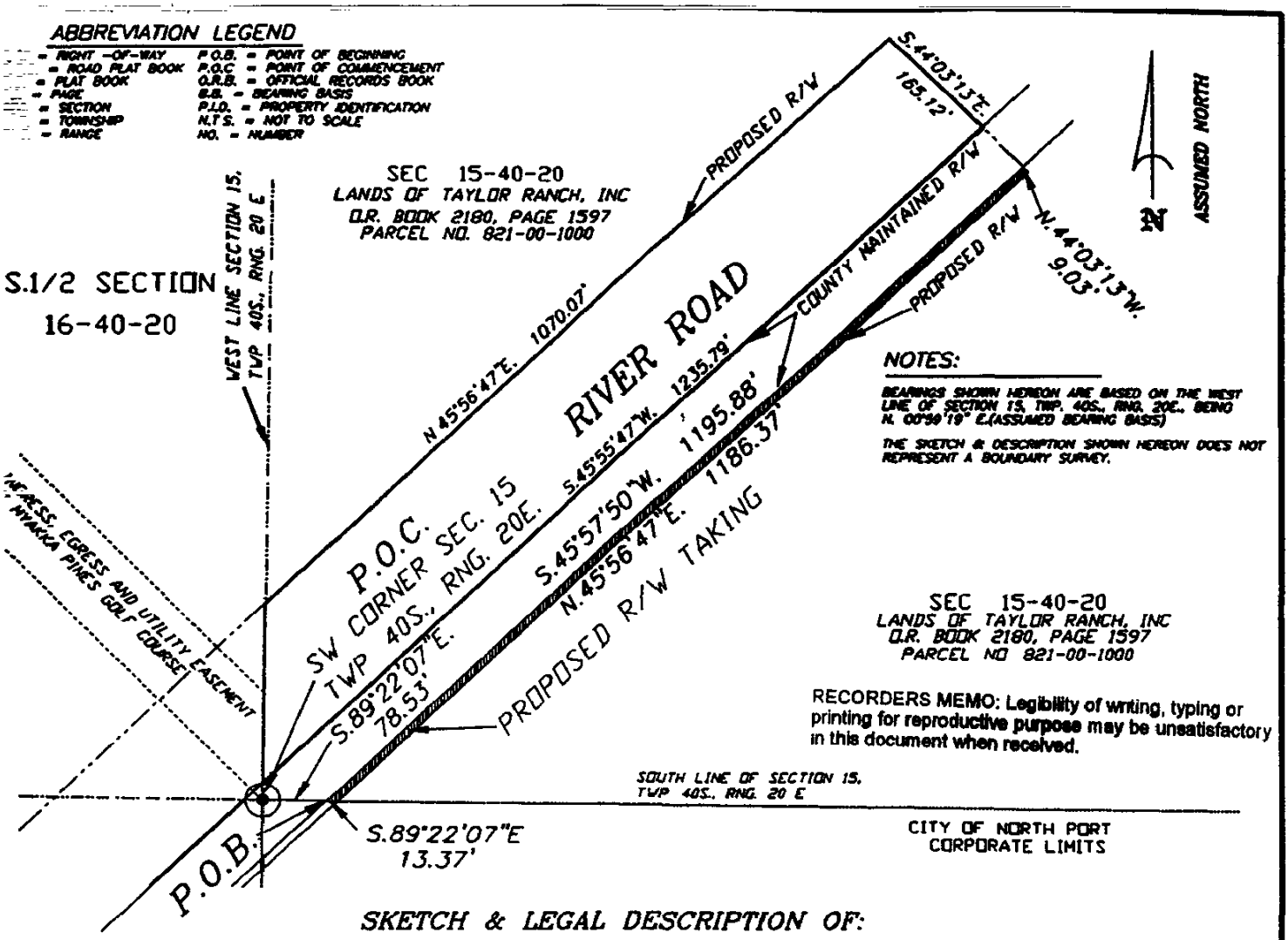
DATE 1/24/00

ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REG. NO. 5027

REVISED 3/30/00, MAINTAINED R/W

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO 95819					
PARCEL NO 100	DRAWN	R B S	DATE	02/18/00	SCALE 1"=200'
PARCEL CONTAINS 191,899 SQ FT ±	CHECKED	B G R	DATE	02/21/00	FILE NO RIVER100

UTILITY EASEMENT RECORDED IN OR BOOK 2180 PAGE 1597



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 15, TWP. 40S., RNG. 20E., BEING N. 00°59'19" E.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

SEC 15-40-20
LANDS OF TAYLOR RANCH, INC
O.R. BOOK 2180, PAGE 1597
PARCEL NO 821-00-1000

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING SOUTHEASTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE S.89°22'07"E., ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 78.53 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION LINE, S.89°22'07"E., 13.37 FEET; THENCE N 45°56'47"E., 1186.37 FEET, THENCE N.44°03'13"W., 9.03 FEET, TO SAID EXISTING MAINTAINED RIGHT-OF-WAY LINE, THENCE S 45°57'50"W, ALONG SAID MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 1195.88 FEET, TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA. PARCEL CONTAINING 10,977 SQUARE FEET, MORE OR LESS

STRAYER SURVEYING & MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL. 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

DATE 1/4/00

ROBERT B. STRAYER JR.
FLORIDA SURVEYOR & MAPPER REG. NO. 5027

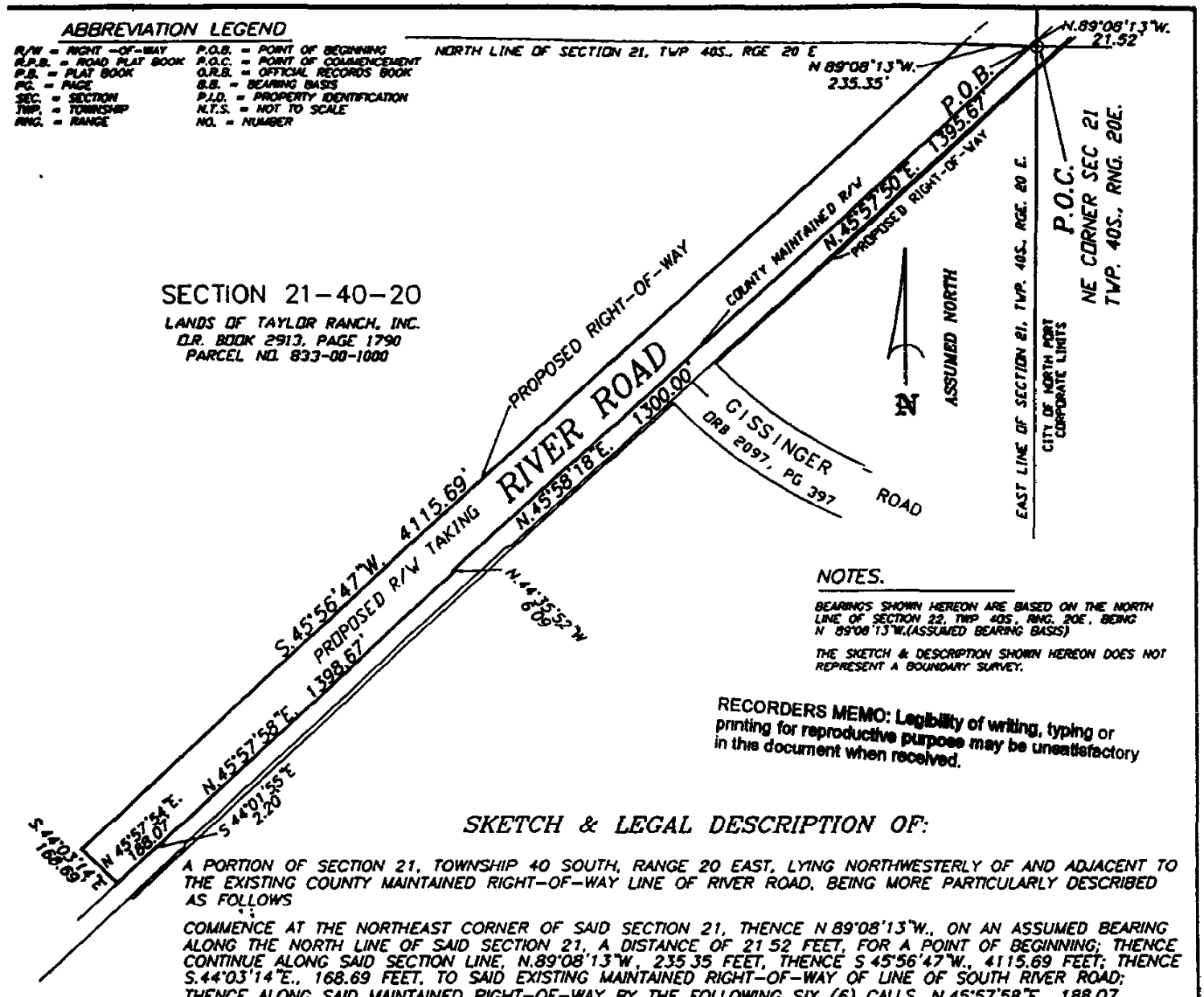
REVISED: 3/31/00, MAINTAINED R/W

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO 95819					
PARCEL NO 100-A	DRAWN	RBS	DATE	02/16/00	SCALE 1"=200'
PARCEL CONTAINS 10,977 SQ FT ±	CHECKED	BGR	DATE	02/21/00	FILE NO. RIVER100-A

OR 2180 PG 1597 RECORDED IN SARASOTA COUNTY, FL



NOTES.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP 40S., RNG. 20E., BEING N 89°08'13"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING NORTHWESTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE N 89°08'13"W., ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 21 52 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION LINE, N.89°08'13"W., 235 35 FEET, THENCE S 45°56'47"W., 4115.69 FEET; THENCE S.44°03'14"E., 168.69 FEET, TO SAID EXISTING MAINTAINED RIGHT-OF-WAY OF LINE OF SOUTH RIVER ROAD; THENCE ALONG SAID MAINTAINED RIGHT-OF-WAY BY THE FOLLOWING SIX (6) CALLS N.45°57'58"E., 188.07 FEET, S 44°01'55"E., 2.20 FEET; N 45°57'58"E., 1398 67 FEET, N 44°35'52"W., 6.09 FEET, N 45°58'18"E., 1300 00 FEET, N 45°57'50"E., 1395 67 FEET, TO THE POINT OF BEGINNING

ALL LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA PARCEL CONTAINING 704,148 SQUARE FEET OR 16.17 ACRES, MORE OR LESS

STRAYER SURVEYING
& MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO 6639

DATE 4/4/00

ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REG N NO 5027

REVISED, 4\10\00, MAINTAINED R/W

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO. 95819					
PARCEL NO 106	DRAWN	RBS	DATE	4/3/00	SCALE 1"=500'
PARCEL CONTAINS 704,148 SQ FT ±	CHECKED	BGR	DATE	4/3/00	FILE NO RIVER106

1 PG 2 RECORDED IN SARASOTA COUNTY, FLORIDA

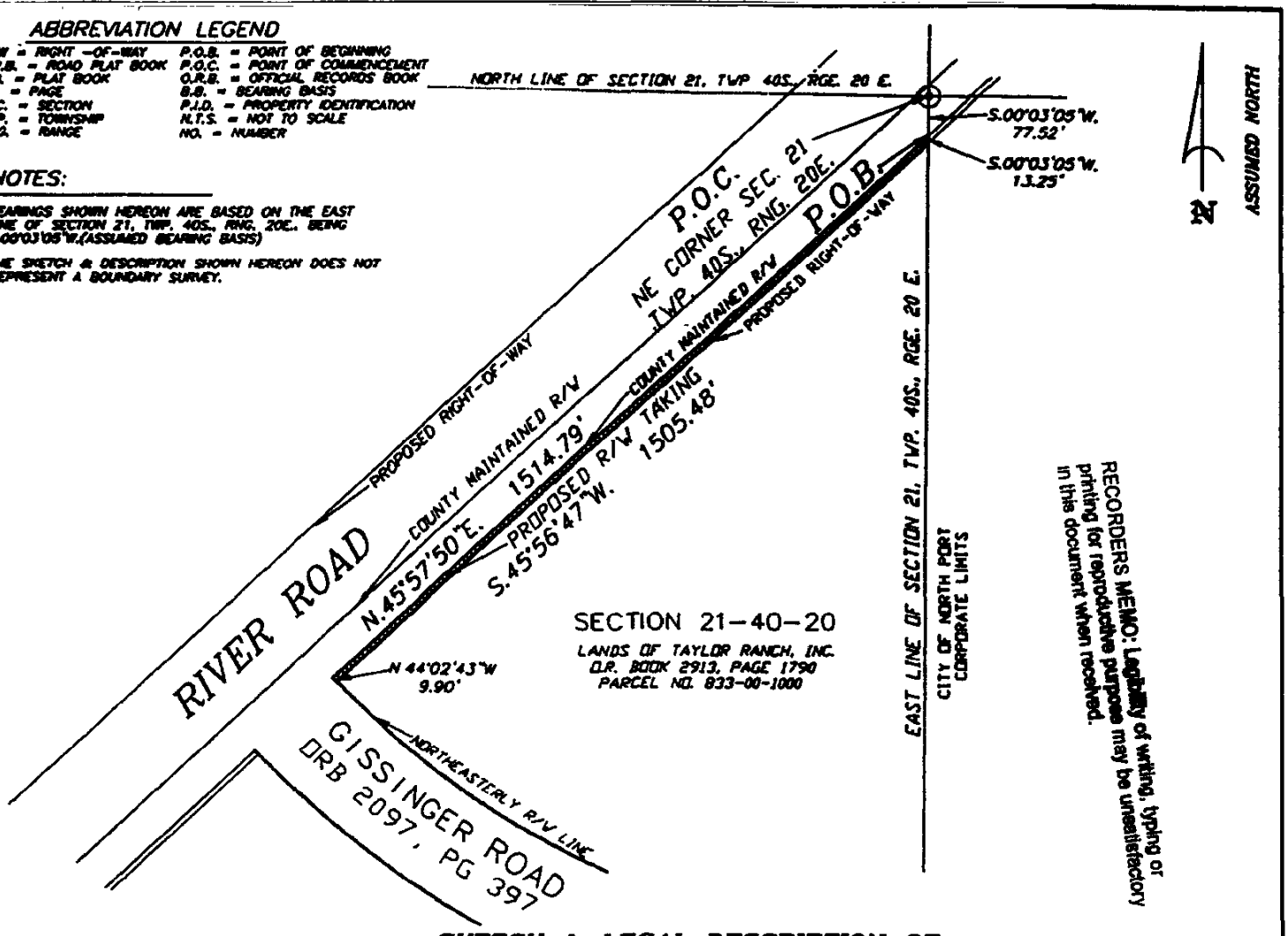
ABBREVIATION LEGEND

R/W = RIGHT-OF-WAY	P.O.B. = POINT OF BEGINNING
R.P.B. = ROAD PLAT BOOK	P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK	O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE	B.B. = BEARING BASIS
SEC. = SECTION	P.I.D. = PROPERTY IDENTIFICATION
TWP. = TOWNSHIP	N.T.S. = NOT TO SCALE
RNG. = RANGE	NO. = NUMBER

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 21, TWP. 40S., RNG. 20E., BEING S.00°03'05"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.



RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purposes may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING SOUTHEASTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°03'05"W., ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 77.52 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION LINE, S.00°03'05"W., 13.25 FEET; THENCE S.45°56'47"W., 1505.48 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GISSINGER ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 2097, PAGE 397, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, N 44°02'43"W, 9.90 FEET, TO THE SAID MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD; THENCE N.45°57'50"E., ALONG SAID MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 1514.79 FEET, TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA PARCEL CONTAINING 14,600 8 SQUARE FEET , MORE OR LESS

STRAYER SURVEYING & MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL. 34293
STRAYER SURVEYING & MAPPING, INC.
LICENSED SURVEYOR BUSINESS NO. 6639

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

ROBERT B STRAYER JR
FLORIDA SURVEYOR & MAPPER REG. NO. 5027

DATE 4/4/00

REVISED 4/1/00, MAINTAINED R/W

RIVER ROAD / WINCHESTER BOULEVARD PROJ. NO. 95819					
PARCEL NO 106-A	DRAWN	RBS	DATE	02/18/00	SCALE 1"=300'
PARCEL CONTAINS 14,600 8 SQ FT ±	CHECKED	BGR	DATE	02/21/00	FILE NO RIVER106A

OFFICIAL RECORDS INSTRUMENT # 2000163556 8 pgs

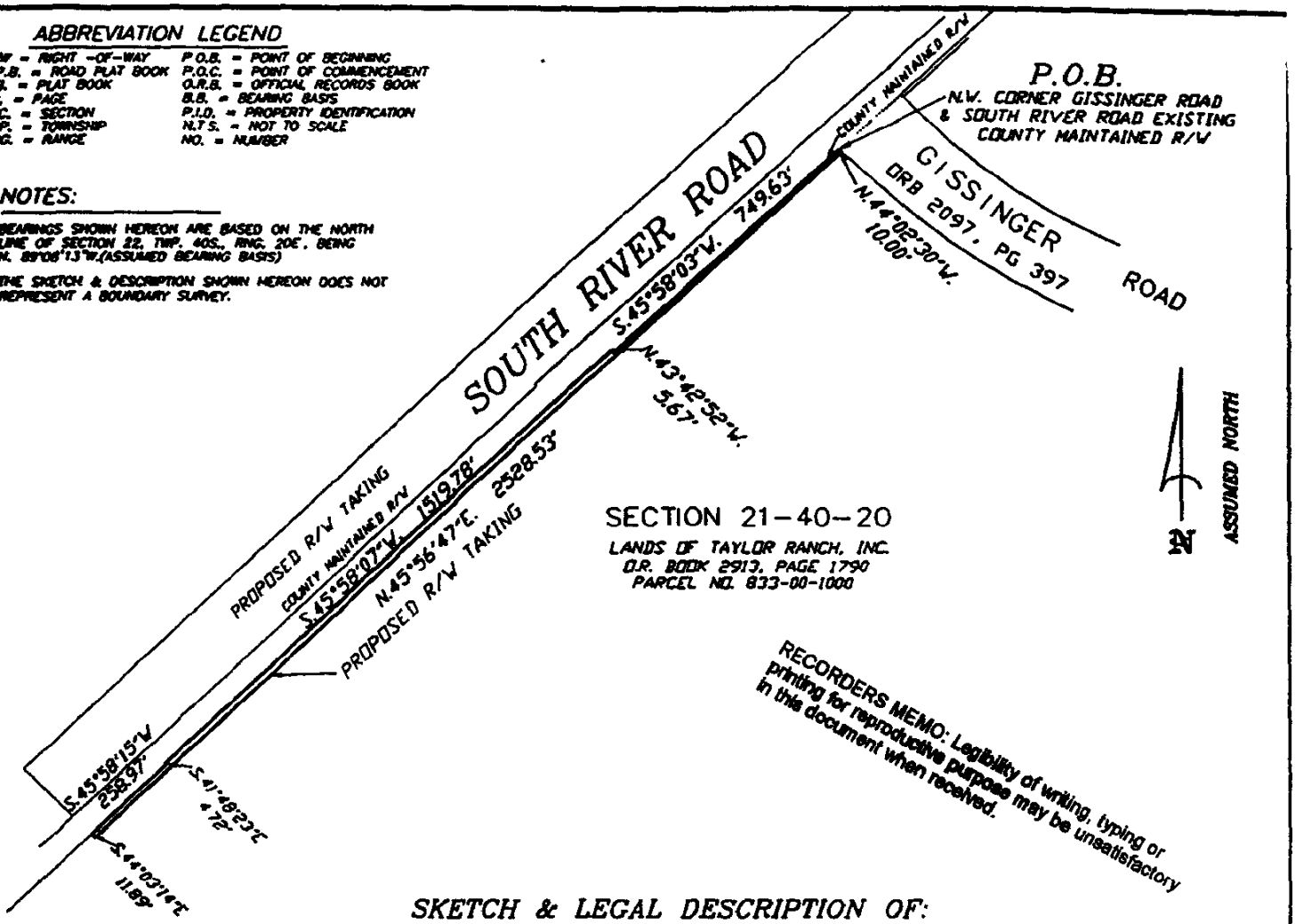
ABBREVIATION LEGEND

R/W = RIGHT -OF-WAY	P.O.B. = POINT OF BEGINNING
R.P.B. = ROAD PLAT BOOK	P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK	O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE	B.B. = BEARING BASIS
SEC. = SECTION	P.I.D. = PROPERTY IDENTIFICATION
TWP. = TOWNSHIP	N.T.S. = NOT TO SCALE
RNG. = RANGE	NO. = NUMBER

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP. 40S., RNG. 20E., BEING N. 89°08'13"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.



RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING SOUTHEASTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF SOUTH RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGIN AT THE NORTHWEST CORNER OF GISSINGER ROAD (A 200' R/W) AS RECORDED IN OFFICIAL RECORDS BOOK 2097, PAGE 397, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND SOUTH RIVER ROAD (A COUNTY MAINTAINED R/W) AS PER MAINTENANCE MAPS OF RECORD FOR SOUTH RIVER ROAD, THENCE ALONG SAID MAINTAINED RIGHT-OF-WAY BY THE FOLLOWING FIVE (5) COURSES. S.45°58'03"W., 749.63 FEET, N.43°42'52"W., 5.67 FEET, S.45°58'07"W., 1519.78 FEET, S.41°48'23"E., 4.72 FEET, S.45°58'15"W., 258.97 FEET; THENCE LEAVING SAID MAINTAINED RIGHT-OF-WAY, S.44°03'14"E., 11.89 FEET, THENCE N.45°56'47"E., 2528.53 FEET, TO THE SOUTH-WESTERLY RIGHT-OF-WAY LINE OF SAID GISSINGER ROAD, THENCE ALONG SAID RIGHT-OF-WAY, N.44°02'30"W., 10.00 FEET, TO THE POINT OF BEGINNING

ALL LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA PARCEL CONTAINING 35,287.0 SQUARE FEET OR 0.81 ACRES, MORE OR LESS

STRAYER SURVEYING & MAPPING, INC.
763 SHAMROCK BLVD.
VENICE, FL 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6633

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

DATE: 4/5/00

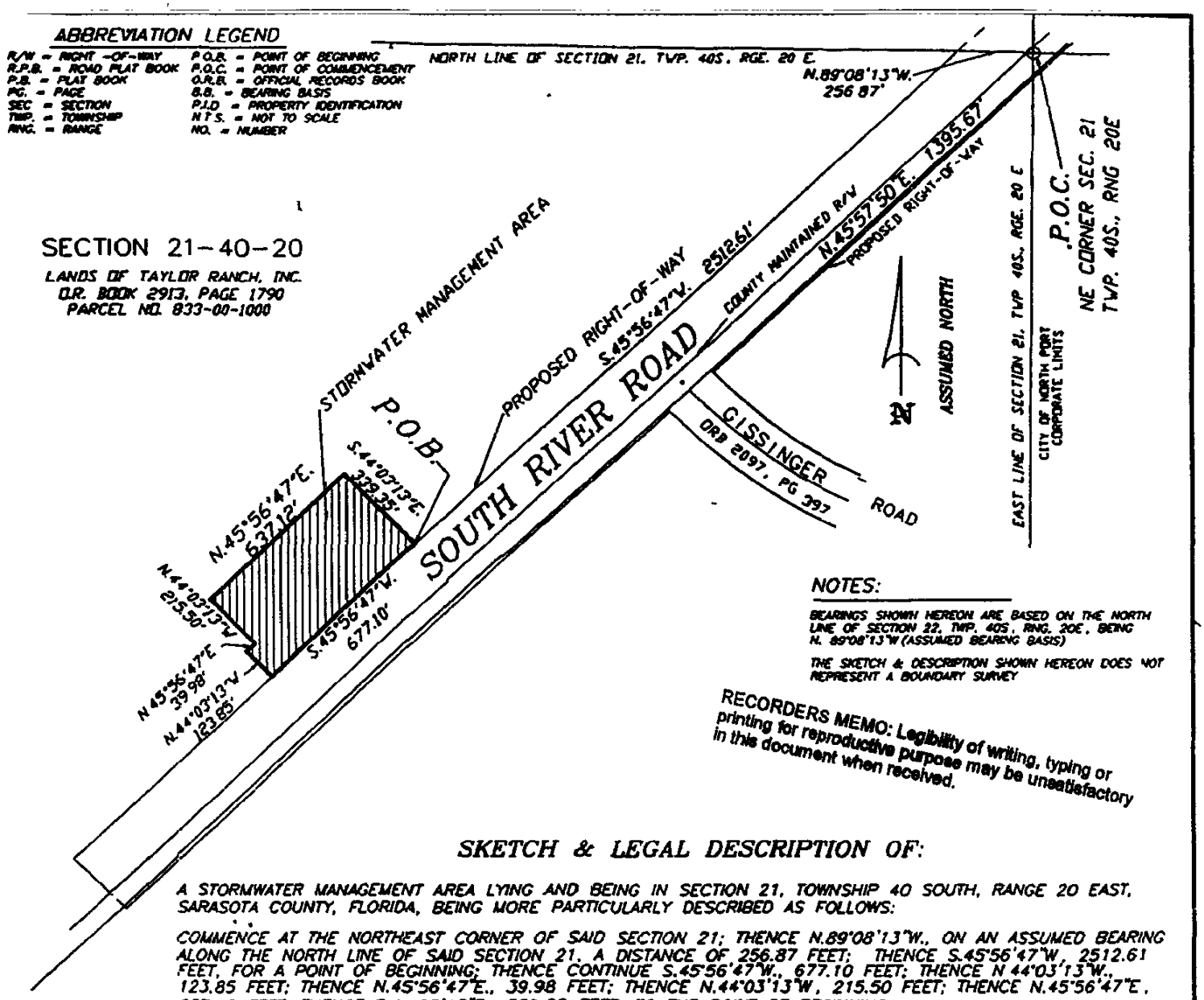
ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REG'N NO. 5027

RIVER ROAD / WINCHESTER BOULEVARD PROJ. NO 95819

PARCEL NO 106-B	DRAWN	RBS	DATE	3/30/00	SCALE 1"=400'
PARCEL CONTAINS 35,287.0 SQ.FT. ±	CHECKED	JF	DATE	4/5/00	FILE NO RIVER106-B

ABBREVIATION LEGEND

R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
P.B. = PLAT BOOK
PG. = PAGE
SEC = SECTION
TWP. = TOWNSHIP
RNG. = RANGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
O.R.B. = OFFICIAL RECORDS BOOK
B.B. = BEARING BASIS
P.I.D = PROPERTY IDENTIFICATION
N.T.S. = NOT TO SCALE
NO. = NUMBER



SECTION 21-40-20

LANDS OF TAYLOR RANCH, INC.
O.R. BOOK 2913, PAGE 1790
PARCEL NO. 833-00-1000

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP. 40S., RNG. 20E., BEING N. 89°08'13"W (ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A STORMWATER MANAGEMENT AREA LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE N.89°08'13"W., ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 256.87 FEET; THENCE S.45°56'47"W., 2512.61 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE S.45°56'47"W., 677.10 FEET; THENCE N.44°03'13"W., 123.85 FEET; THENCE N.45°56'47"E., 39.98 FEET; THENCE N.44°03'13"W., 215.50 FEET; THENCE N.45°56'47"E., 637.12 FEET, THENCE S.44°03'13"E., 339.35 FEET, TO THE POINT OF BEGINNING

PARCEL CONTAINING 221,159.4 SQUARE FEET OR 5.08 ACRES, MORE OR LESS.

STRAYER SURVEYING
& MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL. 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

DATE 10/20/00

ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REG N NO 502"

REVISED 10/16/00

RIVER ROAD / WINCHESTER BOULEVARD PROJ. NO. 95819					
PARCEL NO 106 5	DRAWN	R B S	DATE	4/10/00	SCALE N T S
PARCEL CONTAINS 221,159 4 SQ FT ±	CHECKED	B G R	DATE	4/12/CO	FILE NO. RIVER106 5

ABBREVIATION LEGEND

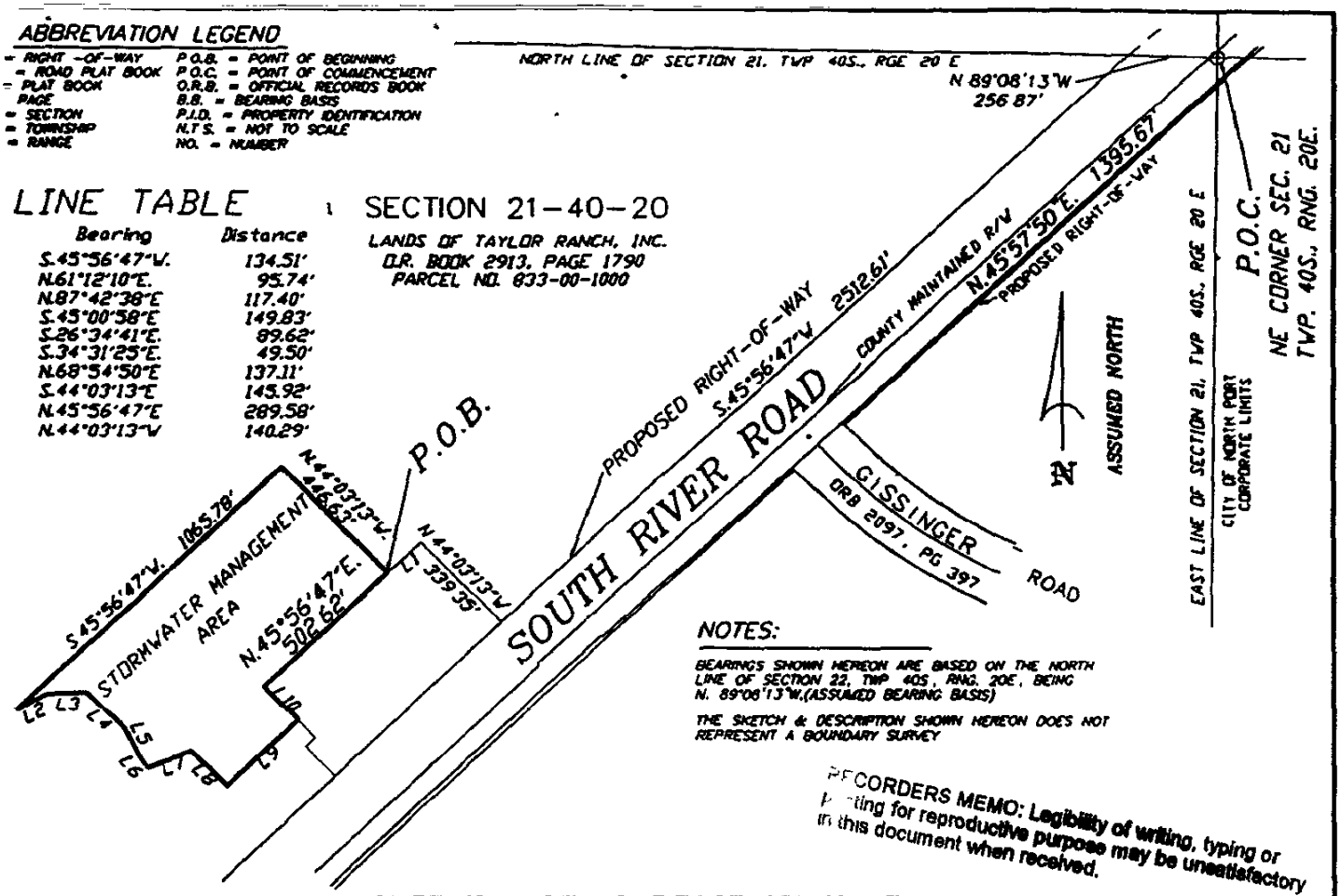
- R/W = RIGHT-OF-WAY
- RD PLAT BOOK = ROAD PLAT BOOK
- PLAT BOOK = PLAT BOOK
- PAGE = PAGE
- SEC = SECTION
- TOWNSHIP = TOWNSHIP
- RANGE = RANGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- B.B. = BEARING BASIS
- P.I.D. = PROPERTY IDENTIFICATION
- N.T.S. = NOT TO SCALE
- NO. = NUMBER

LINE TABLE

Bearing	Distance
S.45°56'47"W.	134.51'
N.61°12'10"E.	95.74'
N.87°42'38"E	117.40'
S.45°00'58"E	149.83'
S.26°34'41"E.	89.62'
S.34°31'25"E.	49.50'
N.68°54'50"E	137.11'
S.44°03'13"E	145.92'
N.45°56'47"E	289.58'
N.44°03'13"W	140.29'

SECTION 21-40-20

LANDS OF TAYLOR RANCH, INC.
O.R. BOOK 2913, PAGE 1790
PARCEL NO. 833-00-1000



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP 40S, RNG. 20E, BEING N. 89°08'13"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A STORMWATER MANAGEMENT AREA LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE N.89°08'13"W., ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 256 87 FEET; THENCE S 45°56'47"W., 2512 61 FEET; THENCE N.44°03'13"W., 339 35 FEET, THENCE S 45°56'47"W, 134 51 FEET, FOR A POINT OF BEGINNING THENCE N.44°03'13"W, 446.63 FEET; THENCE S.45°56'47"W, 1065 78 FEET, THENCE N.61°12'10"E, 95.74 FEET, THENCE N 87°42'38"E, 117.40 FEET, THENCE S 45°00'58"E., 149.83 FEET; THENCE S.26°34'41"E, 89.62 FEET; THENCE S 34°31'25"E., 49.50 FEET, THENCE N 68°54'50"E., 137 11 FEET; THENCE S.44°03'13"E, 145 92 FEET, THENCE N.45°56'47"E., 289 58 FEET; THENCE N 44°03'13"W, 140.29 FEET, THENCE N 45°56'47"E, 502.62 FEET, TO THE POINT OF BEGINNING

PARCEL CONTAINING 443,041 6 SQUARE FEET OR 10 17 ACRES, MORE OR LESS

STRAYER SURVEYING & MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

RT B STRAYER JR
FDA SURVEYOR & MAPPER REG'N NO 5027
DATE 10/20/00

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO 95819					
PARCEL NO 106 5A	DRAWN	R B.S	DATE	10/12/00	SCALE N T S
PARCEL CONTAINS 443 041 6 SQ FT ±	CHECKED	B G.R	DATE	10/18/00	FILE NO RIVER 106 5A

PLOT 1"=500'

OFFICIAL RECORDS INSTRUMENT # 2000172009 PG 8 OF 8

3

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003255516 3 PGS
2003 DEC 23 04:41 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
FMILLER Receipt#415943

2003255516

NON-EXCLUSIVE ACCESS AND MAINTENANCE EASEMENT

THIS EASEMENT, made this 24th day of November, 2003, by and between **FOURTH QUARTER PROPERTIES XXXII, LLC, a Foreign Limited Liability Corporation**, whose mailing address is c/o Thomas Enterprises, Inc, 300 Village Green Circle, Suite 200, Smyrna, GA 30080, hereinafter called the **GRANTOR,** and **SARASOTA COUNTY**, a political subdivision of the State of Florida, hereinafter called **GRANTEE.**

WITNESSETH, that the GRANTOR, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant, unto the GRANTEE, its successors and assigns forever, a Non-Exclusive Ingress/Egress Easement, to access property adjacent to the easement area for construction and maintenance purposes of drainage structures, over and upon the following described land of the GRANTOR, to-wit:

See attached Exhibit "A", attached hereto and made a part hereof

GRANTEE shall indemnify, hold harmless and defend the Fourth Quarter Properties XXXII, LLC, to the extent allowed by law and without waiving the County's right to sovereign immunity and limitations as provided for in Florida Statute Chapter 768.

AND THE GRANTOR covenants with the GRANTEE that it is lawfully seized of said lands, and that it has good, right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

Henry

John

Instrument Prepared by & Returned To:
Real Property Management
Sarasota County

INSTRUMENT # 200325516
3 PGS

IN WITNESS WHEREOF the **GRANTOR** hereunto sets their hand and seal this first date written above.

Signed and Sealed in the presence of two witnesses as required by law:

Fourth Quarter Properties XXXII LLC

Stanley E. Thomas, As Manager

FirstWitness
Print Name: G. Lamar Maddox

Second Witness
Print Name: Katherine Wible

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this 24th day of November, 2003, by Stanley E. Thomas, as manager, on behalf of FOURTH QUARTER PROPERTIES XXXII, LLC, a Foreign Limited Liability Corporation,, who is personally known to me or who has produced _____ as identification and **(did/did not)** take an oath. If no type of identification is indicated, the above-referenced person(s) is personally known to me.

Notary Public

CHERYL J EDWARDS
Print Name
Commission No._____
Expiration Date_____

(SEAL)

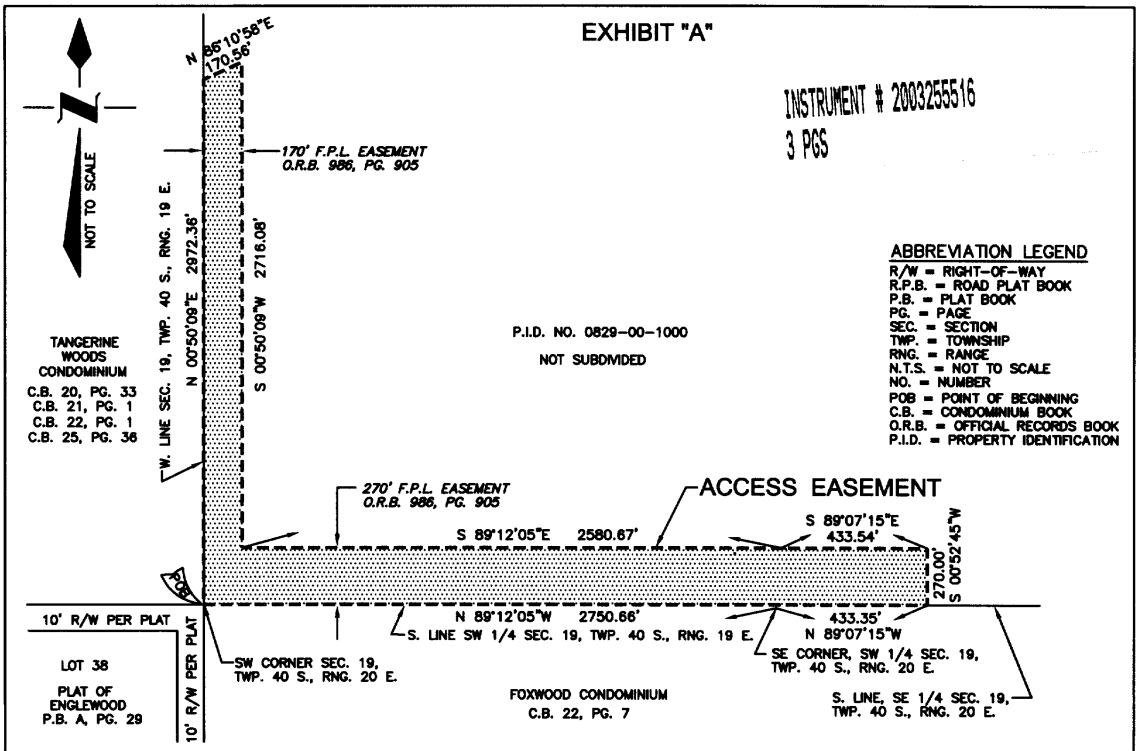
CHERYL J. EDWARDS NOTARY PUBLIC COBB COUNTY GEORGIA EXPIRES 5/27/07

Parcels: 450.08

Prepared By: Lin Kurant, Manager
Public Works/Real Property
Attn: Elizabeth C. Wholeben
1301 Cattlemen Road, Bldg. C
Sarasota, Florida 34232
(941) 861-6868

EXHIBIT "A"

INSTRUMENT # 200325516
3 PGS



That part of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Section 19; thence run North 00°50'09"East along the West line of said Section 19 for a distance of 2972.36 feet; thence run North 86°10'58"East for a distance of 170.56 feet; thence run South 00°50'09"West for a distance of 2716.09 feet; thence run South 89°12'05"East for a distance of 2580.67 feet; thence run South 89°07'15"East for a distance of 433.54 feet; thence run South 00°52'45"West for a distance of 270.00 feet to the intersection with the South line of the Southeast Quarter of said Section 19; thence run North 89°07'15"West along said South line for a distance of 433.35 feet to the Southeast corner of the Southwest Quarter (¼) of said Section 19; thence run North 89°12'05"West along the South line of the Southwest Quarter of said Section 19 for a distance of 2750.66 feet to the Point of Beginning.

Containing 30.3 acres, more or less.

Subject to a 170 foot wide and 270 foot wide Florida Power and Light Easement recorded in Official Records Book 0986, Page 0905 of the Public Records of Sarasota County, Florida.

TERI S. OWEN, SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
STATE OF FLORIDA
1301 CATTLEMEN ROAD
SARASOTA, FLORIDA 34232-9604

STATE OF FLORIDA
No. 5928
REGISTERED SURVEYOR & MAPPER

9-16-03
DATE

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE WEST LINE OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, BEING N 00°50'09"E.
2. SUBJECT TO EASEMENTS OF RECORD.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

ACCESS EASEMENT

NORTH ENGLEWOOD LATERAL

PARCEL NO. 450.08	DRAWN	T.OWEN	DATE	9-16-03	SCALE N.T.S.
PARCEL = 1,320,276.9 Square Feet ±	CHECKED	J.M.	DATE	9-16-03	JOB NO.

I:\SURVEY\NEngLat\p45008.dwg

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003254590 4 PGS
2003 DEC 22 04:43 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
CFOLKINS Receipt#415377

2003254590

Instrument Prepared By & Returned To:
JOHN S. HERRLI
Real Property Manager, Sarasota County

NON-EXCLUSIVE PERMANENT DRAINAGE EASEMENT

THIS EASEMENT, made this 24th day of November, 2003, by and between **FOURTH QUARTER PROPERTIES XXXII, LLC, a Foreign Limited Liability Corporation**, whose mailing address is c/o Thomas Enterprises, Inc, 300 Village Green Circle, Suite 200, Smyrna, GA 30080, hereinafter called the **GRANTOR,** and **SARASOTA COUNTY**, a political subdivision of the State of Florida, hereinafter called **GRANTEE.**

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the **GRANTEE**, its successors and assigns forever, a **NON-EXCLUSIVE PERMANENT DRAINAGE EASEMENT**, for the purpose of storm water drainage, including but not limited to excavation, backfilling and grading, installation of storm water facilities, access, maintenance, repair, replacement, enlargement or removal of the drainage facilities and equipment lying within the easement and right of access, in, over and upon the following described land of the **GRANTOR**, to-wit:

See Exhibit "A", attached hereto and made a part hereof

GRANTEE shall indemnify, hold harmless and defend the Fourth Quarter Properties XXXII, LLC, to the extent allowed by law and without waiving the County's right to sovereign immunity and limitations as provided for in Florida Statute Chapter 768.

GRANTOR covenants with the **GRANTEE** that the **GRANTOR** is lawfully seized of said land in fee simple; that **GRANTOR** has good right and lawful authority to grant this easement and shall take no action to interfere with the **GRANTEE's** lawful use of said easement; that the **GRANTOR** hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

INSTRUMENT # 2003254590
4 PGS

IN WITNESS WHEREOF the **GRANTOR** hereunto sets their hand and seal this first date written above.

Signed and Sealed in the presence of two witnesses as required by law:

Fourth Quarter Properties XXXII LLC

Stanley E. Thomas, As Manager

First Witness
Print Name: G. Lamar Maddox

Second Witness
Print Name: Katherine Wible

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this 24th day of November, 2003, by Stanley E. Thomas, as manager, on behalf of FOURTH QUARTER PROPERTIES XXXII, LLC, a Foreign Limited Liability Corporation,, who is personally known to me or who has produced _____ as identification and **(did/did not)** take an oath. If no type of identification is indicated, the above-referenced person(s) is personally known to me.

Notary Public

CHERYL J EDWARDS
Print Name

Commission No._____
Expiration Date_____

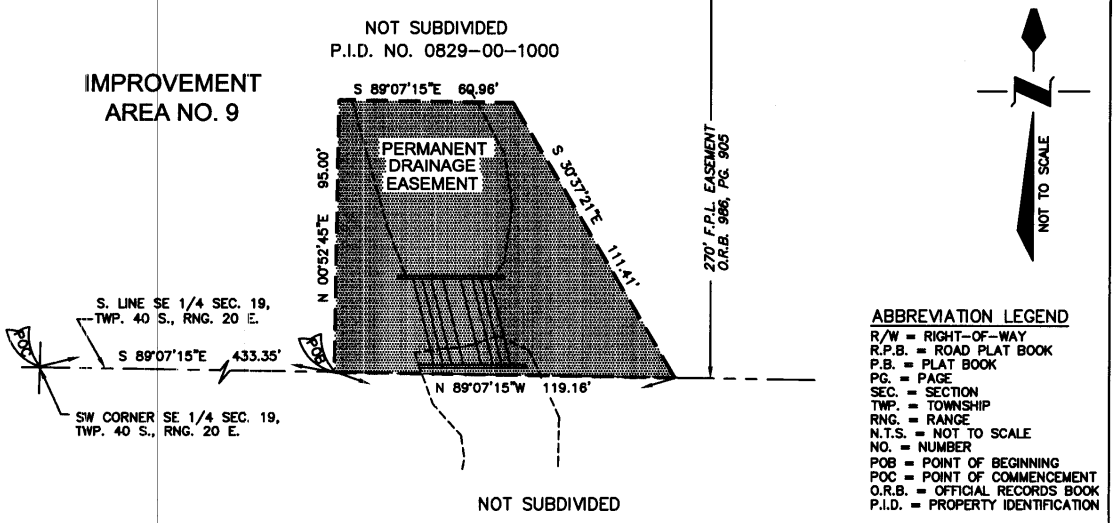
Parcels: 450.01 and 450.01A

Prepared By: Lin Kurant, Manager
Public Works/Real Property
Attn: Elizabeth C. Wholeben
1301 Cattlemen Road, Bldg. C
Sarasota, Florida 34232
(941) 861-6868

CHERYL J. EDWARDS NOTARY PUBLIC COBB COUNTY GEORGIA EXPIRES

INSTRUMENT # 2003254590
4 PGS

EXHIBIT "A"



ABBREVIATION LEGEND
R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
P.B. = PLAT BOOK
PG. = PAGE
SEC. = SECTION
TWP. = TOWNSHIP
RNG. = RANGE
N.T.S. = NOT TO SCALE
NO. = NUMBER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
O.R.B. = OFFICIAL RECORDS BOOK
P.I.D. = PROPERTY IDENTIFICATION

That part of the Southeast Quarter (1/4) of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Southeast Quarter (1/4) of Section 19; thence run South 89°07'15"East for a distance of 433.35 feet to the POINT OF BEGINNING; thence run North 00°52'45"East for a distance of 95.00 feet; thence run South 89°07'15"East for a distance of 60.96 feet; thence run South 30°37'21"East for a distance of 111.41 feet to the intersection with the South line of the Southeast Quarter (1/4) of said Section 19; thence run North 89°07'15"West for a distance of 119.16 feet to the Point of Beginning.

Containing 8555.6 square feet, more or less.

Subject to a 270 foot wide Florida Power and Light Easement recorded in Official Records Book 0986, Page 0905 of the Public Records of Sarasota County, Florida.

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE SOUTH LINE OF THE SOUTHEAST QUARTER (1/4) OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, BEING S 89°07'15"E.
2. SUBJECT TO EASEMENTS OF RECORD.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

TERI S. OWEN, SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
STATE OF FLORIDA
1301 CATTLEMEN ROAD
SARASOTA, FLORIDA 34232-9631

STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

9-16-03
DATE

REVISIONS:
ROTATED BEARING TO MATCH OTHER SKETCHES
T.S.O. 9-16-03

I:\SURVEY\NEngLat\p45001.dwg

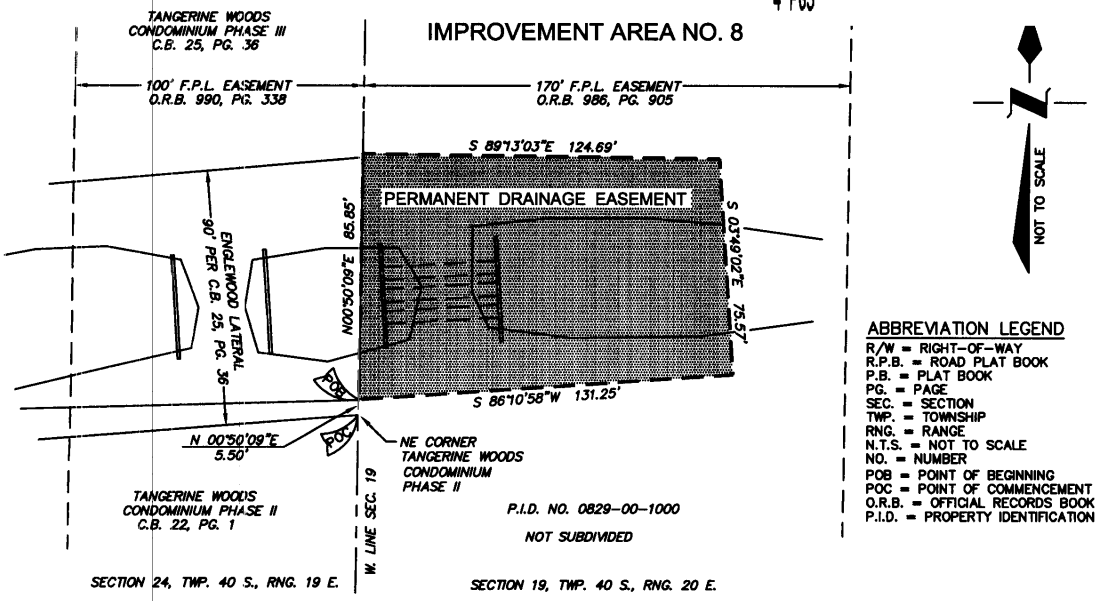
PERMANENT DRAINAGE EASEMENT

IMPROVEMENT AREA NO. 9					
PARCEL NO. 450.01	DRAWN	T.OWEN	DATE	4-29-03	SCALE N.T.S.
PARCEL = 8555.6 Square Feet ±	CHECKED	J.M.	DATE	4-29-03	JOB NO.

INSTRUMENT # 2003254590
4 PGS

EXHIBIT "A"

IMPROVEMENT AREA NO. 8



ABBREVIATION LEGEND
R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
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NO. = NUMBER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
O.R.B. = OFFICIAL RECORDS BOOK
P.I.D. = PROPERTY IDENTIFICATION

That part of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Tangerine Woods Condominium, Phase II, recorded in Condominium Book 22, Page 1 of the Public Records of Sarasota County, Florida; thence run North 00°50'09"East along the West line of said Section 19 for a distance of 5.50 feet to the POINT OF BEGINNING; thence continue North 00°50'09"East for a distance of 85.85 feet; thence run South 89°13'03"East for a distance of 124.69 feet; thence run South 03°49'02"East for a distance of 75.57 feet; thence run South 86°10'58"West for a distance of 131.25 feet to the Point of Beginning.

Containing 10311.3 square feet, more or less.

Subject to a 170 foot wide Florida Power and Light Easement recorded in Official Records Book 0986, Page 0905 of the Public Records of Sarasota County, Florida.

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE WEST LINE OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, BEING N 00°50'09"E.
2. SUBJECT TO EASEMENTS OF RECORD.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

Teri S. Owen

9-16-03
DATE

TERI S. OWEN, SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
STATE OF FLORIDA
1301 CATTLEMEN ROAD
SARASOTA, FLORIDA
941-351-9631

TERI S. OWEN ★ No. 5928 ★ STATE OF FLORIDA ★ REGISTERED SURVEYOR & MAPPER

REVISIONS:
CORRECTED RANGE T.S.O. 9-16-03

I:\SURVEY\NEngLat\p45001a.dwg

PERMANENT DRAINAGE EASEMENT

IMPROVEMENT AREA NO. 8					
PARCEL NO. 450.01A	DRAWN	T.OWEN	DATE	4-29-03	SCALE N.T.S.
PARCEL = 10311.3 Square Feet ±	CHECKED	J.M.	DATE	4-29-03	JOB NO.

Record : 4180.2

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004216589 21 PGS
2004 NOV 12 03:11 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
MTAYLOR Receipt#547100

Prepared by and return to:
Stephen K. Boone, Esquire
Boone, Boone, Boone, Koda & Frook, P.A.
Post Office Box 1596
Venice, Florida 34284

2004216589

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Conditions, Easements and Restrictions ("Declaration") between Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant"), and Gran Paradiso I, LLC, a Florida limited liability company, and Gran Paradiso II, LLC, a Florida limited liability company (hereinafter collectively referred to as "Developer"), is dated and effective as of November 12, 2004.

DECLARATION OF PROTECTIVE COVENANTS

Declarant hereby reserves and declares this Declaration, for the benefit of those properties described on the attached **Exhibit "A"**, incorporated herein by this reference (which properties presently are or may be designated as "Thomas Ranch" by Declarant), and Declarant and Developer hereby covenant and agree that the properties and the estates granted by the Special Warranty Deed from Declarant to Gran Paradiso I, LLC and by Special Warranty Deed from Declarant to Gran Paradiso II, LLC, of even date herewith, and recorded of even date herewith, which property descriptions therein are incorporated herein by reference (collectively hereinafter the "Property"), are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following covenants and restrictions, which shall run with the land and shall be binding upon Developer, the heirs, legal representatives, successors and assigns of Developer, and all parties having or acquiring any right, title, or interest in and to the Property.

ARTICLE I
COMMENCEMENT OF CONSTRUCTION/PLAN APPROVAL

1.1 Plans. Developer proposes to construct a single family and multi-family residential community with approximately 1,999 units (the "Development"). Developer hereby agrees that construction of the Development shall substantially conform with the exterior plans and appearance specifications, if any, approved by Declarant in the manner provided in this Article I.

1.2 Quality of Appearance. The architectural detail and character of the Development will be consistent with the entire Pelican Pointe Golf & Country Club, located in Venice, Florida and will be consistent with Northern Italian and Mediterranean architecture similar to that of the Sam Rodgers models, the Arthur Rutenberg models (constructed by Developer under a franchise agreement with Arthur

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21 PGS

Rutenberg) located in Pelican Pointe Golf & Country Club and the patio homes, duplexes and sixplexes built by Ryland Homes and Westfield Homes in Pelican Pointe Golf & Country Club, pictures of which models and homes are attached hereto as **Exhibit "B"**. The plans for the Development shall comply with the "Product Description" and "Product Characteristics" set forth on the attached **Exhibit "C"**. All utilities serving the Property or the development to be constructed by Developer on the Property (the "Development") or both shall be underground except for temporary utilities for construction purposes and except overhead transmission lines and appurtences thereto that presently exist and except in Florida Power & Light's easement on the western 170' of the Property and for major transmission or distribution lines and appurtenances thereto when natural features or safety or technical concerns necessitate above ground construction or routing, in which case such above ground installations shall be effectively screened by plantings, topography, or placement of buildings or other structures (in compliance herewith), except as presently exist and except for overhead transmission lines and appurtences thereto along the northern boundary line of the Property. All exterior lighting and light structures placed on the Property or in the Development shall be subject to the reasonable approval of Declarant.

1.3 Plan Approval. Construction of the Development or site development of the Property shall not commence unless and until Developer has obtained from Declarant, in the manner set forth herein below, Declarant's unqualified and unconditional approval of any and all preliminary and final exterior plans and appearance specifications, as hereinafter described, relating to such construction of the Development and site development on the Property, including, without limitation, plans and specifications for exteriors, which approval will not be unreasonably withheld, conditioned or delayed. Declarant shall not be deemed to have unreasonably withheld or conditioned its approval if the plans proposed by Developer do not provide for the construction of and access by residents (who pay reasonable dues as necessary for the upkeep and operation of the facilities) to the following amenities: an approximately 20,000 square foot clubhouse, ballroom, fitness center, library, business center, billiard game room, catering kitchen, catering bar, heated swimming pool, spa and sun deck, tennis complex, nature trail system and full-time recreational director, all of appropriate size or with appropriate staff for the Development. The scope of review by Declarant shall be limited to ensuring compliance herewith and to exterior appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with zoning codes or standards, or any similar or dissimilar factors. Commencement of construction prior to receipt of a letter of approval from the Declarant, a copy of which must be signed by the Developer, and returned to the Declarant for retention, is strictly prohibited. All such plans and specifications shall be submitted to Declarant for Declarant's review and approval or disapproval in accordance with Sections 1.4 and 1.5 hereof. Declarant shall have 45 days, or such additional time as is commercially reasonable given the complexity of the plans being submitted, to review and either approve or disapprove all such plans and specifications. If Declarant does not approve any such plans or specifications, Declarant shall give its reasons for disapproval and suggested modifications that it would accept.

1.4 Preliminary Plans and Specifications. Developer will submit to Declarant, for Declarant's review and approval or disapproval, preliminary plans of the Development (including exterior elevation for all different models of homes); specifications for irrigation; specifications for landscapes adjacent to any public right of way or street reasonably expected to be dedicated to public use (each, a "Street"); specifications for exterior materials of the different models of homes within the Development; and a site plan of the Property showing all proposed improvements, grades, curbs, curb cuts, landscaping, lighting, and location of exterior signs adjacent to Streets, and showing the topography before and after development such that drainage can be assessed by Declarant (the "Site Layout"). Within fifteen (15) business days from the date Declarant receives all such preliminary plans and specifications in whole, Declarant will give Developer written notice of Declarant's approval or disapproval thereof, which approval shall not be unreasonably withheld, conditioned or delayed. Any approval by Declarant,

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whether actual or implied, of such preliminary plans or specifications or both shall in no event obligate Declarant to approve the final plans and specifications.

1.5 Final Plans and Specifications. Developer will submit to Declarant, for Declarant's review and approval or disapproval, final plans, specifications and samples (if the same materially deviate from the preliminary plans and specifications) which shall include, without limitation, working drawings of the exteriors of the different models of homes, final specifications of exterior materials of the homes, working drawings of the elevation of the different models of homes and all sides thereof, detailed landscaping plans for landscaping adjacent to Streets, and detailed plans for exterior signs and for lighting. Within fifteen (15) business days from the date Declarant receives all such final plans and specifications, Declarant will give Developer written notice of Declarant's approval or disapproval thereof which approval shall not be unreasonably withheld, conditioned or delayed. The construction of the Development and the development of the site shall be in strict compliance with said final plans and specifications submitted to and approved by Declarant, if any.

1.6 Additional Construction. From and after the time the Development is completed in accordance with the provisions hereof Developer will not construct any additional buildings without first procuring Declarant's reasonable consent to the exterior components thereof.

1.7 Modification to Development. Any material modifications of the exterior of the homes or of the site development of the Property subsequent to Declarant's approval of the final plans and specifications in accordance with Section 1.5 will be in character with the final plans and specifications so approved by Declarant and compatible with the architecture of other similar structures. Developer shall make no material and adverse modification nor shall it permit any material and adverse modification unless and until Developer first obtains Declarant's approval of preliminary and final plans and specifications therefor. Declarant's approval of such preliminary and final plans and specifications shall be obtained in the same manner set forth in Section 1.3.

1.8 Signs. Declarant shall be entitled to review and approve or disapprove of any signs (free-standing or placed on the exterior of any other improvement) that Developer proposes to place or proposes to permit to be placed adjacent to any streets; provided, however, that Developer shall have no right to approve or disapprove as to the content only of any sign that reasonably relates to the sales or marketing of real property interests on the Property. Any exterior sign(s) adjacent to streets must be monument signs only; no pylon signs shall be allowed. All signage shall conform to applicable City of North Port, Sarasota County and Florida state law.

1.9 Entryway Features. The entryways off of U.S. 41, West Village Parkway and River Road shall be located at and comply with the standards of architectural detail, appearance and character as are set forth in the West Villages Village District Pattern Book, as may revised or amended (on file with the City of North Port) and with any and all gateway features and standards as may be required by the City of North Port; additionally, Developer shall provide any and all welcome signs as may be requested by the City of North Port.

1.10 Disapproval of Plans. If Declarant ever reasonably disapproves any preliminary or final plans or specifications relating to the Development or of any modification of the Development or of the site development, or disapproves of any other plans or specifications required to be submitted hereby, Declarant shall specify in detail those objections which Declarant may have to same. If Declarant shall disapprove the preliminary or final plans and the parties are unable to agree upon such final plans, Developer shall amend said plans to meet Declarant's reasonable objections.

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1.11 Master Pattern Book; Taxing District. Notwithstanding anything herein to the contrary, the Development shall comply fully with the West Villages Village District Pattern Book (as may be revised or amended) on file with the city of North Port and with any and all laws, regulations, rules and requirements of the special taxing district (i.e. the West Villages Improvement District, as may be revised) that does or will apply to the Development and the Property (including, without limitation any easements, drainage features and maintenance responsibilities). Declarant shall decide in its sole discretion whether such compliance has been met and shall have the option not to approve any and all plans described in this Article I if such compliance has not been met.

ARTICLE II
DRAINAGE AND UTILITIES

General Drainage, Sewage, and Utilities Provisions. Without limiting any other provision herein:

2.1 In connection with the construction of the Development and of any modifications thereof and of any additional buildings and with the site development of the Property, Developer shall make such provision for drainage, sewage and utilities of the Property (and any improvements) and easements for same as is satisfactory to Declarant and as required by Declarant (and such provision shall be a part of the aforementioned preliminary and final plans) and to any appropriate county, municipal or governmental agencies having authority over such construction and development. Without limiting the immediately preceding sentence, Developer shall be required to grant easements for common drainage that may cross parcel boundaries. Further, Developer hereby covenants and agrees to hold Declarant harmless against any and all loss, cost, damage, or injury which Declarant shall ever suffer or endure because of Developer's failure to make adequate provisions for drainage of the Property after said proposed construction and development. Declarant agrees that "adequate provisions for drainage" in this Article 2.1 shall mean a drainage plan that meets all applicable governmental regulations at the time of permitting, receives all necessary permits, is constructed according to said permits, and is appropriately maintained.

2.2 Existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots, unless approved by the adjacent lot owner(s) and/or the proper government authorities and shall not be altered so as to prevent the current or future flow of water from south of highway U.S. 41 north across the Property. All water systems and infrastructure shall be constructed and capable for potable and irrigation use.

ARTICLE III
RESTRICTIONS ON USE

3.1 Use Restrictions. The Property shall only be used for residential, recreational and related purposes, as such related purposes are permitted under the Comprehensive Plan for the City of North Port and the zoning in effect as of the date hereof (as they relate to residential and residential purposes only); no purposes besides residential, recreational and related purposes as described above shall be allowed.

3.2 Nuisances. Without limiting the foregoing, no noxious, offensive, or illegal activities shall be carried on upon any parcel nor shall anything be done on any parcel, which may be or may become an annoyance or nuisance to the Property area.

3.3 Water Wells. No water wells on the Property shall be dug, constructed or tolerated on the Property without the prior written authorization of Declarant. Additionally, Declarant hereby retains an easement over the Property for the installation of wells at locations reasonably satisfactory to Developer

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in order to provide water for a potable water facility; said easements shall include, without limitation, the right to install and maintain a system of pipes to transport the water to the potable water facility. The easements set forth in this Section 3.3 (and elsewhere herein) shall be appurtenant to the land and shall run with the land in perpetuity.

3.4 Antennas. Without limiting the foregoing, all outside radio, television and satellite antennas and satellite dishes shall be properly screened.

3.5 Trash. Without limiting the foregoing, no trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage or other waste shall not be kept on the Property, except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material as not to be visible from any road or lake within sight distance of the parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

3.6 Setbacks. All setback requirements of Declarant and applicable law shall be met and not violated.

ARTICLE IV
NOTICE OF ACTIVITIES

Developer hereby covenants and agrees to include in all contracts of sale pursuant to which all or any portion of the Property is sold a Notice as to On-Site and Off-Site Activities in the form attached hereto as **Exhibit "D"** (the "Notice of Activities"). Developer further agrees that it shall be a condition to the consummation of any sale of all or any portion of the Property that the purchaser execute and deliver to Developer a Notice of Activities, and that upon the receipt of any such executed Notice of Activities that Developer will provide Declarant with a copy thereof and a certification with respect thereto.

ARTICLE V
EASEMENTS

5.1 Ingress and Egress. In addition to any easements (present or future) that may be required pursuant to Article 2 or Article 3 above or elsewhere herein, Declarant hereby establishes for the benefit of, and grants and conveys to Developer a perpetual, non-exclusive easement appurtenant to the Property for passage and use for ingress, egress and passage (but not parking), as appropriate, upon, over and across all of those sidewalks, entrances, drives (but not separate driveways), lanes, streets and rights of way that have not been dedicated to accepted by the City of North Port or Sarasota County providing access to all or any portion of the Property which are now or may hereafter from time to time be used for pedestrian or vehicular traffic.

5.2 Utility and Drainage Easements. In addition to any easements that may be required pursuant to Article 2 or Article 3 above or elsewhere herein, Developer hereby establishes for the benefit of and grants and conveys to Declarant (and the property described in Exhibit "A") a perpetual, non-exclusive easement appurtenant to the property for the purpose of installation, maintenance, repair and use, as Declarant may deem necessary, of those storm water and drainage utilities where they presently exist and hereafter may exist on the Property based on good engineering principals and requirements of applicable governmental agencies and for the purpose of allowing joint use of any wetlands that may cross property boundaries for storm water use; provided, however, that (a) all such work shall be performed in such a manner and at such times as will cause a minimum of disruption to the operation of

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21 PGS

any business or use of real property burdened hereby and (b) any and all damage to the burdened property shall be promptly repaired and restored to the condition that existed prior to the performance of such work, and the Declarant shall indemnify, defend and hold Developer harmless from any cost, expense, liability, claim or lien associated with such work or use.

5.3 Drainage Easement in Favor of Developer. Declarant hereby establishes for the benefit of and grants and conveys to Developer a perpetual, non-exclusive easement over those portions of the property described on Exhibit "A" where storm water and drainage utilities presently exist and hereafter may exist downstream of the Property based on good engineering principals and requirements of applicable governmental agencies for the purpose of repair of such utilities, if such storm water and drainage utilities benefit the Property and if necessary; provided, however, that (a) all such work shall be performed pursuant to plans approved in accordance with Article I hereof and in such a manner and at such times as will cause a minimum of disruption to the operation of any business or use of real property burdened hereby and (b) any and all damage to the burdened property shall be promptly repaired and restored to the condition that existed prior to the performance of such work, and the Developer shall indemnify, defend and hold Declarant harmless from any cost, expense, liability, claim or lien associated with such work or use.

ARTICLE VI
GENERAL RESTRICTIONS

In addition to other restrictions that may be contained in the aforementioned Special Warranty Deed:

6.1 Nuisances. No noxious, offensive, or illegal activities shall be carried on upon any parcel nor shall anything be done on any parcel, which may be or may become an annoyance or nuisance to the Property area.

6.2 Mining, etc. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon the Property and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on the Property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property.

6.3 Trash. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage or other waste shall not be kept on the Property, except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material as not to be visible from any road or lake within sight distance of the parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

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21 PGS

ARTICLE VII
ENFORCEMENT

7.1 In the event of a violation of breach of any of these restrictions, or any amendments thereto by any property owner, or agent of such owner, Declarant, its successors and assigns, or any other party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other charges, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a difference violation. Declarant shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

ARTICLE VIII
DURATION AND AMENDMENT

8.1 The restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of Declarant and any owner (present or future) of any of the property described in Exhibit "A," their respective legal representatives, heirs, successors and assigns, and to the benefit of the property described in Exhibit "A," for the maximum period of time allowed by Florida law from the date hereof, unless waived in writing by Declarant.

8.2 Declarant shall be entitled to reduce the property that is benefited by this Declaration without the consent of Developer; any other changes to this Declaration may be made by Declarant with the prior written consent of Developer, which consent shall not be unreasonably conditioned, delayed or withheld.

ARTICLE IX
NO RECIPROCAL NEGATIVE EASEMENTS; ADJACENT LAND ACTIVITIES

9.1 Declarant and Developer covenant and agree that the hereinabove provided restrictions shall not encumber or restrict or burden, either as reciprocal negative easements or as implied covenants or as restrictive covenants or as equitable servitudes or as any other right or interest or claim, any other properties owned in part or entirely by Declarant and which may benefit from the hereinabove provided restrictions, it being the intention of Declarant and Developer that only the Property shall be restricted hereby.

9.2 Any and all owners of the Property and any portion thereof shall not object in any way to any legal use activities of Declarant on any and all of the property that is adjacent to the Property and that is described on **Exhibit "A"** hereto and incorporated herein by reference.

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21 PGS

ARTICLE X
SEVERABILITY

10.1 Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and every combination of the restrictions. Invalidation by any court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

(Signatures appear on following pages)

INSTRUMENT # 2004216589
21 PGS

Signed, sealed and delivered
by Declarant in the presence of:

Witness

Witness

DECLARANT: FOURTH QUARTER
PROPERTIES XXXII, LLC

By: (SEAL)
Stanley E. Thomas, Manager

STATE OF GEORGIA }
COUNTY OF COWETA }

THE FOREGOING INSTRUMENT was acknowledged before me this 12 day of November, 2004 by Stanley E. Thomas, manager of Fourth Quarter Properties XXXII, LLC, on behalf of the corporation and the partnership, who is personally known to me or who has produced a driver's license as identification.

Notary Public
CHERYL J EDWARDS
Print Notary Name
My Commission Expires:

Notary Seal

CHERYL J. EDWARDS NOTARY PUBLIC EXPIRES 2/27/07 COBB COUNTY GEORGIA

INSTRUMENT # 2004216589
21 PGS

Signed, sealed and delivered
by Developer in the presence of:

DEVELOPER: GRAN PARADISO I, LLC,
a Florida limited liability company

By: _____
Print: Sam R. Rodgers
Title: Manager

Witness

Witness

(CORPORATE SEAL)

STATE OF Florida }
COUNTY OF Sarasota }

THE FOREGOING INSTRUMENT was acknowledged before me this 12 day of November, 2004 by Sam R. Rodgers, as Manager, on behalf of Gran Paradiso I, LLC, who is personally known to me or who has produced a driver's license as identification.

Notary Public

Stephen K. Boone

Print Notary Name

My Commission Expires: 4-26-08

Notary Seal

Stephen K. Boone
Commission #DD300204
Expires: Apr 26, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

{00046433 v 3}

INSTRUMENT # 2004216589
21 PGS

Signed, sealed and delivered
by Developer in the presence of:

DEVELOPER: GRAN PARADISO II, LLC,
a Florida limited liability company

By: _____
Print: Sam R. Rodgers
Title: Manager

Witness

Witness

(CORPORATE SEAL)

STATE OF Florida }
COUNTY OF Sarasota }

THE FOREGOING INSTRUMENT was acknowledged before me this 12 day of November, 2004 by Sam R. Rodgers, as Manager, on behalf of Gran Paradiso II, LLC, who is personally known to me or who has produced a driver's license as identification.

Notary Public

Stephen K. Boone

Print Notary Name

My Commission Expires: 4.26.08

Stephen K. Boone
Commission #DD300204
Expires: Apr 26, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Seal

R61-9842 declarecov

INSTRUMENT # 2004216589
21 PGS

DESCRIPTION:

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 35, LESS and EXCEPT the following:
The right-of-way for U. S. Highway # 41 (State Road # 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page762, Public Records of Sarasota County, Florida.

All of Section 36, LESS and EXCEPT the following:
The right-of-way for U. S. Highway # 41 (State Road # 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page762, Public Records of Sarasota County, Florida.
That portion conveyed in Official Record Book 2020, Page 2228, Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2955, Page 1891, Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2913, Page 1787, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2002189211, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2003001867, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2003171392, Public Records of Sarasota County, Florida.

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

All that part of Section 21, as lies Southwesterly of County Road # 777 (West River Road).

All that part of Section 28 lying West of County Road # 777 (West River Road).

All of Section 29, less and except the following:
Right-of-way for U. S. Highway # 41 (State Road # 45).

All of Section 30, less and except the following:
Right-of-way for U. S. Highway # 41 (State Road # 45);
That parcel conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida.

All of Section 31, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
Any portion of lands conveyed to DiVosta and Company, Inc. per Official Records

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Instrument No. 2003259292.

f Section 32, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
That portion conveyed in Official Record. Book 2785, Page 634 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 1571, Page 2172 of the Public Records of Sarasota County, Florida;
Right-of-way for Pine Street Extension as recorded in Official Record Book 2536, pages 811-974 of The Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta and Company, Inc. per Official Records Instrument No. 2003259292.

ll of Section 33 lying West of County Road # 777, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
That portion conveyed in Official Record Book 1571, Page 2172; of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No.1998166154 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2469, Page 451-454 of the Public Records of Sarasota County, Florida.

The South ½ of Section 34, lying West of the Myakka River, and that part of the NW 1/4 of the SW 1/4 of NW 1/4 lying West of County Road # 777, less and except the following:
The North ½ of the NW 1/4 of the SW 1/4;
The NW 1/4 of the NE 1/4 of the SW 1/4;
The maintained right-of-way of South River Road;
The right-of-way of County Road # 777 (as realigned) as per Official Record Book 2679 at Pages 2750-2754;
That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No. 1999111833, of the Public Records of Sarasota County, Florida.

All of Section 35 lying West of the Myakka River.

IN TOWNSHIP 40 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA:

All of section 1, less and except the following:
The SE 1/4 of the SW 1/4.

All of section 2, less and except the following:
The SW 1/4 of the NW 1/4.

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

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I of Section 3, less and except the following:
That portion conveyed in Order of Taking recorded in Official Record Book 2679, Page 2750-2754, of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida;
The maintained right-of-way of County Road #777 (South River Road).

All of Section 4.

All of Section 5, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta Homes, L.P. per Official Records Instrument No. 2004012753.

All of Section 6, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta Homes, L.P. per Official Records Instrument No. 2004012753.

All of Section 7, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 8.

All of Section 9.

All of Section 10, less and except the following:
The maintained right-of-way for County Road # 777 (South River Road)

All of Section 15, less and except the following:
The maintained right-of-way for County Road # 777 (South River Road)

All of Section 17, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536 Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 253 Pages 811-974, of the Public Records of Sarasota County, Florida.

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All of Section 20, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida;
Maintained right-of-way for County Road # 777 (South River Road).

All of Section 21, less and except the following:
Maintained right-of-way for County Road # 777 (South River Road);
The SW 1/4 of the SE 1/4;
The North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road # 777 (South River Road) right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida.

ALSO LESS LANDS IN SECTIONS 29 AND 30, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA. DESCRIBED AS FOLLOWS:

A part of Sections 29 and 30, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

BEGIN at the Northwest corner of Section 30, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.89°53'13"E., along the North line of the Northwest Quarter of said Section 30, a distance of 2,585.33 feet to the North Quarter Corner of said Section 30; thence continue S.89°53'13"E., along the North line of the Northeast Quarter of said Section 30, a distance of 2,585.33 feet to the Northwest corner of Section 29, Township 39 South, Range 20 East; thence S.89°37'07"E., along the North line of the Northwest Quarter of said Section 29, a distance of 2,588.17 feet to the North Quarter Corner of said Section 29; thence S.89°37'21"E., along the North line of the Northeast Quarter of said Section 29, a distance of 1,857.18 feet; thence leaving said North line of the Northeast Quarter of Section 29, a bearing of South, a distance of 1,128.57 feet; thence S.22°49'39"W., a distance of 1319.92 feet; thence N.89°48'27"E., a distance of 1171.67 feet to a point on a non-tangent curve to the left, having a radius of 1,079.00 feet, a central angle of 20°09'50", a chord bearing of S.10°08'19"W., and a chord length of 377.77 feet; thence southwesterly along the arc of said curve, an arc length of 379.73 feet; thence S.00°01'36"E., a distance of 16.56 feet; thence S.89°52'29"W., a distance of 802.97 feet; thence S.43°53'57"W., a distance of 1027.32 feet; thence S.43°11'09"W., a distance of 379.89 feet; thence S.44°11'28"W., a distance of 636.94 feet; thence S.32°40'52"W., a distance of 218.86 feet; thence S.28°34'57"W., a distance of 815.30 feet; thence S.13°10'59"W., a distance of 85.47 feet; to the North Right of Way line of U.S. Highway No. 41 (State Road No. 45); thence along said North Right of Way line of U.S. Highway No. 41, the following sixteen (16) courses: (1) N.80°32'30"W., a distance of 16.74 feet; (2) thence N.89°38'31"W., a distance of 75.08 feet; (3) thence S.81°16'04"W., a distance of 101.27 feet; (4) thence N.89°38'31"W., a distance of 899.50 feet; (5) thence N.80°33'06"W., a distance of 101.27 feet; (6) thence N.89°38'31"W., a distance of 74.93 feet; (7) thence S.81°07'09"W., a

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distance of 99.66 feet; (8) thence N.89°38'31"W., a distance of 826.17 feet; (9) thence N.80°33'06"W., a distance of 101.27 feet; (10) thence N.89°38'31"W., a distance of 74.98 feet; (11) thence S.81°17'32"W., a distance of 101.54 feet; (12) thence N.89°38'31"W., a distance of 2,873.19 feet; (13) thence N.80°32'00"W., a distance of 101.07 feet; (14) thence N.89°38'31"W., a distance of 80.07 feet; (15) thence S.81°15'37"W., a distance of 101.19 feet; (16) thence N.89°38'31"W., a distance of 1,664.53 feet, to the monumented boundary line of lands described in Official Records Book 1036, at Page 802 of the Public Records of Sarasota County, Florida; thence along said monumented boundary line of lands described in Official Records Book 1036, at Page 802, the following five (5) courses: (1) N.00°28'29"E., a distance of 850.78 feet; (2) thence S.89°42'21"E., a distance of 349.86 feet; (3) thence N.00°29'37"E., a distance of 400.03 feet; (4) thence N.89°43'04"W., a distance of 400.02 feet; (5) thence S.00°28'45"W., a distance of 1,250.67 feet to said North Right of Way line of U.S. Highway No. 41; thence along said North Right of Way line of U.S. Highway No. 41, N.89°38'31"W., a distance of 54.39 feet; thence continue along said North Right of Way line of U.S. Highway No. 41, N.80°31'12"W., a distance of 68.08 feet to the West line of the Southwest Quarter of said Section 30; thence N.00°02'57"W., along said West line of the Southwest Quarter of Section 30, a distance of 2550.65 feet to the West Quarter corner of said Section 30; thence N.00°06'22"W., along the West line of the Northwest Quarter of said Section 30, a distance of 2633.66 feet to the POINT OF BEGINNING.

Exhibit B

Single Family -
Monterey - SRR

Single Family -
St.Tropez II - ARH

Single Family -
Nassau - ARH

Single Family -
Bonaire II - ARH

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Exhibit B - Ownership Documentation

Exhibit B

6 - Plex Villas

Paired Villas

4 - Plex Villas

Patio Homes

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Exhibit B - Ownership Documentation

Exhibit B

Patio Home

Single Family -
Siesta II - SRR

Patio Home

Single Family -
Catalina - SRR

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EXHIBIT C

Definitions of "Product Description" and "Product Characteristics"

Product Description

The community will contain segregated arcas with the following product descriptions:

6-Plex Product will be sized at approximately 1,500 sq.ft. with 2 bedrooms and den configurations and have an average minimum price of $200,000.00.

Townhouses will be duplex product sized at approximately 1,600-1,800 sq.ft. and have an average minimum price of $275,000.00.

Villas will be smaller single family homes sized at approximately 1,800 – 2,300 sq.ft. and have an average minimum price of to $350,000.00. The lot size will be 55 x 120.

Single Family Homes will be sized at approximately 2,200 – 2,700 sq.ft. and have an average minimum price of $450,000.00. The lot size will be 70 x 120.

Luxury Homes will be sized at approximately 2,500 – 3,500 sq.ft. and have an average minimum price of $800.000.00. The lot size will be 80 x 120.

Product Characteristics

All buildings will be concrete block/stucco construction with mandatory tiled roofs. The architectural theme will be northern Italian and Mediterranean and will be similar in all neighborhoods in order to convey a similar community feeling.

All homes, including the 6-plex product and townhouses, will have 2-car garages with paver driveways recommended.

Each home will have a standard landscaping package which is at least 50% in excess of the usual standard package.

The lawn will consist of floratam sod with a standard irrigation system with the lawn being maintained in a uniform manner through out the community by the association in order to maintain a common well kept appearance of the entire community.

As in our present communities, the covenants will contain strong architectural and maintenance provisions to insure that the community will always maintain high standards

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EXHIBIT D

OWNER AND OTHERS, WHETHER RELATED OR UNRELATED, MAY FROM TIME TO TIME CONDUCT RESIDENTIAL DEVELOPMENT AT URBAN DENSITIES CONTAINING SINGLE-FAMILY AS WELL AS MULTI-FAMILY DWELLING UNITS, COMMERCIAL DEVELOPMENT, DEVELOPMENT OF RECREATIONAL AMENITIES INCLUDING BUT NOT LIMITED TO GOLF COURSES, OTHER DEVELOPMENT, CONSTRUCTION, RANCHING, FARMING, AGRICULTURAL, MINING, BORROW PIT DEVELOPMENT, COMMUNICATION TOWER DEVELOPMENT AND OTHER ACTIVITIES NOT NORMALLY ASSOCIATED WITH A LOW-DENSITY RESIDENTIAL NEIGHBORHOOD, EITHER WITHIN, NEARBY OR WITHIN SIGHT OR SOUND OF THE PROPERTY. SUCH ACTIVITIES MAY INCLUDE SITE CLEARING (INCLUDING THE REMOVAL OF LARGE AMOUNTS OF TREES OR BRUSH), BLASTING, BURNING, KEEPING LIVESTOCK, SPRAYING, FERTILIZING, EARTH MOVING, TRAFFIC-GENERATING AND OTHER PRACTICES CREATING UNSIGHTLY CONDITIONS, NOISE (AT ALL HOURS) AND DISTURBING ODORS.

ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY NOTIFIED OF THE FOREGOING ACTIVITIES AND, BY ACCEPTANCE OF TITLE TO THE PROPERTY OR MAKING ANY USE THEREOF, AUTOMATICALLY ACKNOWLEDGE, STIPULATE AND AGREE (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY, (ii) THAT NONE OF THE AFORESAID ACTIVITIES ARE CONSIDERED INCOMPATIBLE WITH THE OCCUPANT'S OR USER'S USE OF THE PROPERTY, (iii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTIES WITHIN OR IN PROXIMITY TO THE AREAS WHERE SUCH ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iv) OWNER AND ANY OTHER PARTY CONDUCTING OR PARTICIPATING IN SUCH ACTIVITIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) THIS ACKNOWLEDGEMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO OWNER TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE PROPERTY.

(4)

160785A
RETURN TO:
First American Title Ins. Co.
25400 US 19 N, Suite 135
Clearwater, FL 33763

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RECORDED IN OFFICIAL RECORDS
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2005 SEP 01 05:07 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
CEAGLETG Receipt#680013

2005197548

Prepared by ~~and return to~~
Jeffrey Boone, Esq.
Boone, Boone, Boone, Koda & Frook, P.A.
Post Office Box 1596
Venice, Florida 34284

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Conditions, Easements and Restrictions (the "Declaration") is made and made effective by Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant"), this 31st day of August 2005.

DECLARATION OF PROTECTIVE COVENANTS

Declarant hereby reserves and declares this Declaration for itself and for the benefit of those properties described on the attached **Exhibit "A"**, attached hereto and incorporated herein by this reference ("FQP 32 Land"). The property and the estates to be granted by Declarant to Tuscano, LLC (the "Developer"), a Florida limited liability company, in that certain Special Warranty Deed of even date herewith, and those properties and estates granted by Clyde H. Wilson, Jr. and Elbert C. Weaver, respectively, in those certain Special Warranty Deeds of even date herewith, all of which property is described in **Exhibit "B"**, attached hereto and incorporated herein by this reference (the "Property"), shall be subject to and held, conveyed, hypothecated, encumbered, rented, used, occupied and improved subject to the following covenants and restrictions, which shall run with the land and shall be binding upon Developer, and its successors and assigns, and all parties having or acquiring any right, title or interest in or to the Property.

ARTICLE I
LANDSCAPING, ENTRYWAY, SIGNAGE, & GATEWAY FEATURE IMPROVEMENTS & STANDARDS; SITE PLAN

1.1 Landscaping within Public Rights-of-Way, Adjacent to Public Rights-of-Way and Perimeter Buffering of the Property; Site Plan. Developer proposes to develop the Property into a residential subdivision as permitted under the Development of Critical Concern Zoning ("DOCC") that applies to the Property (and other property in Sarasota County), which includes FURRZ/PUD, RE1/PUD and CRZ. As used herein, the "Landscape Development" shall mean the construction of landscaping within and contiguous to the public rights-of-way of Venice East Boulevard, US41 and Manasota Beach Road contiguous to or internal to the Property; and any landscaping located along the perimeter of the Property. The Landscape Development shall substantially conform to the plans, specifications and

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requirements of the DOCC, the West Villages Improvement District Pattern Book, and the quality and appearance of the perimeter landscaping of Village Walk development contiguous to and within the Honore Avenue right-of-way in Sarasota County, Florida, based upon the Site Plan **(defined below).**

Further, the Property shall be developed consistent with that certain site plan attached hereto as **Exhibit "C"** and incorporated herein by reference (the "Site Plan"). Any modification to the Site Plan that constitutes a major modification to the DOCC shall require the prior written approval of Declarant.

1.2 Entryway Features and Signage within Public Rights-of-Way, Adjacent to Public Rights-of-Way and Along the Perimeter of the Property. As used herein, the "Entryway Feature and Signage Development" shall mean the construction of entryway features and signage within and contiguous to the public rights-of-way of Venice East Boulevard, US41 and Manasota Beach Road contiguous to or internal to the Property; and any signage located on the perimeter of the Property. The Entryway Feature and Signage Development shall substantially conform to the plans, specifications and requirements of the DOCC, the West Villages Improvement District Pattern Book, and the quality and appearance of the entryway feature for the Colonial Country Club in Lee County, Florida. Without limiting the foregoing, all entryway features and signage shall be monument type and comprised mainly of rock or masonry material (no more than 10% stucco or similar material). No pylon signs will be allowed. Notwithstanding the foregoing, non-monument directional signs shall be acceptable and shall conform to the standards and requirements of the West Villages Improvement District Pattern Book.

1.3 Gateway Feature Easement. Developer will reserve for the Declarant, and its successors and assigns three ingress and egress easements in, over and within the approximate portions of the Property that lie within the areas depicted on **Exhibit "D"** attached hereto and incorporated herein by this reference, for the purpose of installing and maintaining, at Declarant's expense, a gateway feature(s) or sign(s). Such gateway feature and/or sign(s) shall be consistent with West Villages Improvement District Pattern Book and the overall appearance and quality of other gateway features or signs within West Villages Improvement District as may be constructed (which shall be mainly comprised of rock or masonry material, with no more than 10% stucco or similar material). The easements will be recorded by the Developer simultaneously with the recordation of the public right-of-way for Manasota Beach Road. The easements will be contiguous to the aforementioned right-of-way and the eastern and western Property boundaries and on the east will consist of two areas approximately 75 feet by 75 feet on the north and south side of the right-of-way and on the west will consist of one area approximately 75 feet by 75 feet on the north side of the right-of-way.

ARTICLE II
WATER USE

The Developer will reserve for the Declarant, and its successors and assigns, nine (9) groundwater well locations and associated raw water mains ("Wells") for purposes of groundwater withdrawal from the intermediate aquifer only. Declarant hereby reserves for itself and its successors and assigns the right to conduct agricultural withdrawals from the Wells and further reserves for the West Villages Improvement District and/or its successors and assigns the right to conduct withdrawals from Wells that are intended to be used as a component of a water supply source ("Withdrawals"). Developer may construct a well(s) in the Upper Floridian Aquifer for use as a standby source of irrigation and may withdrawal from said well(s) if and only if adequate reuse (effluent) from Sarasota County and surface water bodies (lakes) irrigation sources are not available, and provided that the withdrawal from said well(s) does not substantially interfere with the Withdrawals. The approximate locations of the Wells to facilitate the Withdrawals are depicted on **Exhibit "E"** attached hereto and incorporated herein by reference. The Declarant must provide to the Developer hydrogeological modeling for the Wells withdrawals, signed and

sealed by a professional geologist certified by the State of Florida, and copies of the required governmental permits and approvals prior to the construction of Wells. The modeling must demonstrate drawdown of the surficial aquifer of less than one foot under conditions of peak withdrawal for 90 days with no recharge.

If Developer wishes to construct a water supply well(s) in or withdrawal water from any other aquifer, Developer must first obtain prior written authorization from Declarant. Declarant will not unreasonably withhold approval of Developer's request if it is shown that the requested construction or withdrawal will not adversely impact the Withdrawals. The Developer may, however, withdraw from surface water bodies (lakes), without authorization from Declarant, in compliance with regulatory criteria (or exemptions) of the Southwest Florida Water Management District.

ARTICLE III
ACCESS, UTILITIES, AND DRAINAGE EASEMENTS

3.1 Utilities and Access Easement in Favor of Declarant. Declarant hereby reserves for the benefit of the Declarant and its successors and assigns a temporary, non-exclusive utilities and access easement over the Property for the purpose of installation, maintenance, repair and use of the Wells as depicted on **Exhibit "E"** attached hereto and Withdrawals. Upon the Developer's recordation of a permanent utilities and access easement, either by plat or by separate instrument, which shall be subject to the prior mutual agreement of both parties, the aforementioned temporary easement will be terminated automatically as to all land covered by the plat or separate instrument (and only with respect to such land). The utilities and access easements granted in this Section 3.1 will utilize the Developer's rights-of-way where practical and the easement locations will not adversely affect the development as depicted on **Exhibit "C"**.

All such work to be performed by Declarant shall be in such a manner and at times as will cause a minimum of disruption to the operation of any business or use of real property burdened hereby and any and all damage to the burdened property shall be promptly repaired and restored to the condition that existed prior to the performance of such work. Declarant shall indemnify, defend and hold Developer harmless from any cost, expense, liability, claim or lien associated with such work or use.

3.2 Drainage and Access Easement in Favor of Declarant. Declarant hereby reserves for the benefit of the Declarant and its successors and assigns a temporary, non-exclusive drainage and access easement over the Property for the purpose of installation, maintenance, repair and use, in accordance with the lakes and wetlands, "Storm Water Facilities" as depicted on **Exhibit "C"** attached hereto and as the applicable governmental authorities may deem necessary, for storm water and drainage utilities which shall traverse the Property and benefit the FQP 32 Land. Upon the Developer's recordation of a permanent drainage easement either by plat or by separate instrument, which shall be subject to the prior mutual agreement of both parties, the aforementioned temporary easement will be terminated automatically as to all land covered by the plat or separate instrument (and only with respect to such land.) The drainage and access easements granted in this Section 3.2 will utilize the Developer's lakes, wetlands and surface water bodies where practical and the easement locations will not adversely affect the development as depicted on **Exhibit "C."**

All such work to be performed by Declarant shall be in such a manner and at times as will cause a minimum of disruption to the operation of any business or use of real property burdened hereby and any and all damage to the burdened property shall be promptly repaired and restored to the condition that

existed prior to the performance of such work. Declarant shall indemnify, defend and hold Developer harmless from any cost, expense, liability, claim or lien associated with such work or use.

3.3 Drainage Easement in Favor of Developer. Declarant hereby grants to and for the benefit of the Developer and its successors and assigns a temporary, non-exclusive drainage and access easement over the FQP 32 Land for the purpose of installation, maintenance, repair and use, in accordance with the lakes and wetlands, "Storm Water Facilities" as depicted on **Exhibit "C"** attached hereto and as the applicable governmental authorities may deem necessary, for storm water and drainage utilities which shall traverse the FQP 32 Land and benefit the Property. Upon the Declarant's recordation of a permanent drainage easement either by plat or by separate instrument, subject to the prior mutual agreement of both parties, the aforementioned temporary easement will be terminated automatically as to all land covered by the plat or separate instrument (and only with respect to such land). The drainage and access easements granted in this Section 3.3 will utilize the Developer's lakes, wetlands and surface water bodies where practical and the easement locations will not adversely affect FQP 32 Property.

All such work to be performed by Developer shall be in such a manner and at times as will cause a minimum of disruption to the operation of any business or use of real property burdened hereby and any and all damage to the burdened property shall be promptly repaired and restored to the condition that existed prior to the performance of such work. Developer shall indemnify, defend and hold Declarant harmless from any cost, expense, liability, claim or lien associated with such work or use.

ARTICLE IV
APPROVAL; ENFORCEMENT

In the event that under the provisions of this Declaration, any party has the right of approval of any matter, said approval shall be deemed to have been given automatically if said party shall fail to give the party seeking such approval a notice of its disapproval within fifteen (15) business days after the date on which the party seeking the approval shall furnish such party with its written request for such approval.

In the event of a violation of breach of any of these restrictions, or any amendments thereto by any property owner, or agent of such owner, Declarant, its successors and assigns, and Developer, its successors and assigns, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other charges, or take all such courses of action at the same time, or such other legal remedy available at law or in equity. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a difference violation. Neither Declarant nor Developer shall be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

V
DURATION AND AMENDMENT

5.1 The restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of Declarant and its respective legal representatives, successors and assigns, and to the benefit of FQP 32 Land, for the maximum period of time allowed by Florida law from the date hereof,

unless waived in writing by Declarant. The benefits granted to Developer hereunder shall inure to the benefit of Developer and its legal representatives, successors and assigns, and to the benefit of FQP 32 Land, for the maximum period of time allowed by Florida law from the date hereof, unless waived in writing by Developer.

5.2 Declarant shall be entitled to add to the property that is benefited by this Declaration without the consent of Developer; any other changes or amendments to this Declaration may be made only with the written consent of both Declarant and Developer, which consent shall not be unreasonably conditioned, delayed or withheld.

ARTICLE VI
NO RECIPROCAL NEGATIVE EASEMENTS; ADJACENT LAND ACTIVITIES

6.1 Declarant and Developer covenant and agree that the hereinabove provided restrictions shall not encumber or restrict or burden, either as reciprocal negative easements or as implied covenants or as restrictive covenants or as equitable servitudes or as any other right or interest or claim, any other properties owned in part or entirely by Declarant or Developer and which may benefit from the hereinabove provided restrictions, it being the intention of Declarant and Developer that only the Property shall be restricted hereby.

6.2 Any and all owners of the Property and any portion thereof shall not object to or interfere with in any way any legal use activities of Declarant on any or all of FQP 32 Land.

6.3 Notwithstanding anything herein to the contrary: (a) Developer agrees that it is purchasing the Property to develop it as a development separate and independent of any developments to be undertaken on FQP 32 Land, and Declarant and Developer agree that they will not undertake any unified plan of development of the Property and FQP 32 Land or any unified plan of development with any properties previously owned by Declarant in Sarasota County within the last five (5) years from the date of the filing hereof; and (b) Developer may not submit to any governmental authority a master plan or permit application that joins the Property and FQP 32 Land together or that suggests a common development effort with respect to the Property and FQP 32 Land.

ARTICLE VII
SEVERABILITY

Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and every combination of the restrictions. Invalidation by any court of any restriction in this instrument shall in no way affect any of the other restrictions, which shall remain in full force and effect.

(Signatures appear on following pages)

Signed, sealed and delivered
by Declarant in the presence of:

Witness

Witness

DECLARANT: FOURTH QUARTER
PROPERTIES XXXII, LLC

By: _____(SEAL)
Stanley E. Thomas, Manager

STATE OF GEORGIA }
COUNTY OF COWETA }

THE FOREGOING INSTRUMENT was acknowledged before me this 29 day of Aug, 2005 by Stanley E. Thomas, manager of Fourth Quarter Properties XXXII, LLC, on behalf of the corporation and the partnership, who is personally known to me or who has produced a driver's license as identification.

Notary Public

LILA M. ECHOLS
Print Notary Name
My Commission Expires: 4/11/09

Notary Seal

LILA M. ECHOLS NOTARY PUBLIC DOUGLAS COUNTY STATE OF GEORGIA MY COMMISSION EXPIRES 4-11-2009

Signed, sealed and delivered
by Developer in the presence of:

DEVELOPER: TUSCANO, LLC

By: _____ (SEAL)
Name: JOHN C. KUNKEL
Title: VICE PRESIDENT

Witness Joy L LaWare

Witness TAMARA A. FARNELL

STATE OF FLORIDA }
COUNTY OF SARASOTA }

THE FOREGOING INSTRUMENT was acknowledged before me this 31st day of August, 2005 by John C. Kunkel, as Vice President of Tuscano, LLC, on behalf of said entity, who is personally known to me or who has produced a driver's license as identification.

Notary Public

TAMARA A. FARNELL
Print Notary Name

My Commission Expires: 10/22/07

Notary Seal

NOTARY PUBLIC STATE OF FLORIDA
TAMARA A. FARNELL
COMMISSION # DD260839
EXPIRES OCT 22 2007
BONDED THROUGH
RLI INSURANCE COMPANY

{00072570: v:}

EXHIBIT "A"

(See attached FQP 32 Land description)

EXHIBIT "A"

FOURTH QUARTER PROPERTIES XXXII, LLC LANDS

DESCRIPTION:

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 35, LESS and EXCEPT the following:
The right-of-way for U. S. Highway # 41 (State Road # 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page762, Public Records of Sarasota County, Florida.

All of Section 36. LESS and EXCEPT the following:
The right-of-way for U. S. Highway # 41 (State Road # 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page762, Public Records of Sarasota County, Florida.
That portion conveyed in Official Record Book 2020, Page 2228, Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2955, Page 1891, Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2913, Page 1787, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2002189211, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2003001867, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2003171392, Public Records of Sarasota County, Florida.

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

All that part of Section 21, as lies Southwesterly of County Road # 777 (West River Road).

All that part of Section 28 lying West of County Road # 777 (West River Road).

All of Section 29, less and except the following:
Right-of-way for U. S. Highway # 41 (State Road # 45);
Any portion of lands conveyed to Gran Paradiso I, LLC in Official Records Instrument # 2004216590, Public Records of Sarasota County, Florida;
Any portion of lands conveyed to Gran Paradiso II, LLC in Official Records Instrument # 2004216591, Public Records of Sarasota County, Florida.

All of Section 30, less and except the following:
Right-of-way for U. S. Highway # 41 (State Road # 45);
That parcel conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida;
Any portion of lands conveyed to Gran Paradiso I, LLC in Official Records Instrument # 2004216590, Public Records of Sarasota County, Florida;
Any portion of lands conveyed to Gran Paradiso II, LLC in Official Records Instrument # 2004216591, Public Records of Sarasota County, Florida.

All of Section 31, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
Any portion of lands conveyed to DiVosta and Company, Inc. per Official Records Instrument No. 2003259292.

All of Section 32, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
That portion conveyed in Official Record. Book 2785, Page 634 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 1571, Page 2172 of the Public Records of Sarasota County, Florida;
Right-of-way for Pine Street Extension as recorded in Official Record Book 2536, pages 811-974 of The Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta and Company, Inc. per Official Records Instrument No. 2003259292.

All of Section 33 lying West of County Road # 777, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
That portion conveyed in Official Record Book 1571, Page 2172; of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No.1998166154 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2469, Page 451-454 of the Public Records of Sarasota County, Florida.

The South ½ of Section 34, lying West of the Myakka River, and that part of the NW 1/4 of the SW 1/4 of NW 1/4 lying West of County Road # 777, less and except the following:
That portion conveyed in Official Records Instrument # 1999057534, Public Records of Sarasota County, Florida;
The NW 1/4 of the NE 1/4 of the SW 1/4;
The maintained right-of-way of South River Road;
The right-of-way of County Road # 777 (as realigned) as per Official Record Book 2679 at Pages 2750-2754;
That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No. 1999111833, of the Public

Records of Sarasota County, Florida.

All of Section 35 lying West of the Myakka River.

IN TOWNSHIP 40 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA:

All of section 1, less and except the following:
The SE 1/4 of the SW 1/4.

All of section 2, less and except the following:
The SW 1/4 of the NW 1/4.

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

All of Section 3, less and except the following:
That portion conveyed in Order of Taking recorded in Official Record Book 2679, Page 2750-2754, of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida;
The maintained right-of-way of County Road #777 (South River Road);
The South 25 feet of the East Half for right-of-way of East River Road, per Deed Book 168, Page 240, Public Records of Sarasota County, Florida.

All of Section 4.

All of Section 5, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta Homes, L.P. per Official Records Instrument No. 2004012753.

All of Section 6, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta Homes, L.P. per Official Records Instrument No. 2004012753.

All of Section 7, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 8.

All of Section 9.

All of Section 10, less and except the following:
The maintained right-of-way for County Road # 777 (South River Road);
The North 25 feet of the East Half for right-of-way of East River Road, per Deed Book 168, Page 240, Public Records of Sarasota County, Florida.

All of Section 15, less and except the following:
The maintained right-of-way for County Road # 777 (South River Road)

All of Section 17, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18. less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida;
Maintained right-of-way for County Road # 777 (South River Road).

All of Section 21, less and except the following;
Maintained right-of-way for County Road # 777 (South River Road);
The SW 1/4 of the SE 1/4;
The North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road # 777 (South River Road) right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida.

LESS THEREFROM THE FOLLOWING DESCRIBED LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 19 EAST, AND TOWNSHIP 40 SOUTH, RANGE 19 EAST, DESCRIBED AS FOLLOWS:

TRACT I

A parcel of land lying in Sections 35 and 36, Township 39 South Range 19 East, and Sections 1 and 2, Township 40 South, Range 19 East, Sarasota County, Florida, described as follows:

Commence at the Northeast Corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence S.01°19'34"W., along the East line of said Section 36, a distance of 1421.71 feet to the POINT OF BEGINNING; thence N.89°39'01"W., leaving said East line of Section 36, a distance of 1961.34 feet to a point on the East line of a 100.00 foot wide Easement

(Taylor Ranch Trail), recorded in Official Records Book 2913, Page 1787, Public Records of Sarasota County, Florida; thence S.00°20'59"W., along said East line of a 100.00 foot wide Easement, a distance of 933.32 feet; thence N.89°39'01"W., along the South line of said 100.00 foot wide Easement, a distance of 100.00 feet to the Southeast corner of lands described in Official Records Book 2020, Page 2228 (Taylor Ranch Elementary School), Public Records of Sarasota County, Florida; thence along the boundary of said lands the following four (4)courses: (1) N.89°39'01"W., a distance of 933.32 feet; (2) thence N.00°20'59"E., a distance of 515.93 feet; (3) thence N.89°39'01"W., a distance of 417.39 feet; (4) thence N.00°20'59"E., along said boundary and it's northerly extension, a distance of 1707.36 feet to the a point on the South Right of Way Line of State Road No. 45 (also known as U.S. Highway No. 41); thence along the South line of said Right of Way the following eleven (11) courses: (1) N.89°38'21"W., a distance of 394.82 feet; (2) N.83°55'43"W., a distance of 100.50 feet; (3) thence N.89°38'20"W., a distance of 2599.35 feet; (4) thence S.84°40'37"W., a distance of 100.38 feet; (5) thence N.89°41'50"W., a distance of 100.05 feet; (6) thence N.83°53'08"W., a distance of 100.00 feet; (7) N.89°38'01"W., a distance of 1799.71 feet; (8) thence S.84°43'32"W., a distance of 100.41 feet; (9) thence N.89°39'57"W., a distance of 100.05 feet; (10) thence N.84°04'16"W., a distance of 100.40 feet; (11) thence N.89°38'23"W., a distance of 1798.25 feet to a point on the West line of Section 35, Township 39 South, Range 19 East, Sarasota County, Florida; thence S.00°17'41"W., along said West line of said Section 35, a distance of 5099.43 feet to the Northwest corner of Section 2, Township 40 South, Range 19 East, Sarasota County, Florida; thence S.01°00'41"W., along the West line of said Section 2, a distance of 1318.65 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 2; thence S.89°15'33"E., along the North line of said Southwest Quarter of the Northwest Quarter, a distance of 1308.82 feet to the Northeast corner of said Southwest Quarter of the Northwest Quarter; thence S.01°19'18"W., along the East line of said Southwest Quarter of the Northwest Quarter, a distance of 1319.93 feet to the Southeast corner of said Southwest Quarter of the Northwest Quarter; thence N.89°12'31"W., a distance of 1301.94 feet to the West Quarter corner of said Section 2; thence S.01°01'27"W., along the West line of the Southwest Quarter of said Section 2, a distance of 2638.12 feet to the Southwest corner of said Section 2; thence S.89°08'48"E., along the South line of the said Southwest Quarter of Section 2, a distance of 2573.26 feet to the South Quarter corner of said Section 2; thence S.89°10'04"E., along the South line of the Southeast Quarter of said Section 2, a distance of 2572.48 feet to the Southwest corner of Section 1, Township 40 South, Range 19 East; thence S.88°59'00"E., along the South line of the Southwest Quarter of the Southwest Quarter of said Section 1, a distance of 1391.30 feet to said Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 1; thence N.01°15'43"E., along the West line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1323.11 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence S.89°02'25"E., along the North line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1379.18 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence S.01°16'10"W., along the East line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1324.09 feet to the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 1; thence S.88°56'44"E., along the South line of the Southeast Quarter of said Section 1, a distance of 2783.84 feet the Southeast corner of Section 1; thence N.00°08'44"E., along the East line of Section 1, a distance of 2653.78 feet to the East Quarter corner of Section 1; thence continue along said East line of Section 1, N.00°08'52"E., a distance of 2653.77 feet to the Southeast

corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.01°19'34"E., along the East line of said Section 36, a distance of 3876.89 feet to the POINT OF BEGINNING.

Parcel contains 2344.7965 acres more or less.

TRACT II

A parcel of land lying in Section 36, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

Commence at the Northeast corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.89°32'13"W., along the North line of said Section 36, a distance of 1319.98 feet; thence S.00°27'47"W., perpendicular to said North line of Section 36, a distance of 124.55 feet to a point on the South Right of Way Line of State Road No. 45 (also known as U.S. Highway No. 41), and the Northwest corner of lands described in Official Records Instrument #2003001867, Public Records of Sarasota County, Florida, same being the POINT OF BEGINNING; thence S.01°19'34"W., along the West line of said land described in Official Records Instrument #2003001867, a distance of 662.06 feet to the Southwest corner of said lands; thence S.00°20'59"W., a distance of 35.90 feet to a point on a curve which radius bears N.89°39'01"W., having a radius of 75.00 feet, a central angle of 90°00'00", a chord length of 106.07 feet and a chord bearing of S.45°20'59"W.; thence along the arc of said curve an arc length of 117.81 feet to the end of said curve; thence N.89°39'01"W., a distance of 579.06 feet to a point on the East line of a 100 foot wide Easement (Taylor Ranch Trail) recorded in Official Records Book 2913, Page 1787, Sarasota County, Florida; thence N.00°20'59"E., along the East line of said 100 foot wide Easement, a distance of 773.00 feet to a point on said South Right of Way Line of said State Road No 45 (also known as U.S. Highway No. 41); thence S.89°38'21"E., along said North Line of said Right of Way, a distance of 665.35 feet to the POINT OF BEGINNING.

Parcel contains 11.6638 acres more or less.

{00046433: v: 3}

EXHIBIT "B"

(See attached Property description)

EXHIBIT "B"

DESCRIPTION:

TRACT I

A parcel of land lying in Sections 35 and 36, Township 39 South Range 19 East, and Sections 1 and 2, Township 40 South, Range 19 East, Sarasota County, Florida, described as follows:

Commence at the Northeast Corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence S.01°19'34"W., along the East line of said Section 36, a distance of 1421.71 feet to the POINT OF BEGINNING; thence N.89°39'01"W., leaving said East line of Section 36, a distance of 1961.34 feet to a point on the East line of a 100.00 foot wide Easement (Taylor Ranch Trail), recorded in Official Records Book 2913, Page 1787, Public Records of Sarasota County, Florida; thence S.00°20'59"W., along said East line of a 100.00 foot wide Easement, a distance of 933.32 feet; thence N.89°39'01"W., along the South line of said 100.00 foot wide Easement, a distance of 100.00 feet to the Southeast corner of lands described in Official Records Book 2020, Page 2228 (Taylor Ranch Elementary School), Public Records of Sarasota County, Florida; thence along the boundary of said lands the following four (4)courses: (1) N.89°39'01"W., a distance of 933.32 feet; (2) thence N.00°20'59"E., a distance of 515.93 feet; (3) thence N.89°39'01"W., a distance of 417.39 feet; (4) thence N.00°20'59"E., along said boundary and it's northerly extension, a distance of 1707.36 feet to the a point on the South Right of Way Line of State Road No. 45 (also known as U.S. Highway No. 41); thence along the South line of said Right of Way the following eleven (11) courses: (1) N.89°38'21"W., a distance of 394.82 feet; (2) N.83°55'43"W., a distance of 100.50 feet; (3) thence N.89°38'20"W., a distance of 2599.35 feet; (4) thence S.84°40'37"W., a distance of 100.38 feet; (5) thence N.89°41'50"W., a distance of 100.05 feet; (6) thence N.83°53'08"W., a distance of 100.00 feet; (7) N.89°38'01"W., a distance of 1799.71 feet; (8) thence S.84°43'32"W., a distance of 100.41 feet; (9) thence N.89°39'57"W., a distance of 100.05 feet; (10) thence N.84°04'16"W., a distance of 100.40 feet; (11) thence N.89°38'23"W., a distance of 1798.25 feet to a point on the West line of Section 35, Township 39 South, Range 19 East, Sarasota County, Florida; thence S.00°17'41"W., along said West line of said Section 35, a distance of 5099.43 feet to the Northwest corner of Section 2, Township 40 South, Range 19 East, Sarasota County, Florida; thence S.01°00'41"W., along the West line of said Section 2, a distance of 1318.65 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 2; thence S.89°15'33"E., along the North line of said Southwest Quarter of the Northwest Quarter, a distance of 1308.82 feet to the Northeast corner of said Southwest Quarter of the Northwest Quarter; thence S.01°19'18"W., along the East line of said Southwest Quarter of the Northwest Quarter, a distance of 1319.93 feet to the Southeast corner of said Southwest Quarter of the Northwest Quarter; thence N.89°12'31"W., a distance of 1301.94 feet to the West Quarter corner of said Section 2; thence S.01°01'27"W., along the West line of the Southwest Quarter of said Section 2, a distance of 2638.12 feet to the Southwest corner of said Section 2; thence S.89°08'48"E., along the South line of the said Southwest Quarter of Section 2, a distance of 2573.26 feet to the South Quarter corner of said Section 2; thence S.89°10'04"E., along the South line of the Southeast Quarter of said Section 2, a distance of 2572.48 feet to the Southwest corner of Section 1, Township 40 South, Range 19 East; thence S.88°59'00"E., along the South line of the Southwest Quarter of the Southwest Quarter of said Section 1, a distance of 1391.30 feet to said Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 1; thence N.01°15'43"E., along the West line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1323.11 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence S.89°02'25"E., along the North line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1379.18 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence S.01°16'10"W., along the East line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1324.09 feet to the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 1; thence S.88°56'44"E., along the South line of the Southeast Quarter of said

Section 1, a distance of 2783.84 feet the Southeast corner of Section 1; thence N.00°08'44"E., along the East line of Section 1, a distance of 2653.78 feet to the East Quarter corner of Section 1; thence continue along said East line of Section 1, N.00°08'52"E., a distance of 2653.77 feet to the Southeast corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.01°19'34"E., along the East line of said Section 36, a distance of 3876.89 feet to the POINT OF BEGINNING.

Parcel contains 2344.7965 acres more or less.

TRACT II

A parcel of land lying in Section 36, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

Commence at the Northeast corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.89°32'13"W., along the North line of said Section 36, a distance of 1319.98 feet; thence S.00°27'47"W., perpendicular to said North line of Section 36, a distance of 124.55 feet to a point on the South Right of Way Line of State Road No. 45 (also known as U.S. Highway No. 41), and the Northwest corner of lands described in Official Records Instrument #2003001867, Public Records of Sarasota County, Florida, same being the POINT OF BEGINNING; thence S.01°19'34"W., along the West line of said land described in Official Records Instrument #2003001867, a distance of 662.06 feet to the Southwest corner of said lands; thence S.00°20'59"W., a distance of 35.90 feet to a point on a curve which radius bears N.89°39'01"W., having a radius of 75.00 feet, a central angle of 90°00'00", a chord length of 106.07 feet and a chord bearing of S.45°20'59"W.; thence along the arc of said curve an arc length of 117.81 feet to the end of said curve; thence N.89°39'01"W., a distance of 579.06 feet to a point on the East line of a 100 foot wide Easement (Taylor Ranch Trail) recorded in Official Records Book 2913, Page 1787, Sarasota County, Florida; thence N.00°20'59"E., along the East line of said 100 foot wide Easement, a distance of 773.00 feet to a point on said South Right of Way Line of said State Road No 45 (also known as U.S. Highway No. 41); thence S.89°38'21"E., along said North Line of said Right of Way, a distance of 665.35 feet to the POINT OF BEGINNING.

Parcel contains 11.6638 acres more or less.

TRACT III

The Southeast Quarter of the Southwest Quarter of Section 1, Township 40 South, Range 19 East, Sarasota County, Florida.

Parcel contains 42.1123 acres more or less.

EXHIBIT "C"

(See attached Site Plan)

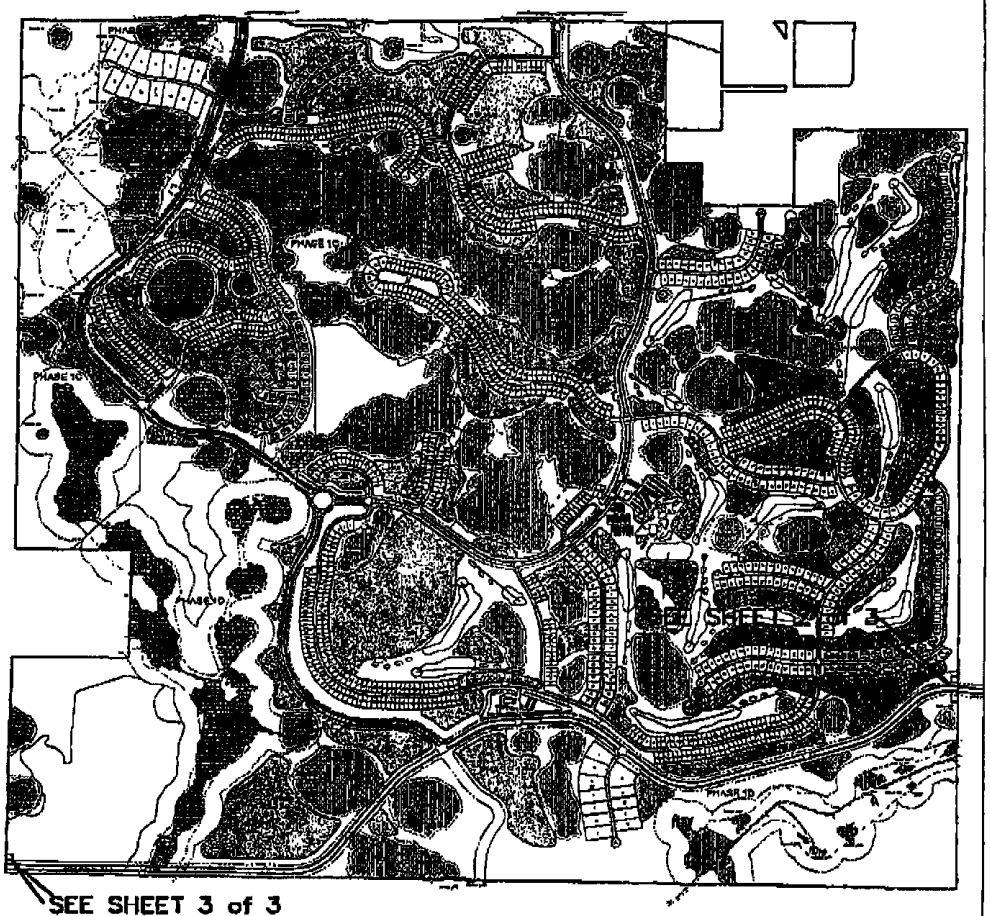
Kimley-Horn and Associates, Inc.

EXHIBIT "C"
STONES 3 WITHIN PROPERTIES, LLC
Timberland Site Plan

{00046433: v: 3}

EXHIBIT "D"

(See attached gate way feature plan)



0 1500' 3000'

SCALE AS SHOWN

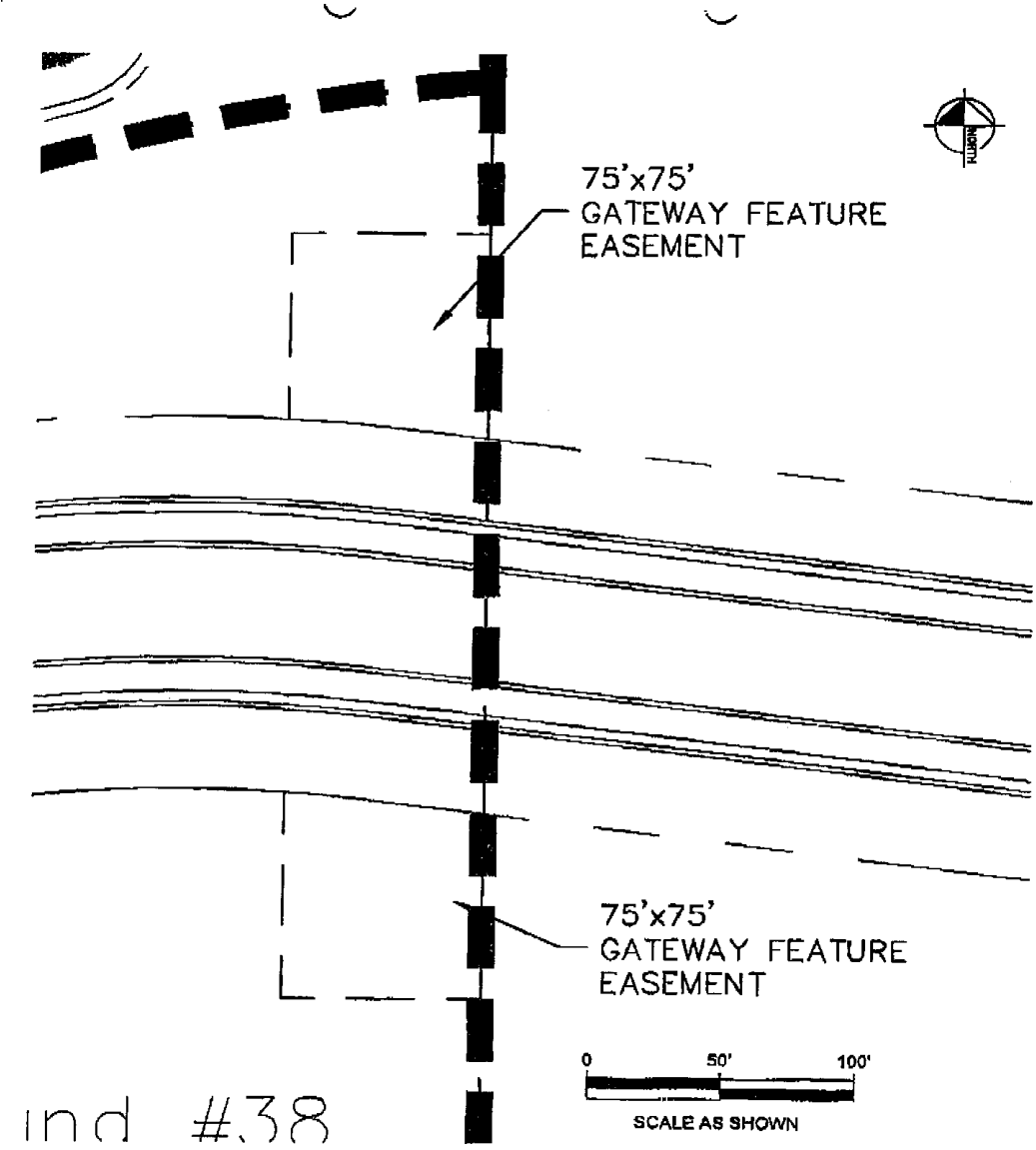
STOKES & GRIFFITH PROPERTIES, LLC

EXHIBIT D

SHEET 1 of 3

Kimley-Horn and Associates, Inc.

© 2005 KIMLEY-HORN AND ASSOCIATES, INC.



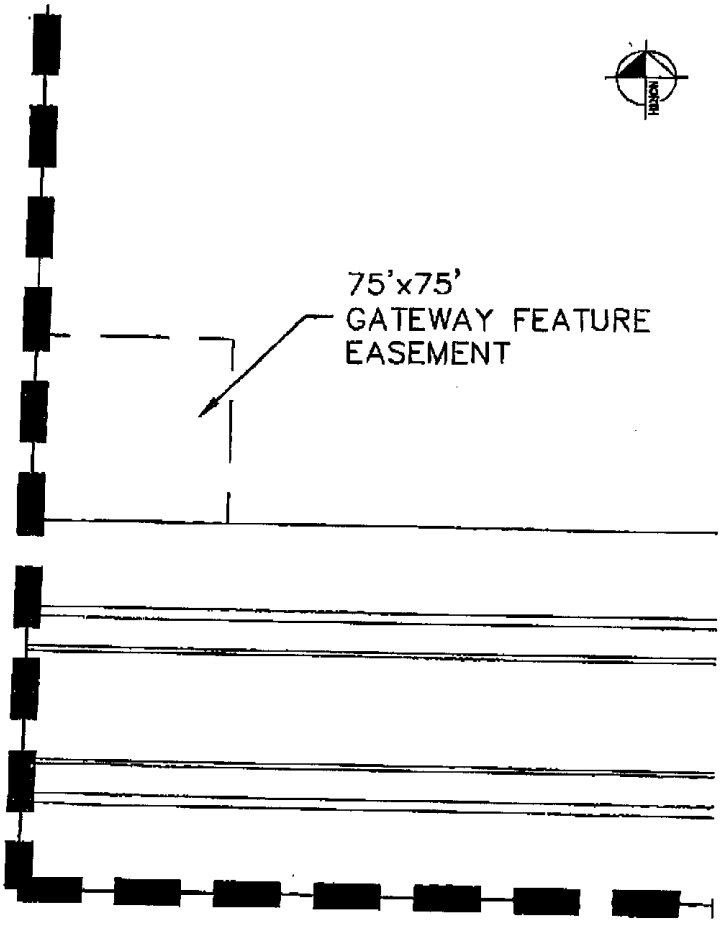
ind #38

STOKES & GRIFFITH PROPERTIES, LLC

EXHIBIT D

SHEET 2 of 3

Kimley-Horn and Associates, Inc.



0 50' 100'

SCALE AS SHOWN

STOKES & GRIFFITH PROPERTIES, LLC

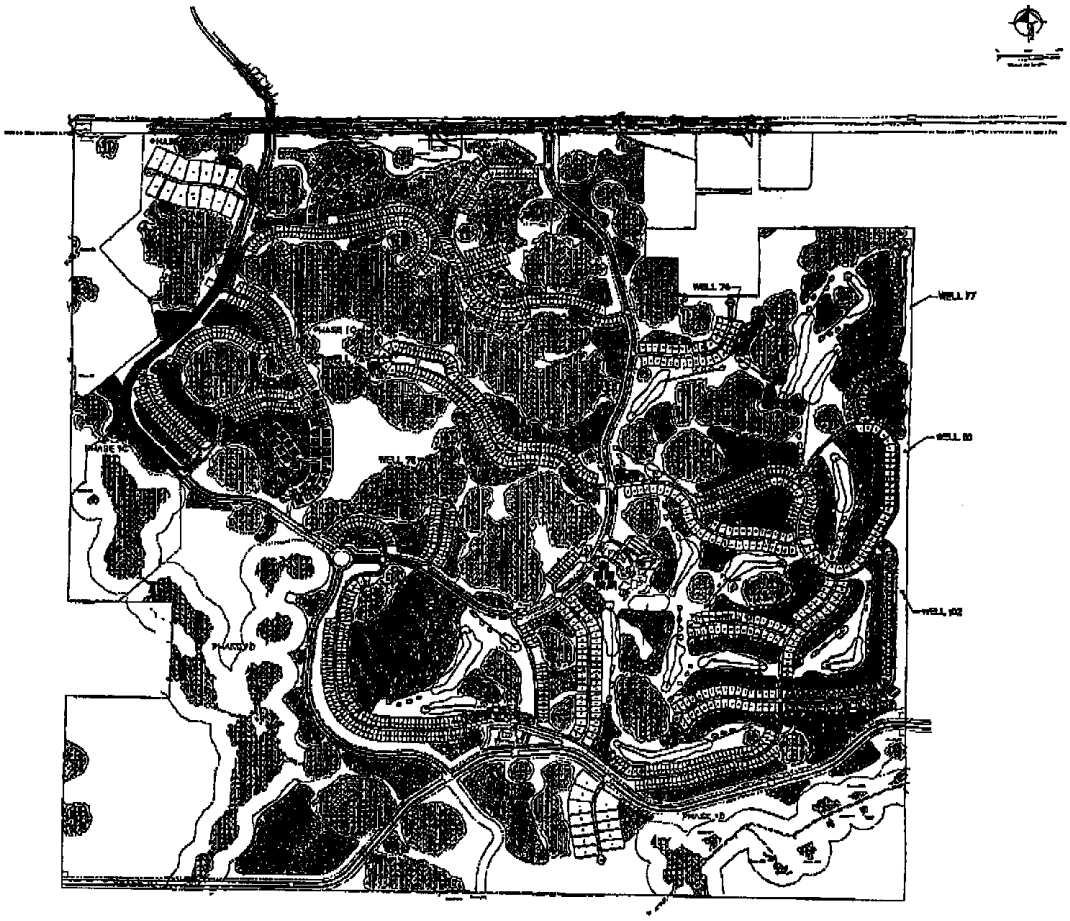
EXHIBIT D

SHEET 3 of 3

Kimley-Horn and Associates, Inc.

EXHIBIT "E"

(See attached water wells location plan)



STOKES & GRIFFITH PROPERTIES, LLC
GENERAL WELL LOCATION EXHIBIT
EXHIBIT E

Kimley-Horn and Associates, Inc.

(66.55.50)
12

Return to:
Michael J. Belle, P.A.
2364 Fruitville Road
Sarasota, Florida 34237

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003001869 12 PGS
2003 JAN 06 01:43 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
TRAIN 3 Receipt#261911

2003001869

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

Prepared by and return to: Brandon G. Bridges, Esq.
Cushing, Morris, Armbruster & Montgomery, LLP
229 Peachtree Street, N.E.
Suite 2110
Atlanta, GA 30303

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions ("Declaration") between Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company (hereinafter referred to as "Grantor"), and New Life Assembly of God of Venice, Florida, Inc., a Florida corporation (hereinafter referred to as "Grantee"), is dated and effective as of December 31, 2002

DECLARATION OF PROTECTIVE COVENANTS

Grantor hereby reserves this Declaration, for the benefit of those properties which presently are, or hereafter may be designated as part of "Taylor Ranch" (or whatever other name is given to the land in the future), as described on the attached Exhibit "A", incorporated herein by reference, and Grantor and Grantee hereby covenant and agree that the property and the estates granted by the Special Warranty Deed from Grantor to Grantee of even date herewith, which property description therein is incorporated herein by reference (hereinafter "Property"), are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following covenants and restrictions, which shall run with the land and shall be binding upon Grantee, the heirs, legal representatives, successors and assigns of Grantee, and all parties having or acquiring any right, title, or interest in and to the Property.

ARTICLE I
COMMENCEMENT OF CONSTRUCTION

[redacted]

1.2 Plans. Grantee hereby agrees that construction of the Church shall substantially conform with the exterior plans and appearance specifications, if any, approved by Grantor in the manner provided in Article II herein below.

1.3 The Property. Grantor and Grantee acknowledge that the Property conveyed by the aforementioned Special Warranty Deed is hereby declared to be and is designated as part of the Property.

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ARTICLE II
PLAN APPROVAL

2.1 Quality of Appearance. The exterior of the Church and the site development on the Property shall be planned and constructed to a level of quality and appearance compatible and comparable with the existing appearances and site development schemes of structures located on or adjacent to Taylor Ranch. All utilities serving the Property or the Church or both shall be underground except for temporary utilities for construction purposes; all exterior lighting placed on the Property or the Church shall be similar to those types of lighting which are used by structures on or adjacent to Taylor Ranch.

2.2 Plan Approval. Construction of the Church or site development of the Property shall not commence unless and until Grantee has obtained from Grantor, in the manner set forth herein below, Grantor's unqualified and unconditional reasonable approval of any and all preliminary and final exterior plans and appearance specifications, as hereinafter described, relating to such construction of the Church and site development on the Property, including, without limitation, plans and specifications for the exterior of the Church. The scope of review by Grantor shall be limited to exterior appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with Church or zoning codes or standards, or any similar or dissimilar factors. Commencement of construction prior to receipt of a letter of approval of the Grantor, a copy of which must be signed by the Grantee, and returned to the Grantor for retention, is strictly prohibited. All such plans and specifications shall be submitted to Grantor for Grantor's review and approval or disapproval in the following manner:

2.2.1 Preliminary Plans and Specifications. Grantee will submit to Grantor, for Grantor's review and approval or disapproval, preliminary plans of the exterior elevation of the Church and all sides thereof; specifications for irrigation; specifications for landscape maintanence; specifications for exterior materials of the Church; and a site plan of the Property showing all proposed improvements, grades, curbs, curb cuts, landscaping, lighting, and location of exterior signs, and showing the topography before and after development such that drainage can be assessed by Grantor (the "Site Layout"). Within fifteen (15) business days from the date Grantor receives all such preliminary plans and specifications in whole, Grantor will give Grantee written notice of Grantor's approval or disapproval thereof, which approval shall not be unreasonably withheld. Any approval by Grantor, whether actual or implied, of such preliminary plans or specifications or both shall in no event obligate Grantor to approve the final plans and specifications.

2.2.2 Final Plans and Specifications. Grantee will submit to Grantor, for Grantor's review and approval or disapproval, final plans, specifications and samples (if the same materially deviate from the preliminary plans and specifications) which shall include, without limitation, working drawings of the exterior of the Church, final specifications of exterior materials of the Church, working drawings of the elevation of the Church and all sides thereof, detailed landscaping plans, and detailed plans for exterior signs and for lighting. Within fifteen (15) business days from the date Grantor receives all such final plans and specifications, Grantor will give Grantee written notice of Grantor's approval or disapproval thereof which approval shall not be unreasonably withheld. The construction of the Church and the development of the site

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shall be in strict compliance with said final plans and specifications submitted to and approved by Grantor, if any.

2.3 Additional Construction. From and after the time the Church is completed in accordance with the provisions hereof Grantee will not construct any additional buildings without first procuring Grantor's reasonable consent to the exterior components thereof.

2.4 Modification to Church. Any material modifications of the exterior of the Church or of the site development of the Property subsequent to Grantor's approval of the final plans and specifications in accordance with Section 2.2.2 will be in character with the final plans and specifications so approved by Grantor and compatible with the architecture of other similar structures. Grantee shall make no material and adverse modification unless and until Grantee first obtains Grantor's approval of preliminary and final plans and specifications therefor. Grantor's approval of such preliminary and final plans and specifications shall be obtained in the same manner set forth in Section 2.2, except that Grantor shall give Grantee written notice of its approval or disapproval of such plans within fifteen (15) business days of its receipt of all plans and specifications.

2.5 Signs. Any exterior sign(s) must be monument signs only; no pylon signs shall be allowed. All signage shall conform to applicable Sarasota County and Florida state law and all signage shall be subject to Grantor's reasonable approval.

2.6 Disapproval of Plans. In the event Grantor ever reasonably disapproves any preliminary or final plans or specifications of the Church or of any modification of the Church or of the site development, or disapproves of any other plans or specifications required to be submitted by Section 2, Grantor shall specify in detail those objections which Grantor may have to same. If Grantor shall disapprove the preliminary or final plans and the parties are unable to agree upon such final plans, Grantee shall amend said plans to meet Grantor's reasonable objections.

2.7 Drainage, Sewage, and Utilities Provisions. Without limiting any other provision herein:

2.7.1 In connection with the construction of the Church and of any modifications thereof and of any additional buildings and with the site development of the Property, Grantee shall make such provision for drainage, sewage and utilities of the Property (and any improvements) as is satisfactory to Grantor (and such provision shall be a part of the aforementioned preliminary and final plans) and to any appropriate county, municipal, or governmental agencies having authority over such construction and development. Further, Grantee hereby covenants and agrees to hold Grantor harmless against any and all loss, cost, damage, or injury which Grantor shall ever suffer or endure because of Grantee's failure to make adequate provisions for drainage of the Property after said proposed construction and development.

2.7.2 Existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots, unless approved by the adjacent lot owner(s) and/or the proper government authorities.

ARTICLE III
REPAIR OF DAMAGE; INDEMNITY

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3.1 Grantee shall repair, restore, or replace, as Grantor shall direct, any property not located on the Property, whether personal or real, by whomever owned, which is damaged, destroyed, or injured in any way by Grantee, its agents, representatives, designees, employees, or successors or assigns, in connection with the construction of the Church or the site development on the Property, including, without limitation, any right-of-way curbs, median curbs, signs, or pavement in the rights-of-way of dedicated or undedicated roads within; and Grantee hereby agrees to indemnify and hold Grantor harmless from any and all liabilities, claims, and losses resulting from or arising in connection with any such damage, destruction, or injury.

ARTICLE IV
MAINTENANCE

4.1 Maintenance of Property. Before such construction of the Church is commenced, during such construction, and after such construction is completed, the Property and areas contiguous to road right of ways including any future access roads, shall be kept grassed, mowed, and otherwise maintained by Grantee in an attractive appearance and to a level of quality equal to or better than maintenance of other sites or common areas maintained in similar projects in Sarasota County. In the event Grantee fails to keep the Property so grassed, mowed, and maintained, Grantor, its representatives, agents, or employees shall have the right, after seven (7) days' notice to Grantee, to enter onto the Property at reasonable times and perform all work needed or desired in order to maintain the Property in the manner provided. Such entrance upon the Property for such purposes shall not be a trespass. Grantee hereby agrees to pay Grantor such reasonable and documented costs and expenses as Grantor shall incur by so acting to maintain the Property within ten (10) days from the receipt by Grantee of a statement from Grantor for any such work.

4.2 Maintenance During Construction. The following provisions shall be observed:

4.2.1 Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

4.2.2 All building debris, stumps, trees, etc., must be removed from the Property by builder as often as necessary to keep the Property attractive. Such debris shall not be dumped in any area of Property.

4.2.3 During construction, all vehicles, including those delivering supplies, must be parked on the building lot where the construction is under way so as to not unnecessarily damage any other adjacent property.

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RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purposes may be unsatisfactory in this document when received.

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ARTICLE VI
GENERAL RESTRICTIONS

In addition to other restrictions that may be contained in the aforementioned Special Warranty Deed:

6.1 Nuisances. No noxious, offensive, or illegal activities shall be carried on upon any parcel nor shall anything be done on any parcel, which may be or may become an annoyance or nuisance to the Property area.

6.2 Mining, etc. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon the Property and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on the Property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property.

6.3 Antennas. All outside radio and television antennas shall be properly screened.

6.4 Trash. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage or other waste shall not be kept on the Property, except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material as not to be visible from any road or lake within sight distance of the parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

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ARTICLE VII
ENFORCEMENT

7.1 In the event of a violation of breach of any of these restrictions, or any amendments thereto by any property owner, or agent of such owner, Grantor, its successors and assigns, or any other party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other charges, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a difference violation. Grantor shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

ARTICLE VIII
DURATION AND AMENDMENT

8.1 The restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of Grantor and any owner of property which presently is, or may hereafter be designated as part of Property, their respective legal representatives, heirs, successors and assigns for the maximum period of time allowed by Florida law (the "Restriction Period") from the date hereof, unless waived in writing by Grantor.

ARTICLE IX
NO RECIPROCAL NEGATIVE EASEMENTS

9.1 Grantor and Grantee covenant and agree that the hereinabove provided restrictions shall not encumber or restrict or burden, either as reciprocal negative easements or as implied covenants or as restrictive covenants or as equitable servitudes or as any other right or interest or claim, any other properties owned in part or entirely by Grantor and which may benefit from the hereinabove provided restrictions, it being the intention of Grantor and Grantee that only the Property shall be restricted hereby.

ARTICLE X
SEVERABILITY

10.1 Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and every combination of the restrictions. Invalidation by any court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

(Signatures appear on following pages)

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Signed, sealed and delivered
by Grantor in the presence of:

Witness

GRANTOR: FOURTH QUARTER
PROPERTIES XXXII, LLC

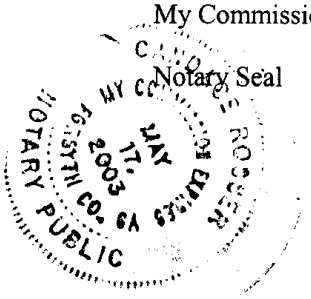
By: _____
Bruce Williams, Authorized Agent

STATE OF Georgia }
COUNTY OF Forsyth }

THE FOREGOING INSTRUMENT was acknowledged before me this 30th day of Dec., 2002 by Bruce Williams, as Authorized Agent of Fourth Quarter Properties XXXII, LLC, on behalf of the corporation and the partnership, who is personally known to me or who has produced a driver's license as identification.

Kandie Rosser
Notary Public
KANDIE ROSSER
Print Notary Name
My Commission Expires: May 17, 2003

Notary Seal



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Signed, sealed and delivered
by Grantee in the presence of:

Witness

GRANTEE: NEW LIFE ASSEMBLY OF GOD OF VENICE, FLORIDA, INC.

By: Rev. Randolph S. Burt
Title: Rev. RANDALPH E. BURT

STATE OF }
COUNTY OF }

THE FOREGOING INSTRUMENT was acknowledged before me this 31 Day December 2002 by RANDOLPH S. BURT, the PASTER, on behalf of the corporation and the partnership, who is personally known to me or who has produced a driver's license as identification.

Notary Public

Michael J. Belle
Print Notary Name

My Commission Expires:

MICHAEL JOHN BELLE
MY COMMISSION # CC 860880
EXPIRES: December 4, 2003
Bonded Thru Notary Public Underwriters

Notary Seal

{00003365}

Exhibit "A"
Legal Description

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LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 35, 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.

All of Section 36, 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 conveyed in Official Records Book 2020, Page 2228 and Official Records Book 2955, Page 1891, of the Public Records of Sarasota County, Florida.

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

That part of Section 21, lying Southwesterly of State Road No. 777 (West River Road).

That part of Section 28, lying Southwesterly of State Road No. 777 (West River Road).

All of Section 29, 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.

All of Section 30, 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 parcel conveyed to Florida Power & Light Company consisting of approximately 4.66 acres in the SW 1/4 as described in Official Records Book 1036, Page 802, of the Public Records of 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.

All of Section 32, 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 conveyed in Official Records Book 2785, Page 634 and Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida.

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 33, lying West of State Road No. 777, 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 conveyed in Official Records Book 2389, Page 528; Official Records Book 1571, Page 2172 and Official Records Instrument No. 1998166154, of the Public Records of Sarasota County, Florida.

The South 1/2 of Section 34, lying West of the Myakka River, and that part of the NW 1/4 of the SW 1/4 of the NW 1/4 lying West of State Road No. 777, less and except the following:

The North 1/2 of the NW 1/4 of the SW 1/4; and the NW 1/4 of the NE 1/4 of the SW 1/4.

The maintained right-of-way of South River Road.

The right-of-way of State Road No. 777 (as realigned) as per Official Records Book 2679, Pages 2750 through 2754.

That portion conveyed in Official Records Instrument No. 2000002794 and Official Records Instrument No. 1999111833, 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 19 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 1, less and except the following:

The SE 1/4 of the SW 1/4.

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All of Section 2, less and except the following:

The SW 1/4 of the NW 1/4.

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

All of Section 3, less and except the following:

The maintained right-of-way of East River Road.

That portion conveyed in Order of Taking recorded in Official Records Book 2679, Pages 2750 through 2754, of the Public Records of Sarasota County, Florida.

That portion conveyed in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida.

The maintained right-of-way of State Road No. 777 (South River Road).

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All of Section 4, less and except the following:

That portion conveyed in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida.

All of Section 5, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 6, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 7, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 8.

All of Section 9.

All of Section 10, less and except the following:

The maintained right-of-way of East River Road.

The maintained right-of-way of State Road No. 777 (South River Road).

All of Section 15, less and except the following:

The maintained right-of-way of State Road No. 777 (South River Road).

That portion conveyed in Official Records Instrument No. 2000163556, of the Public Records of Sarasota County, Florida.

All of Section 17, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 18, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

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The maintained right-of-way of State Road No. 777 (South River Road).

All of Section 21, less and except the following:

The maintained right-of-way of State Road No. 777 (South River Road).

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 State Road No. 777 (South River Road) conveyed in Official Records Book 986, Page 904, of the Public Records of Sarasota County, Florida.

Right-of-way conveyed in Official Records Book 2097, Page 396, of the Public Records of Sarasota County, Florida (Gissinger Road).

That portion conveyed in Official Records Instrument No. 2000163556, of the Public Records of Sarasota County, Florida.

TOGETHER WITH THE FOLLOWING EASEMENTS WHICH BENEFIT THE PROPERTY TO BE INSURED HEREUNDER:

Easement Agreement (Stormwater Drainage and Flowage) recorded in Official Records Book 3065, Page 615, of the Public Records of Sarasota County, Florida.

Grant of Perpetual Non-Exclusive Easement (Access and Utility) recorded in Official Records Instrument No. 1999044368, of the Public Records of Sarasota County, Florida.

Perpetual Non-Exclusive Access and Utility Agreement recorded in Official Records Instrument No. 2000002798, of the Public Records of Sarasota County, Florida.

Easement reserved for ingress, egress and utilities in Warranty Deed recorded in O.R. Book 2020, Page 2228.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2024152165 174 PG(S)
11/15/2024 12:14 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SIMPLIFILE Receipt # 3256377

2024 UTILITIES AGREEMENT – WATER SUPPLY

THIS 2024 UTILITIES AGREEMENT – WATER SUPPLY (this "**Agreement**") is made and entered into this 14th day of November 2024 (**"Effective Date"**), by and among **WELLEN PARK, LLLP** (f/k/a WEST VILLAGES, LLLP), a Florida limited liability limited partnership (hereinafter "**WP**"), **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district of the State of Florida (hereafter "**District**"), and the **CITY OF NORTH PORT, FLORIDA**, an incorporated municipality located within the State of Florida (hereinafter "**City**").

RECITALS

A. WP wholly owns the following entities: Main Street Ranchlands, LLLP, a Florida limited liability limited partnership; Myakka River Club, LLLP, a Florida limited liability limited partnership; Timber Forest Ranch, LLLP, a Florida limited liability limited partnership; Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership; West Villages Parkway East Associates, LLLP, a Florida limited liability limited partnership; Thomas Ranch Land Partners, Village 1, LLLP, a Florida limited liability limited partnership; and West Villages Parkway West Associates, LLLP, a Florida limited liability limited partnership (collectively, the "**WV Entities**").

B. The WV Entities collectively own real property located within the City of North Port, more particularly depicted and described in "Exhibit A," attached hereto and made a part hereof by reference (the "**Incorporated Property**"), which is part of a larger tract of real property depicted and described in "Exhibit B," attached hereto and made a part hereof by reference (the "**Total Property**").

C. The District is an independent special district created pursuant to Chapter 189, Florida Statutes, to, among other things, finance and construct certain potable water and wastewater facilities and other public improvements within the area the District governs, which area is depicted and described in "Exhibit C," attached hereto and made a part hereof by reference (the "**District Boundaries**"), and as to the District and the City, this Agreement serves as an interlocal agreement pursuant to Chapter 163, Florida Statutes.

D. The Incorporated Property is subject to the *2019 Amended and Restated Utility Agreement* dated September 10, 2019, recorded in Official Records Instrument # 2019125013, Public Records of Sarasota County, Florida, as amended (the "**2019 Utilities Agreement**"), between the City, the District, and WP.

E. WP, the District, and the City desire to entered into this 2024 Utilities Agreement – Water Supply, to provide additionally potable water for Wellen Park and the District as it relates to water supply.

NOW THEREFORE, for and in consideration of the mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct, form a material part of this Agreement, and are hereby incorporated herein and made a part hereof.

SECTION 2. DEFINITIONS.

The definitions, rates, and charges set forth in Chapter 78 of the Code of the City of North Port, Florida ("**City Code**") entitled "Utilities," Appendix A of the City Code, and the 2019 Utilities Agreement, as such documents may be amended or supplemented from time to time (collectively, the "**Water and Wastewater Utility Code**"), shall apply to this Agreement, unless otherwise set forth herein. In addition, the following definitions are provided for interpreting the terms used in this Agreement and shall apply unless the context indicates a different meaning:

2.1 **"Local Facilities"** means potable water distribution facilities located within the Incorporated Property and connecting customer installations to the Major Transmission Facilities including fire flow capacity.

2.2 "**Major Transmission Facilities**" means potable watermains and pumping facilities connecting the Local Facilities within the District Villages to the Water Plant and the City's existing water transmission mains located outside of the District.

2.3 **"Thomas Ranch Intangibles, LLLP"** means that legal entity that is wholly owned by WP and the sole beneficiary and assignee (together with its successors and assigns) of all ERCs available to WV Entities now or in the future under this Agreement.

2.4 **"Point of Service"** means the point where the Peace River/Manasota Beach Water Authority provides the City water.

SECTION 3. Water Supply Provided by the Peace River/Manasota Regional Water Authority ("Authority").

3.1 The City affirms that it is a party to the Peace River/Manasota Regional Water Authority Master Water Supply Contract and the First and Second Amendment to the Water Supply Contract in which the City has the right and obligation to purchase 2.865 MGD of potable water, average annual daily flow.

3.2 The City affirms that it intends to enter into the pending Third Amendment to the Peace River/Manasota Regional Water Authority Master Water Supply Contract, which obligates the City to purchase an additional 2.0 MGD of potable water, average annual daily flow.

3.3 The City's acquisition of the additional 2.0 MGD of potable water, average annual daily flow, acquired pursuant to the Third Amendment to the Peace River/Manasota Regional Water Authority Master Water Supply Contract, is for the sole use and benefit of WP and the District. WP, the District, and the City acknowledge that the sale of water ERCs associated with the additional 2.0 MGD of potable water, average daily flow, being acquired pursuant to this Agreement shall be part of the WP and District's financial plan to repay the Authority the capital investment, financing, and operational costs associated with the additional 2.0 MGD of potable water, average annual daily flow. Thomas Ranch Intangibles, LLLP, or its assigns shall have the sole right, but not the obligation, to assign or sell all ERCs associated with the additional 2.0 MGD of potable water, average daily flow, being acquired pursuant to this Agreement to third parties at the City's prevailing rates and the City shall accept and recognize the assignment of such ERCs in the same manner as the City would recognize an ERC issued by the City. Thomas Ranch Intangibles, LLLP and its assigns shall have the right to all amounts received from the sale of ERCs pursuant to this Agreement and the City shall not be entitled to any proceeds from such sale. Within 60 days of each payment being due to the Authority, WP and/or the District will submit the amount due to the City; the

City will then submit the payment due to the Authority within 30 days of the City's receipt of payment from WP and/or the District.

3.4 The estimated capital investment for the additional 2.0 MGD of potable water, average annual daily flow, is $48 million, which along with the anticipated financing and prorated operational costs, shall be the sole responsibility of WP and the District. The City agrees to use any future pro-rata savings that may occur by the Authority's refinancing of bonds directly related to the bonds for the additional water supply for WP and the District be directed to help pay the costs associated with the additional 2.0 MGD of potable water, contemplated by this Agreement.

3.5 The City affirms that it has the necessary Major Transmission Facilities in place to transmit the additional 2.0 MGD from the current point of service to the District at no additional cost to WP or the District.

3.6 WP and the District will provide the City their final financing plan for payment of the capital investment, financing, and prorated operational costs for the additional 2.0 MGD of potable water within 90-days of the Authority providing their final project and costs and financing plan.

3.7 The City affirms that WP and the District shall have no future or ongoing obligation toward the expansion (including planning and design costs) of the existing Water Treatment plant heretofore constructed within the District boundaries, unless the potable water use within the District exceeds 4.952 MGD, average annual daily flow, or as the planning and design for expansion of the Water Plant is otherwise required by the Water Facilities Regulations as defined in the 2019 Utilities Agreement.

SECTION 4. WEST VILLAGES IMPROVEMENT DISTRICT.

4.1 The District was created by Chapter 2004-456, Laws of Florida enacted by the Florida Legislature, as amended by Chapters 2006-355, 2007-307, 2008-284 and 2022-241, Laws of Florida (collectively, the "**Special Act**"). The District encompasses approximately 8,200 acres located within the City, which are owned by the WV Entities, certain Village Developers, and resident homeowners, plus approximately 4,200 acres located in unincorporated Sarasota County. The District was created to, among other things, finance, plan, design, construct and operate water plants and systems, and wastewater plants and systems, and charge for such services; provided, that the exercise of such construction, operation, and fee establishment powers within the City are subject to the City's approval, and further that, at the City's request, subject to a utilities developer agreement, to donate and turn over operation of all or any portion of the water and wastewater systems within the City or used to serve the City.

4.2 The parties acknowledge and agree that WP is relying on the District, and the District hereby agrees, to fund the 2.0 MGD additional potable water and prorate operational costs as described in this Agreement. The parties intend this Agreement to be a utilities developer agreement as referenced in the Special Act. As such, the District shall not operate any Water Facilities or Wastewater Facilities, or allow such facilities to be operated, within the boundaries of that portion of the District that lies within the City, by any entity other than the City.

SECTION 5. ASSIGNMENT.

This Agreement may not be assigned by any party without the written consent of the other parties. The City's assignment approval may be made by the City Manager or the City Manger's designee, provided nothing in

this Section shall prohibit the City Manager, in the City Manager's sole discretion, from requesting City Commission approval of any assignment request.

SECTION 6. EVENT OF DEFAULT.

6.1 Subject to Section 15.3 of the 2019 Utilities Agreement, the term "**Event of Default**" as used in this Agreement means the occurrence of any one or more of the following conditions:

A. A party's failure to timely perform the covenants and agreements contained in this Agreement;

B. A party's representations or warranties contained in this Agreement as of the date of said party's execution of this Agreement are not true and correct in any material respect;

C. The WP or the WV Entities are voluntarily adjudicated bankrupt or insolvent; seek, allow or consent to the appointment of a receiver or trustee for themselves or for all or any part of their property; file a petition seeking relief under the bankruptcy or similar laws of the United States, or any state of competent jurisdiction; make a general assignment for the benefit of creditors; or admit in writing their inability to pay their debts as they mature;

D. A court of competent jurisdiction enters an order, judgment, or decree, without the consent of the party, appointing a receiver or trustee for a party, or for all or any part of the Incorporated Property while owned by a party; or

E. Failure to timely submit payment as required by this Agreement;

6.2 Notwithstanding anything to the contrary, the events described in Section 6.1 above shall not constitute an Event of Default or give rise to any rights or remedies of the City until the defaulting party is provided written notice of such condition, and the defaulting party fails to cure the condition within a reasonable amount of time. Should a party fail to cure an Event of Default upon its receipt of proper notices, the non-defaulting party may undertake the legal actions it deems necessary to enforce its right and remedies as provided under this Agreement and all applicable laws.

6.3 Upon the occurrence of an Event of Default by WP or the District that adversely affects in any substantive manner the ability of the parties to effectuate the intent of this Agreement, the City, in addition to any other remedy it may have, may at its option refuse to provide water service to the Incorporated Property beyond service already being rendered by it to individual customers (other than the WV Entities or its agents or subcontractors) and to any of the improvements therein and terminate this Agreement by written notice thereof to WP and the District.

6.4 In those instances under and pursuant to this Agreement, wherein WP and the District have specifically agreed that they have a joint obligation to satisfy an obligation that, if not satisfied in a timely fashion, will result in an Event of Default, then in that event such an Event of Default by WP shall be considered an Event of Default by the District and an Event of Default by the District shall be considered an Event of Default by WP. Provided, however, nothing in this Agreement shall be deemed or construed as the District's: (i) waiver of its sovereign immunity rights and privileges or the conditions and limitations of Section 768.28, Florida Statutes; (ii) pledge of its ability to levy non-ad valorem special assessments as provided in the Special Act; or (iii) pledge of its credit for private purposes.

SECTION 7. NOTICES.

Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For City of North Port, Florida:
City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286

With a copy to:
City of North Port, Florida
Attn: City Attorney
4970 City Hall Blvd.
North Port, Florida 34286

With a copy to:
City of North Port, Florida
Attention: Utilities Director
6644 West Price Boulevard
North Port, Florida 34291
Telephone. 941-240-8000

For WP:
Wellen Park, LLLP
Attn: Rick Severance
19503 South West Villages Parkway, #14
Venice, Florida 34293
Telephone: (941) 999-4822

With a copy to:
Wellen Park, LLLP
Attn: Nicole Marginian Swartz
4901 Vineland Road, Suite 450
Orlando, Florida 32811

For the District:
West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

With a copy to:
Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
Attn: District Counsel

SECTION 8. GENERAL.

8.1 Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

8.2 Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

8.3 Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.

8.4 Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter contained herein.

8.5 Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by all parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.

8.6 Applicable Law and Venue. The laws of the State of Florida, as well as all applicable local codes and ordinances of the City, as may be amended from time to time, shall govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida .

8.7 Attorney's Fees. In the event that the City, the District, or WP are required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party in such suit shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

8.8 Severability. In the event any court shall hold any provision of this Agreement illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by a party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

8.9 No Third-Party Beneficiaries. Except for rights granted herein to Thomas Ranch Intangibles, LLLP, this Agreement is solely for the benefit of the City, the District, WP, and their successors and assigns. No right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

8.10 No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

8.11 Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. WP and the District shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

8.12 Recordation. The parties hereto agree that this Agreement and Exhibits attached hereto be recorded in the Public Records of Sarasota County, Florida at the expense of WP.

SECTION 9. INDEMNIFICATION.

9.1 WP agrees to assume all liability for, and releases and agrees to indemnify, defend, protect, and hold harmless the City, its Commissioners, the District, and their respective officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgements, damages, losses, costs and expenses, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any breach of contract, negligence, recklessness or intentional misconduct of WP, or its officers, employees, agents, or other persons employed or utilized by WP in the performance of, or failure to perform, this Agreement.

9.2 To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the District by law, the District agrees to assume all liability for, and releases and agrees to indemnify, defend, protect, and hold harmless the City, its Commissioners, WP, and their respective officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgements, damages, losses, costs and expenses, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any breach of contract, negligence, recklessness or intentional misconduct of the District, or its officers, employees, agents, or other persons employed or utilized by the District in the performance of, or failure to perform, this Agreement.

9.3 To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the City by law, the City agrees to assume all liability for, and releases and agrees to indemnify, defend, protect, and hold harmless the District, WP, and their respective officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgements, damages, losses, costs and expenses, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any breach of contract, negligence, recklessness or intentional misconduct of the City, its Commissioners, or its officers, employees, agents, or other persons employed or utilized by the City in the performance of, or failure to perform, this Agreement.

9.4 Nothing in this Agreement shall be deemed as a waiver of the City's or District's sovereign immunity or the City's or District's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 10. FORCE MAJEURE.

Should performance of any obligation (other than payment obligations) created under this Agreement become illegal or impossible by reason of:

A. A strike or work stoppage, unless caused by a negligent act or omission of any Party;

B. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake,

epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

C. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

D. A declared emergency of the federal, state, or local government; or

E. Any other cause not enumerated that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to eliminate the cause of force majeure.

SECTION 11. COVENANT NOT TO ENGAGE IN UTILITIES BUSINESS.

For so long as the City is providing such services sufficient to meet all the water demands within the Incorporated Property, WP and the District, as a further consideration for this Agreement, agree not to engage in the business of providing potable water (but excluded therefrom is the distribution and sale of reuse water) services to the Incorporated Property, or permit any third party to so provide, during the period of time the City, its successors and assigns, provide potable water services to the Incorporated Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and the City shall have the sole and exclusive right and privilege to provide potable water (but excluding reuse and irrigation water services) services to the Incorporated Property and to the occupants of each residence, building, or unit constructed thereon. The city may sell reclaimed water to the District. WP and the District further agree not to resell or provide any utilities services (excluding reuse and irrigation water services) the City provides outside of the Incorporated Property without the City's written consent. Notwithstanding the foregoing, if the City is unable to provide, in whole or in part, potable water service as required by this Agreement, the District, WP, their successors or assigns, may request the City to permit any third party or parties to provide potable water services to the Incorporated Property.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which shall be considered an original executed copy of this Agreement.

(This space intentionally left blank; signature pages to follow)

Approved by the City Commission of the City of North Port, Florida on December 10, 2024.

THE CITY OF NORTH PORT, FLORIDA

By: _____
Mayor

ATTEST

_____
Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Michael Golen, CPM
Interim City Attorney

Executed by **WELLEN PARK, LLLP** this 14th day of November, 2024.

WELLEN PARK, LLLP

By: RICHARD SEVERANCE
Its: VP

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of November 2024, by Richard Severance (name), as Vice President (title) for Wellen Park, LLP (entity).

Maria Coppinger
Notary Public

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced ___

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

Executed by the **WEST VILLAGES IMPROVEMENT DISTRICT** this 14th day of November, 2024.

ATTEST:

By: _____
Secretary, Asst

WEST VILLAGES IMPROVEMENT DISTRICT, an independent special district of the State of Florida

By: John Luczynski
Its: Chairman

(District Seal)

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of November 2024, by John Luczynski (name), as Chairman (title) for West Villages Improvement District (entity).

Maria Coppinger
Notary Public

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced —

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

EXHIBIT LIST

EXHIBIT A	Incorporated Property
EXHIBIT B	Total Property
EXHIBIT C	District Boundaries
EXHIBIT D	Peace River/Manasota Regional Water Authority Master Water Supply Contract
EXHIBIT E	Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 1.
EXHIBIT F	Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 2.
EXHIBIT G	Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 3

EXHIBIT A - “Incorporated Property”

Stantec

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

Notes:
1. Coordinate System: NAD83 HARN Florida West ftUS
2. Source data: 2018 Florida Department of Revenue TPP
3. Imagery: ESRI Basemap Imagery

West Villages
Parcels of Interest Within The City of Northport
June 2019

Stantec Consulting Services Inc.
6900 Professional Pkwy E.
Sarasota, FL 34240
tel 941.907.6900
fax 941.907.6910

0 3,000 6,000 Feet

N

Prepared by: J.W. 06/11/19
Technical Review by: J.M. 06/11/19
Independent Review by: M.K. 06/11/19

EXHIBIT A
INCORPORATED PROPERTY

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 by instrument 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, by instrument recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida

Lands conveyed to County of Sarasota by instrument recorded 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, by instrument recorded in the Official Records as Instrument No. 1998166154 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as 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 Tak-

ing recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instrument recorded in the Official Records as Instrument No. 1999111833 of the Public Records of Sarasota County, Florida

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

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

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as 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., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2009021691 of the Public Records of Sarasota County, Florida

All of Section 4 and Section 5, less and except the following:

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to DiVosta Homes, L.P., by instrument recorded in the Official Records as Instrument No. 2004012753 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2007188871 of the Public Records of Sarasota County, Florida

Lands described in Restrictive Covenant recorded in the Official Records as Instrument No. 2017156389 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., by instrument recorded in the Official Records as 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 by instruments recorded in the Official Records as Instruments No. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Also less and except 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 under the laws of the State of Florida, by instrument recorded in the Official Records as Instrument No. 2015141220 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2016054286, as corrected by instrument recorded in the Official Records as Instrument No. 2017079464 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2017013648 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2017059105 of the Public Records of Sarasota County, Florida

That part of Sections 4 and 5, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, by instrument recorded in the Official Records as Instrument No. 2017156837 of the Public Records of Sarasota County, Florida

4819726.v1

EXHIBIT B - "Total Property"

Stantec

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

Notes:
1. Coordinate System: NAD83 HARN Florida West ftUS
2. Source data: 2018 Florida Department of Revenue TPP
3. Imagery: ESRI Basemap Imagery

West Villages
Parcels of Interest Within Sarasota County
June 2019

Stantec Consulting Services Inc.
6900 Professional Pkwy E.
Sarasota, FL 34240
tel 941.907.6900
fax 941.907.6910

0 3,000 6,000 Feet

N

Prepared by: J.W. 06/11/19
Technical Review by: J.M. 06/11/19
Independent Review by: M.K. 06/11/19

EXHIBIT B
TOTAL PROPERTY

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 by instrument 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, by instrument recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida

Lands conveyed to County of Sarasota by instrument recorded 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, by instrument recorded in the Official Records as Instrument No. 1998166154 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as 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

Tak-

ing recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instrument recorded in the Official Records as Instrument No. 1999111833 of the Public Records of Sarasota County, Florida

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

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

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as 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., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2009021691 of the Public Records of Sarasota County, Florida

All of Section 4 and Section 5, less and except the following:

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to DiVosta Homes, L.P., by instrument recorded in the Official Records as Instrument No. 2004012753 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2007188871 of the Public Records of Sarasota County, Florida

Lands described in Restrictive Covenant recorded in the Official Records as Instrument No. 2017156389 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., by instrument recorded in the Official Records as 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 by instruments recorded in the Official Records as Instruments No. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Also less and except 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 under the laws of the State of Florida, by instrument recorded in the Official Records as Instrument No. 2015141220 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2016054286, as corrected by instrument recorded in the Official Records as Instrument No. 2017079464 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2017013648 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2017059105 of the Public Records of Sarasota County, Florida

That part of Sections 4 and 5, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, by instrument recorded in the Official Records as Instrument No. 2017156837 of the Public Records of Sarasota County, Florida

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 by instruments recorded in the Official Records as Instrument Nos. 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 by instrument recorded in the Official Records as 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 by instruments recorded in the Official Records as Instrument Nos. 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 by instrument 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 by instrument recorded in Official Records Book 2097, Page 396, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2000163556, 2008060371, and 2008060374 of the Public Records of Sarasota County, Florida

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., by instrument recorded in the Official Records as 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 instruments recorded in the Official Records as Instrument Nos. 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 by instrument recorded in Official Records Book 2785, Page 634, of the Public Records of Sarasota County, Florida

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

Lands conveyed to US 41 Retail, LLC, by instrument recorded in the Official Records as Instrument No. 2018098601 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 instrument recorded in the Official Records as Instrument No. 2007188871 of the Public Records of Sarasota County, Florida

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 Tak-

ing recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instrument recorded in the Official Records as Instrument No. 1999111833 of the Public Records of Sarasota County, Florida

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

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

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as 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 by instrument 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 by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2009021691 of the Public Records of Sarasota County, Florida

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 by instrument recorded in Deed Book 168, Page 240, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Tract "H" (Instrument No. 2015141224—Sarasota County Public Hospital District conveyance)

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.

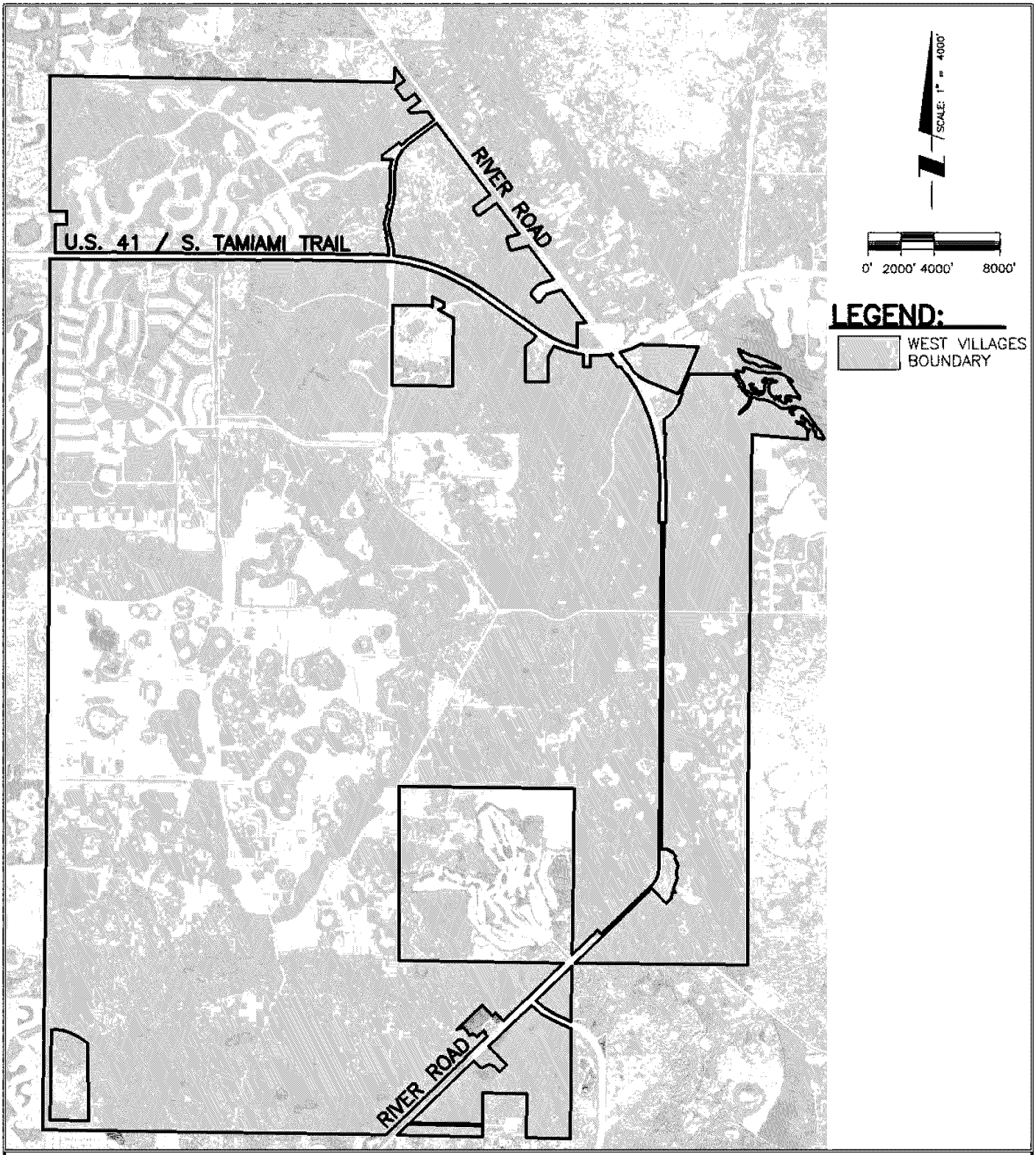
Tract "I" (Instrument No. 2017060110—Trinity Enterprises Holdings, Inc., as Trustee, conveyance)

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.

4819750.v1

EXHIBIT C - "District Boundaries"



PROJECT: WEST VILLAGES IMPROVEMENT DISTRICT BOUNDARY

CLIENT: WEST VILLAGES IMPROVEMENT DISTRICT

Stantec
6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com

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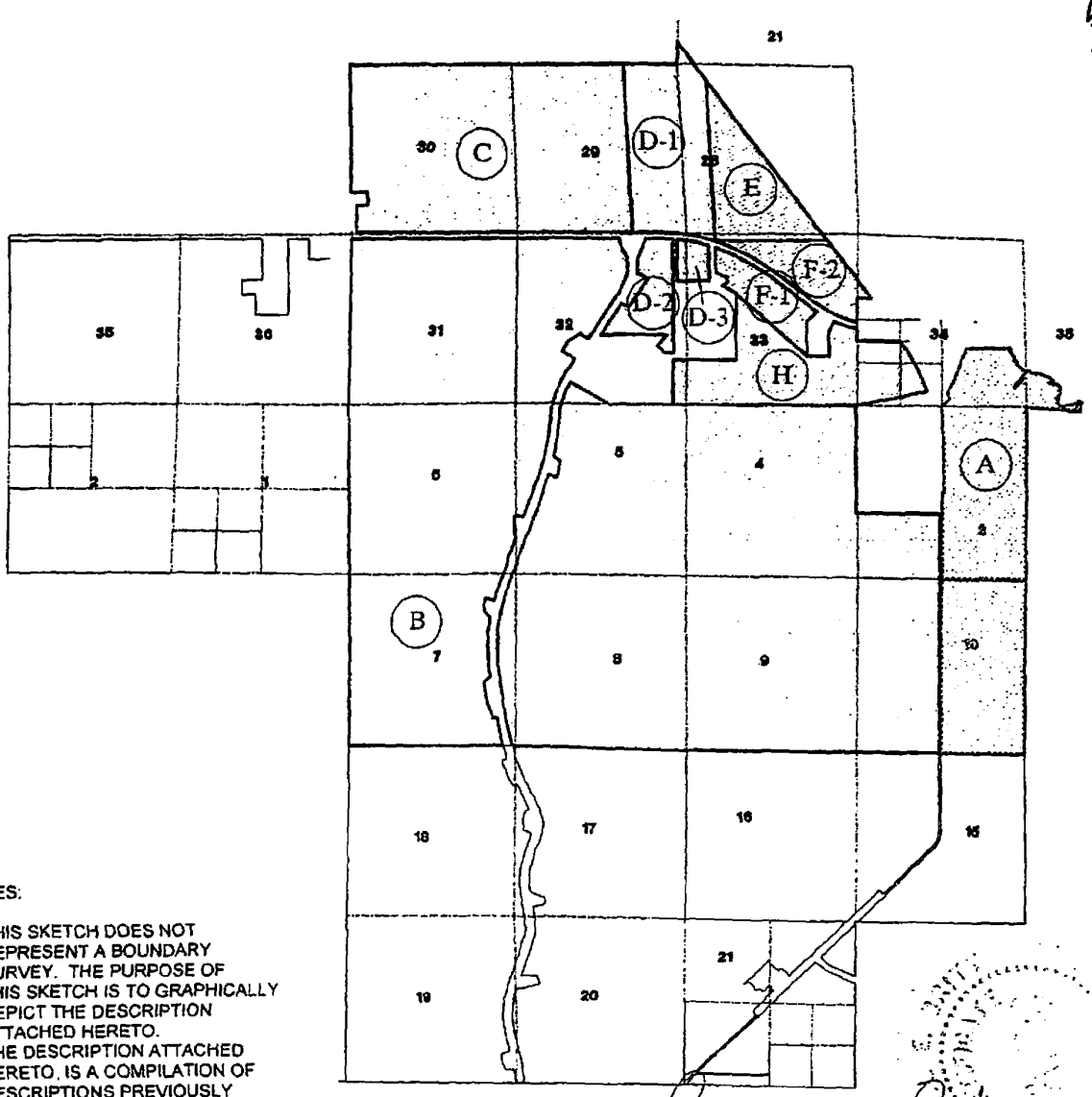
SCALE: 1" = 4000'	DATE: 03/09/16
SEC: 28,33,34 TWP: 39S RGE: 20E	REV NO:
PROJECT NO: 215612617	INDEX NO: 215612793-03C-807EX
DRWN BY/EMP NO: DNS/103302	SHEET NO: 7 OF 7

Saved: 8/8/2018 2:12:47 PM DSIEFKE | Plotted: 8/8/2018 2:14:16 PM DSIEFKE | V:\2156\active\215612793\civil\drawing\03C-WV Bndy Exhibits\exhibits\215612793-03C-807EX.dwg|Layout1

EXHIBIT C

WVID District Boundaries

WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 1 BOUNDARY
KEY MAP



NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY DEPICT THE DESCRIPTION ATTACHED HERETO.
2. THE DESCRIPTION ATTACHED HERETO, IS A COMPILATION OF DESCRIPTIONS PREVIOUSLY PREPARED FOR ANNEXATION PARCELS.

Randall E. Britt

RANDALL E. BRITT, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 3979

PREPARED FOR:

WEST VILLAGES IMPROVEMENT DISTRICT

DATE OF SKETCH: NOVEMBER 21, 2005

JOB NUMBER: 05-11-61

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6636
606 Cypress Avenue Venice Florida 34285
Telephone (941) 493-1396 Fax (941) 484-5766
Email: bs@brittsurveying.com

DESCRIPTION: WEST VILLAGES IMPROVEMENT DISTRICT UNIT 1 BOUNDARY

PARCEL "A"

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

That portion of the Southeast Quarter of Section 34, lying West of the Myakka River, South of the South line of lands described in Official Record Instrument No. 2000002794, Public Records of Sarasota County, Florida (River Road Office Park, Inc.), and easterly of the maintained right of way line of a paved road running from River Road to the South line of the Northeast Quarter of said Section 34, (Old River Road), less and except the following:

That portion described in Official Record Instrument No. 1999111833, Public Records of Sarasota County, Florida, (Right of Way for County Road #777).

All of Section 35 lying West of the Myakka River.

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

All of Section 3, lying easterly of the maintained right of way line of County Road No. 777 (South River Road), less and except the following:

That portion conveyed in Order of Taking recorded in Official Record Book 2679, Page2750-2754, of the Public Records of Sarasota County, Florida (County Road No 777);

All of Section 10, lying easterly of the maintained right of way line of County Road No. 777 (South River Road).

ALSO;

PARCEL "B"

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

All of Section 31, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45).

That portion of Section 32 lying West of Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811-974 of the Public Records of Sarasota County, Florida, and lying South of Right-of-way of U.S. Highway #41 (State Road #45); Also that portion of Section 32 described as follows:

Commence at a 4" concrete monument (LS #1303) found marking the Southeast corner of Section 32, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°05'06"W., along the

South line of said Section 32 as monumented, a distance of 2354.83 feet to an Iron Rod & Cap LB # 043 found for a POINT OF BEGINNING; thence continue along said South line of Section 32 as monumented, N.89°06'30"W., a distance of 1518.80 feet to the easterly Right-of-way line of Pine Street Extension as recorded in Official Records Book 2536, Pages 811-974 of the Public Records of Sarasota County, Florida, same being a curve to the right, having: a radius of 2734.79 feet, a central angle of 15°34'00", a chord bearing of N.20°00'32"E., and a chord length of 740.73 feet; thence northeasterly along said easterly Right-of-way line of Pine Street Extension, along the arc of said curve, an arc length of 743.01 feet to an Iron Rod & Cap LB #043 found marking the southerly line of lands described in Official Records Book 2785, Page 634, Public Records of Sarasota County, Florida; thence S.60°12'45"E., along said southerly line of lands described in Official Records Book 2785, Page 634, a distance of 1429.96 feet to the POINT OF BEGINNING.

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

That portion of Section 3, lying westerly of the maintained Right-of-way line of County Road #777 (South River Road), less and except the following:

That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.);

All of Section 4, Less and except the following:

That portion described in Official Record Instrument No. 2000002794, of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.).

All of Section 5, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 6, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 7, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 8.

All of Section 9.

That portion of Section 10, lying westerly of the maintained right-of-way for County Road # 777 (South River Road)

ALSO;

PARCEL "C"

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

All of Section 29, less and except the following:

The Easterly 1670.80 feet thereof as measured perpendicular to the East line of said Section 29; Right-of-way for U.S. Highway #41 (State Road #45).

All of Section 30, less and except the following:
Right-of-way for U.S. Highway #41 (State Road #45);
That portion conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida;
That portion lying West of lands described in Official Record Book 1036, Page 802, South of the westerly extension of the North line of said lands described in Official Records Book 1036, Page 802, and North of the northerly Right-of-way line of U.S. Highway #41.

ALSO;

PARCEL D-1

A Parcel of Land lying in Sections 21, 28, 29, 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the Northeast Corner of Section 29, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.03°31'33"E., a distance of 648.44 feet to a point on the Southwesterly Right of Way Line of West River Road, (County Road #777) per Florida Department of Transportation Right of Way Map, Section 17502- 2902, Road Plat Book 2, Page 44; thence along said Southwesterly Right of Way Line of West River Road the following Five (5) courses and distances: (1) S.33°54'28"E., a distance of 130.46 feet; (2) thence S.36°46'13"E., a distance of 100.00 feet; (3) thence S.39°37'57"E., a distance of 200.25 feet; (4) thence S.36°46'13"E., a distance of 392.99 feet; (5) thence S.36°46'13"E., a distance of 625.17 feet to a point on the Easterly line of the Westerly 883.58 feet of Section 28, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.02°48'38"E., along the Easterly Line of the Westerly 883.58 feet of said Section 29, and its southerly extension, a distance of 5003.37 feet to a point on the Northerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the left having a radius of 5791.58 feet, a central angle of 18°04'29", a chord bearing of N.80°36'08"W., and a chord length of 1819.46 feet; thence along the arc of said curve an arc length of 1827.03 feet to the end of said curve; thence continue along said Northerly Right of Way Line of U.S. Highway No. 41 following four (4) courses and distances: (1) N.67°02'13"W., a distance of 40.90 feet; (2) thence N.89°30'05"W., a distance of 50.02 feet; (3) thence S.72°44'31"W., a distance of 52.35 feet; (4) thence N.89°38'31"W., a distance of 639.57 feet to a

point on the Westerly Line of the Easterly 1670.80 feet of Section 29, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.02°48'38"W., along the Westerly Line of the Easterly 1670.80 feet of said Section 29, a distance of 5223.69 feet to a point on the North Line of said Section 29, Township 39 South, Range 20 East; thence S.89°37'21"E., along said North Line of Section 29, a distance of 1673.39 feet to the POINT OF BEGINNING.

ALSO;

PARCEL D-2

A Parcel of Land lying in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of Section 32, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°30'20"W. along the East Line of said Section 32 a distance of 200.54 feet to a point on the Southerly Right of Way Line of U.S. Highway No.41, (State Road No. 45) per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the left having a radius of 5603.58 feet, a central angle of 04°13'27", a chord bearing of N.82°31'13"W., and a chord length of 413.04 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No. 41, an arc length of 413.13 feet to the POINT OF BEGINNING, same being a point on the West Line of a 120 foot wide perpetual Non-Exclusive easement as recorded in Official Records Book 2785, Page 641, per Public Records of Sarasota County Florida; thence S.00°30'25"W., along said West Line of said 120 foot wide perpetual Non-Exclusive easement, a distance of 3533.90 feet to a point on the Northerly Line of Lands described in Official Records Book 2785, Page 634; thence along said Northerly Line the following four (4) courses and distances: (1) N.89°29'35"W., a distance of 290.64 feet; (2) thence N.44°41'43"W., a distance of 293.63 feet; (3) thence N.43°18'10"E., a distance of 463.97 feet; (4) thence N.89°29'35"W., a distance of 2052.16 feet to a point on the Easterly Line of Pine Street, (Not Open) as shown on the Sarasota County Right of Way Map, prepared by Harry W. Marlow, P.L.S; thence Northerly along the Easterly Line of said Pine Street the following eight (8) courses and distances: (1) N.33°51'40"E a distance of 1151.27 feet; (2) thence S.61°33'22"E., a distance of 233.04 feet; (3) thence N.35°54'33"E., a distance of 1060.63 feet; (4) thence N.64°10'57"W., a distance of 392.56 feet to the point of curvature of a curve to the left having a radius of 2069.86 feet, a central angle of 12°00'14", a chord bearing of N.06°00'06"E., and a chord length of 432.86 feet; (5) thence along the arc of said curve an arc length of 433.65 feet to the end of said curve; (6) thence N.00°00'00"E., a distance of 65.87 feet; (7) thence N.26°09'49"E., a distance of 306.39 feet; (8) thence N.17°29'15"E., a distance of 342.67 feet to a point on the Southerly Right of Way of said U.S. Highway No.41; thence S.89°41'04"E., along said Southerly Right of way a distance of 843.04 feet to the point of curvature of a curve to the right having a radius of 5603.58 feet, a central angle of 00°12'52", a chord bearing of S.84°44'23"E., and a chord length of 20.96 feet; thence along the arc of said curve an arc length of 20.96 feet to the POINT OF BEGINNING.

ALSO;

PARCEL D-3

A Parcel of Land lying in Sections 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of Section 32, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°30'20"W., along the East Line of said Section 32, a distance of 200.54 feet to a point on the Southerly Right of Way Line of U.S. Highway No.41 (State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the left having a radius of 5603.58 feet, a central angle of 02°59'30", a chord bearing of N.81°54'15"W., and a chord length of 292.55 feet; thence along the arc of said curve and the Southerly Right of Way of said U.S. Highway No. 41, an arc length of 292.59 feet to the POINT OF BEGINNING, same being a point on the East Line of a 120 foot wide perpetual Non-Exclusive easement as recorded in Official Records Book 2785, Page 641, per Public Records of Sarasota County Florida; thence S.00°30'25"W., along the East Line of said 120 foot wide perpetual Non-Exclusive easement, a distance of 1315.78 feet to a point on the Northerly Line of Lands of Manatee Community College described in Official Records Book 1571, Page 2172, per Public Records of Sarasota County, Florida; thence S.89°29'35"E., along said Northerly Line of Manatee Community College a distance of 999.96 feet to a point on the West Line of a 200 foot wide Access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530 per Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the West Line of said 200 foot Wide Access Easement, a distance of 1109.46 feet to a point on said Southerly Right of Way of U.S. Highway No.41, same being a point on a curve to the left having a radius of 5597.58 feet, a central angle of 04°30'38", a chord bearing of N.75°11'44"W., and a chord length of 440.55 feet; thence along the arc of said curve and said Southerly Right of Way an arc length of 440.66 feet to the end of said curve; thence N.12°32'57"E., a distance of 6.00 feet to the point of curvature of a curve to the left having a radius of 5603.58 feet, a central angle of 05°56'57", a chord bearing of N.80°25'31"W., and a chord length of 581.58 feet; thence along the arc of said curve an arc length of 581.84 feet to the POINT OF BEGINNING.

ALSO;

PARCEL "E"

A Parcel of Land lying in Sections 28 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of Section 28, Township 39 South, Range 20 East; thence S.89°44'12"E., along the South Line of said Section 28, a distance of 884.85 feet to the POINT OF BEGINNING, same being a point on the Easterly Line of the Westerly 883.58 feet of Section 28, Township 39 South, Range 20 East; thence S.02°48'38"E., along said Easterly Line of the Westerly 883.58 feet, a distance of 227.61 feet to a point on the Northerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map, Section 17010-2508; thence EAST, a distance of 3489.12 feet to a point on the Westerly

Right of Way Line of West River Road, (County Road #777) per Florida Department of Transportation Right of Way Map, Section 17502-2902, Road Plat Book 2, Page 44; thence N.36°46'13"W., along said Westerly Right of Way Line of West River Road, a distance of 6238.56 feet; to a point on the Easterly Line of the Westerly 883.58 feet of Section 28; thence S.02°48'38"E., along said Easterly Line of the Westerly 883.58 feet of Section 28, a distance of 4775.76 feet to the POINT OF BEGINNING.

ALSO;

PARCEL F-1

A Parcel of Land lying in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows: COMMENCE at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16'02"W., along the East line of said Section 33, a distance of 289.08 feet to a point on the Southerly Right of Way Line of U.S. Highway No.41, (State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the right having a radius of 3011.73 feet, a central angle of 24°58'49", a chord bearing of N.66°51'56"W., and a chord length of 1032.71 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No. 41, an arc length of 1313.08 feet to the point of tangency of said curve; thence N.54°22'31"W., along said Southerly Right of Way, a distance of 66.57 feet to the POINT OF BEGINNING, same being the Northwest corner of Lands described in Official Records Instrument #1998166153, per Public Records of Sarasota County, Florida; thence along the Westerly line of said Lands described in Official Records Instrument #1998166153 the following three (3) courses and distances: (1) S.35°37'26"W., a distance of 161.93 feet to the point of curvature of a curve to the right having a radius of 559.97 feet, a central angle of 29°49'56", a chord bearing of S.50°32'24"W., and a chord length of 288.28 feet; (2) thence along the arc of said curve an arc length of 291.56 feet to the end of said curve; (3) thence S.00°01'27"W., a distance of 1074.23 feet; thence N.48°24'50"W., leaving said Westerly Line, a distance of 2914.38 feet to the Northeast corner of Lands described as Manatee Community College per Official Records Book 1571, Page 2172, same being the point of curvature of a curve to the left having a radius of 4577.37 feet, a central angle of 06°20'23", a chord bearing of N.60°40'02"W., and a chord length of 506.22 feet; thence along the arc of said curve and Northerly Line of Lands described as Manatee Community College, an arc length of 506.48 feet to the end of said curve, same being the Southeast corner of lands described in Official Records Book 2389, Page 529, Public Records of Sarasota County, Florida; thence N.65°18'18"E., along the Easterly Line of said lands described in Official Records Book 2389, Page 529, a distance of 188.09 feet; thence continue N.00°00'19"W., along said Easterly Line, a distance of 144.96 feet to the Northeast corner of said Lands; thence N.65°21'46"W along the Northerly Line of said Lands, a distance of 400.68 feet to the Northwest corner of said Lands, same being a point on the Easterly Line of a 200 foot wide Access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530, Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the Easterly Line of said 200 foot wide Access Easement, a distance of 786.89 feet to the Southerly Right of Way of U.S. No. 41,(State Road No. 45), same being a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°08'33", a chord bearing of S.69°13'16"E., and a chord length of 306.97 feet; thence along the arc of said curve an arc length of 307.01 feet to the end of said curve; thence continue along said Southerly Right of

Way Line the following fourteen (14) courses and distances: (1) S.22°19'13"W., a distance of 10.00 feet to a point on a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'15", a chord bearing of S.67°16'21"E., and a chord length of 73.55 feet; (2) thence along the arc of said curve an arc length of 73.55 feet to the end of said curve; (3) thence N.23°06'16"E., a distance of 10.00 feet to a point on a curve to the right having a radius of 5597.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet;(4) thence along the arc of said curve an arc length of 810.45 feet to the end of said curve; (5) thence S.31°08'57"W., a distance of 10.00 feet to a point on a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'12", a chord bearing of S.58°13'22"E., and a chord length of 73.47 feet; (6) thence along the arc of said curve an arc length of 73.47 feet to the end of said curve; (7) thence N.32°24'25"E., a distance of 10.00 feet to a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°28'13", a chord bearing of S.56°06'38"E., and a chord length of 338.98 feet; (8) thence along the arc of said curve an arc length of 339.03 feet to the end of said curve; (9) thence S.56°35'34"E.; a distance of 155.08 feet; (10) thence S.54°22'31"E., a distance of 1102.52 feet; (11) thence S.51°00'40"E., a distance of 101.66 feet; (12) thence S.54°20'43"E., a distance of 199.02 feet; (13) thence S.48°43'03"E., a distance of 100.71 feet; (14) thence S.54°22'31"E., a distance of 447.75 feet to the POINT OF BEGINNING.

ALSO;

PARCEL F-2

A Parcel of Land lying in Sections 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16'02"W., along the East line of said Section 33, a distance of 81.44 feet to a point on the Northerly Right of Way Line of U.S. Highway No.41,(State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the right having a radius of 2807.73 feet, a central angle of 24°13'02", a chord bearing of N.66°29'02"W., and a chord length of 1177.92 feet; thence along the arc of said curve and said Northerly Right of Way Line of U.S. Highway No.41, an arc length of 1186.74 feet to the point of tangency of said curve; thence continue along said Northerly Right of Way Line of U.S. Highway No. 41, the following Ten (10) courses and distances: (1) N.54°22'31"W., a distance of 2172.53 feet to the point of curvature of a curve to the left having a radius of 5791.58 feet, a central angle of 03°43'16", a chord bearing of N.56°14'10"W., and a chord length of 376.08 feet; (2) thence along the arc of said curve an arc length of 376.14 feet to the end of said curve; (3) thence N.31°53'06"E., a distance of 16.00 feet to a point on a curve to the left having a radius of 5807.58 feet, a central angle of 00°30'09", a chord bearing of N.58°20'53"W., and a chord length of 50.95 feet; (4) thence along the arc of said curve an arc length of 50.95 feet to the end of said curve; (5) thence S.31°21'44"W., a distance of 16.00 feet to a point on a curve to the left having a radius of 5791.58 feet, a central angle of 08°17'48", a chord bearing of N.62°44'51"W., and a chord length of 837.92 feet; (6) thence along the arc of said curve an arc length of 838.65 feet to the end of said curve; (7) thence N.23°06'15"E., a distance of 16.00 feet to a point on a curve to the left having a radius of 5807.58 feet, a central angle of 00°45'12", a chord bearing of N.67°16'21"W., and a chord length of 76.37 feet; (8) thence along the arc of said curve an arc length of 76.37 feet to the end of said curve; (9) thence S.22°21'03"W., a distance of 16.00 feet to a

point on a curve to the left having a radius of 5791.58 feet, a central angle of 03°54'56", a chord bearing of N.69°36'26"W., and a chord length of 395.72 feet; (10) thence along the arc of said curve an arc length of 395.79 feet to the end of said curve; thence N.90°00'00"E., leaving said Northerly Right of Way Line of U.S. Highway No.41, a distance of 3489.12 feet to a point on the Southwesterly Right of Way Line of West River Road (County Road #777), per Florida Department of Transportation Right of Way Map, Section 17502-2902, Plat Book 2, Page 44; thence S.36°46'13"E., along the Southeasterly Right of Way Line of said River Road, a distance of 2225.56 feet; thence N.89°48'07"W., leaving said Southerly Right of Way Line, a distance of 421.78 feet to a point on the East Line of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.00°58'25"W., along the East Line of said Section 33, a distance of 659.46 feet to the POINT OF BEGINNING.

AND ALSO;

PARCEL "H"

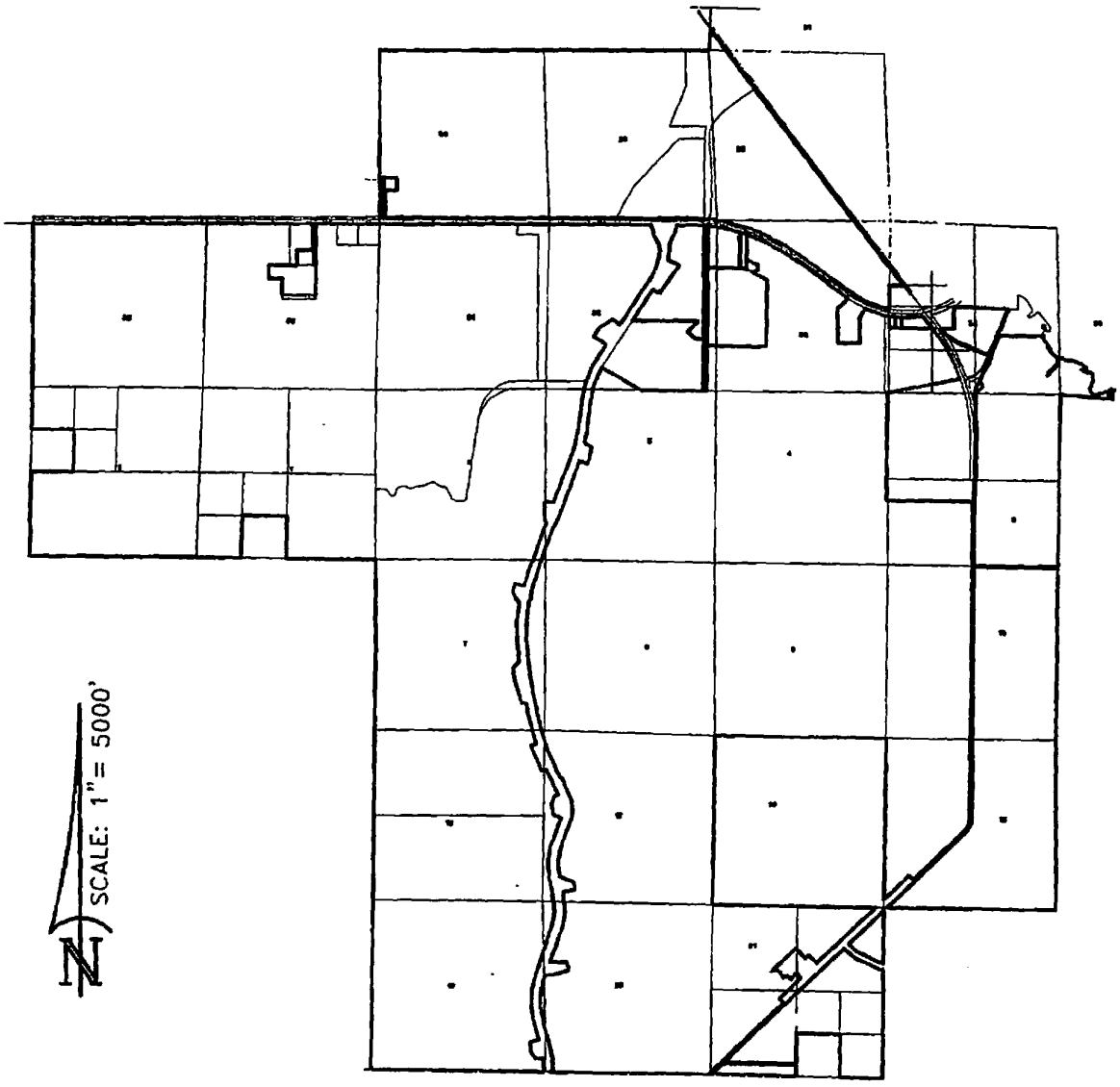
A portion of Sections 32, 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Section 32, Township 39 South, Range 20 East; thence N.89°04'43"W., along the South line of said Section 32, a distance of 410.14 feet to the Southeast corner of the lands described in Official Records Book 2785 at Page 634, of the Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the East line of said lands described in Official Records Book and Page, same being the West line of a 120.00 foot wide Perpetual Non-exclusive Easement per Official Records Book 2785 at Page 641, a distance of 1400.76 feet to a point on the westerly extension of the southerly boundary line of lands described in Official Records Book 1571 at Page 2172, of the Public Records of Sarasota County, Florida; thence along the westerly extension and boundary of said lands described in Official Records Book 1571, at Page 2172 the following two (2) courses: (1) S.89°29'35"E., a distance of 1960.21 feet; (2) thence N.00°30'25"E., a distance of 2062.70 feet to the Northeast corner of said lands; thence S.48°24'50"E., a distance of 2914.38 feet to the Southwest corner of lands described in Official Records Instrument 1998166154, of the Public Records Sarasota County, Florida; thence along the boundary of said lands described in Official Records Instrument 1998166154 the following three (3) courses: (1) S.89°58'33"E., a distance 676.50 feet; (2) thence N.00°01'27"E., a distance of 752.33 feet; (3) thence N.28°06'22"E., a distance of 362.06 feet to a point on the southerly right of way line of U.S. Highway No. 41, as per Florida Department of Transportation Right of Way Map, Section 17010-2508, said point being on a curve concave to the northeast and having a radius of 3011.73 feet, a central angle of 14°28'18", a chord bearing of S.72°07'12"E. and a chord distance of 758.67 feet; thence in an easterly direction, along the arc of said curve, an arc distance of 760.69 feet to a point on the West line of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.00°16'02"W., along the West line of said Section 34, and leaving said southerly right of way line, a distance of 379.82 feet; thence S.89°37'27"E., a distance of 1329.90 feet to a point on the westerly right of way line of County Road #777 (South River Road) as per Florida Department of Transportation Right of Way Map, Section 17550-2601; thence along said westerly right of way line, the following six (6) courses; (1) S.00°07'30"W., a distance of 5.48 feet; (2) thence S.89°23'52"E., a distance of 9.74 feet; (3) thence S.36°39'07"E., a distance of 64.18 feet to the point of curvature of a circular curve to the right, having a radius of 5599.32 feet, a central

angle of 02°00'54", a chord bearing of S.35°38'40"E. and a chord distance of 196.90 feet; (4) thence southeasterly, along the arc of said curve, an arc distance of 196.91 feet to the end of said curve; (5) thence N.55°21'47"E., radial to the last described curve, a distance of 20.00 feet to a point on a curve concentric with the last described curve and having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of S.26°52'28"E. and a chord distance of 1517.98 feet; (6) thence in a southerly direction along the arc of said curve, an arc distance of 1522.64 feet to the Northeast corner of lands described in Official Records Instrument 2000002794, of the Public Records Sarasota County, Florida; thence S.78°41'04"W., along the northerly line of said lands described in Official Records Instrument 2000002794, a distance of 2240.20 feet to the Southeast corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W., along the South line of said Section 33, a distance of 5318.90 feet to the POINT OF BEGINNING.

Overall Parcel contains 8193.748 acres, more or less.

Sketch showing lands in Section 34, Township 39 South, Range 20 East;
and Sections 15, 17, 18, 19, 20, and 21, Township 40 South, Range 20 East,
Sarasota County, Florida.



WEST VILLAGES IMPROVEMENT DISTRICT EXPANSION AREA

PREPARED FOR:

WEST VILLAGES IMPROVEMENT DISTRICT

DATE: OCTOBER 7, 2005

JOB NUMBER: 05-02-30

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

DESCRIPTION:

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

All that part of Section 32, described as follows:

Commence at the Northeast corner of said Section 32; thence S.00°30'23"W., along the easterly line of the Northeast 1/4 of said Section 32, a distance of 2658.68 feet to the southeast corner of said Northeast 1/4; thence N.89°23'27"W. a distance of 290.00 feet to the POINT OF BEGINNING; thence N.00°30'23"E., parallel with the easterly line of said Section 32, a distance of 2497.34 feet to the southerly right-of-way of U.S. Highway 41, being a point on a curve to the left the center of which lies S.06°30'20"W., a radial distance of 5603.58 feet; thence along the arc in a westerly direction, passing through a central angle of 01°13'57", a distance of 120.53 feet; thence S.00°30'23"W., a distance of 5165.77 feet; thence S.89°05'08"E., a distance of 120.00 feet; thence N.00°30'23"E., a distance of 2657.98 feet to the POINT OF BEGINNING.

All that part of Section 33, described as follows:

Commence at the NW corner of Section 33, Township 39 South, Range 20 East, Sarasota Florida; run thence S.0 degrees 30'44"W. along the westerly line of said Section 33, 105.39' to the centerline of U.S. 41; thence continue S.0 degrees 30'44"W. along said westerly line 1372.36'; thence S.89 degrees 29'16"E. along the northerly line of Tract, 810' to the POINT OF BEGINNING of said centerline of said 200 foot wide Tract; thence N.0 degrees 30'44"E., parallel to the said westerly line of Section 33, 1078.74' to the southerly right-of-way line of U.S. 41 (right-of-way being 100 feet from centerline at this point) for a POINT OF TERMINATION.

All That part of Section 34 described as follows:

The North Half of the Northwest Quarter of the Southwest Quarter lying South of U.S. Highway #41 (State Road #45) and West of the right of way of County Road #777 (as realigned) in Official Records Book 2679 at Pages 2750-2574, LESS the following described lands:

East 200' (as measured along the South Right-of-Way of Tamiami Train, or arc distance) of the West 392.7 feet measured along the South Right-of-Way of said Tamiami Trail, arc distance; on the following described property: That portion of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, lying South of Tamiami Trail and being more particularly described as follows: Begin at the West 1/4 of section corner of Section 34, Township 39 South, Range 20 East

and run South on the section line 196.71 feet to the South Right-of-Way line of the Tamiami Trail for a Point of Beginning: thence continue South 472.14 feet; thence S.89°58'00"E 659.8 feet; thence N.00°00'20"W 424.57 feet to the South Right-of-Way of the said Tamiami Trail; thence in a Northwesterly direction along the curve of said Tamiami Trail a distance of 662.5 feet to the Point of Beginning.

Said above described lands being more particularly described and surveyed as follows:

Commence at the West Quarter Corner of said Section 34, thence South along the Westerly section line of said Section 34, a distance of 668.85 feet; thence S.89°58'00"E. a distance of 190.40 feet to the Point of Beginning of this description. Thence N.00°00'00"E. a distance of 350.24 feet to a point on the Southerly Right-of-Way line of Tamiami Trail also know as STATE ROAD No. 45. and U.S. 41 as per Florida Department of Transportation Right-of-Way maps Section No. 17010-2508 (204' Right-of-Way) said point also being on the arc of a circular curve to the left whose radius point bears N.06°36'51"E., thence along the arc of said curve in an easterly direction through a central angle of 03°48'13", having a radius distance of 3011.73 feet, an arc distance of 199.93 feet; thence South leaving said Right-of-Way line a distance of 333.93 feet; thence N.89°58'00"W. a distance of 199.22 feet to the Point of Beginning.

The NE 1/4 of the SW 1/4, lying easterly of right of way for County Road #777 (as realigned) as per Official Records Book 2679, at Pages 2750-2754, Less the NW 1/4 of the NE 1/4 of the SW 1/4, Also Less lands described in Official Records Instrument Number 1999111833;

That part of the West Half of the SE 1/4, lying westerly of maintained right of way for Playmore Road, and northerly of lands described in Official Records Instrument Number 1999111833.

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

All of Section 15, less and except the following:

The maintained right-of-way for County Road # 777 (South River Road); Right-of-way conveyed in Official Records Instrument Number 2000163556.

All of Section 17, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18. less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida;

Maintained right-of-way for County Road # 777 (South River Road).

All of Section 21, less and except the following:

Maintained right-of-way for County Road # 777 (South River Road);

The SW 1/4 of the SE 1/4;

The North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road # 777 (South River Road);

Right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida;

Right-of-way conveyed in Official Records Instrument Number 2000163556.

Parcel Contains 3759.6202 Acres more or less.

Date: October 14, 2006

Randall E. Britt

Randall E. Britt, Professional Land Surveyor
Florida Certificate No. 3979

APPENDIX B

Return to
Douglas Manson Esq
Carey O Malley Whitaker & Manson P A
712 S Oregon Avenue
Tampa Florida 33606

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
MASTER WATER SUPPLY CONTRACT

THIS CONTRACT entered into this 5th day of October 2005 by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY** a regional water supply authority created and existing pursuant to Sections 373 196 373 1962 and 163 01 Florida Statutes and other applicable law acting by and through its Board of Directors the governing board thereof (Authority') **MANATEE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Manatee) **CHARLOTTE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Charlotte) **DeSOTO COUNTY** a political subdivision of the State of Florida acting through its Board of County Commissioners the governing board thereof (DeSoto) **SARASOTA COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Sarasota) and the **CITY OF NORTH PORT** a municipal corporation of the State of Florida acting by and through its Board of City Commissioners the governing board thereof (North Port) (collectively Customers)

WITNESSETH

WHEREAS the Authority was created for the purpose of developing storing and supplying water for county and municipal purposes and exists pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrent with this Contract and

WHEREAS the Authority has determined that the potable water supply needs for citizens residing within Charlotte Manatee DeSoto and Sarasota Counties and North Port can best be met in whole or in part by expanding the Authority Water Supply Facilities in a cooperative and coordinated manner and

WHEREAS the Authority and the Customers agree it is necessary to expand the Peace River Regional Water Treatment Facility to be known as the Regional Expansion Program (REP) as more specifically set forth in Exhibit G and incorporated herein by reference in order to provide a total of 32 7 MGD of water to meet the water supply needs of the Authority s Customers and

WHEREAS it is the intent of the Parties that this Contract govern the operation maintenance alteration replacement and expansion of the Authority Water Supply Facilities and

WHEREAS the Authority has applied and the Southwest Florida Water Management District (SWFWMD) has provided New Water Source Initiative funds to assist in development and construction of the REP and

WHEREAS the Authority and its Customers recognize that as a result of increased Customers demands the REP will not satisfy all future Customers demands and the Authority has begun developing other water supplies and

WHEREAS Manatee has adopted Resolution No R 05 108 on June 7 2005 conditionally requesting the development of potable water by the Authority for Manatee beginning January of 2014 and

WHEREAS expansions to the Authority Water Supply Facilities and the design and construction of new Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds capital contributions from the Customer(s) capital contributions from SWFWMD or other governmental grants or any combination thereof and

WHEREAS the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract and the Authority desires to provide the Customers water

according to the terms and conditions of this Contract and

WHEREAS recognizing the benefits provided by the REP and future Water Supply Sources the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for the REP and all future Water Supply Source projects of the Authority and

WHEREAS the Customers desire that the Authority facilitate the transfer of Authority water among Customers with such transfers being made through the Authority at the same Water Rate assessed by the Authority and

WHEREAS this Contract is intended to constitute the entire agreement of the Authority Manatee Charlotte DeSoto Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein and

NOW, THEREFORE in consideration of the foregoing premises which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth the Authority and the Customers intending to be legally bound hereby agree as follows

1 **DEFINITIONS** In the absence of a clear implication otherwise capitalized terms used in this Contract and in the attached exhibits shall have the following meanings

1 1 Annual Average Daily Quantity The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation

1 2 Authority The Peace River/Manasota Regional Water Supply Authority

1 3 Authority Board The Authority s governing body

1 4 Authority Water Supply Facilities All real property interest in real property fixtures personal property wells treatment systems pumps pipes storage facilities reservoirs aquifer storage and recovery facilities water transmission mains any future expansion of said facilities and appurtenant or associated installations owned leased or otherwise controlled by the Authority and used for the provision of potable water supply

1 5 Available Water That portion of a Customer s Water Allocation that is temporarily available to other Customers

1 6 Base Rate Charge For any Contract Year the rate established by resolution of the Authority for payment of the Authority Obligations Bond Coverage Costs Debt Service Costs Charlotte Oversized Facility Payment Capital Component Charge Hydraulic

Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding operating repair and replacement maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water if any being produced or delivered by the Authority with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation

1 7 Bond Coverage Costs The costs of providing the coverage requirements established by the Financing Documents

1 8 Capital Component Charge For any Contract Year the charge established by resolution of the Authority for payment of the Capital Component Charge paid to Charlotte for the transfer of the Peace River Regional Water Treatment Facility The Capital Component Charge shall be assessed by the percentages in Exhibit F for the Peace River Regional Water Treatment Facility

1 9 Charlotte Oversized Facilities Payment. The 1991 Facility was stated to possess certain components that had a larger capacity than the 1991 Facility treatment capacity Charlotte acquired the 1991 Facility then transferred to the Authority the entire 1991 Facility However payment for the oversized components was deferred until the Authority used these oversized components Under the PRO and REP the Authority will pay for all the remaining oversized components

1 10 Conservation Rate For any Contract Year the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit B

1 11 Contract Year The period between execution of the Contract and September 30 2005 and each fiscal year of the Authority (beginning on each October 1 and ending on the immediately following September 30) thereafter during the term of this Contract

1 12 Customers Manatee DeSoto Charlotte Sarasota and North Port

1 13 Debt Service Cost(s) For any Contract Year all costs including reserve or coverage requirement if any incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments interest payments redemption premiums if any and service charges with respect to payment of Obligations

1 14 Delivery Point(s) The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation The Delivery Point(s) for each Customer is attached hereto as Exhibit D

1 15 DeSoto Payment For any Contract Year an amount included in the Water Rate transmitted by the Authority to DeSoto in the amounts set forth on Exhibit A for the term of the Contract The DeSoto Payment as defined herein supersedes the Facility Use Cost as defined in Section 1 8 of the Peace River Regional Water Supply Contract dated May 21 1991

1 16 Exclusive Provider Customer A subset of Customers that includes only DeSoto in this Master Water Supply Contract

1 17 Financing Documents Any resolution or resolutions of the Authority as well as any indenture of trust trust agreement or similar document relating to the issuance or security of the Obligations

1 18 Fixed Operating and Maintenance Costs All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation maintenance management security and development of the Authority Water Supply Facilities

1 19 Hydraulic Capacity Entitlement The Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit E

1 20 Hydraulic Capacity Entitlement Cost The debt service cost associated with Customers Hydraulic Capacity Entitlement

1 21 Maximum Daily Quantity The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation

1 22 Member Governments Members of the Authority This term refers jointly to Charlotte DeSoto Manatee and Sarasota

1 23 MGD Million gallons per day

1 24 New Water Supply Demands The new water supplies the Authority is committed by this Contract to develop and complete to meet Customer demands as shown on Exhibit C as updated annually pursuant to Section 11

1 25 Obligation(s) A series of bonds or other evidence of indebtedness including but not limited

to Financing Documents notes commercial paper capital leases or any other debt of the Authority issued or incurred

1 26 Operating and Maintenance Cost(s) For any Contract Year all costs budgeted and reserves established by the Authority for operating maintaining and securing the Authority Water Supply Facilities during such Contract Year including but not limited to a) personnel staffing and operating costs of the Authority related to the operation maintenance and security of the Authority Water Supply Facilities b) the general and administrative costs of the Authority related to the operation maintenance and security of the Authority Water Supply Facilities c) minor capital expenditures of the Authority for items such as tools parts and other equipment and vehicles necessary for the operation maintenance and security of the Authority Water Supply Facilities and d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities

1 27 Party or Parties Party shall mean a signatory to this Contract Parties shall mean DeSoto Charlotte Sarasota Manatee North Port and the Authority

1 28 Peace River Regional Water Treatment Facility (the 1991 Facility) All real property interest in real property fixtures personal property wells buildings treatment systems pumps pipes storage facilities reservoirs aquifer storage facilities and appurtenant or associated facilities located in DeSoto and Sarasota which were transferred by Charlotte to the Authority pursuant to that certain Acquisition Agreement dated May 21st 1991 by and among the Authority Charlotte DeSoto Manatee Sarasota and the Southwest Florida Water Management District and any expansion of said facilities undertaken pursuant to that certain Peace River Water Supply Contract dated May 21st 1991 by and among the Authority Charlotte DeSoto Manatee and Sarasota The foregoing notwithstanding this term shall not include the construction acquisition or use of any groundwater production wells Groundwater production wells shall not include facilities withdrawing water from the Peace River through the use of horizontal wells not more than 50 feet deep or aquifer storage and recovery wells

1 29 Peak Month Average Daily Quantity The total water quantity provided by the Authority during the calendar month of the Customer s highest water use divided by the number of days in that month and expressed in MGD as set by the Customer s Water

Allocation

1 30 Permits All licenses permits authorizations or other approvals from any government or governmental agency whether federal state regional or local necessary or convenient for the acquisition construction expansion and operation of Water Supply Facilities and Water Supply Sources including but not limited to any general water use permit temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity

1 31 PRO The Amended Peace River Option Water Supply Contract dated March 8th 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity

1 32 Redistribution Pool A depository of each Customer s Available Water for any Contract Year for purchase by all Customers

1 33 Regional Transmission System Those facilities including appurtenant and associated facilities owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes real property interest in real property fixtures and personal property Regional Transmission System does not include the Aquifer Storage and Recovery (ASR) system or its connecting piping

1 34 Regional Water System All real property interest in real property fixtures personal property wells buildings treatment system pumps pipes storage facilities reservoir(s) aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority excluding the Regional Transmission System

1 35 Renewal and Replacement Charges The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities The charges will be established to satisfy the requirements of the Authority s Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal replacement upgrade and betterment of the Authority Water Supply Facilities

1 36 Renewal and Replacement Costs The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal replacement upgrade and betterment of

the Authority Water Supply Facilities Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment storage pumping or transmission capacity or the costs associated with reconstruction of any major components of the Authority Water Supply Facilities

1 37 Renewal and Replacement Fund The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority

1 38 Second Amended Interlocal Agreement The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrently with this Contract

1 39 System Capacity The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD

1 40 Variable Operating and Maintenance Costs All operating and maintenance costs and expenses of the Authority for the operation maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority including but not limited to power chemicals and water purchases

1 41 Water Allocation The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit B as increased from time to time pursuant to Section 11

1 42 Water Rate For any Contract Year the rate established by resolution of the Authority for the sale of water which to the extent applicable shall be comprised of a Base Rate Charge the DeSoto Payment and a Water Use Charge

1 43 Water Supply Emergency A loss or reduction in System Capacity caused by drought or a sudden unexpected unavoidable interruption in water delivery as declared by resolution by the Authority Board

1 44 Water Supply Facilities All real property interest in real property fixtures personal property wells treatment systems pumps pipes storage facilities reservoirs aquifer storage and recovery facilities water transmission mains any future expansion of said facilities and appurtenant or associated installations owned leased or otherwise controlled by Charlotte DeSoto Manatee North Port Sarasota or the Authority and used for the provision of potable water supply

1 45 Water Supply Source Any project construction acquisition transfer or transaction creating a new water source or expanding an existing water source developed by the Authority Charlotte Sarasota Manatee DeSoto or North Port

1 46 Water Use Charge For any Contract Year the rate established by the Authority for payment of the Variable Operating and Maintenance Costs This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer

2 **TERM** The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty fifth (35th) anniversary of the execution date falls The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty five (35) years said extension to expire on the last day of the Contract Year in which the seventieth (70th) anniversary of the execution date falls Such option must be exercised at least two (2) years prior to expiration If during the Contract term the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above the Contract will automatically be extended to include the last payment date of such additional Obligations Before the expiration of this Contract the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract s expiration date to meet the overall intent of the Authority to provide regional drinking water

3 **AUTHORITY CAPACITY** The Authority shall not be prohibited from maintaining

unallocated capacity of the Authority Water Supply Facilities

4 **CONDITIONS PRECEDENT** All rights obligations and liabilities of the Authority and the Customers shall be subject to the satisfaction of the conditions precedent identified in Section 4 1

4 1 Conditions Precedent The following are conditions precedent to the Parties rights obligations and liabilities under this Contract

4 1 1 The complete execution of this Contract by the Authority and the Customers

4 1 2 The representations set forth in Section 8 are true and correct as of the date this Contract is fully executed by all Parties

4 1 3 No change shall have occurred on or before the date this Contract is fully executed by all the Parties in any applicable federal state or local law or any applicable federal state or local rule regulation or ordinance thereunder or an interpretation thereof by any applicable regulatory authority or court of competent jurisdiction that would make the execution or delivery of this Contract or that would make compliance by the Parties with the terms and conditions of said Contract or the consummation by the Parties of the transactions contemplated thereunder a violation of such law rule regulations or ordinance

4 1 4 The Authority and North Port shall execute a Settlement Agreement that requires North Port to file a Voluntary Dismissal with prejudice in *City of North Port v Peace River/Manasota Regional Water Supply Authority*, Case No 05 05254 Thirteenth Judicial Circuit in and for Hillsborough County Florida within ten (10) days of execution of this Contract

4 1 5 DeSoto and the Authority shall execute a transfer agreement pursuant to Section 21 herein

4 1 6 Notwithstanding Paragraphs 8 4 and 10 5 herein Charlotte and Sarasota shall establish a means to settle their disagreement over the Water Sale and Purchase Agreement between Charlotte and Sarasota dated March 8 1996

4 2 Satisfaction of the Conditions Precedent The Parties shall exercise good faith and due diligence in satisfying the conditions precedent set forth above and the Authority shall give prompt notice to the other Parties when the foregoing conditions precedent have been

satisfied or waived in writing by all the Parties

5 **FUNDING FROM THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY ("EPA')** The funding from the EPA grant dated March 28 1995 shall be used for the construction of the REP

6 **INTANGIBLE ASSETS OF THE CUSTOMERS** Each Customer s Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer s utility system pursuant to the terms and conditions of the Contract

7 **FUNDING FROM SWFWMD** The funding from the SWFWMD New Water Sources Funding Agreements shall be used for the construction of the REP All Parties shall work to obtain the maximum amount of funding from SWFWMD for the REP any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources

8 **REPRESENTATION OF THE PARTIES** The Authority Manatee Charlotte DeSoto Sarasota and North Port make the following representations

8 1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract

8 2 Each Party has the power authority and legal right to enter into and perform its obligations set forth in this Contract and the execution delivery and performance hereof by it a) has been duly authorized by its governing board b) does not require any other approvals by any other governmental officer or body c) does not require any consent or referendum of the voters for Authority financed projects d) will not violate any judgment order law or regulation applicable to the Party and e) does not constitute a default under or result in the creation of any lien charge encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected except as provided herein under Sections 16 5 and 16 6

8 3 This Contract has been duly entered into and delivered by the respective governing boards and as of the date of its full execution by all Parties constitutes a legal valid and binding obligation of said Party fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy insolvency reorganization or other similar laws affecting creditors rights generally or by the exercise of

judicial discretion in accordance with general principles of equity

8 4 There is no action suit or proceeding at law or in equity before or by any court or governmental authority pending or to the best of the Party s knowledge threatened against the Party which is not resolved by the execution of this Contract wherein any unfavorable decision ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby or which in any way would adversely affect the validity or enforceability of this Contract or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby

9 **REP CONSTRUCTION** In consideration for financial and other commitments made by the Customers herein the Authority agrees to permit and construct the REP as a necessary Water Supply Source for the Water Allocations The cost of construction and construction schedule are attached as Exhibit G The Authority agrees to use its best efforts to construct the REP in accordance with the schedule set forth in Exhibit G The Customers recognize that the construction schedule may be affected by circumstances beyond the control of the Authority including but not limited to weather availability of material and contractors governmental approvals and other force majuere The Authority agrees to keep the Customers apprised of the progress made in construction of the REP and of any delays that may affect the scheduled completion date

9 1 Cost of Construction The Authority will use its best efforts to complete the REP construction project within the budgeted amount shown in Exhibit G The Authority will comply with its procurement procedures in the construction of the REP

9 2 Insurance The Authority shall require suitable payment and performance bonds from all principal contractors working on the construction of the project The Authority shall further require the provision by the principal contractors of hazard insurance general liability insurance and worker s compensation insurance from such carriers and at such limits as are customary

10 **DELIVERY OF WATER** During each Contract Year the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract Customers shall pay for and the Authority shall timely develop and deliver new Water

Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 11 and 12 herein

10 1 Allocation The Authority shall be required to deliver water for a Customer s water demand from its Water Allocation Future Water Allocations will be delivered only in accordance with a Customer s New Water Supply Demands in Exhibit C as modified by projected water demands pursuant to Section 11 herein If a Customer meets its payment obligations to the Authority the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer s permittable future potable water demand in its Water Allocation and New Water Supply Demands

10 2 Limitation of Allocation The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal state regional or local statute rule ordinance law administrative order or judicial decree or in violation of applicable Permits If at any time there is insufficient potable water available to fully meet the Water Allocations described above for any reason then the Customers shall have their Water Allocations reduced on a pro-rata basis

10 3 Delivery Point The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified in Exhibit D Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s)

10 4 Exceedance of Delivery Schedule Subject to Section 10 5 herein in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity its Maximum Daily Quantity and/or its Annual Average Daily Quantity of its Water Allocation the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution During emergency conditions as declared by resolution of the Authority Board the Authority shall not charge the Conservation Rate for water delivery in excess of the Water Allocation

10 5 Authority Water Transfers Upon execution of this Contract by all Customers all prior contracts transferring Authority water between any of the Customers shall terminate All Authority water transfers shall be provided solely through the Authority Notwithstanding the termination of the Water Sale and Purchase Agreement between Charlotte and Sarasota pursuant to this paragraph both Charlotte and Sarasota hereby reserve and do not in any

Exhibit D - Peace River/Manasota Regional Water Authority Master Water Supply Contract

manner waive any rights or causes of action that one may have against the other with regard to any past due obligations or debts arising out of said Water Sale and Purchase Agreement to be resolved pursuant to Section 4 1 6 As part of the New Water Supply Demands process set forth below each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years The Authority shall then determine the total Customer demands for Authority Water The Authority shall determine the difference between each Customer s Water Allocation and projected water demands for the next ten (10) years on an annual basis By February 15 of each year the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation if any above the Authority s projected water demands for each of the next ten (10) years Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities if any for each of the next ten (10) years Failure of a Customer to respond within thirty (30) days shall result in that Customer s Available Water quantity as determined by the Authority being transferred into the Redistribution Pool Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years Each year shall have a separate Redistribution Pool of water quantities designated A receiving Customer s failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract The Authority shall not transfer more water than the amount of Available Water placed in the Redistribution Pool Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract

10 5 1 Assignment and Payment The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract Customers may request Available Water from the Redistribution Pool for the corresponding timeframe of their need for additional water If there is more

demand for water than there is Available Water in a given year the Authority shall distribute the water on pro rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue

10 5 2 Payment Payment adjustments to the Customers supplying Available Water shall be on a pro rata basis based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool

10 5 3 Assessment of Conservation Rate Only for purposes of calculating the assessment of the Conservation Rate the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity

10 6 Water Supply Emergency The Authority and its Customers shall seek the interconnection of the Water Supply Facilities with other water supply facilities in the region and the Authority s Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions The Authority and its Customers shall make available capacity if any in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity In a Water Supply Emergency Conservation Rates including block rates or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency

11 **FUTURE WATER SUPPLY PROCEDURE** It is the intention of the Parties that this Section set forth the manner in which each Customer will request and the Authority will provide future water supply from the Authority Water Supply Facilities The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead time for planning and development of new Water Supply Sources to meet New Water Supply Demands

11 1 No later than January 15th of each Contract Year each Customer shall submit to the Authority a report which identifies the following

(i) Total projected water demand by Contract Year for the next 20 years (Total 20 Year Demand)

(ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill (Authority Supplied Water) in terms of Annual Average Daily Quantity Peak Month Average Daily Quantity and Maximum Daily Quantity and

(iii) The basis for each projection

The Authority shall review coordinate and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board The Authority shall also report to the Customers and Authority Board its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty year planning period The Authority shall use this data as well as other population and water demand data as a basis for the planning and development of new Water Supply Sources to meet New Water Supply Demands Each Customer may modify its Total 20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing subject to the provisions in this Section

11 2 By submitting its projections for Authority Supplied Water each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year For the initial time period through Contract Year 2013 the New Water Supply Demands as modified at Exhibit C shall be the water each Customer irrevocably commits to purchase from the Authority and the Authority agrees to supply such water After Contract Year 2013 by submitting its projection for Authority Supplied Water each Customer agrees to purchase and the Authority agrees to supply that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water However unless it otherwise has excess water capacity available the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period Annually the Authority shall issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit C for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers

11 3 The parties acknowledge that the planning permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands Therefore the Authority will from time to time develop new Authority Water Supply Sources with water quantities that exceed immediate Customer demands Upon the Authority determination to develop a specific Water Supply Source the Authority shall assign a proportionate share of the new Water Supply Source Water Allocation to the Customers to the extent practicable by applying the new Water Supply Source project quantity to the most immediate New Water Supply Demands The Authority shall assign Water Allocations to the Customers pro rata based on their proportionate New Water Supply Demands at the time when the new Water Supply Source Water Allocation would be fully utilized by the total New Water Source Demand For example in year 2006 the Authority designates a new Water Supply Source project for 6 MGD to provide water by 2008 The total of New Water Supply Demands does not exceed 6 MGD until 2010 when it is 6 7 MGD The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A s New Water Supply Demand of 2 3 MGD for 2010 divided by the total of all the Customers New Water Supply Demands of 6 7 for 2010 to determine the Customer Water Allocation Cost Percentage of 34 33% When the Authority approves a new Water Supply Source project it shall issue addendum to the following (1) to increase and update the Water Allocation table at Exhibit B (2) to update the Cost Allocation Percentages table at Exhibit F to show the new project s cost allocation percentages and (3) to update the table at Exhibit H to show the new project water quantity allocation The Customers may only be assigned a Water Allocation for their New Water Supply Demands All costs associated with a new Water Supply Source project including but not limited to planning design and construction shall be recovered from the Customer receiving the Water Allocations of the new Water Supply Source project

12 **DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER** Notwithstanding the foregoing and pursuant to Section 8 1 of the Second Amended Interlocal Agreement DeSoto elects to be an Exclusive Provider Customer DeSoto agrees not to develop any additional Water Supply Sources beyond those currently existing identified in Exhibit I unless as a joint project with the Authority If DeSoto meets its payment

obligations to the Authority the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permittable future potable water demand as outlined herein The Authority is free to meet DeSoto s water demands by any means it deems fit including but not limited to using water from the Redistribution Pool or assignment of Water Allocation to meet DeSoto s demands and assigning the associated cost of constructing that portion of new Water Supply Sources to DeSoto as outlined herein

12 1 Exclusive Provider Customer Water Allocation DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs For New Water Supply Demands DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 11 however the Authority shall use DeSoto s projections as well as other data collected by the Authority to set DeSoto s New Water Supply Demands for each Contract Year DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto s water demand to its assigned Water Allocation This Water Allocation shall be used to determine DeSoto s Base Rate Charge and other share of costs in the same manner as all other Customers Nothing in Section 12 shall allow the Authority to assign all or any portion of another Customer s Water Allocation to DeSoto

12 2 Exclusive Provider Customer Water Allocation for the Redistribution Pool The Authority may designate any portion of the DeSoto s Water Allocation as part of the Redistribution Pool

13 **ALTERNATIVE DELIVERY** The Authority shall consider alternative delivery such as design build when developing new Water Supply Sources including the REP

14 **REFUNDING THE PRO BONDS** The Authority shall issue Obligations to refund any and all debt outstanding and provide for the rights of bond holders for the PRO Such refunding obligations shall be issued in an amount sufficient to provide for the payment of the principal of redemption premium if any and interest on the outstanding debt to be refunded

15 **SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS** Upon full execution of this Contract and payment described in Section 14 this Contract shall supersede and replace the Amended Peace River Option Water Supply Contract dated March 8 1996 Upon full execution of this Contract this Contract shall supersede and replace all other water supply contracts with the Authority including but not limited to the Peace River Option Water Supply Contract dated September 20 1995 the Peace River/Manasota Regional Water Supply Authority/City of North Port Florida dated May 30 1991 Peace River Water Supply Contract dated May 21 1991 and the Acquisition Agreement dated May 15 1991

16 **WATER RATE** For each Contract Year each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board

16 1 Rate Setting In conjunction with the Authority s annual budget development and adoption process the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing) DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority The Authority shall charge and collect rates that are reasonable and just for all Customers The rates are not subject to the supervision or regulation by any other commission board bureau agency or other political subdivision or agency of the county or state Unless a common rate is established for all Debt Service Cost components of the Authority Water Supply Facilities in determining a Customer s Water Rate the Authority shall allocate to each Customer a Base Rate Charge as follows (1) the Base Rate Charge for 12 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit F (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages

set forth on Exhibit F and (3) the Base Rate Charge for the 14 7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit F All Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith such as reserves coverages expansion of existing water supply or the fixed water purchase costs associated with a new Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate Provided however any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and in such event the Debt Service Costs component of the Water Rate shall be adjusted accordingly

16 2 Customer Financing Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source The entire payment for a Customer s proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing To the extent not inconsistent with the Financing Documents the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Water Supply Source (including the REP) shall be adjusted to remove that Customer s Debt Service Costs attributed to the Customer s Water Allocation corresponding to the payment by the Customer for that new Water Supply Source or expansion

16 3 Accounting, Audits and Adjustments The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to governmental owned and operated water utilities On an annual basis the Authority shall

provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits

16.4 Joint Authority and Customer REP Review and Oversight Each Party shall designate a staff representative for a joint Authority and Customer committee for the review and oversight of the REP design and construction activities The Executive Director of the Authority shall be the Authority representative on the committee

16.5 Water Charge to Customers Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice Failure to pay monies shall create a debt with respect to the non paying Customer s utility system A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract Upon thirty (30) days written notice the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer s Water Allocation in whole or in part to another Customer in good standing for the remaining term of this Contract

16.6 Source of Payments Each Customer s obligation to pay any monies due under this Contract does not constitute general indebtedness Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion alteration improvement replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section Each of the Customers however shall and do hereby

covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract

16 7 DeSoto Payment The Authority shall collect from its Customers in accordance with Exhibit A the DeSoto Payment and remit it to DeSoto If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420 01 issued in 1996 for 32 7 MGD annual average water use are modified or if additional entities become Customers of the Authority then the amount of the DeSoto Payment to be paid to DeSoto shall be readdressed by all Parties to this Contract

17 **FUNDING FOR MANAGEMENT AND PLANNING** It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner determined by the Authority Board and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government including but not limited to the Florida Department of Environmental Protection Florida Department of Community Affairs the Southwest Florida Water Management District the Basin Boards of the Southwest Florida Water Management District and appropriate utilities and agencies

18 **PAYMENT TO CHARLOTTE FOR OVERSIZED FACILITIES** Pursuant to prior contract provisions payment is due to Charlotte for certain oversized facilities Any Customer may prepay its portion of the Charlotte Oversized Facilities Payment directly to Charlotte but must elect to do so on or before October 15 2005 with immediate notice to the Authority and payment to Charlotte by November 30 2005

18 1 Payment for Oversized Facilities for the PRO The PRO oversized facility payment was made to Charlotte in the amount of $5 191 883 00 When the PRO bonds are refunded Customers other than Charlotte are to pay the Debt Service Cost on the remaining financed portion of the $3 191 883 00

with Sarasota paying 87 5% and DeSoto paying 12 5%

18 2 Payment for Oversized Facilities for the REP The Authority shall pay Charlotte all remaining oversized facility charges totaling $3 287 098 00 upon closing of the bond issuance for the REP This payment is calculated as the total oversize facility charge of $4 515 864 00 less Charlotte s portion of 27 21% of the REP allocation percentage from Exhibit F or $1 228 766 00 All obligations to Charlotte for oversized facilities payment set forth in all previous contracts or agreements including but not limited to the Peace River Water Supply Contract dated May 21 1991 the Amended Interlocal Agreement creating the Peace River/Manasota Regional Water Supply Authority dated May 21 1991 and the Acquisition Agreement dated May 21 1991 shall be satisfied upon receipt of the payment by Charlotte of the $3 287 098 00 The REP oversized facilities payment is to be paid by Customers other than Charlotte and shall be based on the Debt Service Cost associated with financed portion of the oversized facilities payment to Charlotte of $3 287 098 00 for the REP and shall be allocated with Sarasota paying 85 62% North Port paying 13 28% and DeSoto paying 1 1%

19 **PAYMENT TO CHARLOTTE FOR PEACE RIVER REGIONAL WATER TREATMENT FACILITY ("1991 FACILITY)** Upon payment of the $3 287 098 00 specified above the Authority s total debt to Charlotte for the transfer from Charlotte of the 1991 Facility shall be $18 299 274 17 with the Authority annually paying $1 971 557 00 in equal installments on a monthly basis with the last payment being on October 1 2021 The redemption of this debt shall be governed by Exhibit J The Authority s payment to Charlotte for the 1991 Facility shall be allocated among DeSoto Charlotte and North Port pursuant to the 1991 Facility cost allocation percentages set forth on Exhibit F This payment schedule shall supersede and replace any prior agreement contract or other document for any payment or Obligation to Charlotte for transfer of the

1991 Facility or any other assets real estate facilities or any other property or service to the Authority prior to the date of this Contract

20 **NORTH PORT PAYMENT TO CHARLOTTE** Pursuant to the Peace River/Manasota Regional Water Supply Authority/City of North Port Florida Water Supply Contract dated May 30 1991 Charlotte reserved water capacity for a period of time for North Port North Port was then obligated to repay the cost of the water reservation to Charlotte Payment by North Port through the Authority to Charlotte has been made since 1992 at a monthly amount of $398 42 Since the Master Water Supply Contract supersedes the Peace River/Manasota Regional Water Supply Authority/City of North Port Florida Water Supply Contract dated May 30 1991 this North Port obligation is established in this Contract North Port shall pay the Authority $398 42 monthly with the last payment on October 1 2021 The Authority shall pass through the payment being made to Charlotte each month

21 **TRANSFER OF DESOTO FACILITY** Provided a transfer agreement is executed by DeSoto and the Authority the Authority shall pay DeSoto $800 000 00 for DeSoto to transfer to the Authority the real property and water well appurtenances and any necessary permits for use of the water well and specified facilities in place identified in the transfer agreement This payment from the Authority shall be funded from REP Debt Service Cost The payment to DeSoto will be in the form of a credit for DeSoto s payment obligation pursuant to the DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21 2004

22 **DEVELOPMENT OF FUTURE WATER SOURCES** The Authority and its Customers shall develop new Water Supply Facilities as follows

22 1 General The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers in Exhibits B and C which will reflect the projections

provided as specified above or at the determination of the Authority for DeSoto

22 2 Procedures for New Authority Water Supply Facilities The Authority shall have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire develop construct or operate new Authority Water Supply Facilities For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port North Port shall be the sole entity that grants or denies consent to the Authority

22 2 1 The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire develop construct or operate the new Authority Water Supply Facilities within its jurisdiction If a Customer denies consent the Customer s notification shall provide an explanation of the reasons for denial

22 2 2 Upon notification of denial by a Customer to the Authority a meeting between the staff of the Authority and the Customer shall be held within forty five (45) days of the notification of denial This meeting shall be organized and scheduled by the Authority During this meeting the staff of the Authority and the Customer shall attempt to reach an agreement to grant consent to the Authority to acquire develop construct or operate new Authority Water Supply Facilities within the Customer s jurisdiction

22 2 3 If no agreement is reached within forty five (45) days of notification of denial the Authority and the Customer shall participate in mediation the costs of which shall be equally divided between them The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 22 2 2 the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium Upon the selection of a mediator the Authority and the Customer shall schedule mediation to occur within fourteen (14) days Mediation shall be completed within forty five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer Subsections (b) (c) (d) and (e) of Rule 1 720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body In the event of any breach or failure to perform mediation under this section the Authority or Customer may seek appropriate remedies to mandate this mediation process

22 2 4 If consent to the Authority by a Customer is not agreed to at the mediation the Authority shall withdraw the Permit application or request for Permit transfer

22 3 Procedure for the Authority s Customers Whenever a Customer (Applicant Customer)

intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer (Host Customer) in whose jurisdiction the Water Supply Facilities are located or will be located Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire develop construct or operate the Water Supply Source within its jurisdiction If a Host Customer denies consent the Host Customer s notification shall provide an explanation of the reasons for denial The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer

23 **HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION SYSTEM** Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point Each Customer s Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit E A Customer s Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will by the sole responsibility of the Customer(s) benefiting from such facilities If more than one Customer uses the

same transmission segment as designated by the Authority then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost

23 1 In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System and the capacity percentage of which has been fully allocated the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated In the event the Authority modifies the Hydraulic Capacity Entitlement the application of all future service rates and charges will be adjusted accordingly

23 2 If requested by North Port the Authority shall construct and North Port shall pay for its proportional share of the Hydraulic Capacity Entitlement Cost of a new segment of the Regional Transmission System between Delivery Points identified by North Port and acceptable to the Authority on the basis of system hydraulics The Authority and North Port may agree to a water delivery alternative utilizing the existing stub outs along the 42 Inch RTS (2) transmission main identified in Exhibit D subject to the change of apportionment of Hydraulic Capacity Entitlement Cost on terms mutually agreeable to North Port Sarasota and Authority

24 **ADDITIONAL REPRESENTATIONS WARRANTIES AND COVENANTS OF THE AUTHORITY** The Authority hereby represents warrants and covenants to the Customers as follows

24 1 System Operation Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the

Authority to satisfy all the Authority s Obligations to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract The Authority shall provide sufficient personnel with appropriate experience to undertake all regulatory requirements including but not limited to those imposed by the Florida Department of Environmental Protection the Southwest Florida Water Management District the State of Florida Department of Health and the United States Environmental Protection Agency If new regulatory requirements necessitate capital improvements or budget amendments the Authority shall take all necessary actions to accomplish the same The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same which arise out of or are solely created through (1) material errors or omissions by its personnel and agents in the day to day operations of the Authority Water Supply Facilities or (2) the failure of the Authority to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority

24 2 Water Quality The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s) The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal state or regional regulations and orders relating to drinking water which are applicable to water produced stored and transported at and through the Authority Water

Supply Facilities

24 3 Water Measurement The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers The Authority shall own and maintain the meters at all Delivery Point(s) The Authority shall maintain complete and accurate records of its water measurements Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract The metering equipment shall be of standard make and type installed at a readily accessible location and shall record flow with accuracy sufficient to meet all applicable reporting requirements The Authority will check the accuracy of the meters annually provide a report regarding the condition accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration Upon request and at the expense of the Customer the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacture s standards and where appropriate conduct the test as a field test The Customers may be present when the meters are checked for accuracy and the test records shall be made available for inspection by the Customers upon reasonable request If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer the meter will be assumed to have been inaccurate from the mid point of the time since the last annual inspection or the last calibration or the last independently certified test or the last six (6) months whichever is less The following month s billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period

24 4 Permits The Authority shall use its best efforts to obtain all Permits necessary to provide

the Customers with water in accordance with the Water Allocations New Water Supply Demands and its duty to its Exclusive Provider Customer(s)

24 5 Financing the Authority Water Supply Facilities The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing acquiring operating maintaining repairing replacing or upgrading the Authority Water Supply Facilities

24 6 Acquisition of Real Property The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion construction management and operation of the Authority Water Supply Facilities The Authority shall retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities

24 7 Water Pressures The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery Point(s) to the Customer unless a different pressure is specified in Exhibit D The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority s control

24 8 Priority of Payment All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority

FIRST To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations

SECOND To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations

THIRD To the payment of the renewal and replacement costs

FOURTH To the payment of the DeSoto Payment and Charlotte Obligations

FIFTH To the payment of any charges or Obligations due and owing by the Authority

2ɔ **ADDITIONAL REPRESENTATIONS WARRANTIES AND COVENANTS OF THE CUSTOMERS** The Customers hereby represent warrant and covenant to the Authority as follows

2ɔ 1 Irrevocable Commitment to Pay The Customers recognize that circumstances such as equipment maintenance or failure construction delays failure to obtain Permits limitations on Permits transmission line ruptures or defects acts of God etc may prevent the performance by the Authority of its obligations pursuant to this Contract Under such circumstances the Customers shall continue to pay their respective Water Rate throughout the term of this Contract Said payments by the Customers shall be made without notice or demand and without set off counterclaim abatement suspension or deduction. The Authority is undertaking construction of the REP and additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations warranties and covenants of the Customers set forth in this Contract

2ɔ 2 Acquisition of Real Property Subject to Section 22 herein the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct manage and operate the Authority Water Supply Facilities and Water Supply Sources

2ɔ 3 Utility System Charges The Customers shall fix revise maintain and collect such fees rates tariffs rentals or other charges for the use of products services and facilities of their water utility systems as shall be necessary to fund the timely payment of their respective

obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems

25 4 Cooperation on Permits Subject to Section 22 herein for the construction and operation of the facilities necessary for the REP and future Authority Water Supply Sources the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction expansion alteration replacement or operation

25 5 Cooperation on the REP The Customers shall promptly cooperate with the Authority in operating or expanding for the REP

25 6 Utility System Operation and Maintenance Account Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract At all times during the term of this Contract the Customers obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees if appropriate provided however that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder For the purpose of paying their obligations and liabilities under this Contract Customers may utilize in addition to their water utility operation and maintenance accounts facility investment fees or other capacity fees as identified in their adopted rate resolutions

25 7 Cooperation on Issuance of Authority Obligations Each Customer shall cooperate with the

Authority in issuance of the Authority s Obligations In such connection each Customer and the Authority shall comply with reasonable requests of each other and will upon request do as follows (i) make available general and financial information about itself (ii) consent to publication and distribution of its financial information (iii) certify that its general and financial information is accurate does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information in light of circumstances under which they are made not misleading (iv) make available certified copies of official proceedings (v) provide reasonable certifications to be used in a transcript of closing documents and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract and pending litigation which could materially affect its performance hereunder Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority s Obligations for purposes of federal income taxation Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75 Florida Statutes

2.8 Payment for Obligations If a Customer defaults on the payment of its Water Rate established pursuant to this Contract each non defaulting Customer shall have the option to take the defaulting Customer s pro rata share (based of each Customer s percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer s Water Allocation within sixty (60) days of notice of the defaulting

Customer s Water Allocation from the Authority If any of the defaulting Customer s Water Allocation remains after the expiration of sixty (60) days notice period then each non defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default Any portion of the defaulting Customer s Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water capacity however these actions shall not relieve the defaulting Customer of its payment obligation to the Authority

26 **PLEDGE OF CONTRACT REVENUES** The Authority may pledge any payments interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the REP and new water supply projects of the Authority Water Supply Facilities

27 **NORTH PORT'S OPTION TO BECOME A MEMBER** If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement adds a municipality as an Authority Member Government then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member

28 **IMPLEMENTATION AGREEMENT** An Implementation Agreement dated March 8 1996 was entered into by the Authority and Charlotte that provides in part that no further expansion of the Peace River Regional Water Treatment Facility beyond the PRO can be implemented without the Southwest Florida Water Management District setting the Minimum Flow and Levels for the Peace River Charlotte without waiving the application of the Implementation Agreement to any further expansion of the Authority Water Supply Facilities beyond the REP agrees

not to apply the provision of the Implementation Agreement to the development construction or operation of the REP However the Implementation Agreement applies to any further expansion of the Peace River Regional Water Treatment Facility beyond the REP and it requires that before any further expansion is implemented Minimum Flows and Levels must be set for the Peace River or the Authority must complete a Section 403 412 Florida Statutes action including an appeal of an adverse ruling of the lower tribunal against the District to require it to set Minimum Flows and Levels for the Peace River

29 **RE RATING REGIONAL WATER SYSTEM** To the extent that any component of the Regional Water System is re rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity) then each Customer s corresponding Water Allocation will be adjusted pro rata on a basis consistent with the Cost Allocation percentage of each Customer The Authority agrees not to initiate a re rating process with the intent to reduce System Capacity For example a Customer with a Water Allocation of 10% would receive an increase in Water Allocation of 100 000 gallons per day for a 1 000 000 gallon per day re rating increase To the extent that the re rating of the Regional Water System results in the incurrence of additional capital expenditures the Authority will notify the affected Customers of such expenditures The expenditures required for and the associated re rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re rating If a Customer does not participate in the re rating then the change in Water Allocation and the expenditures will be allocated pro rata to the participating Customers in accordance with their Water Allocation All expenditures associated with re rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract To the extent any increase in Water Allocation is not

allocated to the Customers it shall be transferred to the Redistribution Pool

30 **DEFAULT AND REMEDY** Recognizing the region s paramount need for a safe and dependable source of water supply the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance injunctive relief and any other equitable relief as well as monetary damages

31 **DESIGNATION AS REPRESENTATIVE AND CO APPLICANT STATUS** The Authority and the Customers shall be co applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources Subject to Section 22 herein the Customers shall waive all objections to the Permit applications relating to the acquisition operation replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal state or regional governmental entity The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto

32 **APPLICABLE LAW AND VENUE** The laws of the State of Florida govern the validity interpretation construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County Florida

33 **NO ASSIGNMENT** The rights obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold assigned transferred pledged or hypothecated unless approved in writing by all Parties

34 **NOTICE** All notices demands requests and other communications shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses sent by certified or registered mail or by overnight delivery postage prepaid with return receipt requested at such addresses provided if such notices demands requests or other

communications are sent by mail or overnight delivery they shall be deemed as given on the third day following such mailing which is not a Saturday Sunday or a day on which United States mail is not delivered The Authority s Executive Director s Office 1645 Barber Road Suite A Sarasota Florida 34240 the Charlotte County Administrator s Office Charlotte County Administration Center 18500 Murdock Circle Port Charlotte Florida 33948 1094 Manatee County Administrator s Office Manatee County Administration Center 1112 Manatee Avenue West Suite 920 Bradenton Florida 34205 the DeSoto County Administrator s Office 201 East Oak Street Arcadia, Florida 34266 the Sarasota County Administrator s Office 1660 Ringling Boulevard Sarasota Florida 34236 and the North Port City Manager s Office 5650 North Port Boulevard North Port Florida 34287 Any Party may by like notice designate any further or different addresses to which subsequent notices shall be sent

35 **RELATIONSHIP OF THE PARTIES** Nothing herein shall be deemed to constitute any Party a partner or joint venturer or to create any fiduciary relationship among the Parties

36 **THIRD PARTY BENEFICIARIES** No right or cause of action shall accrue upon or by reason hereof or for the benefit of any person not expressly named as a Party in this Contract except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract

37 **WAIVER** Unless otherwise specifically provided by the terms of this Contract no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof but such right may be exercised from time to time and as often as may be deemed expedient Any waiver shall be in writing and signed by the Party granting such waiver If any representation warranty or covenant contained in this Contract is breached by

any Party and thereafter waived by another Party such waiver shall be limited to the particular breach so waived and shall not be deemed to waive either expressly or impliedly any other breach under this Contract

38 **AUTHORIZED REPRESENTATIVES** For purposes of this Contract the Parties authorized representatives are as follows the Authority Executive Director the Charlotte County Administrator the DeSoto County Administrator the Manatee County Administrator the Sarasota County Administrator and the City of North Port City Manager Any Party may change its authorized representative at any time by written notice to all other Parties

39 **SECTION CAPTIONS AND REFERENCES** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation Except as otherwise indicated all references herein to sections are to sections of this Contract

40 **SEVERABILITY** In the event any provision of this Contract shall for any reason be determined invalid illegal or unenforceable in any respect the Parties shall negotiate in good faith and agree to such amendments modifications or supplements to this Contract or such other appropriate actions as shall to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the Parties as reflected herein and the other provisions of this Contract as amended modified supplemented or otherwise affected by such action shall remain in full force and effect

41 **ATTORNEYS FEES AND COST** In the event there is litigation arising under or related to this Contract the losing Party or Parties shall pay to the successful Party or Parties all attorney s fees and costs and expenses incurred in enforcing the Contract including attorneys fees incurred on appeal in adversarial administrative proceedings and in connection with bankruptcy

proceedings to the extent allowed by law This provision shall survive the termination of this Contract

42 **AMENDMENT** This Contract may only be amended by a writing duly executed by the Authority Manatee Charlotte DeSoto Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations

43 **ENTIRE AGREEMENT** This Contract shall constitute the entire agreement of the Authority Charlotte Manatee DeSoto Sarasota and North Port with respect to the Authority s provision of drinking water supply

44 **FURTHER ASSURANCES** The Authority Manatee Charlotte DeSoto Sarasota and North Port each shall use all reasonable efforts to provide such information execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract

45 **CONSENTS** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties such consent shall not be unreasonably withheld

46 **SUCCESSORS AND ASSIGNS** This Contract shall be binding upon and inure to the benefit of the respective successors permitted assigns administrators and trustees of the Authority Manatee Charlotte DeSoto Sarasota and North Port

47 **EXECUTION OF DOCUMENTS** This Contract shall be executed in fifteen (15) duplicate originals any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument

48 **INTERLOCAL AGREEMENT** This Contract shall constitute an interlocal agreement pursuant to Section 163 01 Florida Statutes A true and correct copy of this Contract and anv subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee Charlotte DeSoto and Sarasota

49 **AMBIGUITY** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract the result of such ambiguity shall be equally assumed and realized by each Party

50 **SOVERIGN IMMUNITY** The Customers intend to avail themselves to the benefits of Sections 768 28 and 163 01(9)(c) Florida Statutes and of other statutes and common law governing sovereign immunity to the fullest extent possible In accordance with Section 163 01(5)(o) Florida Statutes therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority or any other tort attributable to the Authority and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768 28 Florida Statutes The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws ordinances rules and common law which apply to the municipalities and counties of the State of Florida Nothing in this Contract is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law

51 **CONFLICT WITH INTERLOCAL AGREEMENT** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement the provision in the Second Amended Interlocal Agreement shall be controlling

52 **GOOD FAITH** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract

53 **WATER PURCHASE** The Customers shall have a preferential right to purchase water from the Authority The Authority may purchase water from any source available

IN WITNESS WHEREOF the Authority Manatee Charlotte DeSoto Sarasota and North Port have executed this Contract on the day month and year first above written

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

WITNESS

Edward Yates

Linda Stewart

By Patricia M. Glass

Date October 5 2005

Approved as to form

Attorney for Peace River/Manasota
Regional Water Supply Authority

BOARD APPROVED

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Patricia M Glass to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River/Manasota Regional Water Supply Authority and Patricia M Glass acknowledged before me that Patricia M Glass 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 5th day of October 2005

Edward Yates

Notary Public My
Commission
Expires

NOTARY PUBLIC STATE OF FLORIDA
Edward Yates
Commission # DD297679
Expires March 17 2008
Bonded Troy Fain Insurance Inc 800-385-7019

WITNESS

CHARLOTTE COUNTY
BOARD OF COUNTY COMMISSIONERS

By _____
Sara J Devos, Chairman

Date 9/29/05

Approved as to form
Attorney for Charlotte County
Janette S Knowlton
LR #05-43

MB

ATTEST
Barbara T Scott, Clerk of Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Sara J Devos, to me known to be the person described in and who executed the foregoing instrument on behalf of the Charlotte County, and _____ acknowledged before me that _____ 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 29th day of September, 2005

_____
Notary Public My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
Stacey K Miller
Commission # DD448505
Expires JULY 07 2009
Bonded Thru Atlantic Bonding Co Inc

DESOTO COUNTY

WITNESS

Gloria M. Coffey

Donna J. Hall

By Ronald P Neads

Date September 13, 2005

Approved as to form

Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared RONALD P NEADS to me known to be the person described in and who executed the foregoing instrument on behalf of the DeSoto County and RONALD P. NEADS acknowledged before me that RONALD P NEADS 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 14th day of September 2005

Carol Treadwell

Notary Public My Commission Expires

CAROL TREADWELL
Notary Public State of Florida
My comm xpires March 15 2006
Comm No DD098119

WITNESS

_____

_____

MANATEE COUNTY

By _____

Date 9/30/05

Approved as to form
Not applicable
Attorney for Manatee County

ATTEST: R B SHORE
Clerk of the Circuit Court

By _____

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument on behalf of the Manatee County and _____ acknowledged before me that _____ 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 ____ day of _____ 2005

_____
Notary Public My
Commission
Expires

SARASOTA COUNTY

WITNESS

By _____

Date _____

Approved as to form

_____

Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared _____ to me known to be the person described in and who executed the foregoing instrument on behalf of the Sarasota County and _____, acknowledged before me that _____ 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 _____ day of _____ 2005

_____

Notary Public My Commission Expires

Jean W Owens
My Commission DD220275
Expires June 05 2007

CITY OF NORTH PORT

WITNESS
Barbara K Ross
Cynthia Mick

By Richard A. Lockhart, Commission Chair

Date October 4, 2005

Approved as to form
Robert K Rol
Attorney for City of North Port

ATTEST
Helen Raimbeau
Helen M Raimbeau CMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Commissioner Richard A Lockhart to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port and Commissioner Richard A Lockhart acknowledged before me that Commissioner Richard A Lockhart 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 4th day of October 2005

Patsy C Adkins
Notary Public My Commission Expires October 15, 2007

Patsy C Adkins
Commission # DD258739
Expires October 15 2007
Bonded Thru Fain Insurance Inc 800-385-7019

PR Contract Exhibits

A	DESOTO PAYMENT
B	WATER ALLOCATION
C	NEW WATER SUPPLY DEMANDS
D	REGIONAL TRANSMISSION SYSTEM DELIVERY POINTS
E	REGIONAL TRANSMISSION SYSTEM HYDRAULIC CAPACITY ENTITLEMENT
F	COST ALLOCATION PERCENTAGES
G	REGIONAL EXPANSION PROGRAM
H	WATER ALLOCATION BY PROJECT
I	DESOTO EXISTING WATER SOURCES TO REMAIN AFTER DESIGNATION OF THE AUTHORITY AS EXCLUSIVE PROVIDER
J	PEACE RIVER REGIONAL WATER TREATMENT FACILITY – ANNUAL CAPITAL COMPONENT CHARGE REDEMPTION PROVISION

EXHIBIT "A"

DeSoto Payment Schedule

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	$368 564	$15 889	$101 111	$34 436	$520 000
FY06	$368 564	$15 889	$101 111	$34 436	$520 000
FY07	$368 564	$15 889	$101 111	$34 436	$520 000
FY08	$368 564	$15 889	$101,111	$34 436	$520 000
FY09	$361 403	$15 424	$177 073	$44 346	$598 247
FY10	$363 140	$15 341	$244 396	$53 586	$676 463
FY11	$369 266	$15 482	$303 326	$61 927	$750,000
FY12	$369 266	$15 482	$303 326	$61 927	$750 000
FY13	$369 266	$15 482	$303 326	$61 927	$750,000
FY14	$369 266	$15 482	$303 326	$61 927	$750 000
Remaining Years	$369 266	$15 482	$303 326	$61 927	$750 000

EXHIBIT 'B

Water Allocation

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12 525	0 535	3 048	1 192	17 300
FY06	12 758	0 550	3 500	1 192	18 000
FY07	12 758	0 550	3 500	1 192	18 000
FY08	12 758	0 550	3 500	1 192	18 000
FY09	13 895	0 593	6 808	1 705	23 001
FY10	15 031	0 635	10 116	2 218	28 000
FY11	16 100	0 675	13 225	2 700	32 700
FY12	16 100	0 675	13 225	2 700	32 700
FY13	16 100	0 675	13 225	2 700	32 700
FY14	16 100	0 675	13 225	2 700	32 700
Remaining Years	16 100	0 675	13 225	2 700	32 700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15 030	0 642	3 658	3 146	22 476
FY06	15 310	0 660	4 200	3 146	23 316
FY07	15 310	0 660	4 200	3 146	23 316
FY08	15 310	0 660	4 200	3 146	23 316
FY09	16 187	0 690	7 931	3 146	27 954
FY10	17 512	0 740	11 785	3 146	33 183
FY11	18 757	0 786	15 407	3 146	38 096
FY12	18 757	0 786	15 407	3 146	38 096
FY13	18 757	0 786	15 407	3 146	38 096
FY14	18 757	0 786	15 407	3 146	38 096
Remaining Years	18 757	0 786	15 407	3 146	38 096

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17 535	0 749	4 267	3 780	26 331
FY06	17 861	0 770	4 900	3 780	27 311
FY07	17 861	0 770	4 900	3 780	27 311
FY08	17 861	0 770	4 900	3 780	27 311
FY09	19 453	0 830	9 531	3 780	33 594
FY10	21 043	0 889	14 162	3 780	39 874
FY11	22 540	0 945	18 515	3 780	45 780
FY12	22 540	0 945	18 515	3 780	45 780
FY13	22 540	0 945	18 515	3 780	45 780
FY14	22 540	0 945	18 515	3 780	45 780
Remaining Years	22 540	0 945	18 515	3 780	45 780

Annual Average Day Peak Monthly Average Day Maximum Day are expressed in million gallons per day (MGD)

EXHIBIT C
New Water Supply Demands

Annual Average Day (MGD)					
Fiscal Year	Charlotte Co	DeSoto Co	Sarasota Co	North Port	Total
FY05	0 000	0 000	0 000	0 000	0 000
FY06	0 000	0 153	0 000	0 808	0 961
FY07	0 000	0 578	0 000	1 558	2 136
FY08	0 000	1 200	0 000	2 308	3 508
FY09	0 000	2 080	0 000	2 065	4 145
FY10	0 000	3 114	0 000	2 082	5 196
FY11	1 658	3 429	0 000	2 200	7 287
FY12	1 658	3 785	0 000	2 700	8 143
FY13	1 658	4 140	3 000	3 200	11 998

Peak Monthly Average Day (MGD)					
Fiscal Year	Charlotte Co	DeSoto Co	Sarasota Co	North Port	Total
FY05	0 000	0 000	0 000	0 000	0 000
FY06	0 000	0 184	0 000	1 547	1 731
FY07	0 000	0 694	0 000	2 731	3 425
FY08	0 000	1 440	0 000	3 714	5 154
FY09	0 000	2 496	0 000	4 740	7 236
FY10	0 000	3 737	0 000	5 255	8 992
FY11	0 000	4 115	0 000	5 825	9 940
FY12	1 990	4 542	0 000	6 229	12 761
FY13	1 990	4 968	3 600	6 599	17 157

Maximum Day (MGD)					
Fiscal Year	Charlotte Co	DeSoto Co	Sarasota Co	North Port	Total
FY05	0 000	0 000	0 000	0 000	0 000
FY06	0 000	0 214	0 000	2 460	2 674
FY07	0 000	0 809	0 000	4 010	4 819
FY08	0 000	1 680	0 000	5 285	6 965
FY09	0 000	2 912	0 000	6 606	9 518
FY10	0 000	4 360	0 000	7 245	11 605
FY11	0 000	4 801	0 000	7 950	12 751
FY12	2 321	5 299	0 000	8 430	16 050
FY13	2 321	5 796	4 200	8 860	21 177

Annual Average Day Peak Month Average Day Peak Day are expressed in million gallons per day (MGD)

EXHIBIT 'D

Regional Transmission System
Delivery Points

	Delivery Points	Pressure (5)
36 Inch/12 Inch RTS (1)	Charlotte County • Harbor Boulevard @ Bachman • Kings Highway @ DeSoto/Charlotte County Line DeSoto County • Pem Brook Pines • Kings Highway @ Lake Suzy Utilities City of North Port • Raintree @ Serris Drive	65 psi
42 Inch RTS (2)	Sarasota County • T Mabry Carlton Jr WTP	20 psi
24 Inch Kings Highway RTS (3)	Charlotte County • Kings Highway @ Kingsway Circle DeSoto County • Kings Highway @ Riverside RV Park • Kings Highway @ Peace River Street* • Kings Highway @ adjacent to Lake Suzy*	65 psi
20 Inch DeSoto Regional Pipeline (4)	DeSoto County • 8 delivery points along the transmission line as identified in the contract*	65 psi

(1) The 36 Inch/12 Inch RTS consists of approximately 7 miles of 36 inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border and 12-inch pipeline extending from the 36 inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line

(2) The 42 inch RTS consists of approximately 23 miles of 42 inch pipeline starting at the Peace River Water Treatment Facility and ending at the T Mabry Carlton Jr Water Treatment Plant in Sarasota County

(3) The 24 inch Kings Highway RTS consists of approximately 5 miles of 24 inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto Charlotte County line See contract entitled Kings Highway

Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27 1998

(4) The 20 Inch DeSoto Regional Pipeline See contract entitled DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21 2004

(5) Water pressure at delivery points at a quantity no greater than the average annual daily rate as designated on Exhibit B or as specifically designated by the Authority for a delivery point

* Future Delivery Points already in planning design or construction

EXHIBIT 'E

Regional Transmission System
Hydraulic Capacity Entitlement

	Charlotte County	DeSoto County	Sarasota County	City of North Port
36 Inch/12 Inch RTS (1)	89 65%	0 42%	0 000	9 93%
42 Inch RTS (2)	0 000	0 000	100%	0 000
24 Inch Kings Highway RTS (3)	80%	20%	0 000	0 000
20 Inch DeSoto(4)	0 000	3 1 MGD	0 000	0 000

(1) The 36 Inch 12 Inch RTS consists of approximately 7 miles of 36 inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border and 12 inch pipeline extending from the 36 inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line

(2) The 42 inch RTS consists of approximately 23 miles of 42 inch pipeline starting at the Peace River Water Treatment Facility and ending at the T Mabry Carlton Jr Water Treatment Plant in Sarasota County

(3) The 24 inch Kings Highway RTS consists of approximately 5 miles of 24 inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line See contract entitled Kings Highway Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27 1998

(4) The 20 Inch DeSoto Regional Pipeline See contract entitled DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21 2004

Current pipelines are more than adequate to transport Charlotte s 16 1 MGD to its water system

EXHIBIT "F

COST ALLOCATION PERCENTAGES

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89 65%	0 42%	0 00%	9 93%
PRO Cost Allocation	33 33%	8 33%	58 34%	0 00%
REP Cost Allocation*	27 21%	0 81%	61 72%	10 26%

* The REP cost allocation percentages were applied to the total oversized facilities payment to Charlotte for the REP however Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18 2 as follows Sarasota paying 85 62% North Port paying 13 28% and DeSoto paying 1 1%

EXHIBIT 'G'

Regional Expansion Program
Proposed Project Plan

Authority Water Supply Facilities Overview

The Authority Water Supply Facilities located in DeSoto County provide public drinking water to residents of Charlotte DeSoto and Sarasota counties The facilities allow for the use of surface water to alleviate further stress on groundwater supplies and resultant degradation in the Southern Water Use Caution Area (SWUCA)

The Regional Expansion Program (REP) is to build out the Authority Water Supply Facilities to its existing water use permit (WUP) capacity and intended to meet water demand in the Authority s system service area as detailed in Figure A attached The issuance of the WUP in 1996 provides for expansion of the Authority Water Supply Facilities to meet an anticipated demand of 32 7 million gallons per day (MGD) by the year 2016 The permit includes future water quantities to meet the needs of Charlotte DeSoto and Sarasota counties and the City of North Port

The Authority Water Supply Facilities have a current delivery capacity to supply 18 MGD of water and is located next to the Peace River in southwest DeSoto County The Authority Water Supply Facilities utilizes the Peace River as a primary source and integrates the use of an off stream reservoir for raw water storage and aquifer storage and recovery (ASR) wellfield for treated water storage The reservoir and ASR wellfield are used for source supply when river flow is below minimum limits for withdrawal or when river water quality is poor

PROJECT Description

The existing water treatment plant capacity is 24 MGD to provide for ASR recharge capacity The treatment process provides for color removal of surface water including alum coagulation filtration and disinfection Build out of the facility to meet projected water demands projected within the WUP of 32 7 MGD by 2016 is proposed by the Authority s Regional Expansion Program The Southwest Florida Water Management District ('SWFWMD) issued a WUP to the Authority in 1996 that allows for withdrawal from the Peace River to meet a demand of 32 7 MGD The term of the permit is for 20 years through 2016

The source of raw water for the Authority Water Supply Facilities is the Peace River Under the SWFWMD s WUP issued to the AUTHORITY the AUTHORITY can divert up to 10 percent of the Peace River flow to the Authority Water Supply Facilities when flow exceeds 130 cubic feet per second (cfs) During periods of high flows from the Peace River raw water is stored in an off stream reservoir and any water after treatment in excess of customers demand is stored in the ASR wellfield which consists of 21 ASR wells When the conditions of the Peace River are such that the ability to withdraw from the river is partially or completely eliminated the off stream reservoir and ASR wellfield are utilized to meet the water supply demands of the Authority s customers

The Authority s Regional Expansion Program will provide expanded facilities to provide the ability to deliver the total allocation of 32 7 MGD to the Authority s customers The PROJECT includes expanding the raw water reservoir capacity with a second new off stream reservoir with a capacity of 6 billion gallons increasing the water treatment plant capacity by 24 MGD and extension of the regional transmission system to serve areas of DeSoto County

Regional Reservoir Expansion

The existing off stream reservoir capacity is approximately 0 6 billion gallons for the purpose of storing raw water withdrawn from the Peace River The reservoir is used for raw water supply to the Authority Water Supply Facilities when river flow is below minimum limits for withdrawal or when river water quality is poor The proposed Regional Reservoir Expansion is to provide approximately 6 billion gallons of additional storage resulting in a total reservoir storage capacity of approximately 6 6 billion gallons This storage volume is required to provide a sustainable supply to meet the Authority s customers demand during dry periods when withdrawal from the Peace River is limited in order to maintain minimum flow to the downstream estuary and Charlotte Harbor

The new reservoir will be an above-ground basin formed by an engineered earthen embankment approximately 30 feet above existing ground surface The embankment will consist of compacted fill with a geosynthetic membrane and an impervious water retaining zone within the embankment A soil bentonite slurry wall will be installed extending from the geosynthetic membrane zone to the underlying clay layer to cut off underseepage beneath the embankment In addition an internal chimney drain will be installed to intercept potential seepage through the embankment A perimeter seepage collection ditch will be constructed at the downstream toe of the embankment to collect and convey seepage Access to the reservoir will be limited for security reasons

Mitigation for the reservoir impacts is planned through restoration of the RV Griffin Reserve This reservoir is the largest surface area that can reasonably be built on the site without the need for off site mitigation of on site wetland impacts

New piping to pump up to 90 MGD of raw water from the river to the reservoir and piping to transfer water from the new reservoir to the exiting reservoir is also included in the project The PROJECT includes design permitting and construction of the reservoir expansion including raw water piping improvement to improve the ability to divert raw water from the Peace River to the Reservoir

The reservoir expansion will be located on AUTHORITY property and the RV Griffin Reserve owned by the SWFWMD The land use plan presented in A Plan for the Use and Management of the RV Griffin Reserve (SWFWMD November 1996) provides a conceptual siting of a reservoir expansion

Peace River Water Treatment Plant Treatment Capacity Expansion

The current water treatment plant treatment capacity is 24 MGD The proposed expansion is anticipated to provide an additional 24 MGD of treatment capacity and result in a total capacity of 48 MGD The facility expansion is to include raw water pumping (river and reservoir) powder

activated carbon (PAC) contact basins rapid mix flocculation and sedimentation basins filters chlorine contact basins chemical feed systems above ground storage tanks high service pumping backwash recovery basins residual thickening and mechanical dewatering system instrumentation and controls The additional treatment components will be incorporated into the existing treatment scheme and supervisory control and data acquisition (SCADA) system The expansion also includes the construction of an operations center

Improvements to the river raw water pump station will include the addition of new river pumps to increase the installed diversion pumping capacity to 90 MGD consistent with the maximum day withdrawal allowed by the Authority s WUP and construction of a second 48 inch raw water pipeline from the river pumping station to the reservoir site

New pumps will be added to the existing reservoir pumping station to increase the reservoir pumping capacity to a firm capacity of 54 MGD of raw water from the reservoir to the treatment plant A new 30 inch pipeline from the reservoir pump station to the treatment plant is also planned to accommodate the increased capacity of the reservoir pumping station

DeSoto County Regional Transmission System Extension

The DeSoto County Regional Transmission System (RTS) extension will provide transmission of potable water from the Authority Water Supply Facilities to extended areas of DeSoto County The RTS extension consists of approximately 5 miles of 20 inch diameter pipeline from the Peace River Facility to an end point at U S 17 and Enterprise Drive where it connects to the DeSoto County utility system The pipeline route is adjacent to County Road 761 and U S 17 and is entirely within DeSoto County

The RTS is sized beyond DeSoto s need to provide the capacity for potential future expansion of the Authority Water Supply Facilities to locations beyond DeSoto County and future interconnection with other neighboring utilities within DeSoto and Charlotte counties Further interconnection of utility systems would enhance regional supply management and provide the opportunity to rotate and rest sources of supply

Schedule

The anticipated schedule is provided in Table 1

Table 1
Authority Water Supply Facilities Expansion
Project Schedule

	Regional Reservoir Expansion	Water Treatment Plant Expansion	DeSoto County RTS Extension
Consultant Selection	Completed	Completed	Completed
Expansion Analysis	Completed	Completed	Completed
Water Quality Master Plan Update	N/A	Completed	N/A
Basis of Design Report	September 2005	September 2005	Completed
Permitting	September 2006	September 2006	Completed
Detailed Plans and Specifications	September 2006	September 2006	Completed
Bidding	November 2006	November 2006	Completed
Award Construction Contract	December 2006	December 2006	Completed
Project Substantial Completion*	October 2008	October 2008	September 2005
Final Completion of Construction	March 2009	March 2009	September 2005

*Project Substantial Completion is the beneficial use of the facilities to produce and deliver water

Costs

The summary of probable costs (2005 dollars) is provided in Table 2

Table 2
Authority Water Supply Facilities Expansion
Summary of Probable Costs

Activity	Total Project Cost
Regional Reservoir Expansion	$49 000 000
Water Treatment Plant Expansion	$70 768 000
DeSoto County RTS Extension	$3,632,000
TOTAL REP COST	$123 400 000

The probable costs shown are hard costs for engineering services and construction The costs do not include Authority administrative costs or cost of bond issuance

EXHIBIT 'H

Water Allocation by Project

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Supply Facility (1991 Facility)	10 758	0 050	0 000	1 192
PRO Water Allocation	2 000	0 500	3 500	0 000
REP Water Allocation	3 342	0 125	9 725	1 508

EXHIBIT "I

DeSoto Existing Water Sources to Remain After Designation of the Authority as Exclusive Provider

1) Sources associated with that certain Interlocal Bulk Water and Wastewater Supply Agreement Between the City of Arcadia and DeSoto County dated January 30 2001

2) The Reverse Osmosis Facility at DeSoto Correctional Institute

3) The Reverse Osmosis Facility at the G Perce Wood Memorial Hospital Facility

EXHIBIT "J"

Peace River Regional Water Treatment Facility – Annual Capital Component Charge Redemption Provision

Annual Capital Component Charge After REP Oversized Capacity Payment made to Charlotte County of $3 287 098 00	$1 971 557 00
Monthly Capital Component Charge payable To Charlotte County beginning January 1 2006 Through and including October 1 2021	$ 164 296 42
Level Debt Service Factor based on Allocable Amount of Bond Issue related to Peace River Facility	7 491893%
Redemption value of Capital Component Charge Assuming a Series 2005 bond closing of December 14 2005 and a Level Debt Service Factor of 7 491893% (Illustrative purposed only)	$18 299 274 17

Redemption of Annual Capital Component Charge

Upon mutual agreement between the Authority and Charlotte the remaining Annual Capital Component Charges of $1 971 557 00 can be redeemed on any date at the following redemption price

The sum of the present values of the remaining scheduled Annual Capital Component Charges on a monthly basis ($164 296 42) discounted to the date of redemption on a monthly basis (assuming a 360 day year consisting of twelve 30 day months) at the Capital Component Charge for Peace River Regional Water Treatment Facility – level debt service factor based on allocable amount of 7 491893%

EXHIBIT E - Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 1.

FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT (this Amendment) is made and entered into as of the 4th day of JUNE 2008 by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY** a regional water supply authority created and existing pursuant to Sections 373 196 373 1962 and 163 01 Florida Statutes and other applicable law acting by and through its Board of Directors the governing board thereof (Authority) **MANATEE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Manatee) **CHARLOTTE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Charlotte) **DeSOTO COUNTY** a political subdivision of the State of Florida acting through its Board of County Commissioners the governing board thereof (DeSoto) **SARASOTA COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Sarasota) and the **CITY OF NORTH PORT** a municipal corporation of the State of Florida acting by and through its Board of City Commissioners the governing board thereof (North Port) (collectively Customers)

WITNESSETH

WHEREAS the Authority and Customers entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5 2005 (the Agreement) and

WHEREAS pursuant to the Agreement each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water each Customer identified that quantity of water it shall purchase from the Authority in the designated Contract Year For the initial time period through Contract Year 2013 the New Water Supply Demands in Exhibit C was the water each Customer irrevocably committed to purchase from the Authority and the Authority agreed to supply such water and

WHEREAS, at the time Customers submitted their New Water Supply Demands to the Authority in 2005 Customers were experiencing rapid population growth and intense development and

WHEREAS, the Customers have since submitted their New Water Supply Demands to the Authority in 2008 the rapid population growth and intense development previously experienced by the Customers has declined and

WHEREAS, the Agreement may only be amended by a writing duly executed by the Authority Manatee Charlotte DeSoto Sarasota and North Port and pursuant to the terms and conditions of the Agreement

NOW, THEREFORE, in consideration of the foregoing recitals Authority and the Customers hereby agree as follows

1 **Incorporation of Recitals** The foregoing recitals are true and correct and are incorporated herein by reference

2 **Amendments**

2 1 Exhibit C of the Agreement entitled New Water Supply Demands is hereby deleted in its entirety and replaced with the amended Exhibit C attached to this amendment

3 **Ratification** The terms and conditions of the Agreement as amended by this Amendment are hereby ratified and confirmed by the parties

IN WITNESS WHEREOF the Authority Manatee Charlotte DeSoto Sarasota and North Port have caused this Amendment to be executed effective as of the date first above written

IN WITNESS WHEREOF have executed this Contract on the day month and year first above written

EXHIBIT E - Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 1.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

WITNESS

Linda Stewart

Edward Yates

By _____
Shannon Staub Chairman

PRMRWSA JUN 4 2008 BOARD APPROVED

Date 6-4-08

Approved as to form

_____
Attorney for Peace River Manasota Regional Water Supply Authority

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Shannon Staub to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and Shannon Staub acknowledged before me that Shannon Staub 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 4th day of June 2008

Edward Yates

Notary Public My Commission Expires

EDWARD YATES
Commission DD 760115
Expires March 17 2012
Bonded Thru Troy Fain Insurance 800-385-7019

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By _____
Thomas C D'Aprile Chairman
Date _____

ATTEST
Barbara T Scott Clerk of Circuit
Court and Ex Officio Clerk to the
Board of County Commissioners
By Anne L Fiehler
5 13 08 Deputy Clerk AGR 2005 048

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Janette S Knowlton
Janette S Knowlton County Attorney MB
LR # 08-43

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Tom D Aprile to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County and _____ acknowledged before me that TOM D'APRILE 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 14th day of May 2008

Bonnie S Stoner
Notary Public
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
Bonnie S Stoner
Commission DD447969
Expires JULY 26 2009
Bonded Thru At

EXHIBIT E - Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 1.

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS

By T Felton Garner

Carol Treadwell

Date May 16, 2008

Approved as to form

Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF FLORIDA

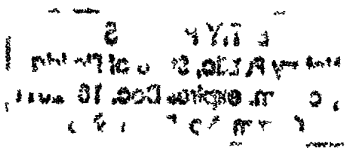
I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared T Felton Garner to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County and he 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 16th day of May 2008

Notary Public My Commission Expires

BETTY PHILLIPS
Notary Public, State of Florida
My comm. expires Dec. 18, 2011
Comm. No. DD741978

EXHIBIT E - Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 1.



MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS

_____ By _____

_____ Date 4/22/08

Approved as to form

_____
Attorney for Manatee County

BOARD OF COUNTY COMMISSIONERS SEAL MANATEE CO FLA

ATTEST R B SHORE
CLERK OF CIRCUIT COURT
BY _____
SUSAN G ROMINE DEPUTY CLERK

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared _____ to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County and _____ acknowledged before me that _____ 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 _____ day of _____ 2008

_____
Notary Public My Commission Expires

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS
Paula J Huntsman

By Shannon Stucb

Deborah Shaffer

Date 5/13/2008

Approved as to form

Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Shannon Stucb to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County and _____ acknowledged before me that _____ 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 13th day of May 2008

Roberta Ilene Benson

Notary Public My
Commission
Expires

ROBERTA ILENE BENSON
MY COMMISSION # DD 706512
EXPIRES August 20 2011
Bonded Thru Notary Public Under

WITNESS
Patricia A Edwards

Vida Strong

CITY OF NORTH PORT

By _____

Date April 28, 2008

Approved as to form
Robert K Rob
Attorney for City of North Port

ATTEST
Helen M Raimbeau
Helen M Raimbeau CMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared FRED E Tower III to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port and _____ acknowledged before me that _____ 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 30 day of April 2008

BETH E LEGARE
MY COMMISSION # DD743658
EXPIRES December 23 2011
1-800-3-NOTARY FI Notary Discount Assoc Co.

Beth E Legare
Notary Public My Commission Expires 12/23/11

EXHIBIT C
New Water Supply Demands

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0 000	0 000	0 000	0 000	0 250	0 250
FY09	0 000	0 000	0 000	0 000	0 250	0 250
FY10	0 000	0 032	0 000	0 000	0 250	0 282
FY11	0 000	0 123	0 000	0 000	0 250	0 373
FY12	0 000	0 279	0 000	0 000	0 250	0 529
FY13	0 000	0 409	0 000	0 000	0 400	0 809
FY14	1 658	0 539	0 000	0 000	0 500	2 697
FY15	1 658	0 763	0 000	0 000	0 500	2 921

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0 000	0 000	0 000	0 000	0 400	0 400
FY09	0 000	0 000	0 000	0 000	0 400	0 400
FY10	0 000	0 038	0 000	0 000	0 400	0 438
FY11	0 000	0 148	0 000	0 000	0 400	0 548
FY12	0 000	0 335	0 000	0 000	0 400	0 735
FY13	0 000	0 491	0 000	0 000	0 600	1 091
FY14	1 990	0 647	0 000	0 000	1 000	3 637
FY15	1 990	0 916	0 000	0 000	1 000	3 906

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0 000	0 000	0 000	0 000	0 500	0 500
FY09	0 000	0 000	0 000	0 000	0 500	0 500
FY10	0 000	0 045	0 000	0 000	0 500	0 545
FY11	0 000	0 172	0 000	0 000	0 500	0 672
FY12	0 000	0 391	0 000	0 000	0 500	0 891
FY13	0 000	0 573	0 000	0 000	1 000	1 573
FY14	2 321	0 755	0 000	0 000	1 500	4 576
FY15	2 321	1 068	0 000	0 000	1 500	4 889

Annual Average Day Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD)

Linda Stewart
9415 Town Center Pkwy
Lakewood Ranch, FL 34202

MAD

Inst. 201514004166 Date: 8/5/2015 Time: 10:56 AM
KB DC,Mitzie McGavic,Desoto County Page 1 of 13

SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONALWATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT ("Second Amendment") is made and entered into as of the 5th day of AUGUST, 2015, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY,** a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes, and other applicable law, acting by and through its governing board ("Authority"); **MANATEE COUNTY,** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("Manatee"); **CHARLOTTE COUNTY,** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, ("Charlotte"); **DESOTO COUNTY,** a political subdivision of the State of Florida, acting through its Board of County Commissioners, ("DeSoto"); **SARASOTA COUNTY,** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, ("North Port") (collectively "Customers").

Recorded with Manatee County Florida Clerk Access Official Records at www.ManateeClerk.com

WITNESSETH:

WHEREAS, the Authority and Customers entered into the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 ("MWSC") and entered into a First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract on June 4th, 2008; and

WHEREAS, the Authority and Charlotte County entered into an Interlocal Agreement Resolving 1991 Rebuild Project Dispute ("Settlement") on November 25, 2014. This Settlement, in part, provides for Charlotte County and the Authority to cooperate to modify certain provisions of the MWSC including changing the definition of the term "Renewal and Replacement Costs" and modifying potions of Exhibit B entitled Water Allocation for Sarasota and City of North Port; and,

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015098517 13 PG(S)
August 07, 2015 10 51:46 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 3999 PAGE 612 PAGE: 1 OF 13
INSTR # 2372563 Doc Type: AGR
Recorded: 8/5/2015 at 12:05 PM
Rec. Fee: RECORDING $112.00
Cashier By: MICHELED

WHEREAS, pursuant to the MWSC, each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water and the quantity of water it shall purchase from the Authority in the designated Contract Year. The New Water Supply Demands in Exhibit "C" of the MWSC provides for the quantity of water each Customer is irrevocably committed to purchase from the Authority, and the Authority agrees to supply such water; and

WHEREAS, the Customers have sought to modify the MWSC to remove all request for additional water from Exhibit "C" of the MWSC; and

WHEREAS, the MWSC may only be amended by in writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and conditions of the MWSC.

NOW, THEREFORE, in consideration of the foregoing recitals, Authority and the Customers agree as follows:

1. **Incorporation of Rights**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Amendments**.

2.1 Exhibit "B" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "B" table attached to this Second Amendment.

2.2 Exhibit "C" of the MWSC, entitled "New Water Supply Demands" and previously modified by the First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract dated June 4th, 2008, is deleted in its entirety and replaced with the Exhibit "C" table attached to this Second Amendment.

2.3 The definition of Renewal and Replacement Costs at provision 1.36 of the MWSC is deleted in its entirety and replaced with the following: "1.36 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity."

2.4. Paragraph 16.7 Desoto Payment shall be deleted in its entirety and replaced with the following: "16.7 DeSoto Payment. The Authority shall collect from its

Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 20010420.008 are modified and Authority Customer's Water Allocation in Exhibit "B" is amended for more than 34.7 MGD (Annual Average Daily) or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid shall be readdressed by all Parties to the Contract."

2.5. Exhibit "A" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "A" table attached to this Second Amendment.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have caused this Second Amendment to be executed effective as of the date first above written.

IN WITNESS WHEREOF, have executed this Second Amendment on the day, month and year first above written.

WITNESS:

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

By: _____
Joan Champie, Chairman

Date: August 5, 2015

Approved as to form:

General Counsel for Peace River Manasota Regional Water Supply Authority

BOARD APPROVED

AUG - 5 2015

Peace River Manasota
Regional Water Supply Authority

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, John Chappie, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and John Chappie, acknowledged before me that John Chappie, 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 5th day of August, 2015.

Notary Public
My Commission Expires:

Ann Lee
COMMISSION # FF203768
EXPIRES: February 25, 2019
WWW.AARONNOTARY.COM

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By: William G. Truex
Chairman

Date: July 14th, 2015

ATTEST:
Barbara T. Scott, Clerk of Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: Jeanne Lanning
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton
Janette S. Knowlton, County Attorney

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Wm G. Truex, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and NA, acknowledged before me that Wm G. Truex, 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 14th day of July, 2015.

Bonnie S. Stoner
Notary Public
My Commission Expires: 7/6/17

BONNIE S. STONER
MY COMMISSION EXPIRES
July 6, 2017
#FF 020794
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:
Mandy J. Hines

MANDY J. HINES

By: _____
Chair
Date: May 26, 2015

Approved as to form:
_____
Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Gabriel Duave, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and BOCC, acknowledged before me that Gabriel Duave, 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 3rd day of June, 2015.

_____
Notary Public
My Commission Expires:

JILL THOMPSON
Notary Public, State of Florida
My Comm. Expires Jun. 29, 2016
Commission No. EE 164393

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair
Date: June 16, 2015

ATTEST: R. B. SHORE
Clerk of Circuit Court
By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Betsy Benac, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and _____, acknowledged before me that _____, 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 16th day of June, 2015.

KATHLEEN C. ELLIS
Notary Public - State of Florida
My Comm. Expires Jun 17, 2015
Commission # EE 96572
Bonded Through National Notary Assn.

Kathleen C Ellis
Notary Public
My Commission Expires: 6-17-2015

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Charles Maloney

By: _____
Chair

Date: 7/14/15

Approved as to form:

_____
Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Carolyn J. Mason, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and She, acknowledged before me that She, 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 7th day of July, 2015.

JoAnn D Mann
Notary Public
My Commission Expires:

JO ANN D. MANN
Notary Public - State of Florida
My Comm. Expires Jul 18, 2018
Commission # FF 104410

CITY OF NORTH PORT

WITNESS:

Beth Scott

By: Rhonda DiFranco
Mayor

Date: 6-8-15

Approved as to form:

Attorney for City of North Port

ATTEST:
Helen M. Raimbeau
Helen M. Raimbeau, MMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Mayor Rhonda y. DiFranco, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and _____, acknowledged before me that Rhonda DiFranco 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 8th day of June, 2015.

CYNTHIA D. KELLY
MY COMMISSION # FF062012
EXPIRES: November 24, 2017

Cynthia D. Kelly
Notary Public
My Commission Expires: 11/24/17

EXHIBIT "A"

DeSoto Payment Schedule
(approved 2015)

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	$368,564	$15,889	$101,111	$34,436	$520,000
FY06	$368,564	$15,889	$101,111	$34,436	$520,000
FY07	$368,564	$15,889	$101,111	$34,436	$520,000
FY08	$368,564	$15,889	$101,111	$34,436	$520,000
FY09	$361,403	$15,424	$177,073	$44,346	$598,247
FY10	$363,140	$15,341	$244,396	$53,586	$676,463
FY11	$369,266	$15,482	$303,326	$61,927	$750,000
FY12	$369,266	$15,482	$303,326	$61,927	$750,000
FY13	$369,266	$15,482	$303,326	$61,927	$750,000
FY14	$369,266	$15,482	$303,326	$61,927	$750,000
FY15	$369,266	$15,482	$303,326	$61,927	$750,000
FY16	$369,266	$15,482	$345,541	$65,711	$796,000
Remaining Years	$369,266	$15,482	$345,541	$65,711	$796,000

EXHIBIT "B"

Water Allocation
(approved 2015)

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15.031	0.635	10.116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
FY15	16.100	0.675	13.225	2.700	32.700
FY16	16.100	0.675	15.060	2.865	34.700
Remaining Years*	16.100	0.675	15.060	2.865	34.700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
FY15	18.757	0.786	15.407	3.146	38.096
FY16	19.320	0.810	18.084	3.438	41.652
Remaining Years*	19.320	0.810	18.084	3.438	41.652

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
FY15	22.540	0.945	18.515	3.780	45.780
FY16	22.540	0.945	21.084	4.011	48.580
Remaining Years*	22.540	0.945	21.084	4.011	48.580

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).

*Remaining Years means the remaining years of the term of this MWSC.

EXHIBIT "C"
New Water Supply Demands
(approved 2015)

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT , entered into this ____ day of _____, 2024, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof ("Authority"); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Manatee"); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Charlotte"); **DeSOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof ("DeSoto"); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof ("North Port") (collectively "Customers").

WITNESSETH:

WHEREAS, the Authority was created for the purpose of developing, storing and supplying water for county and municipal purposes and exists pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrent with this Contract; and

WHEREAS, the Authority has determined that the potable water supply needs for citizens residing within Charlotte, Manatee, DeSoto and Sarasota Counties and North Port, can best be met in whole or in part by expanding the Authority Water Supply Facilities, in a cooperative and coordinated manner; and

WHEREAS, the Authority and the Customers agree it is necessary to expand Authority Water Supply Facilities to meet the future water supply needs of the Authority's Customers; and

WHEREAS, it is the intent of the Parties that this Contract govern the operation, maintenance, alteration, replacement and expansion of the Authority Water Supply Facilities; and

WHEREAS, the Authority and its Customers recognize that as a result of increased Customers' demands, the Authority Water Supply Facilities will not satisfy all future Customers' demands and the Authority has begun developing other water supplies; and

WHEREAS, Manatee has projected that it will require of potable water from the Authority by 2038; and

WHEREAS, expansions to the Authority Water Supply Facilities and the design and construction of new Authority Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds, capital contributions from the Customer(s), capital contributions from SWFWMD, or other governmental grants, or any combination thereof; and

WHEREAS, the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract, and the Authority desires to provide the Customers water according to the terms and conditions of this Contract; and

WHEREAS, recognizing the benefits provided existing and future Water Supply Sources, the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for all future Water Supply Source projects of the Authority; and

WHEREAS, the Customers desire that the Authority facilitate the transfer of Authority water among Customers, with such transfers being made through the Authority at the same Water Rate assessed by the Authority; and

WHEREAS, this Contract is intended to constitute the entire agreement between the Authority and Manatee, Charlotte, DeSoto, Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth, the Authority and the Customers intending to be legally bound hereby agree as follows:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Contract and in the attached exhibits shall have the following meanings:

1.1 Annual Average Daily Quantity. The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation.

1.2 Authority. The Peace River/Manasota Regional Water Supply Authority.

1.3 Authority Board. The Authority's governing body.

1.4 Authority Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply.

1.5 Authority Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by the Authority.

1.6 Available Water. That portion of a Customer's Water Allocation that is temporarily available to other Customers through the Redistribution Pool.

1.7 Base Rate Charge. For any Contract Year, the rate established by resolution of the Authority for payment of the Authority Obligations, Bond Coverage Costs, Debt Service Costs, Hydraulic Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities. The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding, operating, repair and replacement, maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water, if any, being produced or delivered by the Authority, with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation.

1.8 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.

1.9 Capital Improvement Plan. A running five-year plan amended and approved annually by the Authority Board of Directors for projects and capital expenditures.

1.10 Capital Needs assessments. A running twenty-year plan amended and approved annually by the Authority Board of Directors identifying projects and expected project funding required to meet regional goals during the 20-year planning horizon.

1.11 Conservation Rate. For any Contract Year, the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit "B".

1.12 Contract. The original Master Water Supply Contract entered into by the Parties on October 5, 2005, as amended hereby.

1.13 Contract Year. The period between execution of the Contract and September 30, 2021, and each fiscal year of the Authority (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.

1.14 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.

1.15 Customer Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by Manatee, DeSoto Charlotte, Sarasota or North Port

1.16 Debt Service Cost(s). For any Contract Year, all costs including reserve or coverage requirement, if any, incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments, interest payments, redemption premiums, if any, and service charges with respect to payment of Obligations.

1.17 Delivery Point(s). The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation. The existing Delivery Point(s) for each Customer is attached hereto as Exhibit "D." Delivery Points may be changed or added, if there is available hydraulic capacity in the pipeline, by agreement of the Customer and Authority and an exhibit of all current Delivery Points shall be maintained by the Authority.

1.18 DeSoto Payment. For any Contract Year, an amount included in the Water Rate, transmitted by the Authority to DeSoto in the amounts set forth on Exhibit" A" for the term of the Contract.

1.19 Exclusive Provider Customer. A subset of Customers that designate the Authority as its exclusive provider of new potable water supply in this MWSC.

1.20 Financing Documents. Any resolution or resolutions of the Authority, as well as any indenture of trust, trust agreement or similar document relating to the issuance or security of the Obligations.

1.21 Fixed Operating and Maintenance Costs. All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation, maintenance, management, security and development of the Authority Water Supply Facilities.

1.22 Hydraulic Capacity Entitlement. Hydraulic Capacity Entitlement is depicted as a percentage of the then existing hydraulic capacity of the specified pipeline. The existing

Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit "E." Hydraulic Capacity Entitlement may be changed by agreement of the Customer and Authority and an exhibit of all current Hydraulic Capacity Entitlements by Customers shall be maintain by the Authority.

1.23 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers' Hydraulic Capacity Entitlement.

1.24 Maximum Daily Quantity. The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation.

1.25 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.

1.26 MGD. Million gallons per day.

1.27 New Authority Water Supply Demands. The request and commitment by contract between a Customer and the Authority for the provision of Authority Water Supply Source. The Authority shall maintain a current tabulation of Water Allocation allotted to each Customer.

1.28 Obligation(s). A series of bonds or other evidence of indebtedness, including but not limited to, Financing Documents, notes, commercial paper, capital leases or any other debt of the Authority issued or incurred.

1.29 Operating and Maintenance Cost(s). For any Contract Year, all costs budgeted and reserves established by the Authority for operating, maintaining and securing the Authority Water Supply Facilities during such Contract Year, including, but not limited to: a) personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; b) the general and administrative costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; c) minor capital expenditures of the Authority for items such as tools, parts, and other equipment and vehicles necessary for the operation, maintenance and security of the Authority Water Supply Facilities; and, d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities.

1.30 Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.

1.31 Peak Month Average Daily Quantity. Authority during the calendar month of the Customer's highest water use, divided by the number of days in that month and expressed in MGD as set by the Customer's Water Allocation.

1.32 Permits. All licenses, permits, authorizations or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient for the acquisition, construction, expansion and operation of Authority Water Supply Facilities and Authority Water Supply Sources, including but not limited to any general water use permit, temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity.

1.33 PRO. The Amended Peace River Option Water Supply Contract dated March 8th, 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity

1.34 Redistribution Pool. A depository of each Customer's Available Water for any Contract Year for purchase by all Customers.

1.35 Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes, real property, interest in real property, fixtures and personal property. Regional Transmission System does not include the Aquifer, Storage and Recovery ("ASR") system or its connecting piping.

1.36 Regional Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment system, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority, excluding the Regional Transmission System.

1.37 Renewal and Replacement Charges. The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The charges will be established to satisfy the requirements of the Authority's Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities. Renewal and Replacement Charges do not include capital expenditures

associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.

1.38 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade, and betterment of the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.

1.39 Renewal and Replacement Fund. The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority. The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority.

1.40 Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed October 5, 2005.

1.41 System Capacity. The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD.

1.42 Variable Operating and Maintenance Costs. All operating and maintenance costs and expenses of the Authority for the operation, maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority, including, but not limited to, power, chemicals and water purchases.

1.43 Water Allocation. The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit "B" as increased from time to time pursuant to Section 8.

1.44 Water Rate. For any Contract Year, the rate established by resolution of the Authority for the sale of water, which, to the extent applicable, shall be comprised of a Base Rate Charge, the DeSoto Payment, and a Water Use Charge.

1.45 Water Supply Emergency. A loss or reduction in System Capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by resolution by the Authority Board.

1.46 Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by Charlotte, DeSoto, Manatee. North Port, Sarasota or the Authority and used for the provision of potable water supply.

1.47 Water Use Charge. For any Contract Year, the rate established by the Authority for payment of the Variable Operating and Maintenance Costs. This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer.

2. **TERM.** The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty-fifth (35th) anniversary of the execution date falls. The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty-five (35) years, said extension to expire on the last day of the Contract Year in which the seventieth (70th) anniversary of the execution date falls. Such option must be exercised at least two (2) years prior to expiration. If during the Contract term, the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above, the Contract will automatically be extended to include the last payment date of such additional Obligations. Before the expiration of this Contract, the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract's expiration date to meet the overall intent of the Authority to provide regional drinking water.

3. **AUTHORITY CAPACITY.** The Authority is authorized to maintain capacity of the Authority Water Supply Facilities.

4. **INTANGIBLE ASSETS OF THE CUSTOMERS.** Each Customer's Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer's utility system pursuant to the terms and conditions of the Contract.

5. **FUNDING FROM SWFWMD.** All Parties shall support obtaining the maximum amount of funding from SWFWMD for any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.

6. **REPRESENTATION OF THE PARTIES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port make the following representations:

6.1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.

6.2 Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by it a) has been duly authorized by its governing board; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters for Authority financed projects; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected except as provided herein under Sections 11.5 and 11.6.

6.3 This Contract has been duly entered into and delivered by the respective governing boards and, as of the date of its full execution by all Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

6.4 There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party which is not resolved by the execution of this Contract, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or

which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

7. **DELIVERY OF WATER.** During each Contract Year, the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract. Customers shall pay for and the Authority shall timely develop and deliver new Authority Water Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 8 and 9 herein.

7.1 Allocation. The Authority shall be required to deliver water for a Customer's water demand from its Water Allocation. Future Water Allocations will be delivered only in accordance with a Customer's New Water Supply Demands in Exhibit "C" as modified by projected water demands pursuant to Section 8 herein. If a Customer meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer's permittable future potable water demand in its Water Allocation and New Water Supply Demands.

7.2 Limitation of Allocation. The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable Permits. If, at any time, there is insufficient potable water available to fully meet the Water Allocations described above for any reason, then the Customers shall have their Water Allocations reduced on a pro-rata basis.

7.3 Delivery Point. The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified and maintained by the Authority. Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).

7.4 Exceedance of Delivery Schedule. Subject to Section 7.5 herein, in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity, its Maximum Daily Quantity, and/or its Annual Average Daily Quantity of its Water Allocation, the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution. During emergency conditions as declared by resolution of the Authority Board, the Authority shall not charge the Conservation Rate for water delivery in excess of the

Water Allocation. Exclusive Provider Customer water allocation is determined by the Authority; therefore, Exclusive Provider Customer(s) shall not be assessed exceedance charges.

7.5 Authority Water Transfers. All Authority water transfers shall be provided solely through the Authority. As part of the New Water Supply Demands process set forth below, each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years. The Authority shall then determine the total Customer demands for Authority Water. The Authority shall determine the difference between each Customer's Water Allocation and projected water demands for the next ten (10) years on an annual basis. By February 15 of each year, the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation, if any, above the Authority's projected water demands for each of the next ten (10) years. Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water, either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities, if any, for each of the next ten (10) years. If the Customer supplies alternative Available Water quantities, this quantity shall be placed in the Redistribution Pool. Failure of a Customer to respond within thirty (30) days shall result in that Customer's Available Water quantity as determined by the Authority, being transferred into the Redistribution Pool. Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool. The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years. Each year shall have a separate Redistribution Pool of water quantities designated. A receiving Customer's failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract. The Authority shall not transfer more water than the amount of Available Water in the Redistribution Pool. Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract.

7.5.1 Assignment and Payment. The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract. Customers may request

Available Water from the Redistribution Pool for the corresponding time frame of their need for additional water. If there is more demand for water than there is Available Water in a given year, the Authority shall distribute the water on pro-rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue.

7.5.2 Payment. Payment adjustments to the Customers supplying Available Water shall be on a pro-rata basis, based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool.

7.5.3 Assessment of Conservation Rate. Only for purposes of calculating the assessment of the Conservation Rate, the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity.

7.6 Water Supply Emergency. The Authority and its Customers shall seek the interconnection of the Authority Water Supply Facilities with other water supply facilities in the region and the Authority's Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions. The Authority and its Customers shall make available capacity, if any, in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity. In a Water Supply Emergency, Conservation Rates, inclining block rates, or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency.

8. **FUTURE WATER SUPPLY PROCEDURE.** It is the intention of the Parties that this Section set forth the manner in which each Customer will request, and the Authority will provide, future water supply from the Authority Water Supply Facilities. The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead-time for planning and development of Authority Water Supply Sources to meet New Water Supply Demands.

8.1 No later than January 15th of each Contract Year, each Customer shall submit to the Authority a report which identifies the following:

(i) Total projected water demand by Contract Year for the next 20 years ("Total 20 Year Demand");

(ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill ("Authority Supplied Water") in terms of Annual Average Daily Quantity, Peak Month Average Daily Quantity and Maximum Daily Quantity; and

1. (iii) The basis for each projection.

The Authority shall review, coordinate, and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board. The Authority shall also report to the Customers and Authority Board, its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty-year planning period. The Authority shall use this data, as well as other population and water demand data, as a basis for the planning and development of Authority Water Supply Sources to meet New Water Supply Demands. Each Customer may modify its Total 20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing, subject to the provisions in this Section.

8.2 By submitting its projections for Authority Supplied Water, each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands as modified at Exhibit "C" shall be the water each Customer irrevocably commits to purchase from the Authority, and the Authority agrees to supply such water. After Contract Year 2013, by submitting its projection for Authority Supplied Water each Customer agrees to purchase, and the Authority agrees to supply, that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand. Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water. However, unless it otherwise has excess water capacity available, the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period. Annually, the Authority shall issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit "C" for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers.

8.3 The parties acknowledge that the planning, permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands. Therefore, the Authority will, from time to time, develop new Authority Water Supply

Sources with water quantities that exceed immediate Customer demands. Upon the Authority determination to develop a specific Authority Water Supply Source, the Authority shall assign a proportionate share of the new Authority Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Authority Water Supply Source project quantity to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro-rata based on their proportionate New Water Supply Demands at the time when the new Authority Water Supply Source Water Allocation would be fully utilized. For example, in year 2026, the Authority designates a new Authority Water Supply Source project for 6 MGD to provide water by 2028. The total of New Water Supply Demands does not exceed 6 MGD until 2030, when it is 6.7 MGD. The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A's New Water Supply Demand of 2.3 MGD for 2030 divided by the total of all the Customers' New Water Supply Demands of 6.7 for 2030 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Authority Water Supply Source project, it shall issue addendum to the following: (1) to increase and update the Water Allocation table at Exhibit "B;" (2) to update the cost allocation percentages table at Exhibit "F" to show the new project's cost allocation percentages. The Customers may only be assigned a Water Allocation for their New Water Supply Demands. All costs associated with a new Authority Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the Customers receiving the Water Allocations of the new Authority Water Supply Source project.

9. **DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER.** Notwithstanding the foregoing and pursuant to Section 8.1 of the Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider Customer. DeSoto agrees not to develop any additional Customer Water Supply Sources beyond those currently existing identified in Exhibit "I" unless as a joint project with the Authority. If DeSoto meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permittable future potable water demand as outlined herein. The Authority is free to meet DeSoto's water demands by any means it deems fit, including but not limited to using water from

the Redistribution Pool or assignment of Water Allocation to meet DeSoto's demands and assigning the associated cost of constructing that portion of new Authority Water Supply Sources to DeSoto as outlined herein.

9.1 Exclusive Provider Customer Water Allocation. DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs. For New Water Supply Demands, DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 8; however, the Authority shall use DeSoto's projections as well as other data collected by the Authority to set DeSoto's New Water Supply Demands for each Contract Year. DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto's water demand to its assigned Water Allocation. This Water Allocation shall be used to determine DeSoto's Base Rate Charge and other share of costs in the same manner as all other Customers. Nothing in Section 9 shall allow the Authority to assign all or any portion of another Customer's Water Allocation to DeSoto.

9.2 Exclusive Provider Customer Water Allocation for the Redistribution Pool. The Authority may designate any portion of the DeSoto's Water Allocation as part of the Redistribution Pool.

10. **SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS.** Upon full execution of this Contract, this Contract shall supersede and replace the Peace River/Manasota Regional Water Supply Authority Water Supply Contract dated October 5, 2005.

11. **WATER RATE.** For each Contract Year, each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board.

11.1 Rate Setting. In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority. The Authority shall charge and collect rates that are reasonable and just for all Customers. The rates are

not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state. Until 2028 when debt service payments for the PRO are fulfilled, in determining a Customer's Water Rate, the Authority shall allocate to each Customer, a Base Rate Charge as follows: (1) the Base Rate Charge for 15 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit "F", (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages set forth on Exhibit "F", and (3) the Base Rate Charge for the 14.7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit '"F". After the Debt Service is paid for the 1991 Facility and the PRO, all Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith, such as reserves, coverages, expansion of existing water supply, or the fixed water purchase costs associated with a new Authority Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate. Provided, however, any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and, in such event, the Debt Service Costs component of the Water Rate shall be adjusted accordingly.

11.2 Customer Financing. Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source. The entire payment for a Customer's proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing. The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing. To the extent not inconsistent with the Financing Documents, the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Authority Water Supply Source (including the REP) shall be adjusted to remove that Customer's Debt Service Costs attributed to the Customer's Water Allocation corresponding to the payment by the Customer for that new Authority Water Supply Source or expansion.

11.3 Accounting, Audits and Adjustments. The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to

governmental owned and operated water utilities. On an annual basis, the Authority shall provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits.

11.4 Water Charge to Customers. Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced. The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice. Failure to pay monies shall create a debt with respect to the non-paying Customer's utility system. A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract. Upon thirty (30) days written notice, the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer's Water Allocation in whole or in part to another Customer in good standing, for the remaining term of this Contract.

11.5 Source of Payments. Each Customer's obligation to pay any monies due under this Contract does not constitute general indebtedness. Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion, alteration, improvement, replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section. Each of the Customers, however, shall and do hereby covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract.

11.6 DeSoto Payment. The Authority shall collect from its Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420.11 are increased or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid to DeSoto shall be presented to all Parties to this Contract for approval.

12. **FUNDING FOR MANAGEMENT AND PLANNING**. It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner

determined by the Authority Board, and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government, including but not limited to the Florida Department of Environmental Protection, the Southwest Florida Water Management District and appropriate utilities and agencies.

13. **DEVELOPMENT OF FUTURE WATER SOURCES.** The Authority and its Customers shall develop new Water Supply Facilities as follows:

13.1 General. The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers as shown in their New Water Supply Demands which will reflect the Water Allocation at the determination of the Authority for Exclusive Customer(s).

13.2 Procedures for New Authority Water Supply Facilities. The Authority shall have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire, develop, construct or operate new Authority Water Supply Facilities. For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port, North Port shall be the sole entity that grants or denies consent to the Authority.

13.2.1. The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities within its jurisdiction. If a Customer denies consent, the Customer's notification shall provide an explanation of the reasons for denial.

13.2.2. Upon notification of denial by a Customer to the Authority, a meeting between the staff of the Authority and the Customer shall be held within forty-five (45) days of the notification of denial. This meeting shall be organized and scheduled by the Authority. During this meeting, the staff of the Authority and the Customer shall attempt to reach an agreement to grant

consent to the Authority to acquire, develop, construct or operate new Authority Water Supply Facilities within the Customer's jurisdiction.

13.2.3. If no agreement is reached within forty-five (45) days of notification of denial, the Authority and the Customer shall participate in mediation, the costs of which shall be equally divided between them. The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator. If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 13.2.2., the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium. Upon the selection of a mediator, the Authority and the Customer shall schedule mediation to occur within fourteen (14) days. Mediation shall be completed within forty-five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer. Subsections (b), (c), (d), and (e) of Rule 1.720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings. Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body. In the event of any breach or failure to perform mediation under this section, the Authority or Customer may seek appropriate remedies to mandate this mediation process.

13.2.4. If consent to the Authority by a Customer is not agreed to at the mediation, the Authority shall withdraw the Permit application or request for Permit transfer.

13.3 Procedure for the Authority's Customers. Whenever a Customer ("Applicant Customer") intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer, the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer ("Host Customer") in whose jurisdiction the Water Supply Facilities are located or will be located. Such notification shall be given no less

than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire, develop, construct or operate the Water Supply Source within its jurisdiction. If a Host Customer denies consent, the Host Customer's notification shall provide an explanation of the reasons for denial. The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer.

14. **HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION SYSTEM.** Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point. Each Customer's current Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit "E". A Customer's Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority. On an annual basis, the Authority shall update and maintain a current tabulation of all Customer Hydraulic Capacity Entitlement and Authority hydraulic capacity in pipelines. All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will by the sole responsibility of the Customer(s) benefiting from such facilities. If more than one Customer uses the same transmission segment as designated by the Authority, then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost.

14.1 In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System, and the capacity percentage of which has been fully allocated, the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated. In the event the Authority modifies the Hydraulic Capacity Entitlement, the application of all future service rates and charges will be adjusted accordingly.

15. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AUTHORITY.** The Authority hereby represents, warrants and covenants to the Customers as follows:

15.1 System Operation. Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority. The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the Authority, to satisfy all the Authority's Obligations, to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents, to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract. The Authority shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to, those imposed by the Florida Department of Environmental Protection, the Southwest Florida Water Management District, the State of Florida Department of Health and the United States Environmental Protection Agency. If new regulatory requirements necessitate capital improvements or budget amendments, the Authority shall take all necessary actions to accomplish the same. The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same, which arise out of or are solely created through: (1) material errors or omissions by its personnel and agents in the day-to-day operations of the Authority Water Supply Facilities; or (2) the failure of the Authority to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit. The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority.

15.2 Water Quality. The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s). The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water, which are applicable to water produced, stored and transported at and through the Authority Water Supply Facilities.

15.3 Water Measurement. The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers. The Authority shall own and maintain the meters at all Delivery Point(s). The Authority shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of standard make and type, installed at a readily accessible location, and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The Authority will check the accuracy of the meters annually, provide a report regarding the condition, accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration. Upon request and at the expense of the Customer, the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacture's standards and where appropriate conduct the test as a field test. The Customers may be present when the meters are checked for accuracy, and the test records shall be made available for inspection by the Customers upon reasonable request. If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer, the meter will be assumed to have been inaccurate from the mid-point of the time since the last annual inspection, or the last calibration, or the last independently certified test, or the last six (6) months whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period.

15.4 Permits. The Authority shall use its best efforts to obtain all Permits necessary to provide the Customers with water in accordance with the Water Allocations, New Water Supply Demands and its duty to its Exclusive Provider Customer(s).

15.5 Financing the Authority Water Supply Facilities. The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing, acquiring, operating, maintaining, repairing, replacing or upgrading the Authority Water Supply Facilities.

15.6 Acquisition of Real Property. The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion, construction, management and operation of the Authority Water Supply Facilities. The Authority shall

retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities.

15.7 Water Pressures. The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery pointe(s) to the Customer unless a different pressure is specified in Exhibit "D". The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority's control.

15.8 Priority of Payment. All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority:

FIRST: To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations;

SECOND: To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations;

THIRD: To the payment of the renewal and replacement costs;

FOURTH: To the payment of the DeSoto Payment;

FIFTH: To the payment of any charges or Obligations due and owing by the Authority.

16. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTOMERS.** The Customers hereby represent, warrant and covenant to the Authority as follows:

16.1 Irrevocable Commitment to Pay. The Customers recognize that circumstances, such as equipment maintenance or failure, construction delays, failure to obtain Permits, limitations on Permits, transmission line ruptures or defects, acts of God, etc., may prevent the performance by the Authority of its obligations pursuant to this Contract. Under such circumstances, the Customers shall continue to pay their respective Water Rate throughout the term of this Contract. Said payments by the Customers shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Authority will construct additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations, warranties and covenants of the Customers set forth in this Contract.

16.2 Acquisition of Real Property. Subject to Section 13 herein, the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct, manage and operate the Authority Water Supply Facilities and Authority Water Supply Sources.

16.3 Utility System Charges. The Customers shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their water utility systems as shall-be necessary to fund the timely payment of their respective obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems.

16.4 Cooperation on Permits. Subject to Section 13 herein, for the construction and operation of the facilities necessary for future Authority Water Supply Sources and Authority Water Supply Facilities, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.

16.5 Cooperation on the Projects. The Customers shall promptly cooperate with the Authority in property acquisition or other actions necessary for operating or expanding Authority Water Supply Facilities.

16.6 Utility System Operation and Maintenance Account. Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract. At all times during the term of this Contract, the Customers' obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and. shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees, if appropriate; provided, however, that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder. For the purpose of paying their obligations and liabilities under this Contract, Customers may utilize, in addition to their water utility operation and maintenance accounts, facility investment fees or other capacity fees as identified in their adopted rate resolutions.

16.7 Cooperation on Issuance of Authority Obligations. Each Customer shall cooperate with the Authority in issuance of the Authority's Obligations. In such connection, each Customer and the Authority shall comply with reasonable requests of each other and will, upon request, do as follows: (i) make available general and financial information about itself; (ii) consent to publication and distribution of its financial information; (iii) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (iv) make available certified copies of official proceedings; (v) provide reasonable certifications to be used in a transcript of closing documents; and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract, and pending litigation which could materially affect its performance hereunder. Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority's Obligations for purposes of federal income taxation. Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations, including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75, Florida Statutes.

16.8 Payment for Obligations. If a Customer defaults on the payment of its Water Rate established pursuant to this Contract, each non-defaulting Customer shall have the option to take the defaulting Customer's pro-rata share (based of each Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer's Water Allocation within sixty (60) days of notice of the defaulting Customer's Water Allocation from the Authority. If any of the defaulting Customer's Water Allocation remains after the expiration of sixty (60) days notice period, then each non-defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default. Any portion of the defaulting Customer's Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water

capacity; however, these actions shall not relieve the defaulting Customer of its payment obligation to the Authority.

17. **PLEDGE OF CONTRACT REVENUES.** The Authority may pledge any payments, interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the Authority Water Supply Source or other projects of the Authority Water Supply Facilities.

18. **NORTH PORT'S OPTION TO BECOME A MEMBER.** If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement, adds a municipality as an Authority Member Government, then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member. North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member.

19. **RE-RATING REGIONAL WATER SYSTEM.** To the extent that any component of the Regional Water System is re-rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity), then each Customer's corresponding Water Allocation will be adjusted pro-rata on a basis consistent with the Cost Allocation percentage of each Customer as of the date of the re-rating occurs. The Authority agrees not to initiate a re-rating process with the intent to reduce System Capacity. For example, a Customer with a Water Allocation of 10 would receive an increase in Water Allocation of 100,000 gallons per day for a 1,000,000 gallon per day re-rating increase. To the extent that the re-rating of the Regional Water System results in the incurrence of additional capital expenditures, the Authority will notify the affected Customers of such expenditures. The expenditures required for and the associated re-rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re-rating. If a Customer does not participate in the re-rating, then the change in Water Allocation and the expenditures will be allocated pro-rata to the participating Customers in accordance with their Water Allocation. All expenditures associated with re-rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract. To the extent any increase in Water Allocation is not allocated to the Customers, it shall be held as Authority capacity that may be placed in the Redistribution Pool.

20. **DEFAULT AND REMEDY.** Recognizing the region's paramount need for a safe and dependable source of water supply, the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

21. **DESIGNATION AS REPRESENTATIVE AND CO-APPLICANT STATUS.** The Authority and the Customers shall be co-applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources. Subject to Section 13 herein, the Customers shall waive all objections to the Permit applications relating to the acquisition, operation, replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal, state, or regional governmental entity. The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto.

22. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida govern the validity, interpretation, construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County, Florida.

23. **NO ASSIGNMENT.** The rights, obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold, assigned, transferred, pledged or hypothecated unless approved in writing by all Parties.

24. **NOTICE.** All notices, demands, requests and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, sent by certified or registered mail, or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices demands, requests or other communications are sent by mail or overnight delivery, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered: The Authority's Executive Director's Office, 9415 Town Center Parkway, Lakewood Ranch,, Florida 34202; the Charlotte County Administrator's Office, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094; Manatee County Administrator's Office, Manatee County Administration Center, 1112 Manatee Avenue West, Suite 920, Bradenton, Florida 34205; the DeSoto County Administrator's Office, 201 East Oak Street, Arcadia, Florida 34266; the Sarasota County Administrator's Office, 1660 Ringling

Boulevard, Sarasota, Florida 34236; and the North Port City Manager's Office, 4970 City Hall Boulevard, North Port, Florida 34286. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

25. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be deemed to constitute any Party a partner or joint venturer, or to create any fiduciary relationship among the Parties.

26. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Contract, except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract.

27. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

28. **AUTHORIZED REPRESENTATIVES.** For purposes of this Contract, the Parties authorized representatives are as follows: the Authority Executive Director, the Charlotte County Administrator, the DeSoto County Administrator, the Manatee County Administrator, the Sarasota County Administrator, and the City of North Port City Manager. Any Party may change its authorized representative at any time by written notice to all other Parties.

29. **SECTION CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Contract.

30. **SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Contract or such other appropriate actions as shall, to the maximum extent practicable in the light of such

determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

31. **ATTORNEYS FEES AND COST.** In the event there is litigation arising under or related to this Contract, the losing Party or Parties shall pay to the successful Party or Parties all attorney's fees and costs and expenses incurred in enforcing the Contract, including attorneys' fees incurred on appeal, in adversarial administrative proceedings and in connection with bankruptcy proceedings, to the extent allowed by law. This provision shall survive the termination of this Contract.

32. **AMENDMENT.** This Contract may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations.

33. **ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement of the Authority, Charlotte, Manatee, DeSoto, Sarasota, and North Port with respect to the Authority's provision of drinking water supply.

34. **FURTHER ASSURANCES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

35. **CONSENTS.** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

36. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port.

37. **EXECUTION OF DOCUMENTS.** This Contract shall be executed in fifteen (15) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

38. **INTERLOCAL AGREEMENT.** This Contract shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee, Charlotte, DeSoto and Sarasota.

39. **AMBIGUITY.** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each Party.

40. **SOVERIGN IMMUNITY.** The Customers intend to avail themselves to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(0), Florida Statutes, therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

41. **CONFLICT WITH INTERLOCAL AGREEMENT.** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement, the provision in the Second Amended Interlocal Agreement shall be controlling.

42. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

43. **WATER PURCHASE.** The Customers shall have a preferential right to purchase water from the Authority. The Authority may purchase water from any source available.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have executed this Contract on the day, month and year first above written.

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

WITNESS:

_____ By: _____

_____ Date: _____

Approved as to form:

_____
Attorney for Peace River/Manasota
Regional Water Authority

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River/Manasota Regional Water Supply Authority, and acknowledged before me that he/she 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 _____ day of _____, 20__.

_____
Notary Public
My Commission
Expires: _____

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By:_____
Chairman
Date:_____

ATTEST:
_____, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By:_____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Attorney for Charlotte County

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and _____, acknowledged before me that _____, 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 ____ day of _____, 20___.

_____
Notary Public
My Commission Expires:

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

_____ By:_____
Chairman

_____ Date:_____

Approved as to form:

_____
Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and _____, acknowledged before me that _____, 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 ____ day of _____, 20___.

_____
Notary Public
My Commission Expires:

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

_____ By:_____
Chair

_____ Date:_____

Approved as to form:

_____
Attorney for Manatee County

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and _____, acknowledged before me that _____, 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 ____ day of _____, 20__.

_____
Notary Public
My Commission Expires:

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

_____ By:_____
Chair

_____ Date:_____

Approved as to form:

_____
Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and _____, acknowledged before me that _____, 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 ____ day of _____, 20___.

_____
Notary Public
My Commission Expires:

CITY OF NORTH PORT

WITNESS:

_____ By:_____

_____ Date:_____

Approved as to form:

_____
Attorney for City of North Port

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and _____, acknowledged before me that _____, 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 ____ day of _____, 20___.

_____
Notary Public
My Commission Expires:

Exhibit "A" – DeSoto Payment Schedule
(approved _____2024)

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Manatee County	Total
FY 2024	$369,266	$15,482	$345,541	$65,711	$0	$796,000
FY 2025	$369,266	$15,482	$345,541	$65,711	$0	$796,000
FY 2026	$306,214	$140,892	$381,736	$46,157	$62,500	$937,500
FY 2027	$459,322	$211,338	$572,604	$69,236	$93,750	$1,406,250
FY 2028	$637,703	$293,412	$794,980	$92,630	$130,159	$1,952,379
FY 2029	$638,317	$306,545	$789,876	$92,630	$369,853	$2,197,220
FY 2030	$666,988	$335,215	$818,547	$92,630	$398,523	$2,311,903
FY 2031	$695,659	$363,886	$847,217	$92,630	$427,194	$2,426,586
FY 2032	$724,329	$392,557	$875,888	$92,630	$455,865	$2,541,269
FY 2033	$753,000	$421,228	$904,559	$92,630	$484,536	$2,655,952
FY 2034	$781,671	$449,898	$933,229	$92,630	$513,206	$2,770,634
FY 2035	$810,341	$478,569	$961,900	$92,630	$541,877	$2,885,317
FY 2036	$839,012	$507,240	$990,571	$92,630	$570,548	$3,000,000
Remaining Years	**$839,012**	**$507,240**	**$990,571**	**$92,630**	**$570,548**	**$3,000,000**

Exhibit "C" – New Water Supply Demands

Annual Average Daily Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.295	0.000	1.500	0.000	1.795
2029	0.000	0.343	0.000	4.000	2.000 (0.000)*	6.343 (4.343)*
2030	0.000	0.384	0.000	4.000	2.000 (0.000)*	6.384 (4.384)*
2031	1.000	0.500	0.000	4.000	2.000 (0.000)*	7.500 (5.500)*
2032	2.000	1.000	0.000	4.000	2.000 (0.000)*	9.000 (7.000)*
2033	3.000	1.000	0.000	12.000 (14.000)*	2.000 (0.000)*	18.000

EXHIBIT G - Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 3

Peak Month Average Day Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.354	0.000	1.800	0.000	2.154
2029	0.000	0.412	0.000	4.800	2.400 (0.000)*	7.612 (5.212)*
2030	0.000	0.461	0.000	4.800	2.400 (0.000)*	7.661 (5.261)*
2031	1.200	0.600	0.000	4.800	2.400 (0.000)*	9.000 (6.600)*
2032	2.400	1.200	0.000	4.800	2.400 (0.000)*	10.800 (8.400)*
2033	3.600	1.200	0.000	14.400 (16.800)*	2.400 (0.000)*	21.600

Maximum Daily Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.413	0.000	2.100	0.000	2.513
2029	0.000	0.480	0.000	5.600	2.800 (0.000)*	8.880 (6.080)*
2030	0.000	0.538	0.000	5.600	2.800 (0.000)*	8.937 (6.136)*
2031	1.400	0.700	0.000	5.600	2.800 (0.000)*	10.500 (7.700)*
2032	2.800	1.400	0.000	5.600	2.800 (0.000)*	12.600 (9.800)*
2033	4.200	1.400	0.000	16.800 (19.600)*	2.800 (0.000)*	25.200

"*" North Port New Authority Water Supply Demands shall be 0 MGD if written notification approved by the North Port City Council requesting 2 MGD of additional New Authority Water Supply Demands is not received by the Authority by 11/15/2024. Quantities identified in ( )* reflect provisional 2 MGD of North Port's New Authority Water Supply Demands transferring to Sarasota County if the City of North Port elects not to participate by the date stated.

Exhibit "B" Water Allocations

Annual Average Day Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
FY24	16.100	0.675	0.000	15.060	2.865	34.700
FY25	16.100	0.675	0.000	15.060	2.865	34.700
FY26	16.100	0.675	0.000	15.060	2.865	34.700
FY27	16.100	0.675	0.000	15.060	2.865	34.700
FY28	16.100	0.970	0.000	16.560	2.865	36.495
FY29	16.100	1.018	0.000	19.060	4.865 (2.865)*	41.043 (39.043)*
FY30	16.100	1.059	0.000	19.060	4.865 (2.865)*	41.084 (39.084)*
FY31	17.100	1.175	0.000	19.060	4.865 (2.865)*	42.200 (40.200)*
FY32	18.100	1.675	0.000	19.060	4.865 (2.865)*	43.700 (41.700)*
FY33	19.100	1.675	0.000	27.060	4.865 (2.865)*	52.700
Remaining Years	19.100	1.675	0.000	27.060 (29.060)*	4.865 (2.865)	52.700

EXHIBIT G - Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 3

Peak Month Average Day (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
FY24	19.320	0.810	0.000	18.084	3.438	41.652
FY25	19.320	0.810	0.000	18.084	3.438	41.652
FY26	19.320	0.810	0.000	18.084	3.438	41.652
FY27	19.320	0.810	0.000	18.084	3.438	41.652
FY28	19.320	1.164	0.000	19.872	3.438	43.794
FY29	19.320	1.222	0.000	22.872	5.838 (3.438)*	49.251 (46.851)*
FY30	19.320	1.271	0.000	22.872	5.838 (3.438)*	49.301 (46.908)*
FY31	20.520	1.410	0.000	22.872	5.838 (3.438)*	50.640 (48.240)*
FY32	21.720	2.010	0.000	22.872	5.838 (3.438)*	52.440 (50.040)*
FY33	22.920	2.010	0.000	32.872 (34.872)*	5.838 (3.438)*	63.240
Remaining Years	22.920	2.010	0.000	32.872 (34.872)*	5.838 (3.438)*	63.240

Maximum Day (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
FY24	22.540	0.945	0.000	21.084	4.011	48.580
FY25	22.540	0.945	0.000	21.084	4.011	48.580
FY26	22.540	0.945	0.000	21.084	4.011	48.580
FY27	22.540	0.945	0.000	21.084	4.011	48.580
FY28	22.540	1.358	0.000	23.184	4.011	51.093
FY29	22.540	1.425	0.000	26.684	6.811 (4.011)*	57.460 (54.660)*
FY30	22.540	1.483	0.000	26.684	6.811 (4.011)*	57.517 (54.778)*
FY31	23.940	1.645	0.000	26.684	6.811 (4.011)*	59.080 (56.280)*
FY32	25.340	2.345	0.000	26.684	6.811 (4.011)*	61.180 (58.380)*
FY33	26.740	2.345	0.000	37.884 (40.684)*	6.811 (4.011)*	73.780
Remaining Years	26.740	2.345	0.000	37.884 (40.684)*	6.811 (4.011)*	73.780

"*" North Port New Authority Water Supply Demands shall be 0 MGD if written notification approved by the North Port City Council requesting 2 MGD of additional New Authority Water Supply Demands is not received by the Authority by 11/15/2024. Quantities identified in ( )* reflect provisional 2 MGD of North Port's New Authority Water Supply Demands transferring to Sarasota County if the City of North Port elects not to participate by the date stated.

Exhibit "F" – Cost Allocation Percentages

Project	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	0.00%	9.93%
Peace River Option Cost Allocation	33.33%	8.33%	0.00%	58.34%	0.00%
Regional Expansion Project Cost Allocation **	27.21%	0.81%	0.00%	61.72%	10.26%
1991 Rebuild Project Cost Allocation	0.00%	0.00%	0.00%	91.75%	8.25%
Surface Water System Expansion Cost Allocation	16.67%	5.55%	0.00%	66.67% (77.78%)*	11.11% (0.00%)*

Cost allocation in ( ) shall be used if the City of North Port does not request the 2 MGD of New Authority Water Supply Demands by November 15, 2024.

**The Regional Expansion Project (REP) cost allocation percentages were applied to the total oversize facilities payment to Charlotte for the REP; however, Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18.2, as follows: Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34286

Petition for Voluntary Annexation
Pursuant to Florida Statutes Section 171.044

General Description: Voluntary annexation of approximately 3,148 acres, more or less, of real property located in Sarasota County, Florida, owned by Winchester Florida Ranch, LLLP, a Florida limited liability limited partnership, into the City of North Port municipal boundary.

Name of Applicant: Winchester Florida Ranch, a Florida limited liability limited partnership

Phone: (941)724-4473 Email: john.luczynski@mattamycorp.com

Property Owner Name(s): Winchester Florida Ranch, a Florida limited liability limited partnership

Mailing Address: 12260 Everglow Drive, Suite No. 14, Venice, FL 34293

Phone: (941)724-4473 Email: john.luczynski@mattamycorp.com

Name of Attorney/Agent: William W. Merrill, III and G. Matthew Brockway

Phone: (941)366-8100 Email: wmerrill@icardmerrill.com and mbrockway@icardmerrill.com

Compliance with Florida Statutes Chapter 171 for Voluntary Annexation

1. Will the proposed land area for voluntary annexation result in the creation of enclaves?

   Yes ☐ No ☑

(If the answer is yes, in accordance with F.S. 171.044(5), land may not be annexed through voluntary annexation if such an annexation results in the creation of enclaves.)

2. Is the proposed land area for annexation contiguous and compact? Yes ☑ No ☐

Parcel Identification Number(s):

1. See Exhibit "A" attached
2. __ __ __ __ - __ __ - __ __ __ __
3. __ __ __ __ - __ __ - __ __ __ __
4. __ __ __ __ - __ __ - __ __ __ __
5. __ __ __ __ - __ __ - __ __ __ __
6. __ __ __ __ - __ __ - __ __ __ __

Total Acres: approximately 3,148 acres **Total Wetland Acres:** approximately 633.56 acres

Legal Description of the annex area by metes and bounds:

See Exhibit "B" attached

General Location/Address of property: See Exhibit "C" attached.

Current County Future Land Use Designation: Rural, Semi-Rural, Moderate Density Residential (> 2 and < 5 DUs /acre), and Major Employment Center. See Exhibit "D" attached.

Current County Zoning: Open Use Estate and Open Use Rural. See Exhibit "E" attached.

Current Use: Vacant/Agriculture

Future Development Plans: Winchester plans to develop the Property consistent with the Winchester Ranch at Wellen Park Critical Area Plan (Ordinance No. 2021-014) using the Village zone district.

NAMES AND SIGNATURES OF ALL PROPERTY OWNERS IN THE AREA INTENDED FOR VOLUNTARY ANNEXATION:

Property Owner Signature

John Luczynski

Printed Name

Witness

Wellen Park, Senior VP of land development

Title (If Applicable)

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

The foregoing instrument was acknowledged before me this 23rd day of May, 2025, by John Luczynski on behalf of Winchester Florida Ranch, LLLP, who is personally known to me or who has produced_____ as identification.

Maria Coppinger

Notary Public (Signature)

Maria Coppinger

Print or type Notary Name

(SEAL)

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

Commission (serial) Number HH587775

My Commission Expires: 8/28/2028

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

BEFORE ME, the undersigned authority personally appeared John E. Luczynski on behalf of Winchester Florida Ranch, LLLP, who being by me first duly sworn on oath, deposes and says:

1. That he/she is the fee-simple owner of the property legally described and attached to this application.
2. That he/she desires Voluntary Annexation into the City of North Port approval to accomplish the above desired request, as stated on Page 1 of this Application.
3. That he/she has appointed William W. Merrill, III and G. Matthew Brockway to act as Agent and/or Applicant in their behalf to accomplish the above.

(Owner's Signature)

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

The foregoing instrument was acknowledged before me this 21 day of February, 2025, by John E. Luczynski, who is personally known to me or who has produced —— as identification.

Maria Coppinger
Notary Public (Signature)

(SEAL)

Maria Coppinger
Print or type Notary Name

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

Commission (serial) Number HH587775

My Commission Expires: 8/28/2028

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

AGENT/APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

BEFORE ME, the undersigned authority personally appeared William W. Merrill, III.
who being by me first duly sworn on oath, deposes and says:

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

(Agent/Applicant's Signature)

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

The foregoing instrument was acknowledged before me this 21 day of February, 2025, by William W. Merrill, III, who is personally known to me or who has produced _____ as identification.

(SEAL)

LYNN LOUISE TRUSCHEL
Commission # HH 461127
Expires November 2, 2027

Notary Public (Signature)

Lynne L Truschel

Print or type Notary Name

Commission (serial) Number # HH 461127

My Commission Expires: NOV 2, 2027

AGENT/APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

BEFORE ME, the undersigned authority personally appeared G. Matthew Brockway, who being by me first duly sworn on oath, deposes and says:

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

(Agent/Applicant's Signature)

STATE OF FLORIDA
COUNTY OF SARASOTA
CITY OF NORTH PORT

The foregoing instrument was acknowledged before me this 21 day of February, 2025, by G. Matthew Brockway, who is personally known to me or who has produced _____ as identification.

(SEAL)
LYNN LOUISE TRUSCHEL
Commission # HH 461127
Expires November 2, 2027

Notary Public (Signature)

Lynne L Truschel
Print or type Notary Name

Commission (serial) Number HH 461127

My Commission Expires: NOV 2, 2027

WEST VILLAGES, LLLP

RESOLUTION OF THE GENERAL PARTNER

The undersigned, being the sole general partner (the "General Partner") of West Villages, LLLP, a Florida limited liability limited partnership (the "Company"), in accordance with Section 6.7 of the Company's Limited Liability Limited Partnership Agreement dated as of May 26, 2014, as amended, does hereby take the actions set forth below:

RESOLVED, that Martin Black is hereby removed as Vice President of the Company.

RESOLVED, that Bradford Soule is hereby removed as Assistant Vice President of the Company.

RESOLVED, that the following named individual be and hereby is appointed as an officer of the Company, to hold the office set forth opposite such individual's name until removed by action of the Manager or until such officer sooner dies, resigns, is removed or becomes disqualified:

John Luczynski Vice President

FURTHER RESOLVED that, in connection with the day-to-day business operations of the Company, the foregoing officer be and hereby is authorized in the name and on behalf of the Company to take any and all lawful actions in connection with the business of the Company, and to execute and deliver any and all agreements, contracts or other documents to carry out the business of the Company.

WITNESS the execution hereof to be effective as of November 1, 2019. This instrument may be signed and delivered by facsimile or other functionally equivalent means.

GENERAL PARTNER:

THOMAS RANCH LAND PARTNERS GP, LLC,
a Delaware limited liability company

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

By: _____
Peter G. Skelly
Authorized Manager

Additional Information:

Please take a moment to review the checklist outlined in Table 2.3.1.1 of the ULDC Application Requirements. This document details the necessary application requirements for submitting all materials related to your voluntary annexation petition.

Ensure that you include this signed document with your petition submission in Accela, along with all relevant documents listed in Table 2.3.1.1.

Applications can be submitted through the Accela Portal.

EXHIBIT "A" – SARASOTA COUNTY PARCEL ID NUMBERS

1. 0821001000
2. 0821003000
3. 0825001000
4. 0827001000
5. 0829001000
6. 0830001000
7. 0831001000
8. 0833001000
9. 0833001001

EXHIBIT "B" – LEGAL DESCRIPTION OF THE PROPERTY

LANDS LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

ALL OF SECTION 17,
EXCEPTING THE LANDS CONVEYED TO TAYLOR MORRISON OF FLORIDA, INC., RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2024128774;

ALL OF SECTION 18, EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;
AND EXCEPTING LANDS CONVEYED TO BOCA ROYALE PROPERTIES, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083467;

ALL OF SECTION 19, EXCEPTING LANDS CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371;
AND EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;

ALL OF SECTION 20,
EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371 AND INSTRUMENT NO. 2008060374;

ALL OF SECTION 21 LYING NORTH OF SOUTH RIVER ROAD, EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371, INSTRUMENT NO. 2008060374, AND INSTRUMENT NO. 2000163556; AND EXCEPTING LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY, RECORED IN OFFICIAL RECORDS BOOK 986, PAGE 904; AND EXCEPTING RIGHT-OF-WAY OF GISSINGER ROAD CONVEYED IN OFFICAL RECORDS BOOK 2097, PAGE 396;AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 89°08'18" WEST, A DISTANCE OF 257.03 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, BEING A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIVER ROAD AND THE **POINT OF BEGINNING**;

THENCE SOUTH 45°57'10" WEST, A DISTANCE OF 2,512.42 FEET ALONG SAID RIGHT OF WAY TO THE SOUTHEAST CORNER OF STORMWATER MANAGEMENT PARCEL PER SAID INSTRUMENT NO. 2000163356;

THENCE ALONG THE BOUNDARY OF SAID PARCEL FOR THE FOLLOWING FIFTEEN (15) COURSES:

1) NORTH 44°02'50" WEST, A DISTANCE OF 339.35 FEET;
2) SOUTH 45°57'10" WEST, A DISTANCE OF 134.51 FEET ;

3) NORTH 44°02'50" WEST, A DISTANCE OF 446.63 FEET ;
4) SOUTH 45°57'10" WEST, A DISTANCE OF 1,065.78 FEET ;
5) NORTH 61°12'33" EAST, A DISTANCE OF 95.75 FEET;
6) NORTH 87°43'01" EAST, A DISTANCE OF 117.40 FEET;
7) SOUTH 45°00'35" EAST, A DISTANCE OF 149.83 FEET;
8) SOUTH 26°34'18" EAST, A DISTANCE OF 89.62 FEET;
9) SOUTH 34°31'02" EAST, A DISTANCE OF 49.50 FEET;
10) NORTH 68°55'13" EAST, A DISTANCE OF 137.11 FEET;
11) SOUTH 44°02'50" EAST, A DISTANCE OF 145.92 FEET;
12) NORTH 45°57'10" EAST, A DISTANCE OF 289.58 FEET;
13) SOUTH 44°02'50" EAST, A DISTANCE OF 75.21 FEET;
14) SOUTH 45°57'10" WEST, A DISTANCE OF 39.98 FEET;
15) SOUTH 44°02'50" EAST, A DISTANCE OF 123.85 FEET RETURNING TO LAST SAID RIGHT OF WAY;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING SIX (6) COURSES:

1) SOUTH 45°57'10" WEST, A DISTANCE OF 926.07 FEET;
2) SOUTH 44°02'57" EAST, A DISTANCE OF 11.00 FEET;
3) SOUTH 45°58'15" WEST, A DISTANCE OF 425.82 FEET;
4) SOUTH 45°58'06" WEST, A DISTANCE OF 1,299.84 FEET;
5) SOUTH 45°58'11" WEST, A DISTANCE OF 1,237.67 FEET TO THE INTERSECTION OF THE WEST LINE OF SECTION 21;
6) SOUTH 45°58'11" WEST, A DISTANCE OF 396.47 FEET ALONG SAID RIGHT OF WAY TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20;

THENCE NORTH 89°11'24" WEST, A DISTANCE OF 1,016.49 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20;
THENCE NORTH 89°11'46" WEST, A DISTANCE OF 1,298.39 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20 TO THE SOUTH QUARTER CORNER OF SECTION 20;
THENCE NORTH 89°10'18" WEST, A DISTANCE OF 2,597.83 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE SOUTHEAST CORNER OF SECTION 19
THENCE NORTH 89°07'10" WEST, A DISTANCE OF 2,750.02 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER TO THE SOUTH QUARTER CORNER OF SAID SECTION 19;
THENCE NORTH 89°12'13" WEST, A DISTANCE OF 2,750.67 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF SAID SECTION 19;
THENCE NORTH 0°47'10" EAST, A DISTANCE OF 2,654.97 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER TO THE WEST QUARTER CORNER OF SAID SECTION 19;
THENCE NORTH 0°46'44" EAST, A DISTANCE OF 426.65 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 TO THE SOUTH LINE OF BOCA ROYALE EAST - PHASE 1 PER SAID INSTRUMENT NO. 2023083466;

THENCE ALONG LAST SAID SOUTH LINE FOR THE FOLLOWING THREE (3) COURSES:

1) SOUTH 89°12'51" EAST, A DISTANCE OF 169.91 FEET;
2) SOUTH 0°47'09" WEST, A DISTANCE OF 54.02 FEET;
3) SOUTH 89°12'51" EAST, A DISTANCE OF 29.96 FEET TO THE WEST LINE OF PARCEL 301 PER SAID INSTRUMENT NO. 2008060371;

THENCE ALONG THE WEST, SOUTH, AND EAST LINE OF SAID PARCEL 301 FOR THE FOLLOWING THREE (3) COURSES:

1) SOUTH 0°47'09" WEST, A DISTANCE OF 2,757.61 FEET;
2) SOUTH 89°12'05" EAST, A DISTANCE OF 1,118.72 FEET;
3) NORTH 0°47'09" EAST, A DISTANCE OF 2,215.15 FEET RETURNING TO SAID BOUNDARY OF BOCA ROYALE EAST - PHASE 1;

THENCE ALONG THE SOUTH AND EAST LINE OF SAID BOCA ROYALE EAST - PHASE 1 FOR THE FOLLOWING NINETEEN (19) COURSES:

1) SOUTH 58°42'27" EAST, A DISTANCE OF 666.92 FEET;
2) SOUTH 84°52'31" EAST, A DISTANCE OF 722.42 FEET;
3) NORTH 23°03'06" EAST, A DISTANCE OF 1,367.66 FEET;
4) NORTH 10°26'23" WEST, A DISTANCE OF 600.46 FEET;
5) NORTH 43°00'36" EAST, A DISTANCE OF 788.64 FEET TO A POINT ON A NON-TANGENT CURVE;
6) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 45°53'09", AN ARC LENGTH OF 188.20 FEET, A CHORD OF WHICH BEARS NORTH 15°37'39" EAST, A CHORD LENGTH OF 183.21 FEET TO A NON-TANGENT LINE;
7) NORTH 11°47'01" WEST, A DISTANCE OF 113.15 FEET ;
8) NORTH 14°28'39" WEST, A DISTANCE OF 195.78 FEET TO A POINT ON A NON-TANGENT CURVE;
9) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 31°18'52", AN ARC LENGTH OF 330.66 FEET, A CHORD OF WHICH BEARS NORTH 30°09'02" WEST, A CHORD LENGTH OF 326.56 FEET TO A POINT ON A NON-TANGENT CURVE;
10) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2072.08 FEET, A CENTRAL ANGLE OF 06°01'32", AN ARC LENGTH OF 217.91 FEET, A CHORD OF WHICH BEARS NORTH 41°19'32" WEST, A CHORD LENGTH OF 217.81 FEET TO A POINT OF TANGENCY;
11) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 227.13 FEET, A CENTRAL ANGLE OF 37°40'01", AN ARC LENGTH OF 149.32 FEET, A CHORD OF WHICH BEARS NORTH 25°56'47" WEST, A CHORD LENGTH OF 146.64 FEET TO A POINT OF TANGENCY;
12) THENCE NORTH 07°06'48" WEST, A DISTANCE OF 587.07 FEET TO A POINT ON A NON-TANGENT CURVE;

13) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 545.08 FEET, A CENTRAL ANGLE OF 55°06'21", AN ARC LENGTH OF 524.25 FEET, A CHORD OF WHICH BEARS NORTH 34°05'32" WEST, A CHORD LENGTH OF 504.27 FEET TO A NON-TANGENT LINE;
14) THENCE NORTH 61°06'42" WEST, A DISTANCE OF 171.47 FEET TO A POINT ON A NON-TANGENT CURVE;
15) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 45°23'50", AN ARC LENGTH OF 713.10 FEET, A CHORD OF WHICH BEARS NORTH 00°52'32" EAST, A CHORD LENGTH OF 694.59 FEET TO A NON-TANGENT LINE;
16) THENCE NORTH 20°03'25" WEST, A DISTANCE OF 232.61 FEET;
17) THENCE NORTH 22°34'03" WEST, A DISTANCE OF 101.02 FEET;
18) THENCE NORTH 49°42'48" WEST, A DISTANCE OF 101.45 FEET;
19) THENCE NORTH 63°22'46" WEST, A DISTANCE OF 454.30 FEET TO THE EASTERLY BOUNDARY OF PARCEL 2 PER SAID INSTRUMENT NO. 2023083467;

THENCE ALONG LAST SAID EASTERLY BOUNDARY LINE FOR THE FOLLOWING TEN (10) COURSES:

1) NORTH 34°55'31" EAST, A DISTANCE OF 422.97 FEET;
2) NORTH 34°12'19" EAST, A DISTANCE OF 90.38 FEET TO A POINT ON A NON-TANGENT CURVE;
3) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 507.03 FEET, A CENTRAL ANGLE OF 43°59'49", AN ARC LENGTH OF 389.34 FEET, A CHORD OF WHICH BEARS NORTH 08°50'45" EAST, A CHORD LENGTH OF 379.85 FEET TO A POINT ON A NON-TANGENT CURVE;
4) NORTH 12°24'13" WEST, A DISTANCE OF 351.33 FEET TO A POINT OF TANGENCY;
5) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 59°53'24", AN ARC LENGTH OF 475.60 FEET, A CHORD OF WHICH BEARS NORTH 42°21'04" WEST, A CHORD LENGTH OF 454.24 FEET TO A NON-TANGENT LINE;
6) THENCE NORTH 24°04'44" EAST, A DISTANCE OF 375.32 FEET;
7) NORTH 32°28'34" WEST, A DISTANCE OF 365.15 FEET;
8) NORTH 83°14'28" EAST, A DISTANCE OF 274.84 FEET;
9) NORTH 32°39'24" WEST, A DISTANCE OF 159.81 FEET;
10) NORTH 00°00'00" EAST, A DISTANCE OF 414.61 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18;

THENCE SOUTH 89°38'15" EAST, A DISTANCE OF 582.51 FEET ALONG LAST SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SECTION 18;
THENCE SOUTH 89°38'34" EAST, A DISTANCE OF 2,674.68 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER TO THE NORTHWEST CORNER OF SECTION 17;
THENCE SOUTH 88°05'46" EAST, A DISTANCE OF 5,336.32 FEET ALONG THE NORTH LINE OF SAID SECTION 17 TO NORTHEAST CORNER OF SAID SECTION 17 AND THE WESTERLY BOUNDARY OF DEED PER SAID INSTRUMENT NO. 2024128774, BEING A POINT ON A NON-TANGENT CURVE;

THENCE ALONG SAID WEST AND SOUTH BOUNDARY LINE FOR THE FOLLOWING FIVE (5) COURSES:

1) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2135.00 FEET, A CENTRAL ANGLE OF 02°47'35", AN ARC LENGTH OF 104.08. FEET, A CHORD OF WHICH BEARS SOUTH 36°51'28" WEST, A CHORD LENGTH OF 104.07 FEET TO A POINT OF TANGENCY;
2) THENCE SOUTH 35°27'53" WEST, A DISTANCE OF 935.32 FEET;
3) THENCE SOUTH 54°32'07" EAST, A DISTANCE OF 96.77 FEET TO A POINT OF CURVATURE;
4) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 17°13'23", AN ARC LENGTH OF 300.60 FEET, A CHORD OF WHICH BEARS SOUTH 63°08'49" EAST, A CHORD LENGTH OF 299.47 FEET TO A POINT OF TANGENCY;
5) THENCE SOUTH 71°45'30" EAST, A DISTANCE OF 257.26 FEET TO THE EAST LINE OF SAID SECTION 17;

THENCE SOUTH 00°45'27" WEST, A DISTANCE OF 4,158.34 FEET ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF SECTION 21;
THENCE SOUTH 89°08'18" EAST, A DISTANCE OF 2,642.50 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO THE NORTH QUARTER CORNER OF SAID SECTION 21;
THENCE SOUTH 89°08'18" EAST, A DISTANCE OF 2,387.04 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 TO A POINT ON THE NORTHERN RIGHT OF WAY OF SOUTH RIVER ROAD AND THE **POINT OF BEGINNING**;

PARCEL "B"

ALL OF SECTION 21 LYING SOUTH OF SOUTH RIVER ROAD, EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371, INSTRUMENT NO. 2008060374, AND INSTRUMENT NO. 2000163556; AND EXCEPTING LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY, RECORED IN OFFICIAL RECORDS BOOK 986, PAGE 904; AND EXCEPTING RIGHT-OF-WAY OF GISSINGER ROAD CONVEYED IN OFFICAL RECORDS BOOK 2097, PAGE 396;AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 00°33'53" WEST, A DISTANCE OF 90.24 FEET ALONG THE EAST LINE OF SAID SECTION 21 TO A POINT ON THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD AND THE **POINT OF BEGINNING;**

THENCE SOUTH 00°33'53" WEST, A DISTANCE OF 1676.42 FEET ALONG SAID EAST LINE TO THE NORTH RIGHT OF WAY OF WINCHESTER BOULEVARD (PREVIOUSLY GISSINGER ROAD) PER OFFICIAL RECORD BOOK 2097, PAGE 396;

THENCE ALONG SAID RIGHT OF WAY LINE FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 65°12'00" EAST, A DISTANCE OF 629.73 FEET TO A POINT OF CURVATURE;
2) ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1499.93 FEET, A CENTRAL ANGLE OF 21°10'17", AN ARC LENGTH OF 554.24 FEET, A CHORD OF WHICH BEARS NORTH 54°36'52" WEST, A CHORD LENGTH OF 551.09 FEET TO A POINT OF TANGENCY;
3) NORTH 44°01'43" WEST, A DISTANCE OF 64.46 FEET TO SAID SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;
4) THENCE NORTH 45°57'23" EAST, A DISTANCE OF 1,505.63 FEET TO A POINT ON LAST SAID EAST SECTION LINE AND THE **POINT OF BEGINNING**;

TOGETHER WITH LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 00°33'53" WEST, A DISTANCE OF 1,986.05 FEET ALONG THE EAST LINE OF SAID SECTION 21 TO THE SOUTH RIGHT OF WAY OF WINCHESTER BOULEVARD (PREVIOUSLY GISSINGER ROAD) PER OFFICIAL RECORD BOOK 2097, PAGE 396 AND THE **POINT OF BEGINNING;**

THENCE SOUTH 00°33'53" WEST, A DISTANCE OF 3,330.86 FEET CONTINUING ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID SECTION 21;
THENCE NORTH 88°48'20" WEST, A DISTANCE OF 1,322.26 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF FLORIDA POWER AND LIGHT PARCEL PER SAID OFFICIAL RECORD BOOK 986, PAGE 904;

THENCE ALONG THE BOUNDARY OF SAID PARCEL FOR THE FOLLOWING FOUR (4) COURSES:
1) NORTH 00°33'44" EAST, A DISTANCE OF 1,327.29 FEET;
2) NORTH 88°53'12" WEST, A DISTANCE OF 1,322.23 FEET;
3) SOUTH 00°33'54" WEST, A DISTANCE OF 945.34 FEET;
4) NORTH 88°46'20" WEST, A DISTANCE OF 2,213.44 FEET TO THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;
5) THENCE ALONG LAST SAID RIGHT OF WAY FOR THE FOLLOWING FOUR (4) COURSES:
6) NORTH 45°58'11" EAST, A DISTANCE OF 863.35 FEET;
7) NORTH 45°58'06" EAST, A DISTANCE OF 1,299.83 FEET;
8) NORTH 45°58'15" EAST, A DISTANCE OF 425.86 FEET;
9) NORTH 45°56'43" EAST, A DISTANCE OF 2,528.64 FEET TO THE SOUTH RIGHT OF WAY OF WINCHESTER BOULEVARD
10) THENCE ALONG LAST SAID RIGHT OF WAY FOR THE FOLLOWING THREE (3) COURSES:
11) SOUTH 44°01'43" EAST, A DISTANCE OF 64.44 FEET TO A POINT OF CURVATURE;
12) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,699.91 FEET, A CENTRAL ANGLE OF 21°10'17", AN ARC LENGTH OF 628.13 FEET, A CHORD OF WHICH

BEARS SOUTH 54°36'52" EAST, A CHORD LENGTH OF 624.57 FEET TO A POINT OF TANGENCY;

13) SOUTH 65°12'00" EAST, A DISTANCE OF 719.70 FEET TO THE INTERSECTION OF LAST SAID EAST SECTION LINE AND THE **POINT OF BEGINNING;**

EXCLUDING THE LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 32°34'51" WEST, A DISTANCE OF 3,658.11 FEET TO A POINT ON THE BOUNDARY OF TRACT 201 PER SAID INSTRUMENT NO. 2008060371 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING EIGHT (8) COURSES:

1) SOUTH 46°21'22" WEST, A DISTANCE OF 294.90 FEET;
2) NORTH 43°25'09" WEST, A DISTANCE OF 205.68 FEET TO A POINT OF CURVATURE;
3) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 91°32'43", AN ARC LENGTH OF 359.50 FEET, A CHORD OF WHICH BEARS NORTH 89°11'30"WEST, A CHORD LENGTH OF 322.46 FEET TO A POINT OF TANGENCY;
4) SOUTH 45°02'09" WEST, A DISTANCE OF 58.25 FEET;
5) NORTH 81°29'11" EAST, A DISTANCE OF 77.89 FEET;
6) NORTH 44°02'47" WEST, A DISTANCE OF 275.37 FEET;
7) SOUTH 45°57'13" EAST, A DISTANCE OF 629.28 FEET;
8) SOUTH 43°51'52" EAST, A DISTANCE OF 771.45 FEET TO THE **POINT OF BEGINNING**;

TOGETHER WITH THE LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 00°33'53" WEST, A DISTANCE OF 5,316.72 FEET ALONG THE EAST LINE OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF SAID SECTION 21;
THENCE NORTH 88°48'20" WEST, A DISTANCE OF 1,322.26 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21;
THENCE NORTH 88°48'11" WEST, A DISTANCE OF 1,322.34 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 TO THE SOUTH QUARTER CORNER OF SAID SECTION 21 AND THE **POINT OF BEGINNING**;

THENCE NORTH 88°46'20" WEST, A DISTANCE OF 2,594.41 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 TO A POINT ON THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;
THENCE NORTH 45°58'11" EAST, A DISTANCE OF 464.60 FEET ALONG SAID RIGHT OF WAY TO THE BOUNDARY OF FLORIDA POWER AND LIGHT PARCEL PER SAID OFFICIAL RECORD BOOK 986, PAGE 904;
THENCE SOUTH 88°46'20" EAST, A DISTANCE OF 2,263.57 FEET ALONG LAST SAID SOUTH LINE;

THENCE SOUTH 00°34'08" WEST, A DISTANCE OF 330.02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 21 AND THE **POINT OF BEGINNING**;

PARCEL "C"
ALL OF SECTION 15,
EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2000163556, 2008060371, INSTRUMENT NO. 2008060374; AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 00°59'33" EAST, A DISTANCE OF 256.80 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIVER ROAD AND THE **POINT OF BEGINNING;**

THENCE NORTH 00°59'33" EAST, A DISTANCE OF 2,390.32 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER TO THE WEST QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 00°29'25" EAST, A DISTANCE OF 2,647.46 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15 TO THE NORTHWEST CORNER OF SAID SECTION 15;
THENCE SOUTH 89°23'25" EAST, A DISTANCE OF 2,433.71 FEET ALONG THE NORTH LINE OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING EIGHT (8) COURSES:

1) SOUTH 00°28'30" WEST, A DISTANCE OF 2,439.41 FEET A POINT ON A NON-TANGENT CURVE;
2) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 459.31 FEET, A CENTRAL ANGLE OF 45°41'13", AN ARC LENGTH OF 366.25 FEET, A CHORD OF WHICH BEARS SOUTH 23°11'31" WEST, A CHORD LENGTH OF 356.62 FEET TO A NON-TANGENT LINE;
3) SOUTH 45°58'19" EAST, A DISTANCE OF 740.37 FEET;
4) SOUTH 45°58'32" WEST, A DISTANCE OF 1,300.03 FEET;
5) SOUTH 45°58'20" EAST, A DISTANCE OF 129.62 FEET;
6) NORTH 44°02'50" WEST, A DISTANCE OF 10.94 FEET;
7) SOUTH 45°56'51" WEST, A DISTANCE OF 1,070.05 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE **POINT OF BEGINNING**;

TOGETHER WITH THE LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 89°21'37" EAST, A DISTANCE OF 91.77 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO A POINT ON THE EAST RIGHT OF WAY OF SOUTH RIVER ROAD AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING SEVEN (7) COURSES:

1) NORTH 45°56'43" EAST, A DISTANCE OF 1,186.42 FEET;
2) NORTH 45°58'20" EAST, A DISTANCE OF 129.64 FEET;
3) NORTH 45°58'32" EAST, A DISTANCE OF 1,300.02 FEET;
4) NORTH 45°58'19" EAST, A DISTANCE OF 740.22 FEET TO A POINT ON A NON-TANGENT CURVE;
5) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 694.31 FEET, A CENTRAL ANGLE OF 45°38'11", AN ARC LENGTH OF 553.02 FEET, A CHORD OF WHICH BEARS NORTH 23°12'34" EAST, A CHORD LENGTH OF 538.52 FEET TO A NON-TANGENT LINE;
6) NORTH 00°28'37" EAST, A DISTANCE OF 1,299.11 FEET;
7) NORTH 00°28'36" EAST, A DISTANCE OF 1,139.75 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89°23'25" EAST, A DISTANCE OF 2,597.61 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 15;
THENCE SOUTH 00°05'39" WEST, A DISTANCE OF 2,610.81 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE EAST QUARTER CORNER OF SAID SECTION 15;
THENCE SOUTH 00°07'53" WEST, A DISTANCE OF 2,683.49 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 89°25'43" WEST, A DISTANCE OF 2,676.61 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTH QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 89°21'37" WEST, A DISTANCE OF 2,556.07 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO LAST SAID RIGHT OF WAY OF SOUTH RIVER ROAD AND THE **POINT OF BEGINNING**;

EXCLUDING THE LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 57°49'35" EAST, A DISTANCE OF 3,391.67 FEET TO A POINT ON THE BOUNDARY OF TRACT 202 PER SAID INSTRUMENT NO. 2008060371 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING TWENTY ONE (21) COURSES:

1) NORTH 44°01'21" WEST, A DISTANCE OF 622.75 FEET;
2) NORTH 45°58'39" EAST, A DISTANCE OF 102.15 FEET TO A POINT OF CURVATURE;

3) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 706.58 FEET, A CENTRAL ANGLE OF 45°29'02", AN ARC LENGTH OF 560.91 FEET, A CHORD OF WHICH BEARS NORTH 24°13'07" EAST, A CHORD LENGTH OF 546.30 FEET TO A POINT OF TANGENCY;
4) NORTH 00°28'37" EAST, A DISTANCE OF 615.74 FEET
5) SOUTH 89°31'23" EAST, A DISTANCE OF 178.13 FEET;
6) SOUTH 60°22'18" EAST, A DISTANCE OF 188.25 FEET;
7) SOUTH 32°42'31" EAST, A DISTANCE OF 144.47 FEET TO A POINT ON A NON-TANGENT CURVE;
8) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 65°32'07", AN ARC LENGTH OF 171.57 FEET, A CHORD OF WHICH BEARS SOUTH 12°01'25" EAST, A CHORD LENGTH OF 162.37 FEET TO A POINT OF REVERSE CURVATURE;
9) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.0 FEET, A CENTRAL ANGLE OF 48°24'35", AN ARC LENGTH OF 42.25 FEET, A CHORD OF WHICH BEARS SOUTH 20°35'14" EAST, A CHORD LENGTH OF 41.00 FEET TO A POINT OF REVERSE CURVATURE;
10) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 53°04'04", AN ARC LENGTH OF 50.94 FEET, A CHORD OF WHICH BEARS SOUTH 22°55'03" EAST, A CHORD LENGTH OF 49.14 FEET TO A POINT OF REVERSE CURVATURE;
11) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 69°29'11", AN ARC LENGTH OF 60.64 FEET, A CHORD OF WHICH BEARS SOUTH 14°42'42" EAST, A CHORD LENGTH OF 56.99 FEET TO A POINT OF TANGENCY;
12) SOUTH 20°01'46" WEST, A DISTANCE OF 165.04 FEET;
13) SOUTH 09°45'21" EAST, A DISTANCE OF 198.48 FEET;
14) SOUTH 10°32'59" WEST, A DISTANCE OF 77.82 FEET;
15) SOUTH 24°01'29" WEST, A DISTANCE OF 246.18 FEET;
16) SOUTH 16°16'56" WEST, A DISTANCE OF 52.07 FEET;
17) SOUTH 35°57'16" EAST, A DISTANCE OF 117.85 FEET;
18) SOUTH 87°27'37" WEST, A DISTANCE OF 86.98 FEET;
19) SOUTH 45°58'19" WEST, A DISTANCE OF 25.22 FEET;
20) SOUTH 05°31'58" WEST, A DISTANCE OF 149.54 FEET;
21) SOUTH 45°58'39" WEST, A DISTANCE OF 223.39 FEET TO THE **POINT OF BEGINNING**;

EXHIBIT "C" – GENERAL LOCATION OF THE PROPERTY

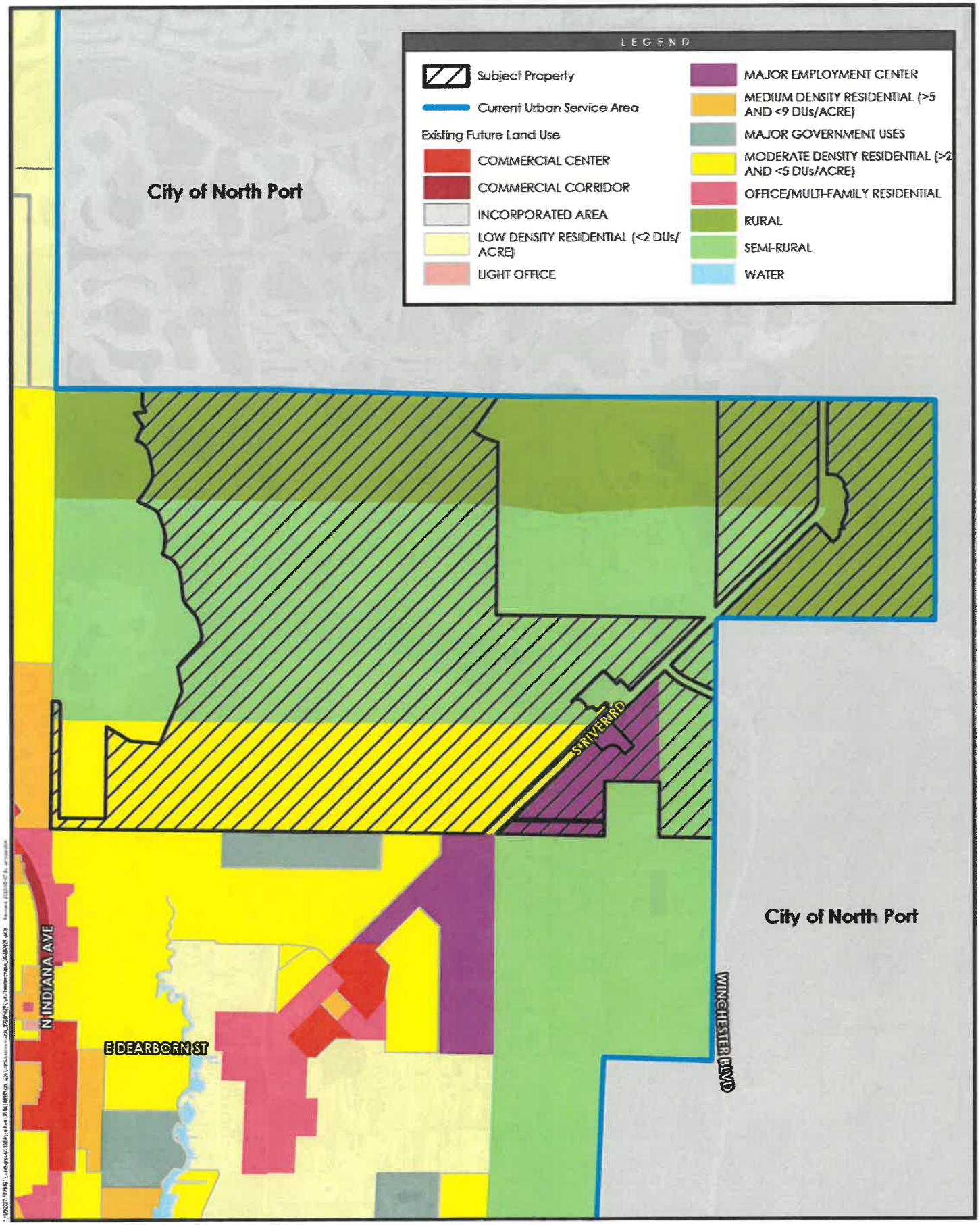
Stantec

Aerial
WINCHESTER RANCH CPA
May 2025

Stantec Consulting Services Inc.
6920 Professional Pkwy
Sarasota, FL 34240-8414
tel 941.907.6900

0 750 1,500 Feet

EXHIBIT "D" - SARASOTA COUNTY FUTURE LAND USE



Stantec

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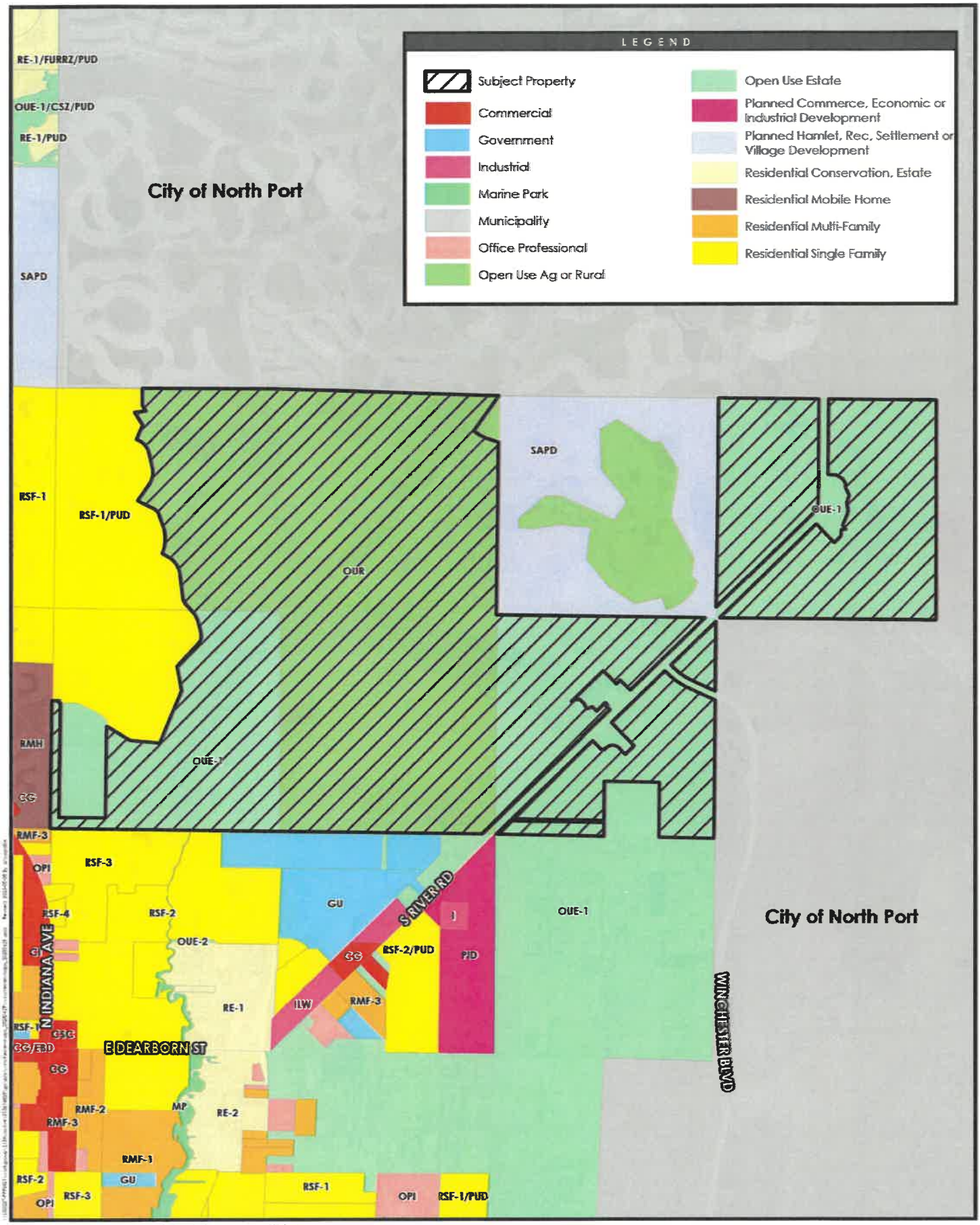
Existing Future Land Use
WINCHESTER RANCH CPA
May 2025

Stantec Consulting Services Inc.
6920 Professional Pkwy
Sarasota, FL 34240-8414
tel 941.907.6900

N

0 750 1,500 Feet

EXHIBIT "E" - SARASOTA COUNTY EXISTING ZONING



Stantec

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Notes:
1. Coordinate System: NAD 1983 StatePlane Florida West FIPS 0902 Feet
2. Source data: Stantec
3. Imagery: Sarasota County 2025 Aerial

Existing Zoning
WINCHESTER RANCH CPA
May 2025

Stantec Consulting Services Inc.
6920 Professional Pkwy
Sarasota, FL 34240-8414
tel 941.907.6900

N

0 750 1,500 Feet

ICARD MERRILL
ATTORNEYS & COUNSELORS

P: 941.366.8100
F: 941.366.6384

2033 Main Street, Suite 600
Sarasota, FL 34237

IcardMerrill.com

March 19, 2025

VIA DIGITAL UPLOAD

City of North Port
Planning & Zoning Division
4970 City Hall Blvd.
North Port, FL 34286

RE: Winchester Florida Ranch, LLLP: Application for Voluntary Annexation – Narrative

Dear Staff:

Winchester Florida Ranch, LLLP, a Florida limited liability limited partnership, successor-in-interest to Thomas Ranch Land Partners Sarasota, LLLP, a Florida limited liability limited partnership, by virtue of that certain Special Warranty Deed, filed May 29, 2014, recorded as Official Records Instrument No. 2014062918, of the Public Records of Sarasota County, Florida, as affected by Certificate of Amendment to Certificate of Limited Partnership, filed November 13, 2015, recorded as Official Records Instrument No. 2015141234, of the Public Records of Sarasota County, Florida ("Winchester"), is the owner of the real property located in Sarasota County, Florida, comprising approximately 3,148 acres, more or less, generally depicted in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"). Pursuant to Section 171.044, Fla. Stat. and Section 2.2.3 of the City of North Port's Unified Land Development Code (the "Code"), Winchester, by and through its undersigned counsel, hereby submits this narrative in support of its application for voluntary annexation into the City of North Port ("North Port").

Consistent with the requirements of Section 171.044(1) and (5), Fla. Stat., the Property is contiguous to North Port, reasonably compact, and the voluntary annexation will not result in the creation of enclaves. In addition to this narrative, Winchester is submitting all application components required under Section 2.3.1 of the Code for an annexation application. Subsequent to submitting this application for voluntary annexation, Winchester anticipates submitting the following:

- Pursuant to Section 2.2.6 of the Code, an application to amend North Port's Comprehensive Plan to apply a future land use designation to the Property;
- Pursuant to Section 2.2.13 of the Code, an application to rezone the Property to apply a zoning designation to the Property; and
- If required under the Code, an application for a Master Concept Plan for the Property pursuant to Section 2.2.10 of the Code.

Additionally, to comply with Section 3.3B of the Sarasota County Charter, Winchester, on behalf of itself and North Port, will file an application to amend the Sarasota County Comprehensive Plan (the "County Comprehensive Plan Amendment"). During the pendency of the County Comprehensive Plan Amendment, Winchester will work with Nort Port to amend the following agreements:

IM ICARD MERRILL
ATTORNEYS & COUNSELORS

- 2024 Utilities Agreement – Water Supply, dated November 14, 2024, and recorded as Official Records Instrument No. 2024152165 of the Public Records of Sarasota County, Florida;
- Transportation Impact Fee Reimbursement Agreement Regarding Public Roadway Network Within Wellen Park, certified by the Nort Port City Clerk on April 23, 2021; and
- Amendment and Restatement of West Villages Developer Agreement (Post Annexation), dated November 12, 2024, and recorded as Official Records Instrument No. 2024156163 of the Public Records of Sarasota County, Florida.

Do not hesitate to contact us immediately if you have any questions or if you require any additional documents or information.

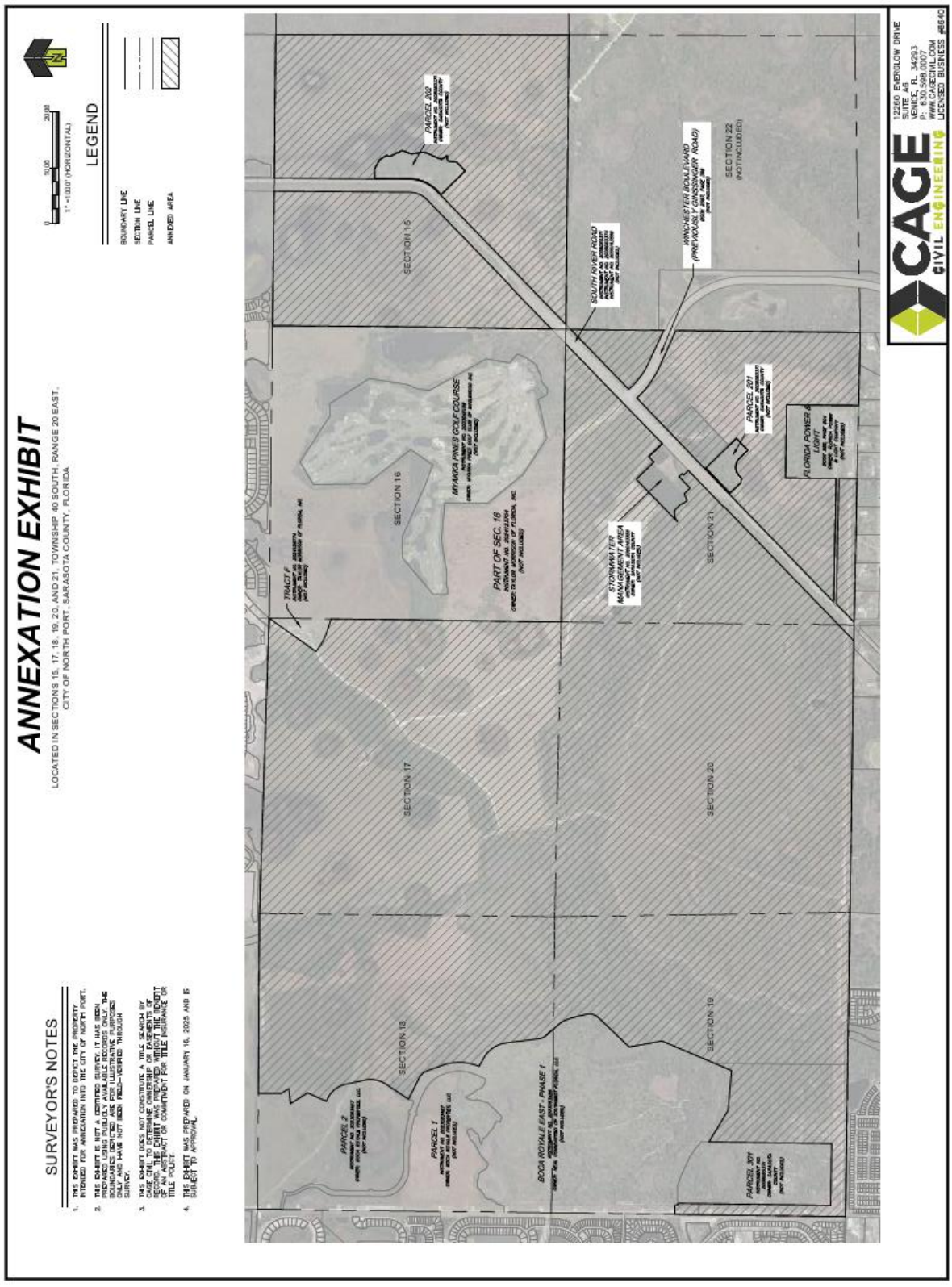
Respectfully Submitted,

William W. Merrill, III G. Matthew Brockway

William W. Merrill, III, Esq. and G. Matthew Brockway, Esq.

IM ICARD MERRILL
ATTORNEYS & COUNSELORS

EXHIBIT A – DEPICTION OF THE PROPERTY



ANNEXATION EXHIBIT

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SURVEYOR'S NOTES

1. THIS EXHIBIT WAS PREPARED TO DEPICT THE PROPERTY INTENDED FOR ANNEXATION INTO THE CITY OF NORTH PORT.
2. THIS EXHIBIT IS NOT A CERTIFIED SURVEY. IT HAS BEEN PREPARED USING PUBLICLY AVAILABLE RECORDS ONLY. THE BOUNDARIES DEPICTED ARE FOR ILLUSTRATIVE PURPOSES ONLY AND HAVE NOT BEEN FIELD-VERIFIED THROUGH SURVEY.
3. THIS EXHIBIT DOES NOT CONSTITUTE A TITLE SEARCH BY CAGE CIVIL TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR COMMITMENT FOR TITLE INSURANCE OR TITLE POLICY.
4. THIS EXHIBIT WAS PREPARED ON JANUARY 16, 2025 AND IS SUBJECT TO APPROVAL.

0 1000 2000
1" =1000' (HORIZONTAL)

N

LEGEND

BOUNDARY LINE
SECTION LINE
PARCEL LINE
ANNEXED AREA

CAGE CIVIL ENGINEERING
12260 EVERGLOW DRIVE
SUITE A6
VENICE, FL 34293
P: 630.598.0007
WWW.CAGECIVIL.COM
LICENSED BUSINESS #8640

ANNEXATION EXHIBIT

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SURVEYOR'S NOTES

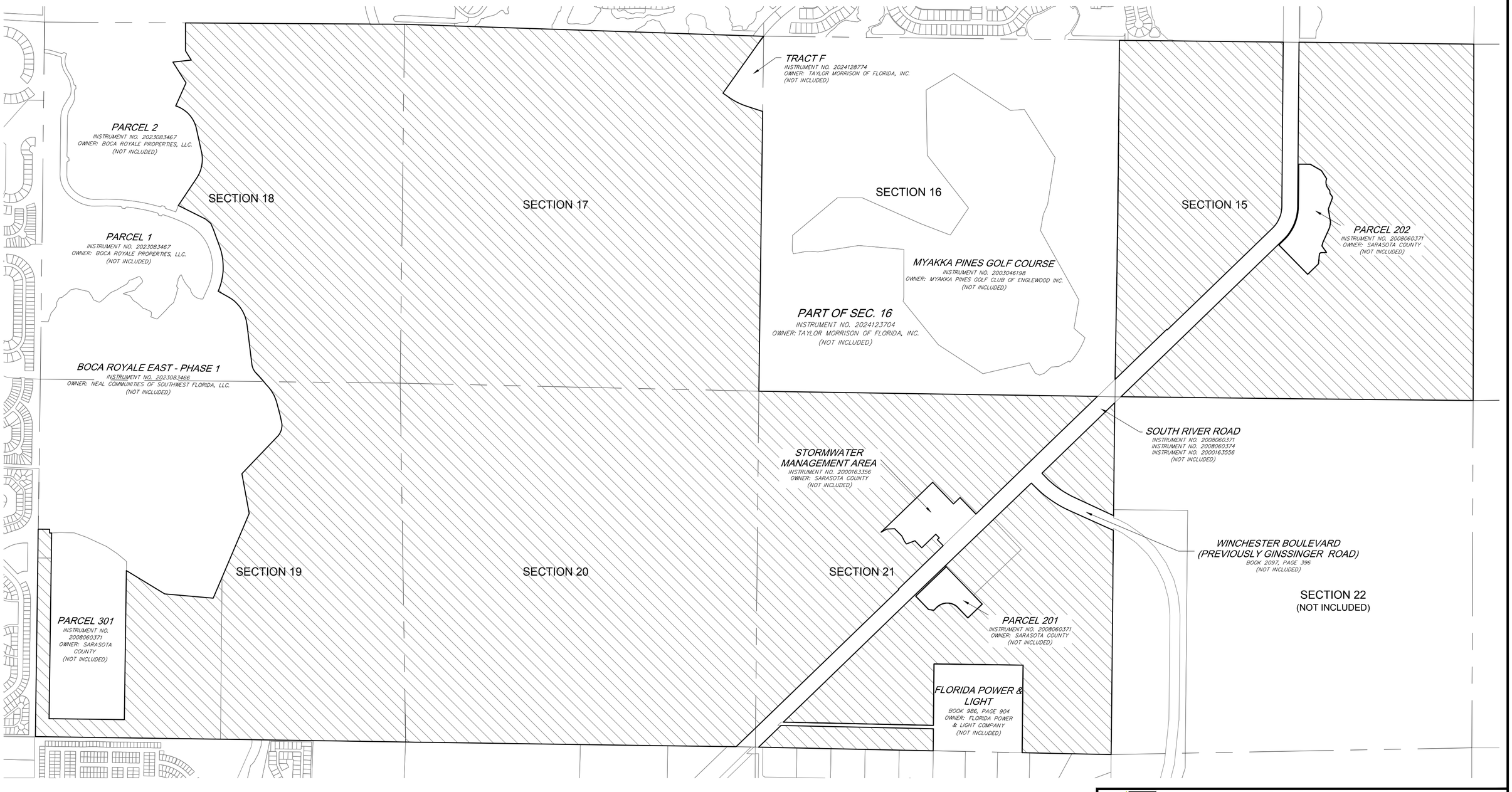
1. THIS EXHIBIT WAS PREPARED TO DEPICT THE PROPERTY INTENDED FOR ANNEXATION INTO THE CITY OF NORTH PORT.
2. THIS EXHIBIT IS NOT A CERTIFIED SURVEY. IT HAS BEEN PREPARED USING PUBLICLY AVAILABLE RECORDS ONLY. THE BOUNDARIES DEPICTED ARE FOR ILLUSTRATIVE PURPOSES ONLY AND HAVE NOT BEEN FIELD-VERIFIED THROUGH SURVEY.
3. THIS EXHIBIT DOES NOT CONSTITUTE A TITLE SEARCH BY CAGE CIVIL TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR COMMITMENT FOR TITLE INSURANCE OR TITLE POLICY.
4. THIS EXHIBIT WAS PREPARED ON JANUARY 16, 2025 AND IS SUBJECT TO APPROVAL.

0 1000 2000
1" =1000' (HORIZONTAL)

N

LEGEND

BOUNDARY LINE
SECTION LINE
PARCEL LINE
ANNEXED AREA



CAGE CIVIL ENGINEERING
12260 EVERGLOW DRIVE
SUITE A6
VENICE, FL 34293
P: 630.598.0007
WWW.CAGECIVIL.COM
LICENSED BUSINESS #8640

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SECTION 15, EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2000163556, 2008060371, INSTRUMENT NO. 2008060374; AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD);

TOGETHER WITH ALL OF SECTION 17, EXCEPTING THE LANDS CONVEYED TO TAYLOR MORRISON OF FLORIDA, INC., RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2024128774;

TOGETHER WITH ALL OF SECTION 18, EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466; AND EXCEPTING LANDS CONVEYED BOCA ROYALE PROPERTIES, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083467;

TOGETHER WITH ALL OF SECTION 19, EXCEPTING LANDS CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371; AND EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;

TOGETHER WITH ALL OF SECTION 20, EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371 AND INSTRUMENT NO. 2008060374; AND

TOGETHER WITH ALL OF SECTION 21, EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371, INSTRUMENT NO. 2008060374, AND INSTRUMENT NO. 2000163556; AND EXCEPTING LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY, RECORED IN OFFICIAL RECORDS BOOK 986, PAGE 904; AND EXCEPTING RIGHT-OF-WAY OF GISSINGER ROAD CONVEYED IN OFFICAL RECORDS BOOK 2097, PAGE 396; AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD).

CONTAINING A CALCULATED AREA OF 3,148 ACRES, MORE OR LESS.

Property Information Report

First American Issuing Office: First American Title Insurance Company
10210 Highland Manor Drive, Ste 120

First American File Number: **2240-2813691**

Prepared For: Mattamy Homes
4901 Vineland Road, Suite 450
Orlando, FL 32811

Legal Description:

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, 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.

1. ***Grantee(s) In Last Deed of Record:***

Winchester Florida Ranch, LLLP, a Florida limited liability limited partnership, successor-in-interest to Thomas Ranch Land Partners Sarasota, LLLP, a Florida limited liability limited partnership, by virtue of that certain Special Warranty Deed, filed May 29, 2014, recorded in Official Records Instrument No. 2014062918; as affected by Certificate of Amendment to Certificate of Limited Partnership, filed November 13, 2015, recorded in Official Records Instrument No. 2015141234, of the Public Records of Sarasota County, Florida.

2. ***Encumbrances/Matters Affecting Title*** (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements,

tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary)):

(X) Exhibit Attached () Exhibit Not Attached.

Type of Instrument	O.R. Book	Page
Declaration of Protective Covenants and Restrictions	Instrument No.	2003001869
Non-Exclusive Permanent Drainage Easement	Instrument No.	2003254590
Non-Exclusive Access and Maintenance Easement	Instrument No.	2003255516
Declaration of Covenants, Conditions, Easements and Restrictions	Instrument No.	2004216589
Declaration of Covenants, Conditions, Easements and Restrictions	Instrument No.	2005197548
First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions	Instrument No.	2005257191
Declaration of Covenants and Restrictions for Gran Paradiso	Instrument No.	2005257192
Easement Agreement	Instrument No.	2006038381
First Amendment to Declaration of Covenants and Restrictions for Gran Paradiso	Instrument No.	2007018905
First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions	Instrument No.	2007018906
Public Access Easement	Instrument No.	2008060372
Easement	Instrument No.	2008060373
First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions	Instrument No.	2008099652
Temporary Limited Public Access Easement Agreement	Instrument No.	2008102781
Resolution 2018-10	Instrument No.	2018084717
Ordinance No. 2018-08	Instrument No.	2018105750
Restrictive Covenant	Instrument No.	2018128694
Notice of Establishment of the West Villages Improvement District Unit of Development No. 6	Instrument No.	2018142894
Irrigation Water Supply Agreement	Instrument No.	2018159052
Easement (Business)	Instrument No.	2019006538
West Villages Developer Agreement (Post Annexation)	Instrument No.	2020042302
EWD Utility Easement - South (To Englewood Water District)	Instrument No.	2021075389
Declaration of Restrictive Covenants and Rights	Instrument No.	2021153734
Notice of Amended Boundary of the West Villages Improvement District	Instrument No.	2022121327
Amended and Restated Notice of Establishment of the West Villages Improvement District Unit of Development No. 6	Instrument No.	2022121328
Code Enforcement Special Magistrate - Findings of Fact and Order	Instrument No.	2022160432
Easement (Corporate)	Instrument No.	2022193841
Temporary Construction Easement	Instrument No.	2024087397
Easement (Corporate)	Instrument No.	2024087398
Easement (Corporate)	Instrument No.	2024087399
2024 Utilities Agreement - Water Supply	Instrument No.	2024152165
Amendment and Restatement of West Villages Developer Agreement (Post Annexation)	Instrument No.	2024156163

Copies of the Encumbrances/Matters Affecting Title (X) are () are not included with this Report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0821001000 for tax year 2024
Gross Tax: $124,330.06 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0821003000 for tax year 2024
Gross Tax: $209,809.91 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0825001000 for tax year 2024
Gross Tax: $27,323.05 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0827001000 for tax year 2024
Gross Tax: $14,700.17 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0829001000 for tax year 2024
Gross Tax: $12,049.71 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0830001000 for tax year 2024
Gross Tax: $3,792.52 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0831001000 for tax year 2024
Gross Tax: $25,766.15 (X) Paid ( ) Not Paid.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 0833001000 for tax year 2024
Gross Tax: $3,763.30 (X) Paid ( ) Not Paid.

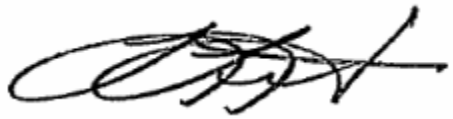
Customer File Number:
FATIC File Number: 2240-2813691

Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from January 02, 1985 to January 31, 2025 at 8:00 a.m.

The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of Sarasota County, Florida, affecting title to the property described therein. This Report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property in formation report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company



Leslie Lambert, as Vice President

Dated: 02/10/2025

Exhibit C - Application

MAP OF BOUNDARY SURVEY
THOMAS RANCH

DESCRIPTION: (AS FURNISHED PER TITLE COMMITMENT)

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 35, 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.

All of Section 36, 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 conveyed in Official Records Book 2020, Page 2228, and Official Records Book 2955, Page 1891, of the Public Records of Sarasota County, Florida.

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

That part of Section 21, lying Southwesterly of COUNTY ROAD NO. 777 (West River Road).

That part of Section 28, lying Southwesterly of COUNTY ROAD NO. 777 (West River Road).

All of Section 29, 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.

All of Section 30, 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 parcel conveyed to Florida Power & Light Company consisting of approximately 4.66 acres in the SW 1/4 as described in Official Records Book 1036, Page 802, of the Public Records of 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.

All of Section 32, 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 conveyed in Official Records Book 2785, Page 634, and Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida.

All of Section 33, lying West of COUNTY ROAD NO. 777, 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 conveyed in Official Records Book 2389, Page 528; Official Records Book 1571, Page 2172, and Official Records Instrument No. 1998166154, of the Public Records of Sarasota County, Florida.

The South 1/2 of Section 34, lying West of the Myakka River, and that part of the NW 1/4 of the SW 1/4 of the NW 1/4 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; and the NW 1/4 of the NE 1/4 of the SW 1/4.
The maintained right-of-way of South River Road.
The right-of-way of COUNTY ROAD NO. 777 (as realigned) as per Official Records Book 2679, Pages 2750 through 2754.
That portion conveyed in Official Records Instrument No. 2000002794, and Official Records Instrument No. 1999111833, 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 19 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 1, less and except the following:
The SE 1/4 of the SW 1/4.

All of Section 2, less and except the following: The SW 1/4 of the NW 1/4.

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

All of Section 3, less and except the following:
The maintained right-of-way of East River Road.
That portion conveyed in Order of Taking recorded in Official Records Book 2679, Pages 2750 through 2754, of the Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida. The maintained right-of-way of COUNTY ROAD NO. 777 (South River Road).

All of Section 4, less and except the following:
That portion conveyed in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida.

All of Section 5;

All of Section 6;

All of Section 7;

All of Section 8;

All of Section 9.

All of Section 10, less and except the following:

The maintained right-of-way of East River Road.
The maintained right-of-way of COUNTY ROAD NO. 777 (South River Road).

All of Section 15, less and except the following:
The maintained right-of-way of COUNTY ROAD NO. 777 (South River Road).
That portion conveyed in Official Records Instrument No. 2000163556, of the Public Records of Sarasota County, Florida.

All of Section 17;

All of Section 18;

All of Section 19;

All of Section 20 except the maintained right-of-way of COUNTY ROAD NO. 777 (South River Road).

All of Section 21, less and except the following:
The maintained right-of-way of COUNTY ROAD NO. 777 (South River Road).
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 in Official Records Book 986, Page 904, of the Public Records of Sarasota County, Florida. Right-of-way conveyed in Official Records Book 2097, Page 396, of the Public Records of Sarasota County, Florida (Gissinger Road).
That portion conveyed in Official Records Instrument No. 2000163556, of the Public Records of Sarasota County, Florida.

Together with the following easements which benefit the property to be insured hereunder:

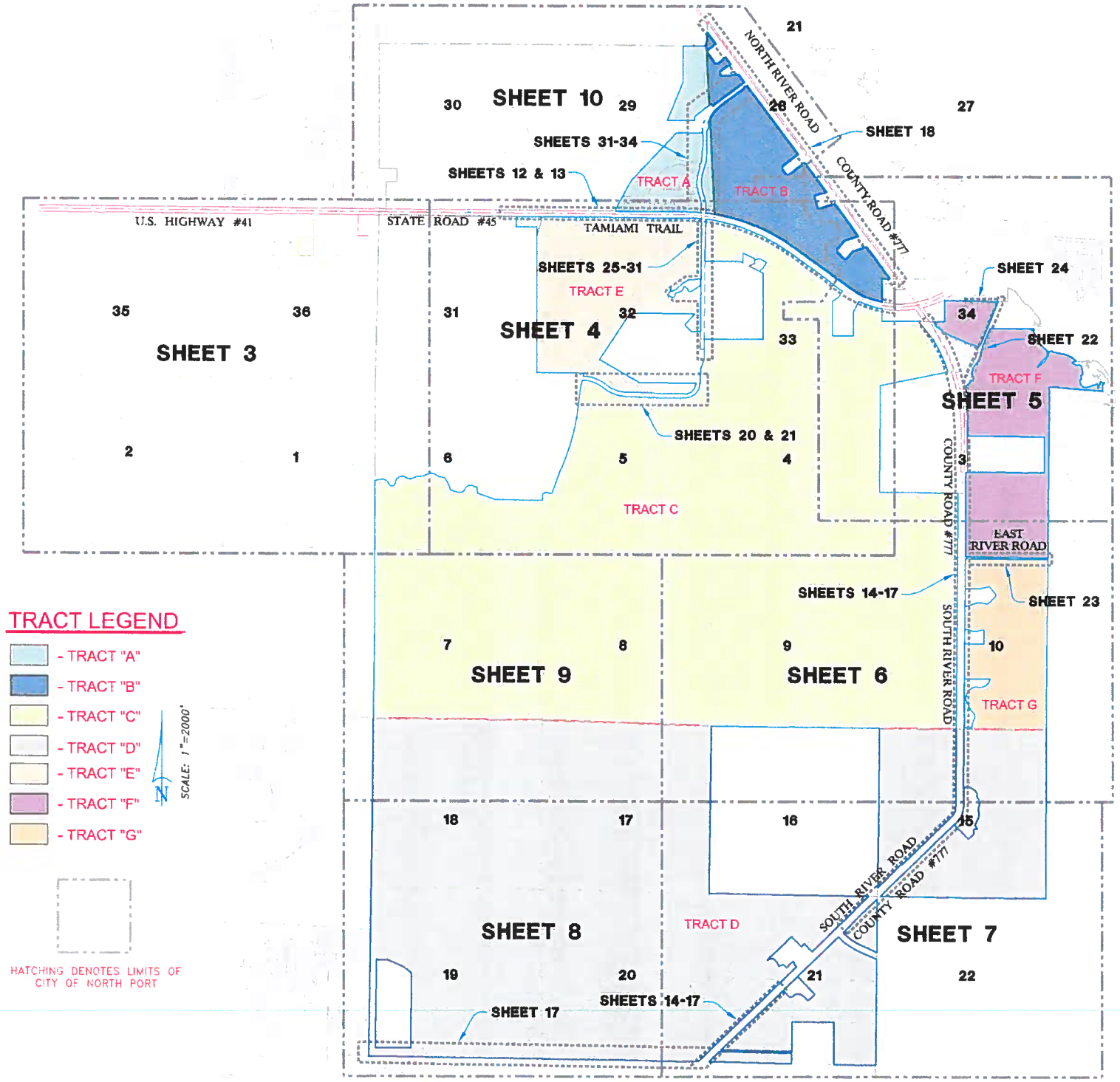
Easement Agreement (Stormwater Drainage and Flowage) recorded in Official Records Book 3065, Page 615, of the Public Records of Sarasota County, Florida. Grant of Perpetual Non-Exclusive Easement (Access and Utility) recorded in Official Records Instrument No. 1999044368, of the Public Records of Sarasota County, Florida.

Perpetual Non-Exclusive Access and Utility Agreement recorded in Official Records Instrument No. 2000002798, of the Public Records of Sarasota County, Florida.

LESS AND EXCEPT THEREFROM SO MUCH OF SAID LANDS AS WERE CONVEYED BY DEEDS RECORDED UNDER INSTRUMENT NUMBER 2002189211; INSTRUMENT NUMBER 2003001867; INSTRUMENT NUMBER 2003171392; INSTRUMENT NUMBER 2003259232; INSTRUMENT NUMBER 2004012753; INSTRUMENT NUMBER 2004216580; INSTRUMENT NUMBER 2004216591; INSTRUMENT NUMBER 2005197550; INSTRUMENT NUMBER 2005281157; INSTRUMENT NUMBER 2005284948; INSTRUMENT NUMBER 2005284959; INSTRUMENT NUMBER 2006189293; INSTRUMENT NUMBER 2007188371; INSTRUMENT NUMBER 2008031552; INSTRUMENT NUMBER 2008060371; INSTRUMENT NUMBER 2008063774; INSTRUMENT NUMBER 2009021591; INSTRUMENT NUMBER 2009155882; INSTRUMENT NUMBER 2010058621; INSTRUMENT NUMBER 2011005442; AND INSTRUMENT NUMBER 2013134805, ALL OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOTAL CALCULATED AREA: 421,860,046 Square Feet, or 9,679.9827 Acres more or less.

ALSO DESCRIBED AS – SEE DESCRIPTION ON SHEET 2 OF 34



TRACT LEGEND

- TRACT "A"
- TRACT "B"
- TRACT "C"
- TRACT "D"
- TRACT "E"
- TRACT "F"
- TRACT "G"

SCALE: 1"=2000'

HATCHING DENOTES LIMITS OF CITY OF NORTH PORT

SHEET INDEX:

1	COVER SHEET
2	SCHEDULE B-II EXCEPTIONS
2-A	SCHEDULE B-II EXCEPTIONS TRACTS A-G
3-10	OVER-ALL BOUNDARY
11	STRUCTURE DETAILS
12-13	US HIGHWAY NO. 41 DETAILS
14-16	SOUTH RIVER ROAD DETAILS
17	SOUTH BOUNDARY DETAILS
18	NORTH RIVER ROAD DETAILS
19-20	HOSPITAL ROAD SEGMENT "C" DETAILS
21	ACCESS ROAD TO M.C.C. DETAILS
22	PLAYMORE ROAD DETAILS
23	EAST RIVER ROAD DETAILS
24	PLAYMORE SUBDIVISION DETAIL
25-30	WEST VILLAGES PARKWAY DETAILS SEGMENT "A"
31-34	WEST VILLAGES PARKWAY DETAILS SEGMENT "B"

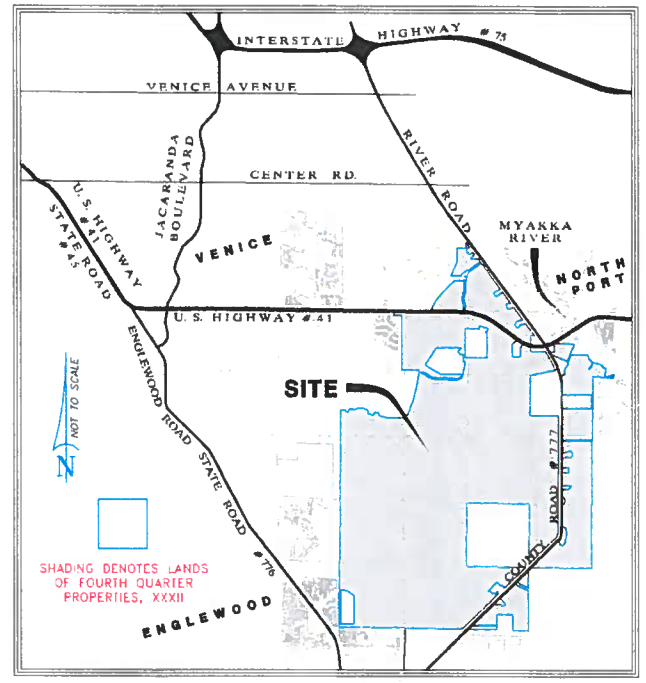
CERTIFICATION:

To: Mattamy Homes Corporation; Mattamy Sarasota, LLC; Sunrise Bank; Old Republic National Title Insurance Company; Williams Parker Harrison Dietz & Getzen; Fourth Quarter Properties xxii, LLC, a Georgia Limited Liability Company; Cushing Morris Armbruster & Montgomery, LLP; and Alston & Bird LLP; Thomas Ranch Land Partners Village 1, LLLP; Thomas Ranch Land Partners North Port, LLLP; Thomas Ranch Land Partners Sarasota, LLLP; Thomas Ranch Land Partners Village 2A, LLLP; Thomas Ranch Land Partners Village 4A, LLLP; Thomas Ranch Land Partners Village 4B, LLLP

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 7(a), 7(b1), 7(c), 8, 9, 13, 16, 17, 18 and 21 of Table A thereof. The field work was completed on March 28, 2014

Randall E. Britt, Professional Land Surveyor
Florida Certificate No. 3979

NOTE: NOT VALID UNLESS IMPRINTED WITH EMBOSSED LAND SURVEYOR'S SEAL



LOCATION MAP

REPORT OF SURVEY:

This plat represents a Boundary Survey (Chapter 61G17-6, Florida Administrative Code) and ALTA survey per the specifications outline in the Alta certification noted below.

The description shown on Sheet 1 was furnished per Title Commitment noted herein, and the description shown on Sheet 2 was prepared for this survey.

ACCURACY: The expected use of the land, as classified in the Minimum Technical Standards (61G17-6 F.A.C.), is "Rural". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 5,000 feet. The accuracy obtained by measurements and calculation of a closed geometric figure was found to exceed the requirement.

DATA SOURCES:

a.) Old Republic National Title Insurance Company Commitment File Number 16-2014-000351, effective date: May 13, 2014, @ 11:00 P.M. Last revised May 23, 2014
b.) Florida Department of Transportation Right of Way Maps.
c.) Sarasota County Department of Transportation Maintained Right of Way Maps.
d.) DNR certified corner records.
e.) Other Surveys By Britt Surveying, Inc.

BOUNDARY INCONSISTENCIES:

The U.S. Highway No. 41 Right of Way monumentation does not fit the ties to section lines. The stationing of their baseline does not match their field corners by up to eight feet. We have held the DOT field corners and proportioned missing corners between found DOT corners.

The West line of Section 21, Township 39 South, Range 20 East is based on the existing monumentation found

The South line of the North Half of Section 34, Township 39 South, Range 20 East (South line of Playmore Sub) is based on existing monumentation found.

NOTES:

1. Parcel may be subject to areas of governmental jurisdiction related to environmental issues. Determination of the existence of these areas does not fall within the scope of this survey.

2. The determination of riparian or littoral rights is beyond the scope of this survey. However the ownership line along the shore of the Myakka River is based upon an accepted Mean High Water Line Survey performed by this firm and approved by the Florida Department of Environmental Protection (File 1293) Dated 2/27/1998.

3. This survey depicts significant visible indications of surface drainage such as ditches and culverts from adjoining parcels. This survey does not indicate other drainage matters that are not discernible by visual inspection.

4. An existing ditch south of Playmore Subdivision (Section 34, Township 39 South, Range 20 East) appears to provide drainage for portions of that subdivision and areas westerly thereof.

5. There are interior fences that were not located during the course of this survey. Their location is beyond the scope of this survey.

6. Monumentation of interior section corners not a part of this survey.

7. This survey is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.8°40'01"E. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.

8. The State Road #777 referenced in the description is now County Road #777.

9. The location of underground improvements is beyond the scope of this survey and specifically not included.

10. The lands shown and described hereon are situated in Flood Zones AB, A9, A10, B and X. Flood information taken from Digitized Flood Insurance Rate Maps for Sarasota County (Community 125144) Panel 342, 344 (dated 9/3/1992) Panel 375, 451, 452, & 460 (dated 5/1/1984).

11. No observed evidence or current earth moving work, building construction or building additions observed, except an active aggregate business on Parcels C and E, and there was not observed evidence of recent sidewalk or sidewalk repairs on the date of survey.

12. Interior shell and dirt roads have not been shown hereon. Although such improvements may or may not exist, they fall out side the scope of this survey.

13. No observed evidence of a site used as a solid waste dump or sanitary land fill was found on the date of survey.

REVISIONS: 02-11-2014 Revised sheets 1, 2 and 2A, Updated Commitment.
REVISIONS: 03-28-14, Update Survey
REVISIONS: 05-22-2014 Revised sheets 1, 2 and 2A, Updated Commitment.
REVISIONS: 06-25-2014 General Updates
REVISIONS: 10-14-08, Update Survey
REVISIONS: 10-14-08, Change Certifications, General Revisions
REVISIONS: 10-14-08, Update Survey
REVISIONS: 10-14-08, Update Survey
REVISIONS: 9-26-07, Update Survey
REVISIONS: 5-18-00, REVISED TO ALTA 9-06-02

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6838
606 Cypress Avenue Venice, Florida 34285
Telephone: (941) 493-1366 Fax: (941) 484-5766
Email: bas@brittsurveying.com

CERTIFICATE OF SURVEYOR:

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN HEREON AND THAT SAID LANDS WERE SURVEYED UNDER MY DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE STATE OF FLORIDA (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 472.027, FLORIDA STATUTES)

March 28, 2014
DATE OF SURVEY

RANDALL E. BRITT, REGISTERED LAND SURVEYOR NO. 3979
STATE OF FLORIDA

CERTIFIED TO:

SEE CERTIFICATE THIS SHEET

JOB NUMBER: 14-02-20

SHEET 1

ALTA/ACSM LAND TITLE SURVEY

Exhibit C - Application

ENCUMBRANCES AND STATEMENTS RELATED TO LANDS SHOWN AND DESCRIBED HEREON FROM SCHEDULE B-II, OLD REPUBLIC TITLE INSURANCE COMPANY COMMITMENT, FILE NUMBER 16-2004-000351, EFFECTIVE DATE: MAY 23, 2014 @ 11:00 PM. LAST REVISED MAY 23, 2014.

1 – 3 Not applicable to Professional Land Surveyor's review.

4. Easements in favor of Florida Power & Light Company recorded in Deed Book 64, Page 78 (21–40–20); Deed Book 64, Page 80 (21–40–20); Deed Book 67, Page 179 (21–40–20), and Subordination of Utility Interest recorded in Official Records Instrument No. 2001077188, as to the preceding easements; Deed Book 64, Page 24 (21–40–20); Deed Book 67, Page 183 (20–40–20); Deed Book 71, Page 42 (15–40–20); Deed Book 83, Page 210 (21–40–20); Deed Book 83, Page 216 (15–40–20); Deed Book 89, Page 527 (15–40–20); Deed Book 98, Page 314 (10–40–20); Official Records Book 1656, Page 183 (31–39–20); Official Records Book 1720, Page 1854 (31–39–20), and Official Records Book 3080, Page 1346 (32–39–20), all of the Public Records of Sarasota County, Florida.

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

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. (33–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

6. Easements in favor of Sarasota County for the purposes of water supply distribution and sewage collection and related matters recorded in Official Records Book 2702, Page 2442 (33–39–20) and Subordination of Utility Interest and Agreement for Reimbursement for Additional Facility Relocations recorded in Official Records Book 2758, Page 642 (33–39–20), of the Public Records of Sarasota County, Florida.

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

7. Easements in favor of Sarasota County Public Hospital Board recorded in Official Records Book 2785, Page 641 (32–39–20); Official Records Book 2785, Page 646 (32–39–20); Official Records Book 3065, Page 606 (32 & 33–39–20) and Official Records Book 3108, Page 2455 (29, 30 & 32–39–20) together with Amendment recorded under Instrument No. 2007026896 (4 & 5–40–20), and Partial Release of Easement recorded in Official Records Instrument No. 2007102547, of the Public Records of Sarasota County, Florida.

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

8. Right of Reverter in favor of Florida Power & Light Company contained in that certain Quit Claim Deed recorded in Official Records Book 1021, Page 1908, of the Public Records of Sarasota County, Florida, relating to any recorded or unrecorded easement land that may lie within the right–of–way of State Road No. 45 (29,30,31,32,33,34 & 35–39–20 & 25,26,27,34,35 & 36–39–19).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

9. Easements in favor of Englewood Water District recorded in Official Records Book 1320, Page 2150 (7,18 & 19–40–20) and Official Records Book 2154, Page 991, together with Partial Vacation of Easement recorded in Instrument No. 2004058080 of the Public Records of Sarasota County, Florida (19–40–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

10. Access and Drainage Easements and use restrictions (see 2.(t) of said deed),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. (32 & 33–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

11. Notices of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code recorded in Official Records Book 1823, Page 2263 (31 & 32–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

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. (33–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

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 (32–39–20 & 5–40–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

14. Reclaimed Water Agreement by and between Taylor Ranch, LTD., a limited partnership and Taylor Ranch, Inc., a Florida corporation and Sarasota County Public Hospital Board recorded in Official Records Book 3108, Page 2433 (29,30,32 & 33–39–20), together with Affidavit recorded in Instrument No. 2005257196, as amended in Instrument No. 2007026896, of the Public Records of Sarasota County, Florida which contains provisions for easements (29, 30, 32 & 33–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

15. Declaration of Utility Easement by Taylor Ranch, Inc., a Florida corporation recorded in Official Records Instrument No. 1998166153, of the Public Records of Sarasota County, Florida. (33–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

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 Official Records Instrument No. 1998166155, of the Public Records of Sarasota County, Florida. (33–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

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 Official Records Instrument No. 1999044368, of the Public Records of Sarasota County, Florida. (32 & 33–39–20 & 4 & 5–40–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

18. Conservation Easement in favor of Southwest Florida Water Management District recorded in Official Records Instrument No. 1999044370, of the Public Records of Sarasota County, Florida. (32–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

19. Easements in favor of River Road Office Park, Inc., a Florida corporation recorded in Instrument No. 2000002796 (33–39–20) and Instrument No. 2000002797, of the Public Records of Sarasota County, Florida. (4 & 5–40–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

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 No. 2000002798, of the Public Records of Sarasota County, Florida. (33 & 34–39–20 & 3 & 4–40–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

21. Easement and privilege of extending road around and along the margin of the pond or flat located at or near the common comer of Sections 2,3,10 & 11, Township 40, Range 20, in favor of the County of Sarasota as contained in that certain Deed recorded in Deed Book 168, Page 240, of the Public Records of Sarasota County, Florida. (2, 3, 10 & 11–40–20)

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

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. (32–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

23. Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 2004216589, as amended under Instrument No. 2005257191 and 2007018905 of the Public Records of Sarasota County, Florida, limited to provisions creating easements in paragraphs 5.1 and 5.3 (All).

APPLICABLE, BLANKET IN NATURE, AND NOT GRAPHICALLY DEPICTED HEREON.

24. Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 2005197548, as amended under Instrument No. 2008099652 of the Public Records of Sarasota County, Florida, limited to provisions creating easements in paragraph 3.3 (All).

APPLICABLE, BLANKET IN NATURE, AND NOT GRAPHICALLY DEPICTED HEREON.

25. Amended and Reinstated Utility Agreement recorded in Instrument No. 2007064870 of the Public Records of Sarasota County, Florida, which contain provisions creating easements, use restrictions, and charges in favor of the City of North Port (All).

APPLICABLE, BLANKET IN NATURE, AND NOT GRAPHICALLY DEPICTED HEREON.

26. Water and Wastewater Interim Utilities Agreement recorded in Instrument No. 2005089520, of the Public Records of Sarasota County, Florida, which contain provisions for easements (All).

APPLICABLE, BLANKET IN NATURE, AND NOT GRAPHICALLY DEPICTED HEREON.

27. Easement Agreement recorded in Instrument No. 2007150241, of the Public Records of Sarasota County, Florida (32–39–20 & 5–40–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

28. Easement Agreement recorded in Instrument No. 2006215897, of the Public Records of Sarasota County, Florida.

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

29. Easement Agreement recorded in Instrument No. 2007024930, of the Public Records of Sarasota County, Florida (8, 9, 10 & 17–40–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

30. Easement Agreement recorded in Instrument No. 2008060373, of the Public Records of Sarasota County, Florida (10, 15 & 21–40–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

31. Easement Agreement recorded in Instrument No. 2008060372, of the Public Records of Sarasota County, Florida (19 & 20–40–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

32. Easement in favor of Florida Power & Light Company recorded in Official Records Book 986, Page 905, together with Consent Agreement recorded in Instrument No. 2006126669, of the Public Records of Sarasota County, Florida (31–39–20, 6, 7, 18, 19, 20 and 21–40–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

33. Easement 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 (31, 32, 33 & 34–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

34. Right–of–Way Resolution recorded in Official Records Book 2254, Page 2241, of the Public Records of Sarasota County, Florida (3–40–20; 34–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

35. Easement in favor of Sarasota County recorded in Instrument No. 2003254590, of the Public Records of Sarasota County, Florida (19–40–19).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

36. Easement in favor of Sarasota County recorded in Instrument No. 2003255516, of the Public Records of Sarasota County, Florida (19–40–19).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

37. Easement in favor of West Villages Improvement District recorded in Instrument No. 2005089339, of the Public Records of Sarasota County, Florida (33–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

38. Easement in favor of Englewood Water District recorded in Instrument No. 2006038381, of the Public Records of Sarasota County, Florida (19–40–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

39. Easement in favor of City of North Port recorded in Instrument No. 2007158248, of the Public Records of Sarasota County, Florida (32–39–20).

NOT APPLICABLE

40. Easement in favor of City of North Port recorded in Instrument No. 2007158249, of the Public Records of Sarasota County, Florida (32–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

41. Easement in favor of North Port recorded in Instrument No. 2008019264, of the Public Records of Sarasota County, Florida (33–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

42. Easement in favor of Sarasota County recorded in Instrument No. 2008019265, of the Public Records of Sarasota County, Florida (33–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

43. Easement in favor of the City of North Port, West Villages Improvement District, and Sarasota County recorded in Instrument No. 2008019266, as re–recorded in Instrument No. 2008029381 of the Public Records of Sarasota County, Florida (33–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

44. Easement in favor of West Villages Improvement District recorded in Instrument No. 2008026591, of the Public Records of Sarasota County, Florida (28 & 29–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

45. Easement in favor of Florida Power & Light Co. recorded in Instrument No. 2008096395, of the Public Records of Sarasota County, Florida (32–39–20)

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

46. Notice of Establischment 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, 2005023829, 2005032617, 2005149323, 2006023618, 2006023619, 2007048565, 2007086622, 2007086623, 2007176566, 2008055051, 2008055052, and 2008055053, of the Public Records of Sarasota County, Florida, which contain praisions creating assessments. (21, 28, 29, 31, 32, 33, 34, & 35–39–20 and 3, 4, 5, 6, 7, 8, 9, & 10–40–20).

APPLICABLE, HOWEVER NOT GRAPHICALLY DEPICTED HEREON.

47. Water Main Easement in favor to the City of North Port recorded in Official Records Instrument #2008152439 of the Public Records of Sarasota County, Florida (32–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

48. Deleted.

NOT APPLICABLE.

49. Slope, Drainage, Gateway Feature and Landscape Easement Agreement recorded in Official Records Instrument #2009155886, of the Public Records of Sarasota County, Florida. (29, 32–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

50. Subject to Terms, Conditions and Restrictive Covenants contained in Section18.02(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 (28, 29, 34–39–20), which contain provisions for use restrictions and covenants as described in said Section 18.02(b) as contained in the referenced instruments.

APPLICABLE AND PROPOSED PARCELS GRAPHICALLY DEPICTED HEREON.

51. Drainage Easement to Sarasota County recorded in Instrument #2012030631, of the Public Records of Sarasota County, Florida. (33, 34–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

52. Slope Easement to West Villages Improvement District recorded in Instrument #2013134806, of the Public Records of Sarasota County, Florida. (32–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

53. Landscape, Irrigation and Lighting Easement recorded in Instrument #2008121063, of the Public Records of Sarasota County, Florida. (31–39–20).

APPLICABLE AND GRAPHICALLY DEPICTED HEREON.

54. Any and all boundary inconsistencies, encroachments and other matters shown on the survey certified by Britt Surveying, Inc. dated October 14, 2008.

APPLICABLE AND NOTED ON SHEET 1.

55. – 58.

NOT APPLICABLE TO SURVEYORS REVIEW

DESCRIPTION: CREATED FOR THIS SURVEY

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

That part of Section 21, lying Southwesterly of COUNTY ROAD NO. 777 (West River Road)

That part of Section 28, lying Southwesterly of COUNTY ROAD NO. 777 (West River Road), less and except lands conveyed to West Villages Improvement District recorded in Official Records Instrument No. 2008031552, and Instrument No. 2009155882 , and lands conveyed to Sarasota County in Official Records Instrument No. 2008060371, of the Public Records of Sarasota County, Florida.

All of Section 29, 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 782, of the Public Records of Sarasota County, Florida; Lands conveyed to West Villages Improvement District recorded in Official Records Instrument No. 2008031552, and Instrument No. 2009155882 of the Public Records of Sarasota County, Florida; Lands conveyed to Gran Paradise I, LLC, recorded in Official Records Instrument No. 2004218580, of the Public Records of Sarasota County, Florida; And Lands conveyed to Gran Paradise II, LLC, recorded in Official Records Instrument No. 2004218581, of the Public Records of 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 782, of the Public Records of Sarasota County, Florida; Lands conveyed to DiNoto & Company, Inc, recorded in Official Records Instrument No. 2003258282, of the Public Records of Sarasota County, Florida.

All of Section 32, 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 782, 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; 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 West Villages Improvement District recorded in Official Records Instrument No. 2007188871; 2009155882, 2010036821; and 2013134803, of the Public Records of Sarasota County, Florida; Lands conveyed to DiNoto and Company, Inc. recorded in Official Records Instrument No. 2003258282, of the Public Records of Sarasota County, Florida.

All of Section 33, lying West of COUNTY ROAD NO. 777, 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 782, 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 and Instrument No. 2009155882 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.

The South 1/2 of Section 34, lying West of the Myakka River, and that part of the NW 1/4 of the SW 1/4 of the NW 1/4 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; and the NW 1/4 of the NE 1/4 of the SW 1/4;
The maintained right–of–way of South River Road.
The right–of–way for COUNTY ROAD NO. 777 (as realigned), pursuant to Order of Taking recorded in Official Records Book 2879, 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 and 2008060374, of the Public Records of Sarasota County, Florida; Lands conveyed to West Villages Improvement District, recorded in Official Records Instrument No. 2009021891, 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 DiNoto 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.

All of Section 6, less and except the following:
Lands conveyed to DiNoto 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.

All of Section 10, less and except the following:
Lands conveyed to the Sarasota County, for East River Road Right of Way, 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.

All of Section 13, 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 30 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, recorded in Official Records Book 986, Page 904, of the Public Records of Sarasota County, Florida; Lands conveyed to Sarasota Coury for Ginsninger Road right–of–way conveyed in Official Records Book 2097, Page 304, 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.

Together with the following easements which benefit the property to be insured hereunder:

Easement Agreement (Stormwater Drainage and Flowage) recorded in Official Records Book 3065, Page 615, of the Public Records of Sarasota County, Florida. Grant of Perpetual Non–Exclusive Easement (Access and Utility) recorded in Official Records Instrument No. 1999044368, of the Public Records of Sarasota County, Florida.

Perpetual Non–Exclusive Access and Utility Agreement recorded in Official Records Instrument No. 2000002798, of the Public Records of Sarasota County, Florida.

TOTAL CALCULATED AREA: 421660045 Square Feet, or 9679.9827 Acres more or less.

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493–1396 Fax: (941) 484–5766
Email: bail@brittsurveying.com

MAP OF BOUNDARY SURVEY THOMAS RANCH SCHEDULE B-II EXCEPTIONS

SHEET 2

Exhibit C - Application

ENCUMBRANCES AND STATEMENTS RELATED TO LANDS SHOWN AND DESCRIBED HEREON FROM SCHEDULE B-II, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT FILE NUMBER 16-2014-000351, EFFECTIVE DATE: MAY 13, 2014 @ 11:00 PM. LAST REVISED MAY 23, 2014.

THOMAS RANCH
SITUATED WITHIN TOWNSHIP 39, RANGE 20 EAST, AND TOWNSHIP 40, RANGE 20 EAST
SARASOTA COUNTY, FLORIDA

Schedule B-II Exceptions, Old Republic National Title Insurance Company Commitment,
File Number 16-2014-000351, Effective date: February 14, 2014 @ 11:00 P.M

Exception #	Instrument #	TRACT A	TRACT B	TRACT C	TRACT D	TRACT E	TRACT F	TRACT G	SECTION
4	DB 64/78				X				21-40-20
	DB 64/80				X				21-40-20
	DB 67/179				X				21-40-20
	ORI 2001077188				X				21-40-20
	DB 64/34				X				21-40-20
	DB 67/183				X				20-40-20
	DB 71/42				X				15-40-20
	DB 83/210				X				21-40-20
	DB 83/216				X				15-40-20
	DB 89/527				X				15-40-20
	DB 183/314			X	X				10-40-20
	ORB 1656/183				X	X			31-39-20
	ORB 1720/1834					X			31-39-20
	ORB 3080/1346					X			33-39-20
	ORB 1727/1936					X			31-39-20
5	ORB 2793/172			X					33-39-20
6	ORB 2702/2437			X					32-39-20
	ORB 2702/2442			X					33-39-20
	ORB 2756/642			X					33-39-20
7	ORB 2785/641			X					32-39-20
	ORB 2785/646					X			33-39-20
	ORB 3085/608			X		X			32 33-39-20
	ORB 3106/2455			X		X			29 30 32-39-20
	ORI 2007026898			X		X			
	ORI 2007162547					X			
8	ORB 1621/1908					X			29 30 31,32,33 34 35-39-20 & 28,26,27 34-36 36-39-19
9	ORB 1320/2150			X	X				7,18 19-40-20
	ORB 2154/991				X				19-40-20
	ORI 2004068080				X				19-40-19
10	ORB 1571/2172			X		X			32,33-39-20
11	ORB 1623/2283					X			31 32 39-20
12	ORB 2389/528			X					33-39-20
13	ORB 3084/915			X		X			32-39-20 & 5-40-20
14	ORB 3108/2433			X		X			29,30,32,33-39-20
	ORI 2005257196			X		X			29 30,32,33-39-20
	ORI 2007026898			X		X			29 30,32,33-39-20
15	ORI 1998166153			X		X			33-39-20
16	ORI 1998166156			X					33-39-20
17	ORI 1999044368	BENEFITS TRACTS C AND E							32,33-39-20 &4 5-40-20
18	ORI 1999044378			X					32-39-20
19	ORI 2000002796		X	X					33-39-20
	ORI 2000002797			X					4,5-40-20
20	ORI 2000002798	BENEFITS TRACT C							33,34-39-20 & 3,4-40-20
21	DB 168/240						X	X	2,3 10,11-40-20
22	ORB 2783/650					X			32-39-20
23	ORI 2004216589	BLANKET EASEMENT TRACTS A-G							
	ORI 2005257181	BLANKET EASEMENT TRACTS A-G							
	ORI 2007016908	BLANKET EASEMENT TRACTS A-G							
24	ORI 2005197546	BLANKET EASEMENT TRACTS A-G							
	ORI 2006096652	BLANKET EASEMENT TRACTS A-G							
	ORI 2007016908	BLANKET EASEMENT TRACTS A-G							
25	ORI 2007054870	BLANKET EASEMENT TRACTS A-G							
26	ORI 2005089520	BLANKET EASEMENT TRACTS A-G							
27	ORI 2007150241			X		X			32-39-20 & 5-40-20
28	ORI 2006215807			X	X				
29	ORI 2007024930			X					8,9,10,17-40-20
30	ORI 2006080373				X			X	16,15 21-40-20
31	ORI 2006080372				X				19,20-40-20
32	ORB 969/906			X	X				31-39-20 & 6,7,18,19 20,21-40-20
	ORI 2006125869			X	X				31-39-20 & 6,7,18,19,20 21-40-20
33	ORB 3940/1383			X		X			31 32,33,34-39-20
	ORB 3002/1281			X		X			31 32,33,34-39-20
34	ORB 2254/2341			X			X		30-40-20 &34-39-20
35	ORI 2003254690				X				18-40-19
36	ORI 2003258618				X				18-40-19
37	ORI 2005089339			X					33-39-20
38	ORI 2006058381				X				18-40-20
39	ORI 2007158248	NOT APPLICABLE							32-39-20
40	ORI 2007158248					X			33-39-20
41	ORI 2005018264			X					33-39-20
42	ORI 2005019265			X					33-39-20
43	ORI 2005018265			X					31 32,33 34-39-20
	ORI 2005029351			X					31 32,33 34-39-20
44	ORI 2005025591	X	X						28,29-39-20
45	ORI 2005095395			X					32-39-20
46	ORI 2004229490	X	X	X		X	X	X	21,28,29 31 32,33,34 35-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2005053829	X	X			X	X	X	21,28,29 31 32,33,34 35-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2005052617	X	X						21,28,29 31 32,33,34,35-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2005149325	X	X						21,28,29,31 32,33,34,35-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2005025618	X	X	X		X	X	X	21,28,29 31 32,33,34,35-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2005025610	X	X						21,28,29 31 32,33,34,35-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2007045565	X	X	X		X	X	X	21,28,29 31 32,33,34,35-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2007066622	X	X						21,28,29 31 32,33,34,35-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2007066623	X	X	X		X	X	X	21,28,29 31 32,33,34,35-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2007178588	X	X	X		X	X	X	21,28,29 31 32,33,34,36-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2008055031	X	X	X		X	X	X	21,28,29 31 32,33,34,35-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2008056662	X	X						21,28,29 31 32,33,34,35-39-20 & 3,4 5,6,7,8 9,10-40-20
	ORI 2008055033	X	X						21,28,29 31 32,33,34,35-39-20 & 3,4 5,6,7,8 9,10-40-20
47	ORI 2008152439					X			32-39-20
48	ORI 2009155888	X			X				28,32-39-20
49	ORI 2008122233	X	X	X		X	X		28,29,34-39-20
	ORI 2008037412	X	X	X		X	X		28,29 34-39-20
	ORI 2005044388	X	X	X		X	X		28,29,34-39-20
51	ORI 2012030531		X						32,34-39-20
52	ORI 2013134805			X		X			32-39-20
53	ORI 2008121983					X			31-39-20

DESCRIPTIONS: CREATED FOR THIS SURVEY

DESCRIPTION: TRACT "A"

All of Section 29, Township 39 South, Range 20 East, 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 West Villages Improvement District recorded in Official Records Instrument No. 2008031552, and Instrument No. 2009155882 of the Public Records of Sarasota County, Florida; Lands conveyed to Gran Paradiso I, LLC, recorded in Official Records Instrument No. 2004216590, of the Public Records of Sarasota County, Florida;
And Lands conveyed to Gran Paradiso II, LLC, recorded in Official Records Instrument No. 2004216591, of the Public Records of Sarasota County, Florida.

Tract contains 167.46 Acres, more or less.

DESCRIPTION: TRACT "B"

That part of Section 21, Township 39 South, Range 20 East, Sarasota County, Florida, lying Southwesterly of COUNTY ROAD NO. 777 (West River Road).

That part of Section 28, Township 39 South, Range 20 East, Sarasota County, Florida, lying Southwesterly of COUNTY ROAD NO. 777 (West River Road), less and except lands conveyed to West Villages Improvement District recorded in Official Records Instrument No. 2008031552, and Instrument No. 2009155882 , and lands conveyed to Sarasota County in Official Records Instrument No. 2008060371, of the Public Records of Sarasota County, Florida.
That part of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, lying North of U.S. Highway No. 41 (State Road No. 45) and West of COUNTY ROAD NO. 777, 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 West Villages Improvement District in Official Records Instrument No. 2005281157 and Instrument No. 2009155882 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.

That part of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 34, lying west of County Road No. 777, 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;

Tract contains 370.3096 Acres, more or less.

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. 1988166154, of the Public Records of Sarasota County, Florida;
Lands conveyed to West Villages Improvement District in Official Records Instrument No. 2005281157 of the Public Records of Sarasota County, Florida.

The Southwest 1/4 of Section 34, lying West of County Road No. 777, less and except the following;
The North 1/2 of the NW 1/4 of the SW 1/4;
The maintained right-of-way of South River Road (County Road No. 777);
The right-of-way for COUNTY ROAD NO. 777 (as realigned), pursuant to Order of Taking recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida;
Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 1999111833, of the Public Records of Sarasota County, Florida;
Lands conveyed to River Road Office Park, Inc., recorded in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida;
Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 2008060371, of the Public Records of Sarasota County, Florida;
Lands conveyed to West Villages Improvement District recorded in Official Records Instrument No. 2011005442, of the Public Records of Sarasota County, Florida.

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

The West Half of Section 3, less and except the following:
The right-of-way for COUNTY ROAD NO. 777 (as realigned), pursuant to Order of Taking recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida;
Lands conveyed to River Road Office Park, Inc., recorded in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida;
Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 2008060371 and 2008060374, of the Public Records of Sarasota County, Florida;
Lands conveyed to West Villages Improvement District, recorded in Official Records Instrument No. 2009021691, of the Public Records of Sarasota County, Florida.

All of Section 4, less and except the following:
Lands conveyed to River Road Office Park, Inc., recorded in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida.

All of Section 5, less and except the following:
Lands conveyed to DiVosta Homes, L.P., recorded in Official Records Instrument No. 2004012753, of the Public Records of Sarasota County, Florida;
Lands conveyed to West Villages Improvement District, recorded in Official Records Instrument No. 2007188871, of the Public Records of Sarasota County, Florida;
That part of Section 5, lying northerly of West Villages Parkway as described in Official Records Instrument No. 2007188871, of the Public Records of Sarasota County, Florida.

All of Section 6, less and except the following:
Lands conveyed to DiVosta Homes, L.P., recorded in Official Records Instrument No. 2004012753, of the Public Records of Sarasota County, Florida.

All of Section 7;

All of Section 8;

All of Section 9.

The West Half of Section 10, less and except the following:
Lands conveyed to Sarasota County, recorded in Official Records Instrument No. 2008060371 and 2008060374, of the Public Records of Sarasota County, Florida.

Tract contains 4265.8842 Acres, more or less.

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, recorded in Official Records Book 386, Page 804, of the Public Records of Sarasota County, Florida;
Lands conveyed to Sarasota Coury for Ginsinger 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.

Tract contains 3660.0040 Acres, more or less.

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.

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.

Tract Contains 495.6995 Acres, more or less.

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;
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 33, 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.

Tract contains 415.0084 Acres, more or less.

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.

Tract contains 305.8172 Acres, more or less.

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice, Florida 34285
Telephone: (941) 493-1366 Fax: (941) 484-5766
Email: bs@brittsurveying.com

MAP OF BOUNDARY SURVEY
THOMAS RANCH
SCHEDULE B-II EXCEPTIONS

SHEET
2A

TRACT LEGEND

- TRACT "A"
- TRACT "B"
- TRACT "C"
- TRACT "D"
- TRACT "E"
- TRACT "F"
- TRACT "G"

KEY LEGEND:
NOT TO SCALE

LEGEND:

- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- (5) Reference to Schedule B-II paragraph in Title Commitment
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted
- Barbed Wire Fence

SCALE: 1"=500'

CURVE TABLE:

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C51	43°10'00"	50.00'	37.68'	S68°27'44"E	36.80'
C52	17°47'47"	50.00'	15.53'	S51°51'51"E	15.46'
C53	25°22'13"	50.00'	22.14'	S30°15'57"E	21.96'
C54	11°37'40"	50.00'	10.15'	S11°23'04"E	10.13'
C55	11°37'40"	50.00'	10.15'	S00°14'36"W	10.13'
C56	11°37'40"	50.00'	10.15'	S11°52'16"W	10.13'
C57	43°10'00"	50.00'	37.68'	S31°32'16"W	36.80'
C58	43°10'00"	50.00'	37.68'	S74°42'16"W	36.80'
C59	43°10'00"	50.00'	37.68'	N64°32'44"W	36.80'
C60	43°10'00"	50.00'	37.68'	N21°22'44"W	36.80'
C61	43°10'00"	50.00'	37.68'	N22°07'16"E	36.80'
C62	43°10'00"	50.00'	37.68'	N65°17'16"E	36.80'
C63	43°10'00"	50.00'	37.68'	S72°47'44"E	36.80'
C64	43°10'00"	50.00'	37.68'	S29°47'44"E	36.80'
C65	43°10'00"	50.00'	37.68'	S13°32'16"W	36.80'
C66	43°10'00"	50.00'	37.68'	S56°52'16"W	36.80'
C67	43°10'00"	50.00'	37.68'	N79°47'44"W	36.80'
C68	43°10'00"	50.00'	37.68'	N36°47'44"W	36.80'
C69	43°10'00"	50.00'	37.68'	N06°42'16"E	36.80'
C70	43°10'00"	50.00'	37.68'	N49°42'16"E	36.80'
C71	43°10'00"	50.00'	37.68'	S87°12'44"E	36.80'
C72	43°10'00"	50.00'	37.68'	S44°12'44"E	36.80'
C73	43°10'00"	50.00'	37.68'	S01°07'16"W	36.80'
C74	43°10'00"	50.00'	37.68'	S38°07'16"W	36.80'
C75	43°10'00"	50.00'	37.68'	S75°07'16"W	36.80'
C76	43°10'00"	50.00'	37.68'	N67°17'44"W	36.80'
C77	43°10'00"	50.00'	37.68'	N30°17'44"W	36.80'
C78	43°10'00"	50.00'	37.68'	N07°17'44"E	36.80'
C79	43°10'00"	50.00'	37.68'	N50°17'44"E	36.80'
C80	43°10'00"	50.00'	37.68'	S86°02'16"E	36.80'
C81	43°10'00"	50.00'	37.68'	S43°02'16"E	36.80'
C82	43°10'00"	50.00'	37.68'	S00°02'16"W	36.80'
C83	43°10'00"	50.00'	37.68'	S37°02'16"W	36.80'
C84	43°10'00"	50.00'	37.68'	S74°02'16"W	36.80'
C85	43°10'00"	50.00'	37.68'	N68°57'44"W	36.80'
C86	43°10'00"	50.00'	37.68'	N31°57'44"W	36.80'
C87	43°10'00"	50.00'	37.68'	N08°57'44"E	36.80'
C88	43°10'00"	50.00'	37.68'	N51°57'44"E	36.80'
C89	43°10'00"	50.00'	37.68'	S85°17'44"E	36.80'
C90	43°10'00"	50.00'	37.68'	S42°17'44"E	36.80'
C91	43°10'00"	50.00'	37.68'	S00°37'16"E	36.80'
C92	43°10'00"	50.00'	37.68'	S37°37'16"W	36.80'
C93	43°10'00"	50.00'	37.68'	S74°37'16"W	36.80'
C94	43°10'00"	50.00'	37.68'	N68°42'44"W	36.80'
C95	43°10'00"	50.00'	37.68'	N31°42'44"W	36.80'
C96	43°10'00"	50.00'	37.68'	N08°42'44"E	36.80'
C97	43°10'00"	50.00'	37.68'	N51°42'44"E	36.80'

LINE TABLE:

LINE	BEARING	DISTANCE
L57	S74°47'44"E	101.41'
L58	N68°42'44"W	101.41'

East line of Section 03-40-19
West line of Section 02-40-19
East line of Section 34-39-19
West line of Section 35-39-19
East line of Section 02-40-19
West line of Section 01-40-19
East line of Section 35-39-19
West line of Section 36-39-19
East line of Section 30-39-19
West line of Section 31-39-20
South line of Section 35-39-19
North line of Section 11-40-19
South line of Section 02-40-19
North line of Section 12-40-19
North line of Section 35-39-19
South line of Section 01-40-19
North line of Section 36-39-19
South line of Section 01-40-19
North line of Section 31-39-20
South line of Section 30-39-20
North line of Section 31-39-20

TOWNSHIP LINE 39 SOUTH
RANGE LINE 19 EAST
RANGE LINE 20 EAST

Monroe's Beach Road

Taylor Ranch Trail

Island Walk

Center Line of Survey Per Florida Department of Transportation Section 17010-2500

Northwest Corner of Section 35-39-19 Nail & Disk LS 4695 Found

Northwest Corner of Section 36-39-19 Nail & Disk LS 2570 Found

Northeast Corner of Section 36-39-19 Nail & Disk LS 2570 Found

Southwest Corner of Section 01-40-19 4" Concrete Monument (No Identification) Found 0.3' North

Southwest Corner of Section 30-39-19

Not Included Lands described in Official Records Instrument No. 200319750

Not Included Lands described in Official Records Instrument No. 200319750

Not Included Lands described in Official Records Instrument No. 200319750

SHEET 4

MAP OF BOUNDARY SURVEY
THOMAS RANCH

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6636
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

KEY LEGEND:
NOT TO SCALE

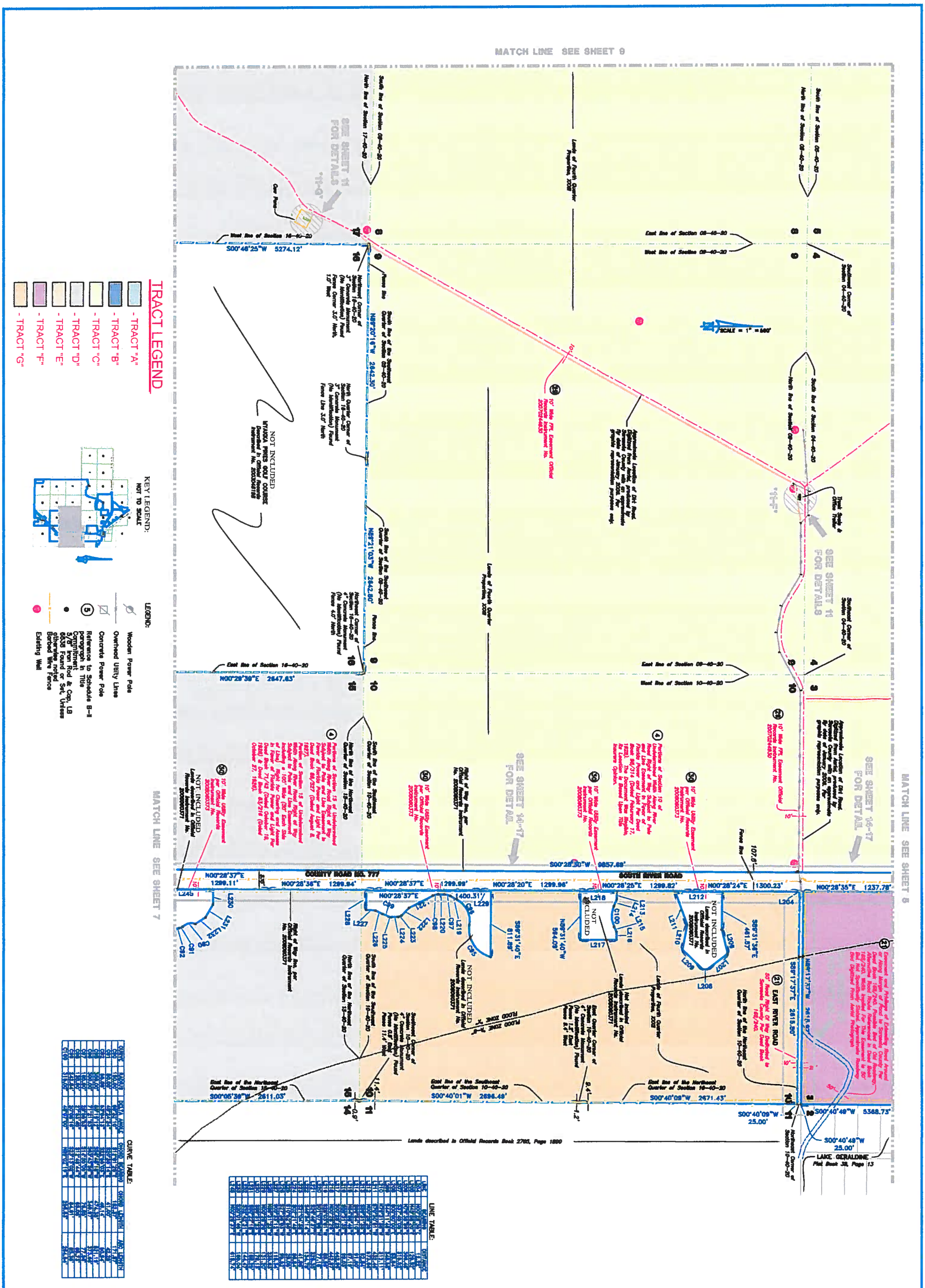
LEGEND:

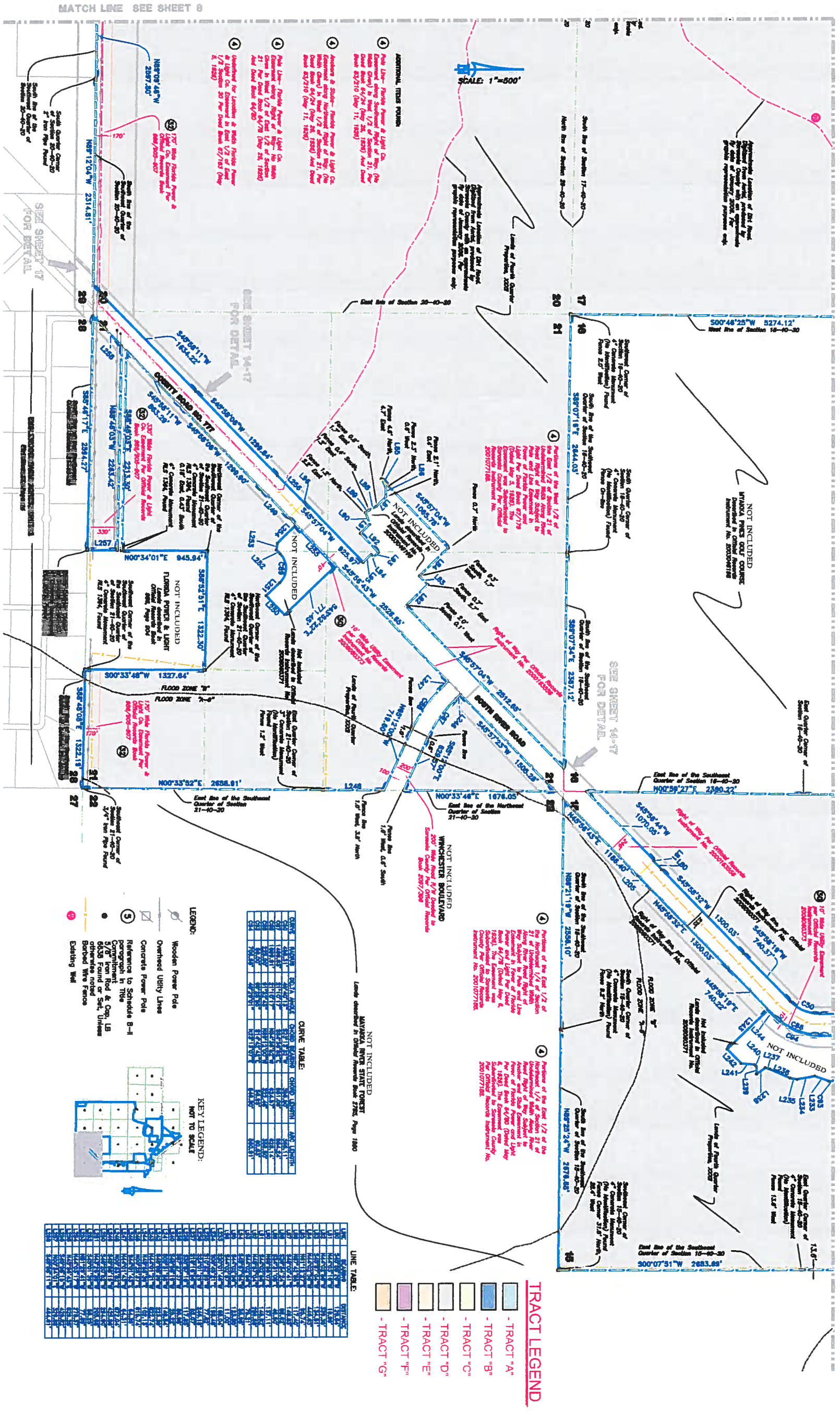
- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- (5) Reference to Schedule B-II paragraph in Title Commitment
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted
- Barbed Wire Fence

SCALE: 1"=500'

CURVE TABLE:

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	5779.58'	5°51'47"	S87°55'53"E	590.98'	591.21'
C2	1482.69'	5°51'47"	S87°55'53"E	151.59'	151.66'
C3	1482.69'	5°51'47"	S87°55'53"E	151.59'	151.66'
C4	1482.69'	5°51'47"	S87°55'53"E	151.59'	151.66'


MATCH LINE SEE SHEET 9
MATCH LINE SEE SHEET 8
MATCH LINE SEE SHEET 7
SEE SHEET 11 FOR DETAIL
SEE SHEET 14-17 FOR DETAIL
SCALE = 1" = 600'
Lands of Fourth Quarter Properties, 2228
Lands of Fourth Quarter Properties, 2228
Lands of Fourth Quarter Properties, 2228
South line of Section 05-40-20
North line of Section 08-40-20
East line of Section 08-40-20
West line of Section 09-40-20
Southwest Corner of Section 04-40-20
South line of Section 04-40-20
North line of Section 09-40-20
South line of Section 17-40-20
West line of Section 16-40-20
S00°48'25"W 5274.12'
Northwest Corner of Section 16-40-20 3" Concrete Monument (No Identification) Found Fence 1.0' West
Fence line
South line of the Southwest Quarter of Section 09-40-20
N89°20'16"W 2642.30'
North Quarter Corner of Section 16-40-20 3" Concrete Monument (No Identification) Found Fence 3.0' North
South line of the Northwest Quarter of Section 16-40-20
N89°21'03"W 2642.80'
East line of Section 16-40-20
N00°29'39"E 2647.63'
East line of the Northeast Quarter of Section 16-40-20
S00°05'39"W 2611.03'
East line of the Southeast Quarter of Section 16-40-20
S00°40'01"W 2696.49'
East line of the Northeast Quarter of Section 16-40-20
S00°40'09"W 2671.43'
S00°40'09"W 25.00'
S00°40'49"W 5368.75'
S00°40'49"W 25.00'
Lands described in Official Records Book 2785, Page 1800
LAKE GERALDINE Plat Book 38, Page 13
Northeast Corner of Section 16-40-20
Tract Scale & Office Trailer
Car Port
Septic Tank
Gas Tank
Shed
Pump House
Irrigation Well
Irrigation Pond
Irrigation Pond
Irrigation Pond


MATCH LINE SEE SHEET 8
SCALE: 1"=500'
ADDITIONAL TITLES FOUND
Pole Line- Florida Power & Light Co. Easement, along Southeast Right of Way (No Width Given) in West 1/2 of Section 21, Per Deed Book 64/24 (May 26, 1926) And Deed Book 63/210 (May 11, 1926)
Anchors & Guys- Florida Power & Light Co. Easement, along Northeast Right of Way (No Width Given) in West 1/2 of Section 21, Per Deed Book 64/24 (May 26, 1926) And Deed Book 63/210 (May 11, 1926)
Pole Line- Florida Power & Light Co. Easement along Right of Way (No Width Given) in West 1/2 of East 1/2 of Section 21, Per Deed Book 64/78 (May 26, 1926) And Deed Book 64/80
Underlined for Location in Favor of Florida Power & Light Co. Easement in East 1/2 of East 1/2 of Section 20 Per Deed Book 67/163 (May 5, 1926)
Approximate Location of Old Road Centerline From Aerial, produced by Sarasota County, 2006, for graphic representation purposes only.
Approximate Location of Old Road Centerline From Aerial, produced by Sarasota County, 2006, for graphic representation purposes only.
Limits of Fourth Quarter Properties, 2005
East line of Section 20-40-20
South line of Section 17-40-20
North line of Section 20-40-20
S00°48'25"W 5274.12'
West line of Section 16-40-20
Southwest Corner of Section 16-40-20 4" Concrete Monument (No Identification) Found Flush
South Quarter Corner of Section 16-40-20 4" Concrete Monument (No Identification) Found Flush
South line of the Southeast Quarter of Section 16-40-20
S89°07'16"E 2644.03'
NOT INCLUDED
MYAKKA PINES GOLF COURSE
Described in Official Records Instrument No. 2003094118
South Quarter Corner of Section 20-40-20 2" Iron Pipe Found
Southwest Corner of the Southeast Quarter of Section 20-40-20
South line of the Southwest Quarter of Section 20-40-20
N89°08'49"W 2657.30'
170'
120' Wide Florida Power & Light Co. Easement Per ORB 909-607
N89°12'04"W 2314.81'
South line of the Southeast Quarter of Section 20-40-20
SEE SHEET 17 FOR DETAIL
SEE SHEET 14-17 FOR DETAIL
20
29
28
21
L259
S45°56'11"W 1634.22'
COUNTY ROAD NO. 771
S45°56'08"W 1299.84'
1299.90'
S45°56'08"W
S45°56'11"W 865.29'
S89°48'03"E 2313.30'
N89°48'03"W 2203.42'
S89°44'17"E 2394.27'
L266
L248
L249
L250
L251
L252
L253
L254
L255
L256
L257
L258
L260
L261
L262
L263
L264
L265
L266
L267
L268
L269
L270
L271
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L274
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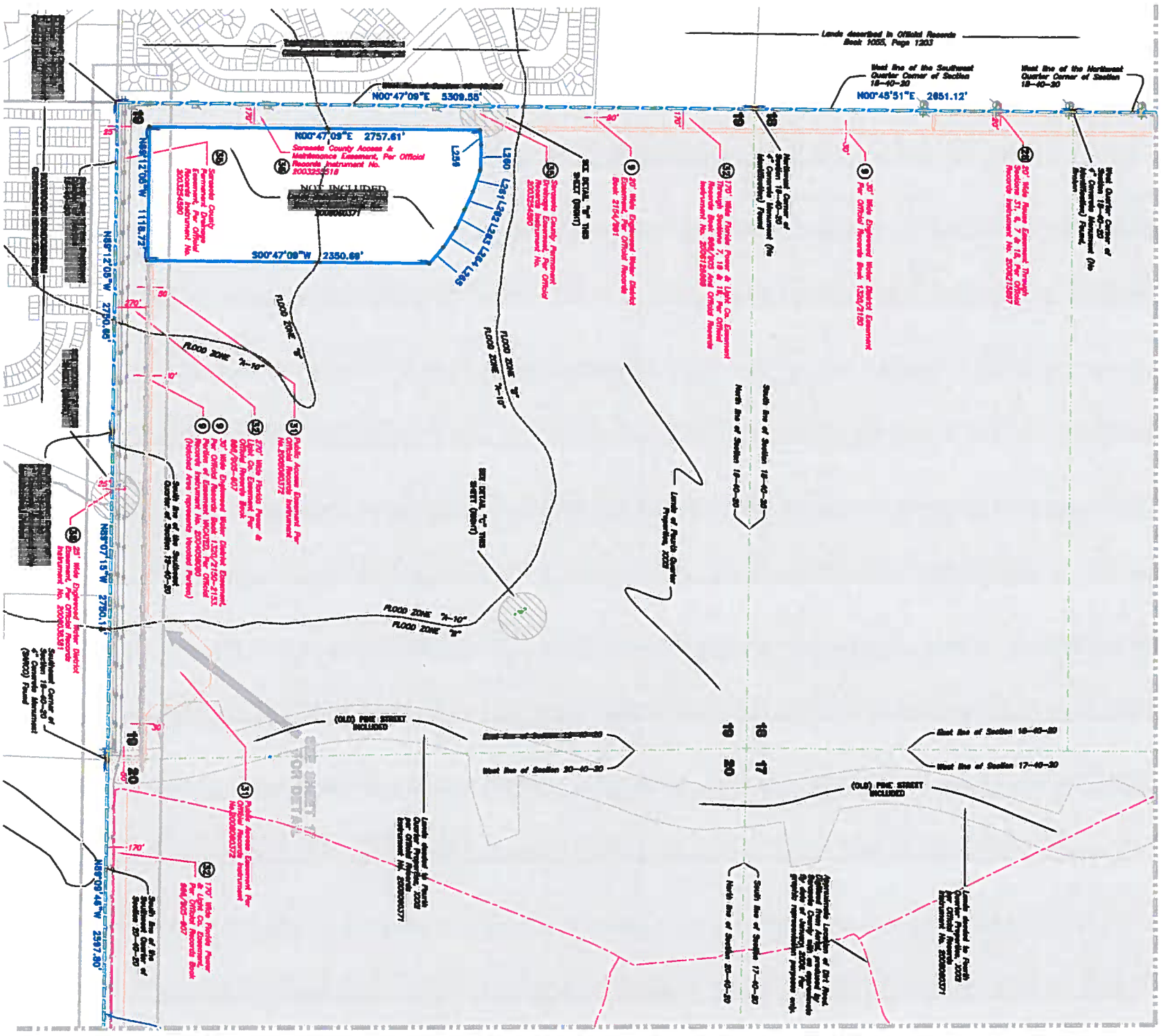
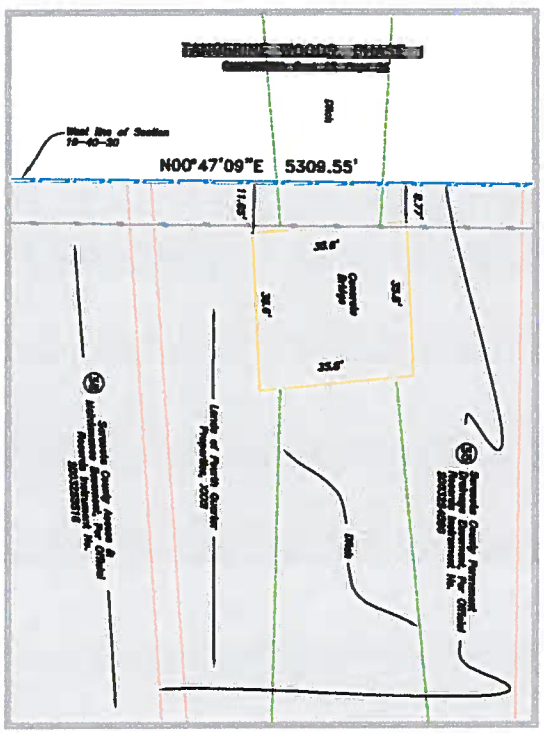
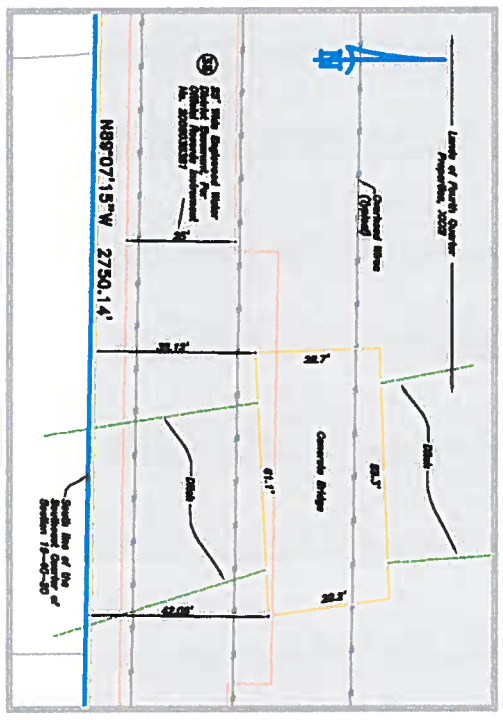
L299



DETAIL "B"
CONCRETE BRIDGE STRUCTURE
SCALE: 1"=20'



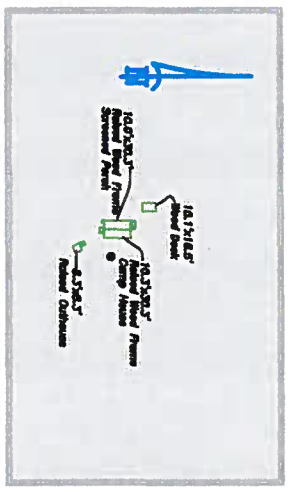
DETAIL "A"
CONCRETE BRIDGE STRUCTURE
SCALE: 1"=20'



LINE TABLE:

L256	N00°47'09"E	170.00'
L257	N89°12'51"W	170.00'
L258	S00°47'09"W	170.00'
L259	S89°12'51"E	170.00'
L260	S00°47'09"W	170.00'

DETAIL "C"
CAMP HOUSE STRUCTURE
SCALE: 1"=100'



LEGEND:

- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- (5) Reference to Schedule B-II paragraph in Title Commitment
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted
- Barbed Wire Fence

SCALE: 1"=500'

KEY LEGEND:
NOT TO SCALE

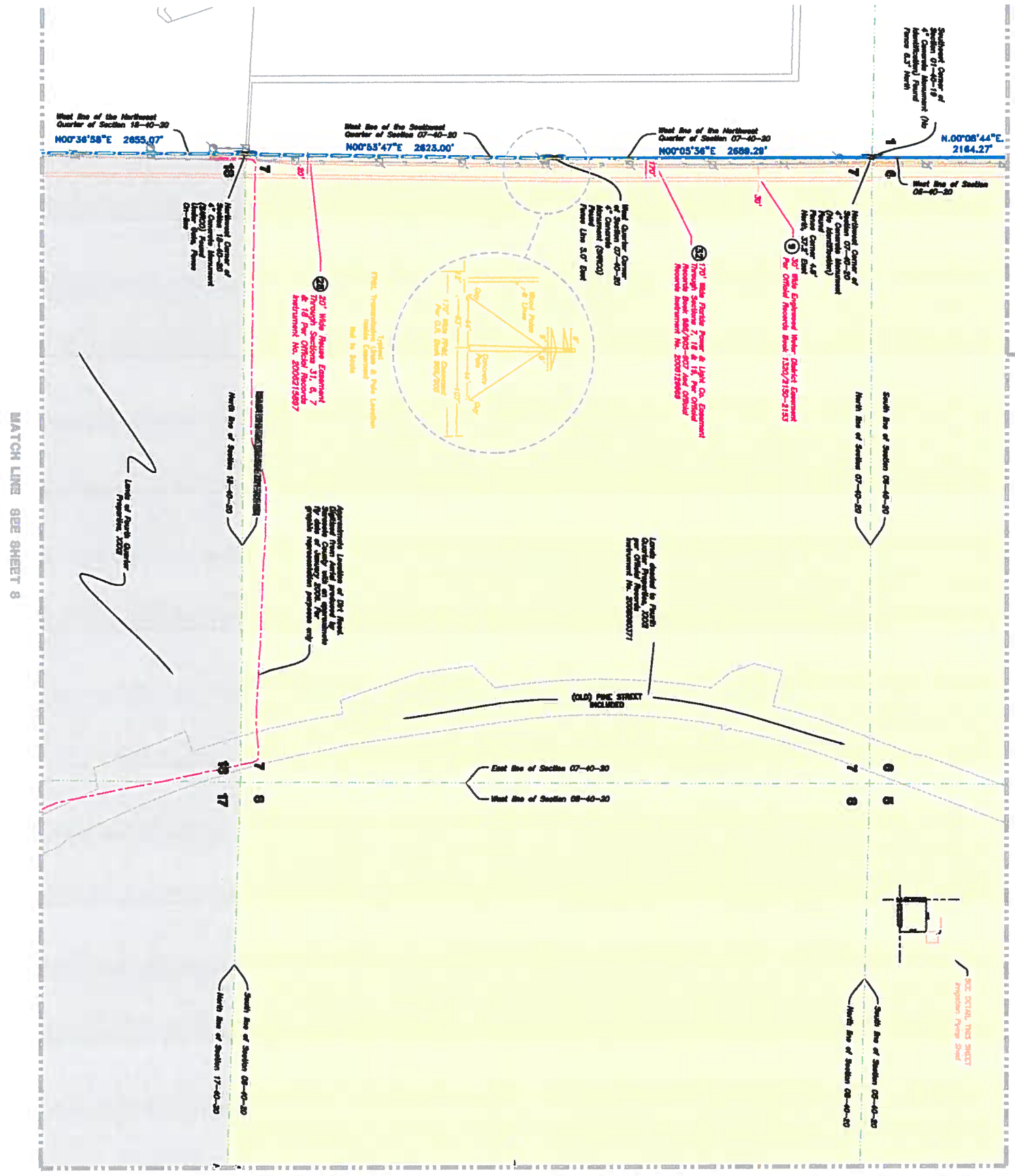
TRACT LEGEND

- TRACT "A"
- TRACT "B"
- TRACT "C"
- TRACT "D"
- TRACT "E"
- TRACT "F"
- TRACT "G"

MAP OF BOUNDARY SURVEY
THOMAS RANCH

SHEET 8

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5768
Email: bsi@brittsurveying.com



TRACT LEGEND

- TRACT "A"
- TRACT "B"
- TRACT "C"
- TRACT "D"
- TRACT "E"
- TRACT "F"
- TRACT "G"

LEGEND:

- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- (5) Reference to Schedule B-II paragraph in Title Commitment
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted
- Barbed Wire Fence

SCALE: 1"=500'

KEY LEGEND: NOT TO SCALE

SHEET 9

MAP OF BOUNDARY SURVEY
THOMAS RANCH

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

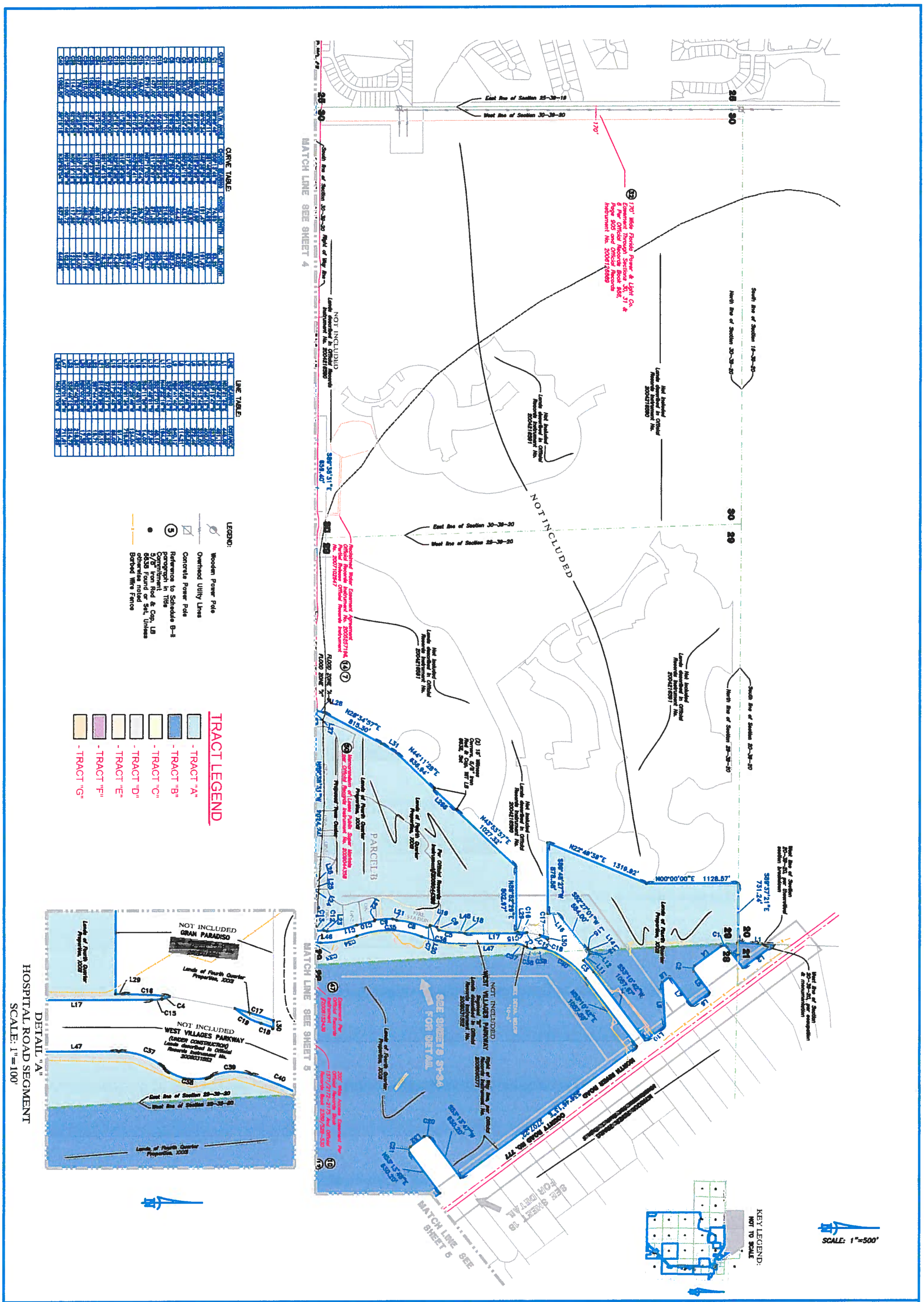
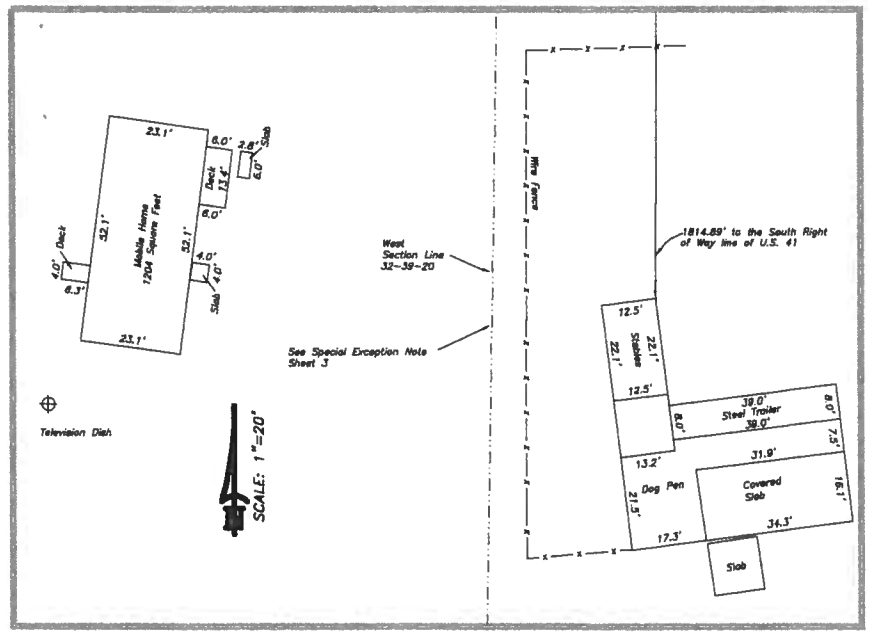
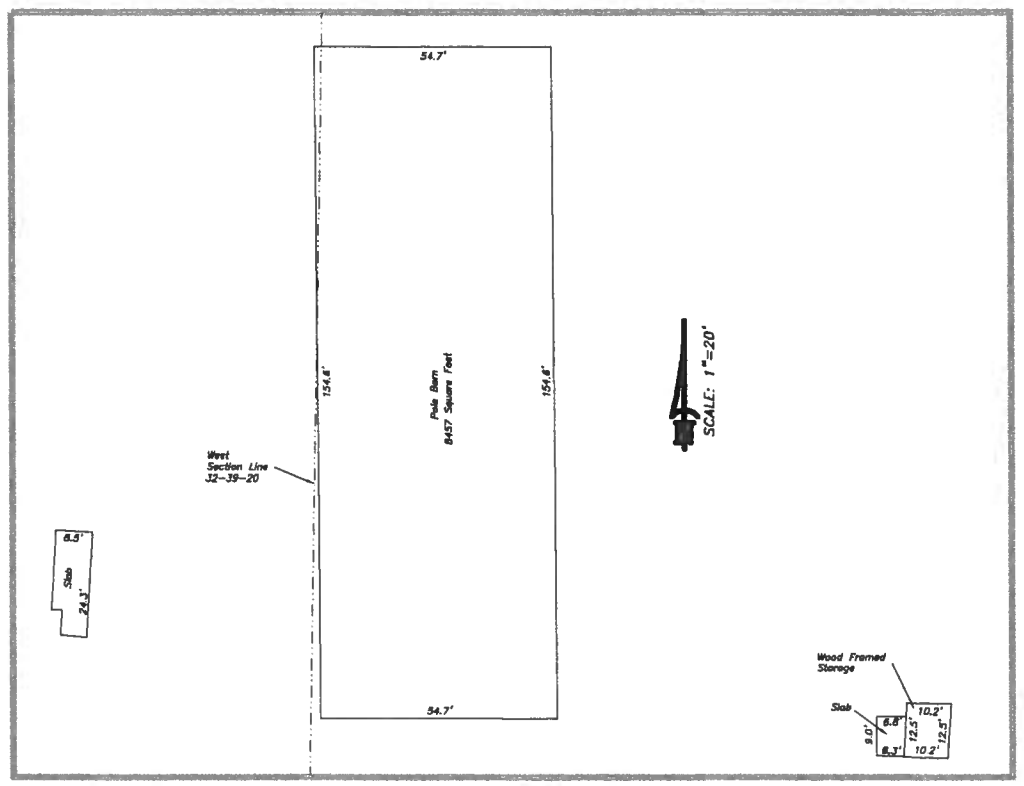

CURVE TABLE
LINE TABLE
LEGEND:
Wooden Power Pole
Overhead Utility Lines
Concrete Power Pole
Reference to Schedule B-II paragraph in Title Commitment
5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted
Barbed Wire Fence
TRACT LEGEND
- TRACT "A"
- TRACT "B"
- TRACT "C"
- TRACT "D"
- TRACT "E"
- TRACT "F"
- TRACT "G"
East line of Section 25-39-19
West line of Section 30-39-20
South line of Section 19-39-25
North line of Section 30-39-20
South line of Section 30-39-20
East line of Section 30-39-20
West line of Section 29-39-20
170'
170' Wide Florida Power & Light Co. Easement Through Sections 30, 31 & 9 Per Official Records Book 848, Page 505 and Official Records Instrument No. 200612569
Not Included Lands described in Official Records Instrument No. 200427168
Not Included Lands described in Official Records Instrument No. 200427168
Not Included Lands described in Official Records Instrument No. 200427168
Not Included Lands described in Official Records Instrument No. 200427168
NOT INCLUDED
Lands described in Official Records Instrument No. 200427168
Reserved Water Easement Agreement Official Records Instrument No. 200207102547
Reserved Water Easement Agreement No. 200207102547, Official Records Instrument
FLOOD ZONE "X"
FLOOD ZONE "X"
Lands of Fourth Quarter Properties, XXIII
Proposed Water Control
Homeowners of Lopez Public Right Access Easement Per Official Records Instrument No. 200604350
Per Official Records Instrument No. 200604350
Per Official Records Instrument No. 200604350
Lands of Fourth Quarter Properties, XXIII
PARCEL B
Lands of Fourth Quarter Properties, XXIII
Lands of Fourth Quarter Properties, XXIII
Lands of Fourth Quarter Properties, XXIII

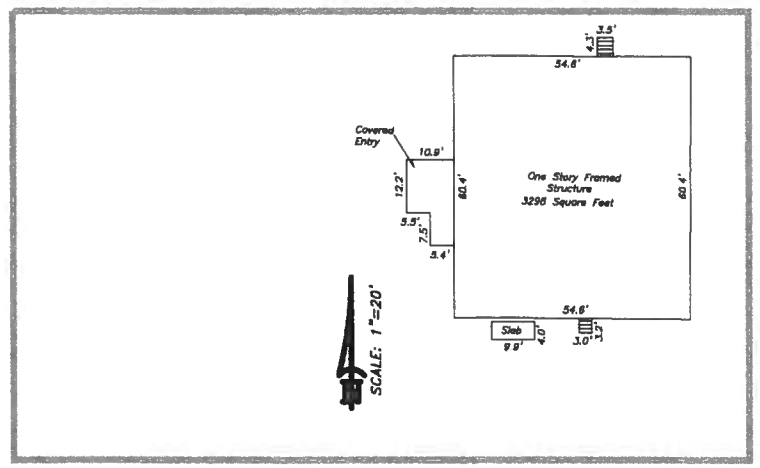
Exhibit C - Application



STRUCTURE DETAIL "11-A"
SEE SHEET 4 FOR LOCATION

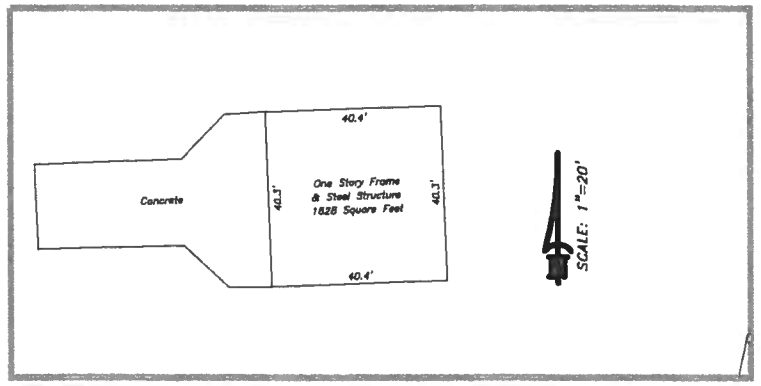


STRUCTURE DETAIL "11-B"
SEE SHEET 4 FOR LOCATION

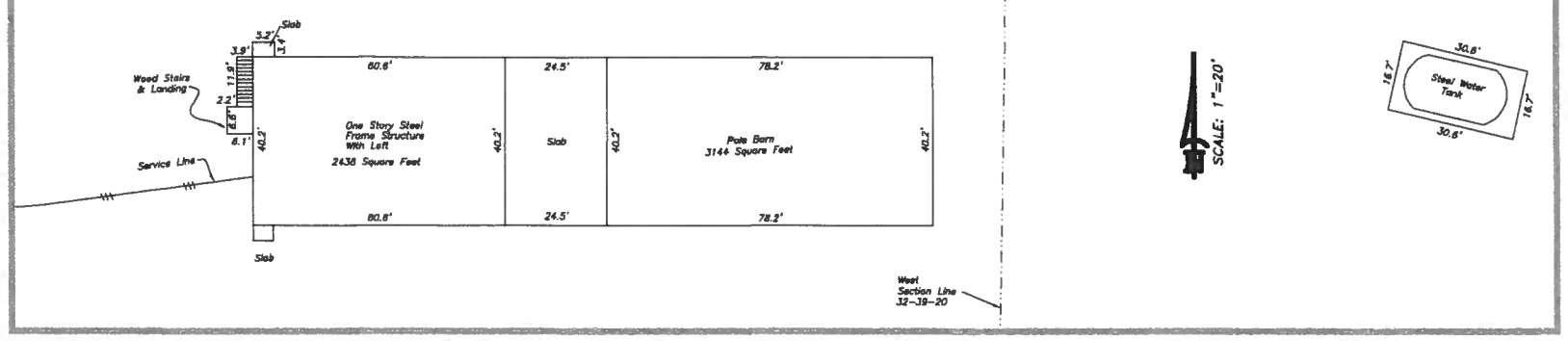


STRUCTURE DETAIL "11-D"
SEE SHEET 4 FOR LOCATION

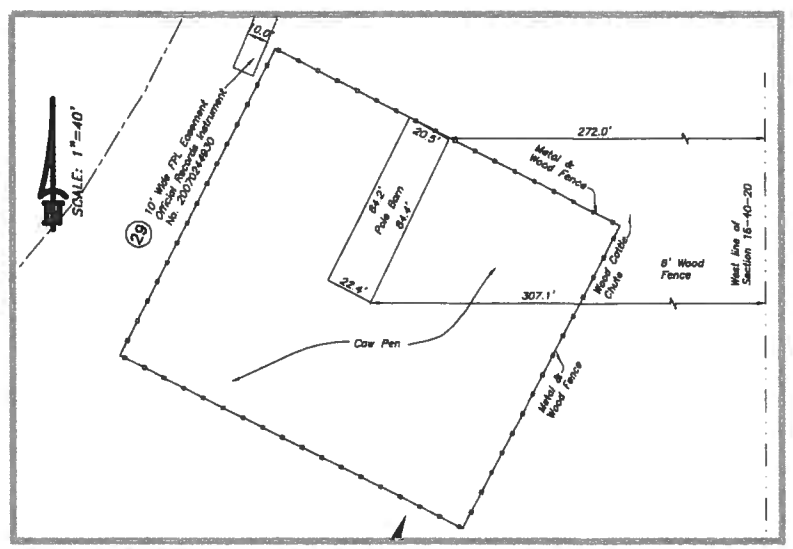
STRUCTURE DETAIL "11-C"
SEE SHEET 4 FOR LOCATION



STRUCTURE DETAIL "11-E"
SEE SHEET 4 FOR LOCATION



STRUCTURE DETAIL "11-G"
SEE SHEET 6 FOR LOCATION



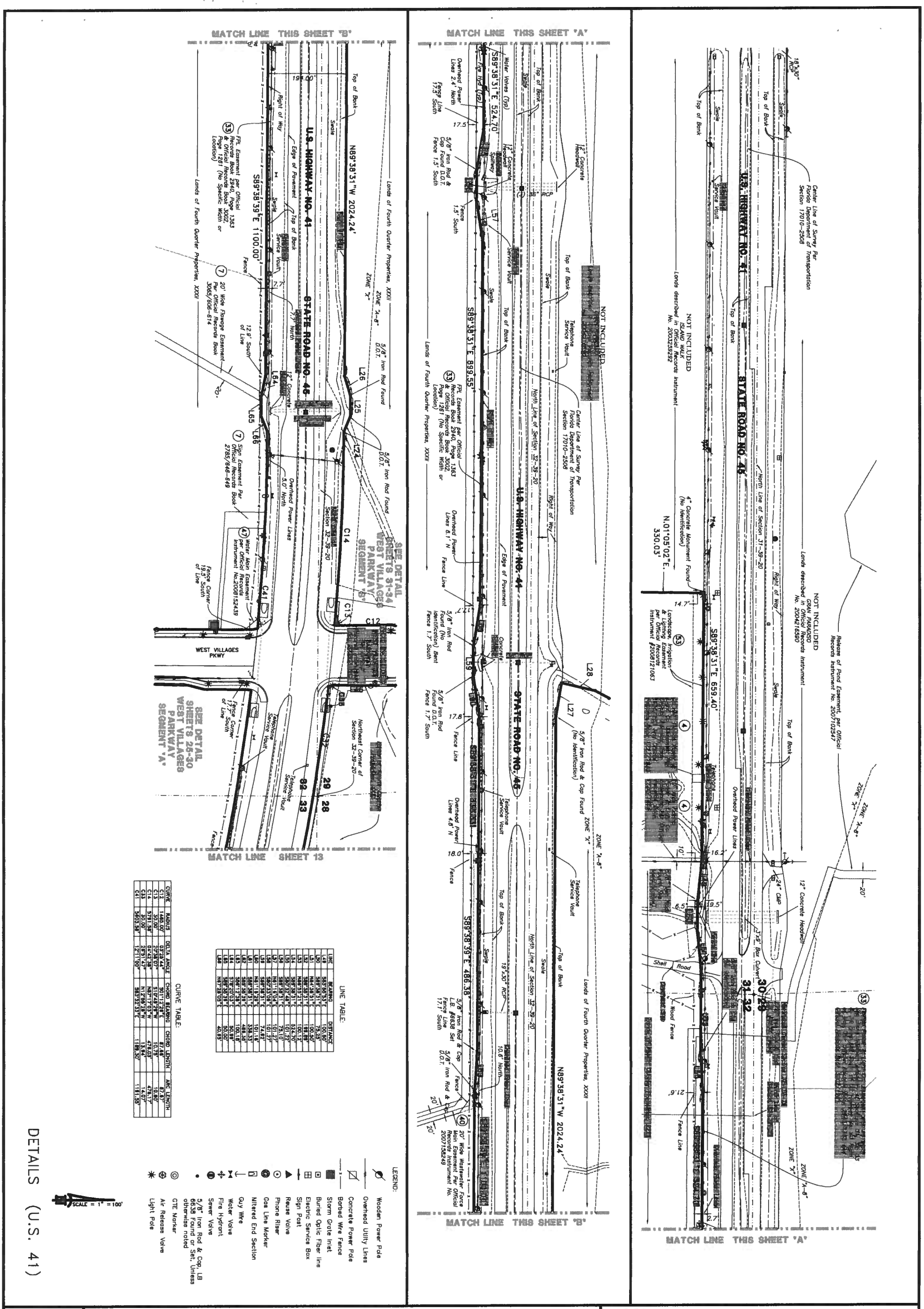
STRUCTURE DETAIL "11-F"
SEE SHEET 6 FOR LOCATION

ALL STRUCTURE DETAILS

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice, Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: britt@brittsurveying.com

MAP OF BOUNDARY SURVEY
THOMAS RANCH
STRUCTURE DETAILS

SHEET
11



CURVE TABLE:

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C12	1460.00'	03°28'44"	S01°12'24"E	87.46'	87.47'
C13	30.00'	20°34'07"	S10°49'28"W	10.73'	10.80'
C14	5791.58'	04°43'38"	N87°17'03"W	476.03'	476.17'
C33	30.00'	28°31'47"	N12°56'28"W	13.84'	14.07'
C41	5403.58'	12°11'00"	S83°32'33"E	1146.30'	1181.58'

LINE TABLE:

LINE	BEARING	DISTANCE
L48	S89°58'53"E	100.60'
L50	S89°38'31"E	78.28'
L51	N84°38'51"E	100.80'
L52	S89°38'31"E	198.89'
L53	N89°55'21"E	100.12'
L54	S89°38'31"E	924.70'
L55	S80°32'48"E	101.22'
L56	S89°38'31"E	75.10'
L57	N01°16'04"E	101.27'
L58	S80°33'08"E	101.27'
L59	S89°38'31"E	74.82'
L60	N81°18'28"E	101.16'
L61	S89°38'31"E	338.33'
L62	S89°38'31"E	488.38'
L63	S84°12'39"E	100.18'
L64	S89°38'39"E	80.39'
L65	S89°38'39"E	80.00'
L66	N87°38'05"E	40.69'

LEGEND:

- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- Barbed Wire Fence
- Storm Grate Inlet
- Buried Optic Fiber line
- Electric Service Box
- Sign Post
- Reuse Valve
- Phone Riser
- Gas Line Marker
- Mitered End Section
- Guy Wire
- Water Valve
- Fire Hydrant
- Sewer Valve
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted
- GTE Marker
- Air Release Valve
- Light Pole

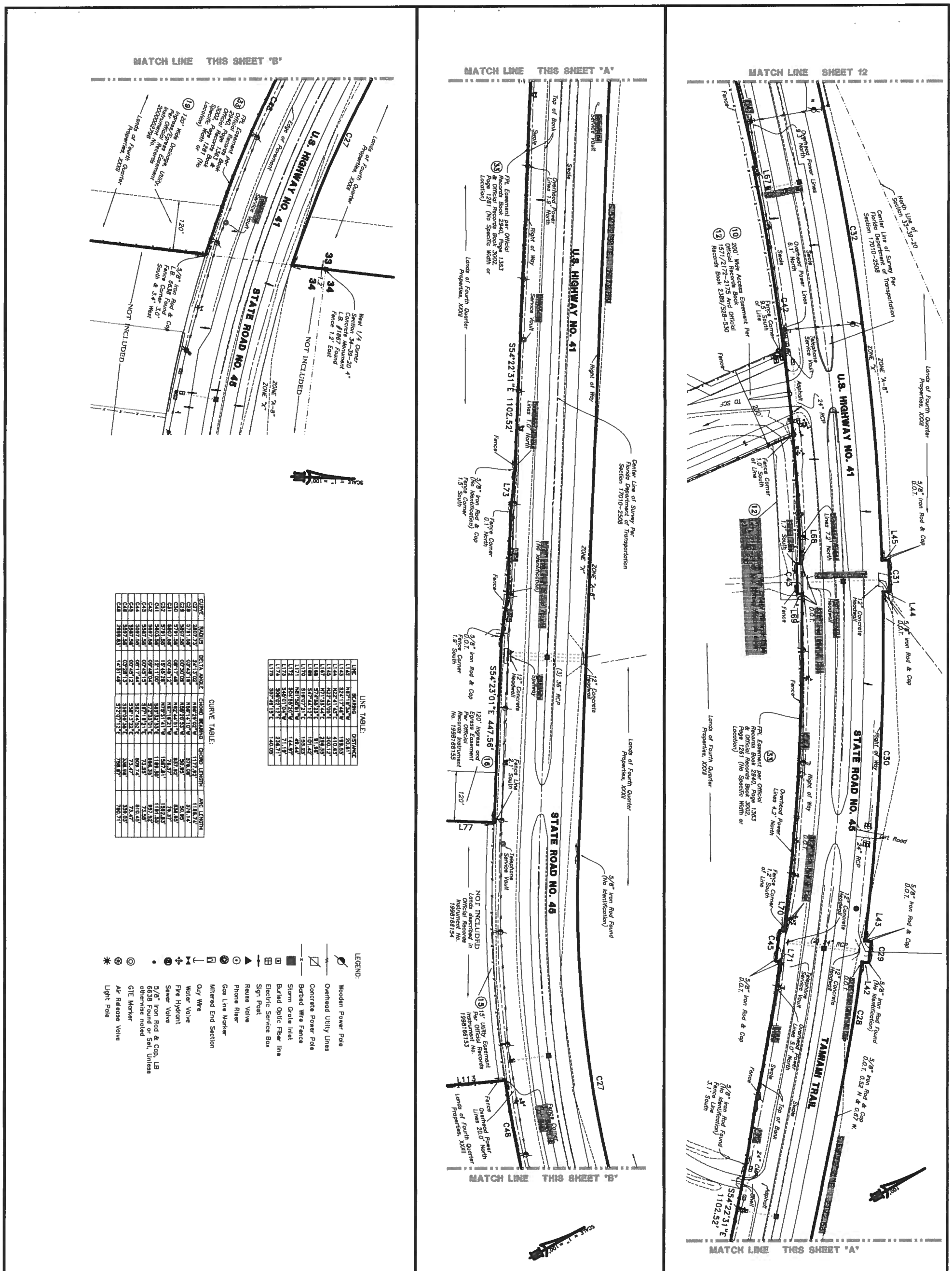
SCALE = 1" = 100'

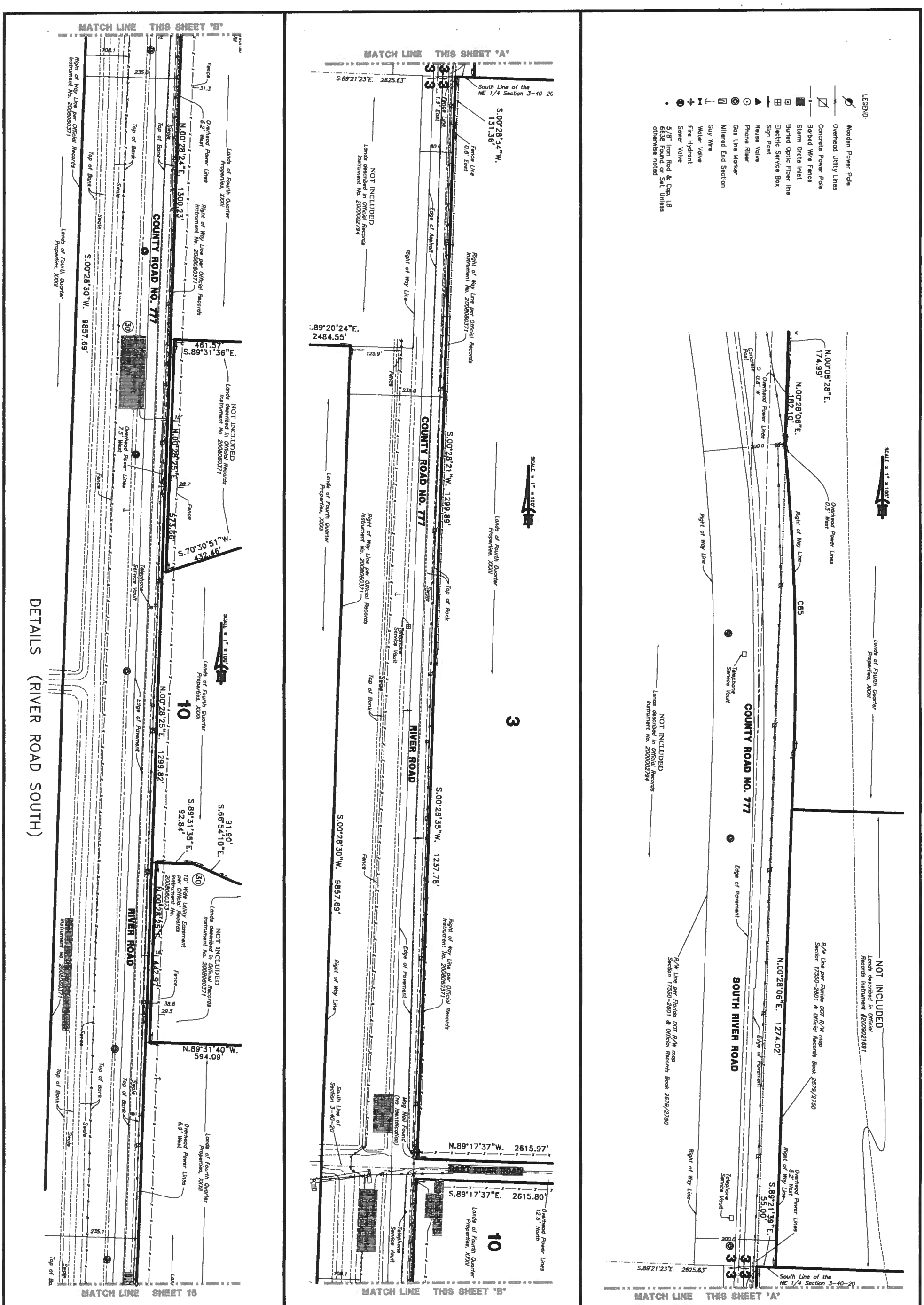
DETAILS (U.S. 41)

MAP OF BOUNDARY SURVEY
THOMAS RANCH
US HIGHWAY NO. 41 DETAILS

SHEET 12

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com


MATCH LINE SHEET 12
MATCH LINE THIS SHEET "A"
MATCH LINE THIS SHEET "B"
MATCH LINE THIS SHEET "A"
U.S. HIGHWAY NO. 41
STATE ROAD NO. 45
TAMIAMI TRAIL
Lands of Fourth Quarter Properties, XXXII
North Line of Section 33-39-20
Center Line of Survey Per Florida Department of Transportation Section 17010-2508
ZONE "A-6" ZONE "X"
Right of Way
Swale
Top of Bank
Overhead Power Lines 6.1' North
Overhead Power Lines 7.2' North
Overhead Power Lines 1.9' North
Overhead Power Lines 1.0' North
Overhead Power Lines 4.2' North
Overhead Power Lines 17' South
Overhead Power Lines 5.0' North
Fence
Fence Corner 0.9' South of Line
Fence Corner 1.0' South of Line
Fence Corner 0.1' North
Fence Corner 1.9' South
Fence Line 1.2' South
Telephone Service Vault
Asphalt
Headwall
12" Concrete Headwall
24" RCP
(3) 36" RCP
Spillway
Dirt Road
5/8" Iron Rod & Cap
5/8" Iron Rod & Cap (No Identification)
5/8" Iron Rod & Cap D.O.T.
5/8" Iron Rod Found (No Identification)
5/8" Iron Rod & Cap D.O.T. 0.52' N & 0.07' W.
5/8" Iron Rod & Cap (No Identification) Fence Line 3.1' South
S54°22'31"E 1102.52'
S54°23'01"E 447.56'
L67
L68
L69
L70
L71
L73
L77
L113
L42
L43
L44
L45
C27
C28
C29
C30
C31
C32
C42
C45
C48
C48
C32
C45
(10) 200' Wide Access Easement Per Official Records Book 1571/2172-2175 And Official Records Book 2389/528-530
(12)
(33) FPL Easement per Official Records Book 2940, Page 1363 & Official Records Book 3002, Page 1281 (No Specific Width or Location)
(15) 15' Utility Easement Per Official Records Instrument No. 199816815
(16) 120' Ingress and Egress Easement Per Official Records Instrument No. 199816815
Lands of Fourth Quarter Properties, XXXII
Center Line of Survey Per Florida Department of Transportation Section 17010-2508
5/8" Iron Rod Found (No Identification)
NOT INCLUDED Lands described in Official Records Instrument No. 199816815
NOT INCLUDED Lands described in Official Records Instrument No. 199816815
Fence Corner 1.9' South
Fence Corner 0.1' North
5/8" Iron Rod & Cap D.O.T.
Headwall
Fence
Swale
Top of Bank
Right of Way
Service Vault
Telephone Service Vault
Overhead Power Lines 4.2' North
Overhead Power Lines 5.0' North
Fence Corner 1.2' South of Line
Fence Line 1.2' South
Fence Corner 1.9' South
Fence Corner 0.1' North
Fence Line 3.1' South
5/8" Iron Rod Found (No Identification)
5/8" Iron Rod & Cap D.O.T. 0.52' N & 0.07' W.
S54°22'31"E 1102.52'
Asphalt
24" RCP
Dirt Road
Spillway
Headwall
12" Concrete Headwall
(3) 36" RCP
Fence
Overhead Power Lines 20.0' North
Lands of Fourth Quarter Properties, XXXII
Lands of Fourth Quarter Properties, XXXII
Lands of Fourth Quarter Properties, XXXII



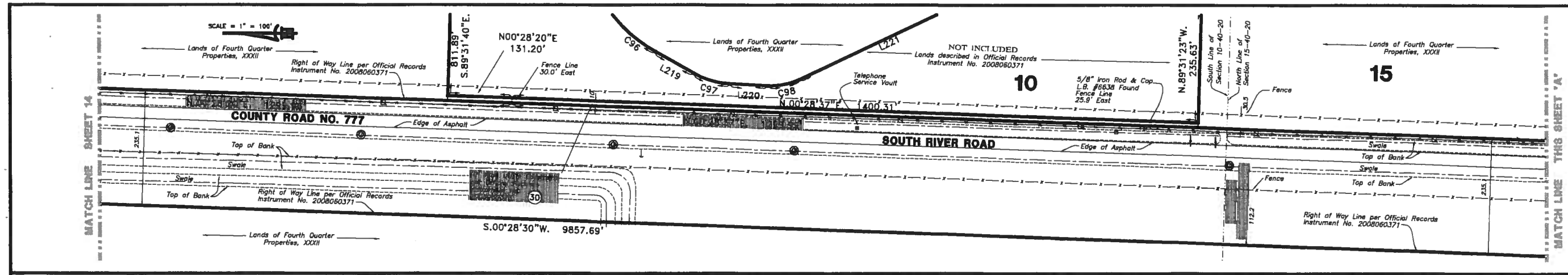
DETAILS (RIVER ROAD SOUTH)

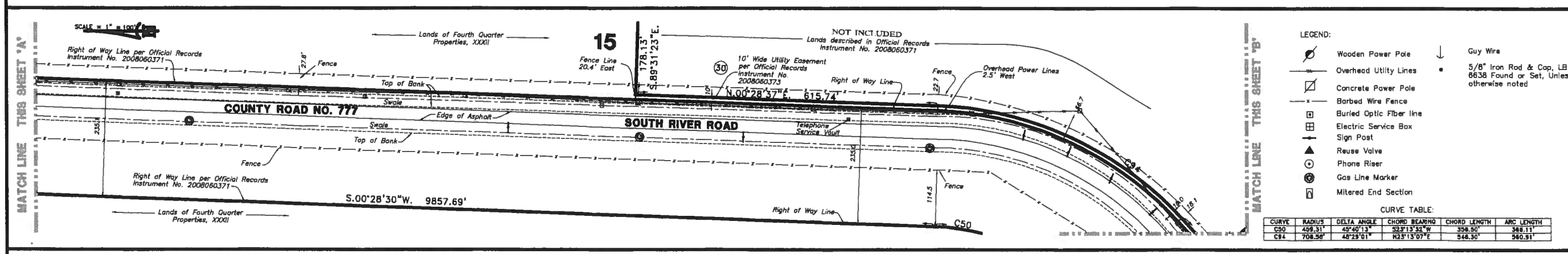
SHEET 14

MAP OF BOUNDARY SURVEY
THOMAS RANCH
SOUTH RIVER ROAD DETAILS

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

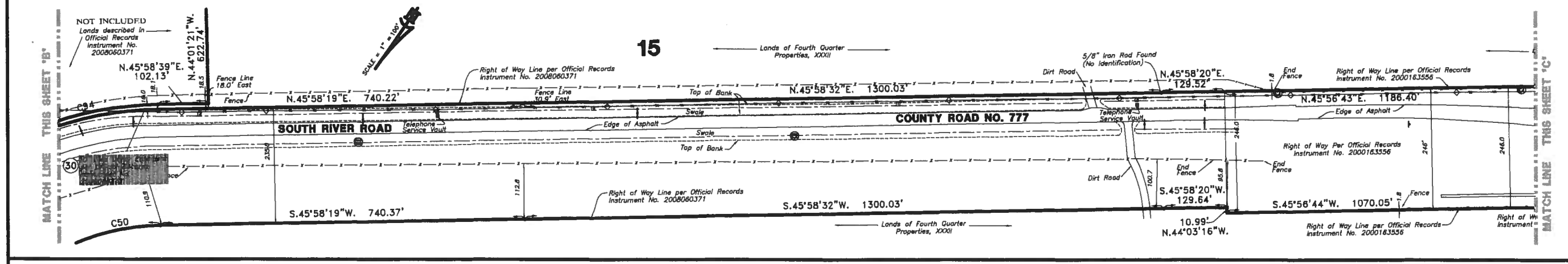
Exhibit C - Application

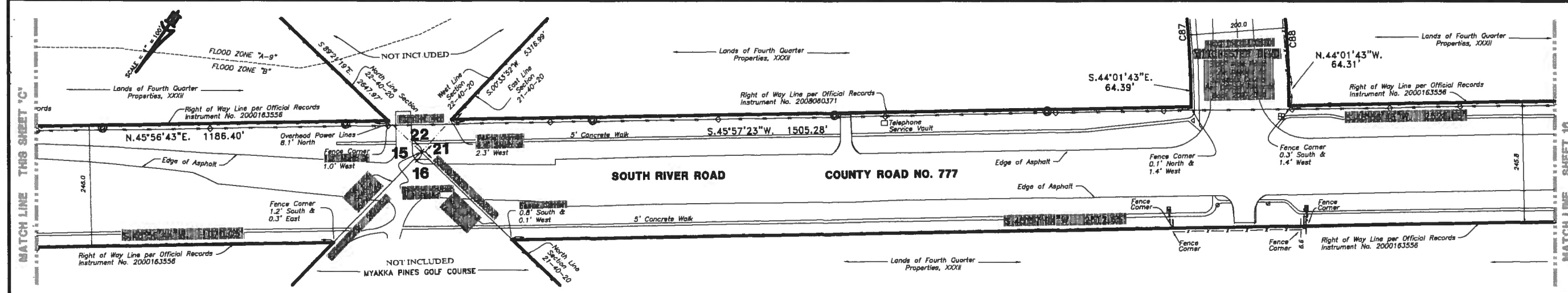




CURVE TABLE:

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C50	459.31'	45°40'13"	S23°13'32"W	356.50'	366.11'
C94	708.56'	45°29'01"	N23°13'07"E	548.30'	560.91'





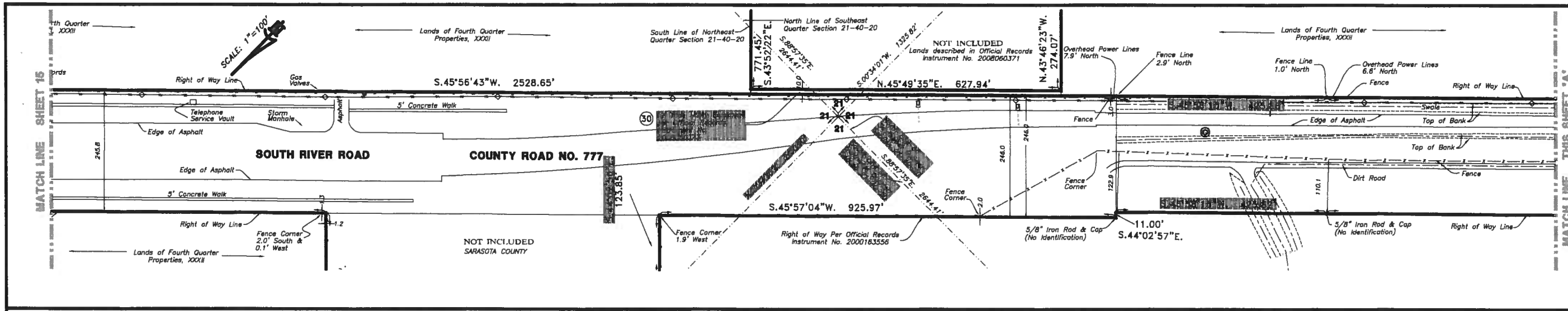
DETAILS (RIVER ROAD SOUTH)

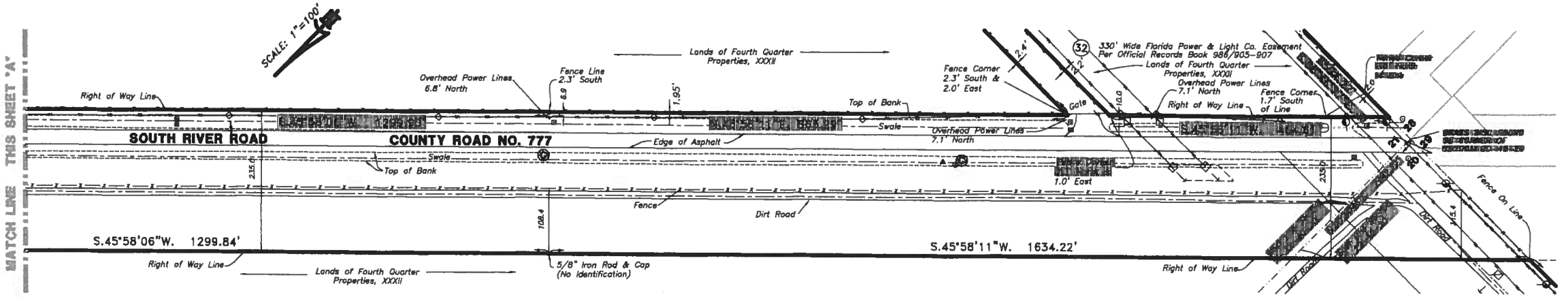
BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: britt@brittsurveying.com

MAP OF BOUNDARY SURVEY
THOMAS RANCH
SOUTH RIVER ROAD DETAILS

SHEET
15

Exhibit C - Application





LEGEND:

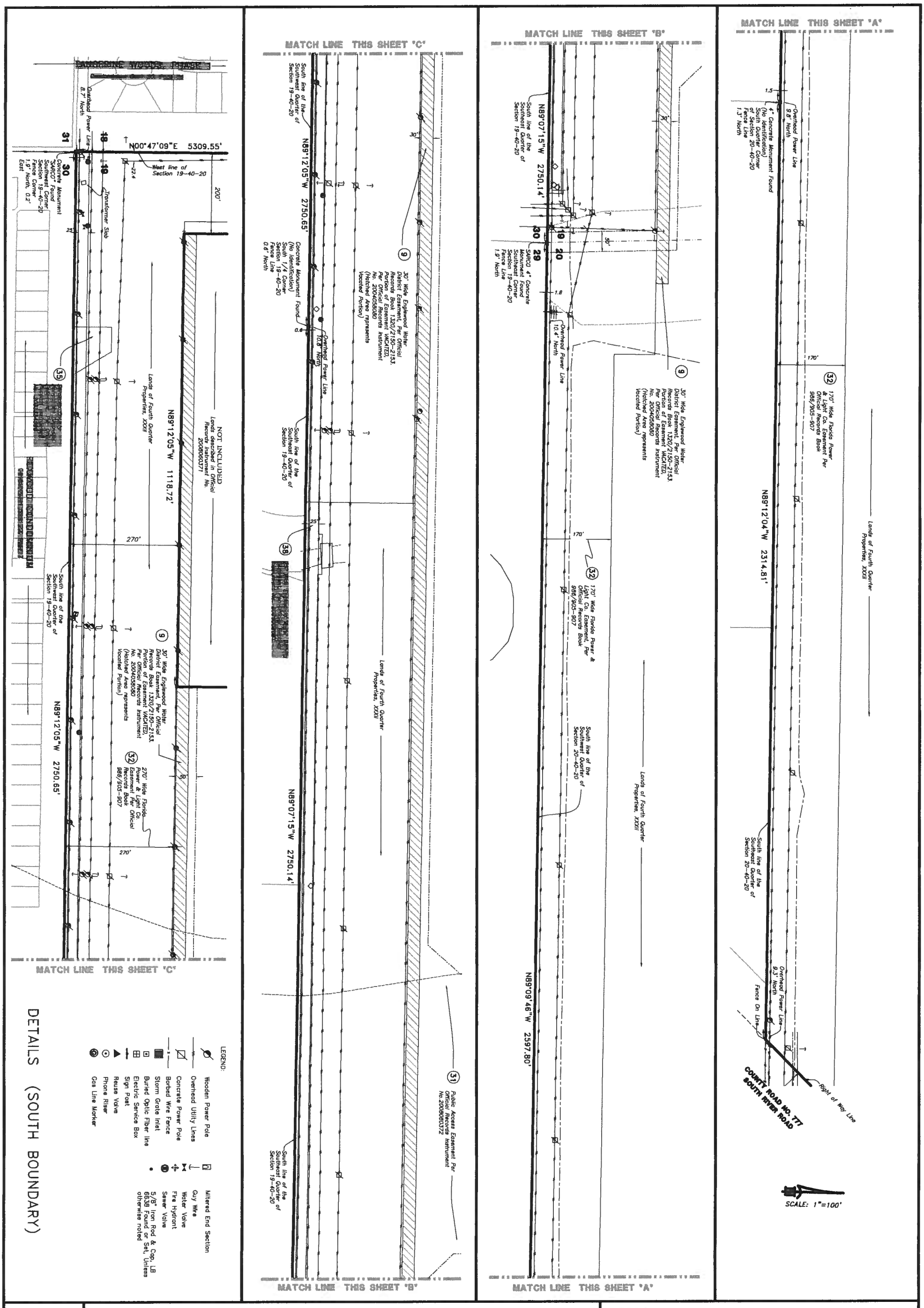
- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- Barbed Wire Fence
- Storm Grate Inlet
- Buried Optic Fiber line
- Electric Service Box
- Sign Post
- Reuse Valve
- Phone Riser
- Gas Line Marker
- Mitered End Section
- Guy Wire
- Water Valve
- Fire Hydrant
- Sewer Valve
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted

DETAILS (RIVER ROAD SOUTH)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

MAP OF BOUNDARY SURVEY
THOMAS RANCH
SOUTH RIVER ROAD DETAILS

SHEET 16

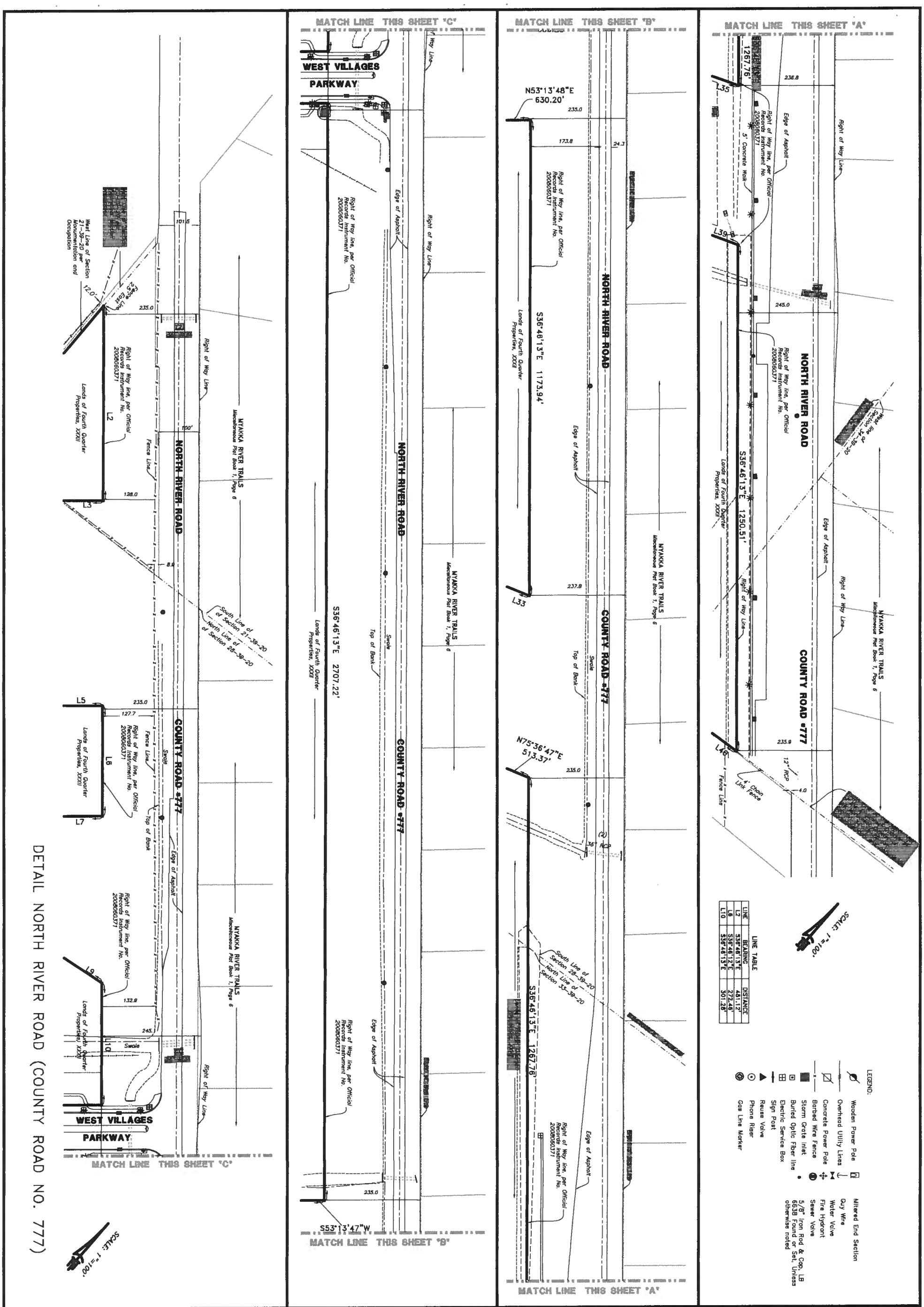


DETAILS (SOUTH BOUNDARY)

MAP OF BOUNDARY SURVEY
THOMAS RANCH
SOUTH BOUNDARY

SHEET 17

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com



LINE TABLE		
LINE	BEARING	DISTANCE
L2	S36°46'13"E	481.12'
L6	S36°46'12"E	272.46'
L10	S36°46'13"E	301.28'

LEGEND:

- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- Barbed Wire Fence
- Storm Grate Inlet
- Buried Optic Fiber line
- Electric Service Box
- Sign Post
- Reuse Valve
- Phone Riser
- Gas Line Marker
- Mitered End Section
- Guy Wire
- Water Valve
- Fire Hydrant
- Sewer Valve
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted

DETAIL NORTH RIVER ROAD (COUNTY ROAD NO. 777)

MAP OF BOUNDARY SURVEY
THOMAS RANCH
NORTH RIVER ROAD DETAILS

SHEET 18

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
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Email: bsi@brittsurveying.com

MATCH LINE SHEET 20

MATCH LINE SEE SHEET 26

SCALE: 1"=60'

SCALE: 1"=50'

MATCH LINE THIS SHEET 'A'

MATCH LINE THIS SHEET 'A'

S88°00'00"E 1039.21'

N88°00'00"W 1040.85'

S89°29'35"E 830.42'

N89°05'37"W 1809.88' (F)
N.89°05'08"W. 1944.78' (D)

North Line of Section 05-40-20

Lands of Fourth Quarter Properties, XXXII

DIRT & AGGREGATE STOCKPILE AREA

NOT INCLUDED
SARASOTA MEMORIAL HOSPITAL
Lands described in Official Records Book 2785, Page 634

NOT INCLUDED
HOSPITAL ROAD
Special Warranty Deed per Official Records Instrument No. 200718871

NOT INCLUDED
HOSPITAL ROAD

L128
L127
L131
L132

C72
C78

WEST BOUND
EAST BOUND

8' Concrete Walk
24" Concrete Curb
Edge of Pavement
Grass Median
Top of Bank
Swale
Storm Junction Box (Typical)
Storm Grate Inlet (Typical)
Storm Curb Inlet
Concrete Mitered End Section (Typical)
Concrete Pipe
Retention Pond
Fence Corner 0.5' North
Lands of Fourth Quarter Properties, XXIII

(27) Slope Easement per Official Records Instrument No. 200715024 1
(27) Slope Easement per Official Records Instrument No. 200715024 1
(27) Right-of-Way Easement Per Official Records Instrument No. 200715024 1
(27) Pond Area Easement per Official Records Instrument No. 200715024 1
(27) Slope Easement per Official Records Instrument No. 200715024 1
(27) Slope Easement Per Official Records Instrument No. 200715024 1
(27) Slope Easement Per Official Records Instrument No. 200715024 1
(27) Slope Easement Per Official Records Instrument No. 200715024 1
(27) Slope Easement per Official Records Instrument No. 200715024 1
(18) Conservation Easement per Official Records Instrument No. 13990443 70
(45) 10' Wide Florida Power & Light Co. Easement Per Official Records Instrument No. 200809839 3
(45) 10' Wide Florida Power & Light Co. Easement per Official Records Instrument No. 200809839 3
(13) 20' Wide Flowage Easement Per Official Records Book 3065/615-622 Benefiting Taylor Ranch Properties
(17) Access Easement Per Official Records Instrument No. 199904436 8
(14) Irrigation Site Access Easement per Official Records Instrument No. 200702859 6
(3) Storm Grate Inlet Storm Structures
(3) Storm Grate Inlet Storm Structures

LINE TABLE:

LINE	BEARING	DISTANCE
L131	S00°50'25"W	343.36'
L132	N89°08'32"W	5.84'

CURVE TABLE:

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C72	473.00'	88°27'08"	S46°16'51"W	659.83'	730.21'
C78	343.00'	88°01'53"	N46°28'38"E	476.43'	330.04'

LEGEND:

- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- (5) Reference to Schedule B-II paragraph in Title Commitment
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted
- Barbed Wire Fence
- Storm Grate Inlet
- Storm Curb Inlet
- (4) Storm Junction Box
- Concrete Mitered End Section
- Water Valve
- Fire Hydrant
- Guy Wire & Anchor
- Telephone Riser
- Metal Sign Post
- (W) Wall

MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY DETAILS SEGMENT "C"

SHEET 19

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
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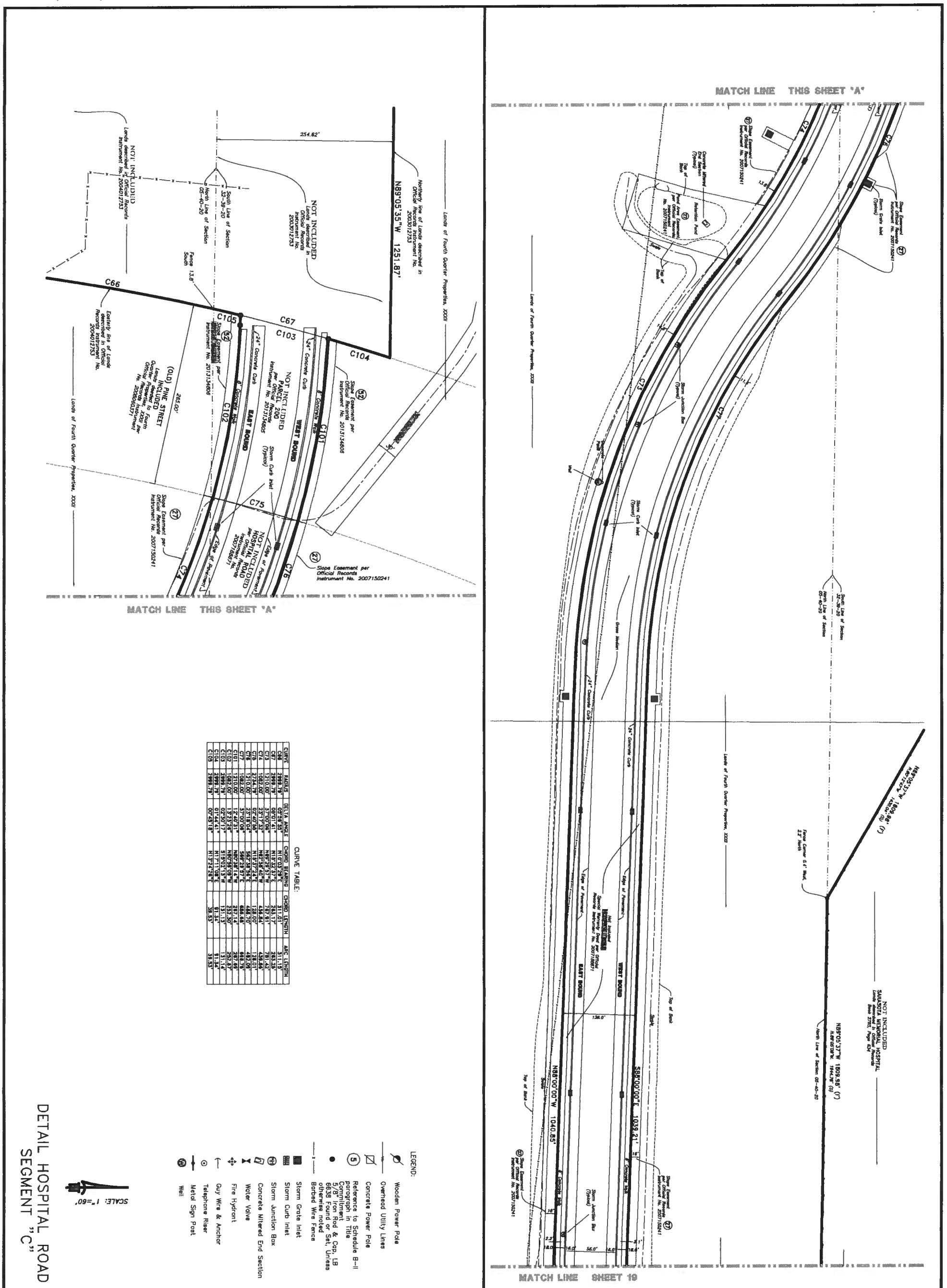


CURVE TABLE:

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C66	2999.79'	02°58'35"	N16°03'29"E	311.01'	311.15'
C67	2999.79'	08°01'41"	N18°32'37"E	263.17'	263.25'
C73	1210.00'	37°00'06"	N69°29'37"W	767.61'	781.42'
C74	1082.00'	23°17'32"	N82°38'40"W	436.84'	439.86'
C75	2734.79'	02°40'50"	N15°57'24"E	128.01'	128.01'
C76	1210.00'	23°18'04"	S62°38'56"E	488.70'	492.09'
C77	1082.00'	37°00'06"	S69°29'37"E	686.68'	698.76'
C101	1210.00'	12°40'31"	N80°48'14"W	267.14'	267.69'
C102	1082.00'	13°33'36"	N80°58'00"W	255.30'	255.97'
C103	2999.79'	02°30'17"	S19°02'13"W	131.13'	131.14'
C104	2999.79'	01°44'41"	N17°11'08"E	91.34'	91.34'
C105	2999.79'	00°43'18"	N13°24'28"E	38.53'	38.53'

LEGEND:

- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- (5) Reference to Schedule B-II paragraph in Title Commitment
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted
- Barbed Wire Fence
- Storm Grate Inlet
- Storm Curb Inlet
- Storm Junction Box
- Concrete Mitered End Section
- Water Valve
- Fire Hydrant
- Guy Wire & Anchor
- Telephone Riser
- Metal Sign Post
- Well

SCALE: 1"=60'

DETAIL HOSPITAL ROAD SEGMENT "C"

MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY DETAILS SEGMENT "C"

SHEET 20

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

Exhibit C - Application

LEGEND:

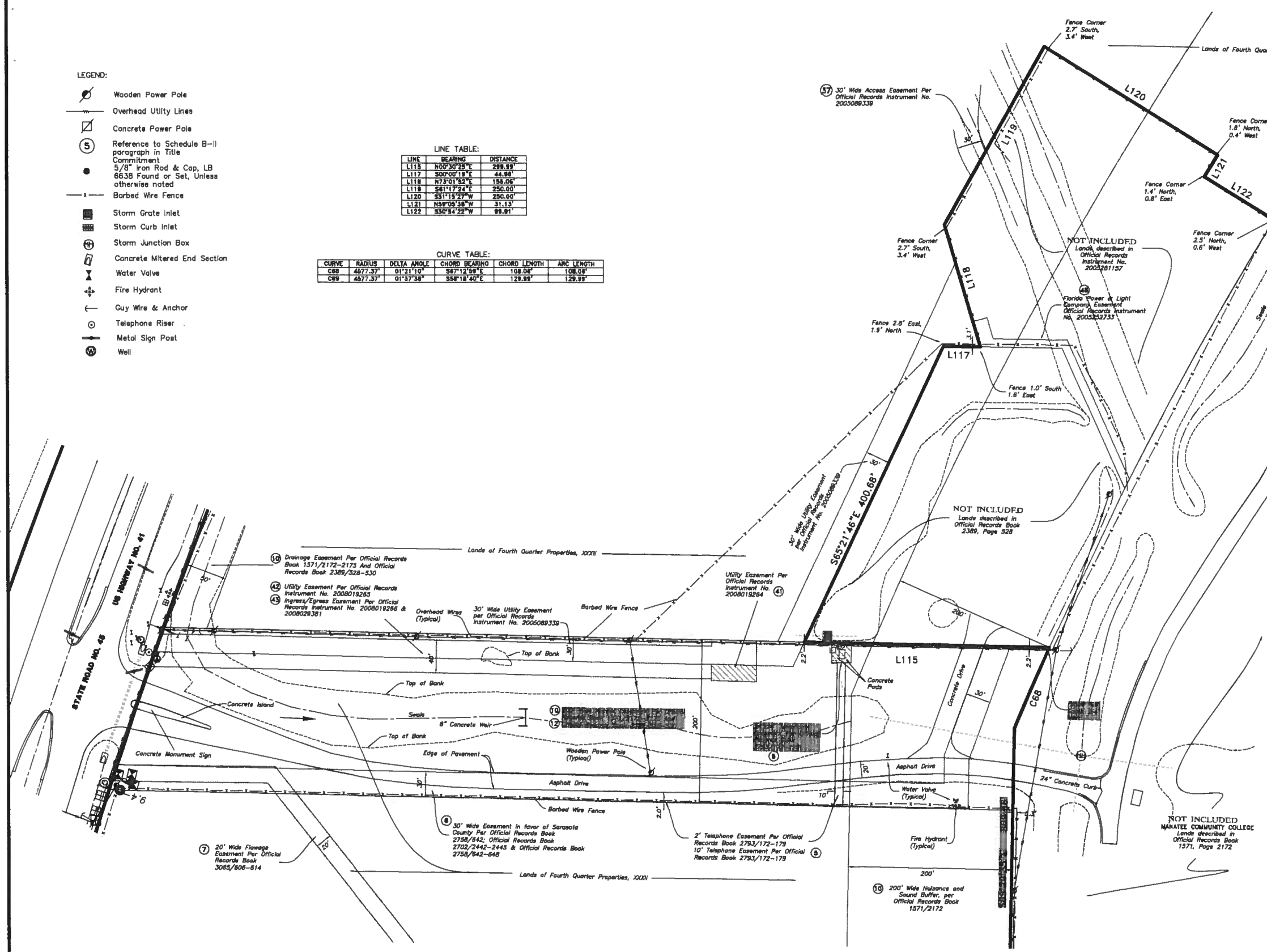
- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- (5) Reference to Schedule B-II paragraph in Title Commitment
- ● 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted
- Barbed Wire Fence
- Storm Grate Inlet
- Storm Curb Inlet
- Storm Junction Box
- Concrete Mitered End Section
- Water Valve
- Fire Hydrant
- Guy Wire & Anchor
- Telephone Riser
- Metal Sign Post
- Well

LINE TABLE:

LINE	BEARING	DISTANCE
L115	N00°30'29"E	298.89'
L117	S00°00'19"E	44.98'
L118	N73°01'52"E	158.06'
L119	S61°17'24"E	250.00'
L120	S31°19'27"W	250.00'
L121	N59°05'38"W	31.13'
L122	S30°54'22"W	99.81'

CURVE TABLE:

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C68	4677.37'	01°21'10"	S87°12'59"E	108.08'	108.08'
C69	4677.37'	01°37'38"	S88°18'40"E	129.99'	129.99'



SCALE = 1" = 80'

DETAIL SCF ACCESS ROAD & FIRE STATION

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
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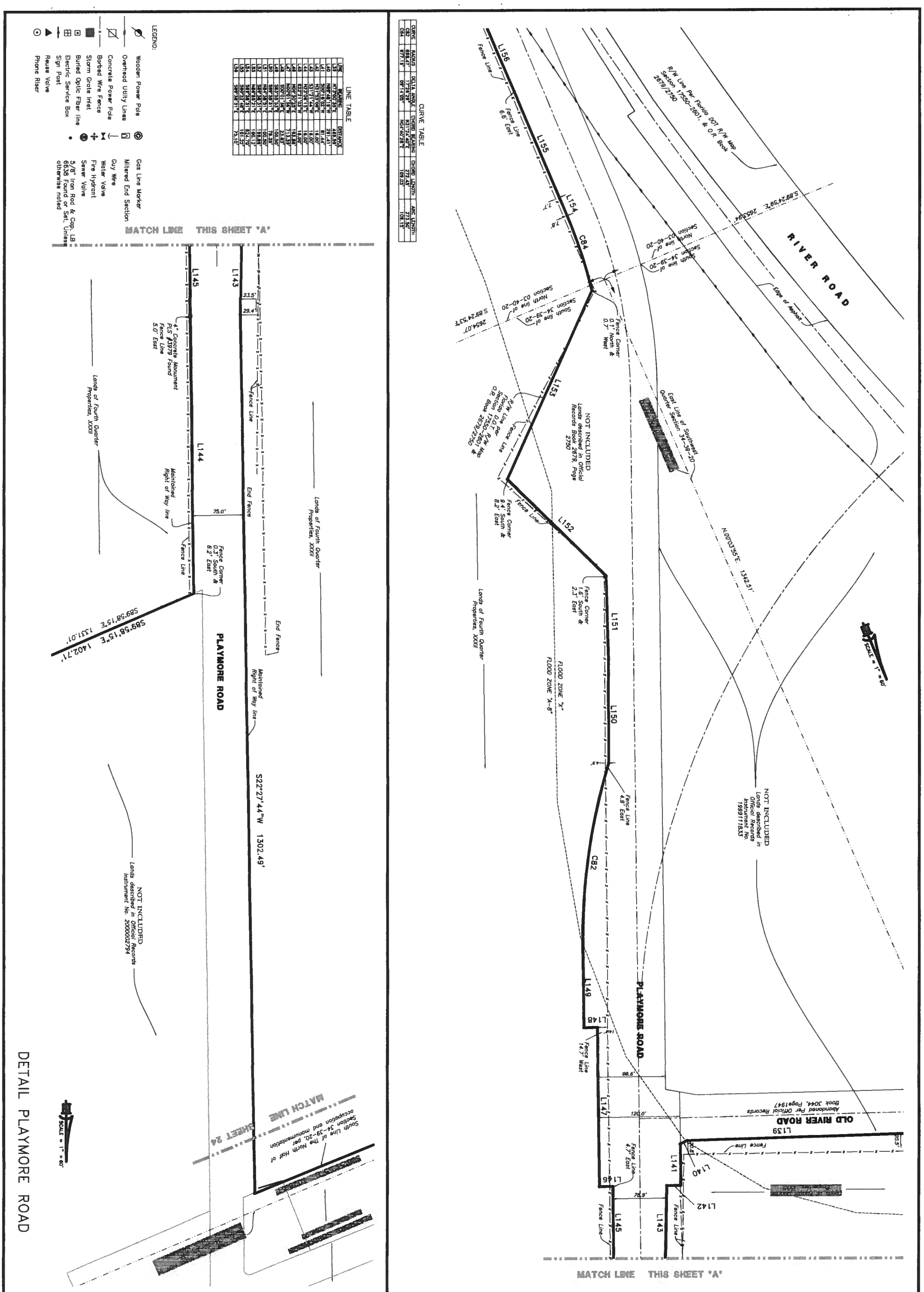
Email: britt@brittsurveying.com

MAP OF BOUNDARY SURVEY
THOMAS RANCH
S.C.F. ACCESS ROAD DETAILS

SHEET 21



CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	
C84	877.19'	09°11'09"	N63°40'28"E	139.03'	139.18'	

LINE TABLE		
LINE	BEARING	DISTANCE
L140	N74°38'59"E	481.24'
L141	N68°38'19"W	81.44'
L142	S50°18'02"W	81.44'
L143	N31°53'06"E	16.00'
L144	S31°21'44"W	16.00'
L145	N23°06'15"E	16.00'
L146	S23°21'03"W	16.00'
L147	N00°30'23"E	711.89'
L148	N00°01'56"W	711.89'
L149	S89°58'15"E	100.00'
L150	S89°58'15"E	79.35'
L151	N64°58'51"E	100.00'
L152	S89°58'51"E	199.89'
L153	N64°58'51"E	199.12'
L154	S89°58'51"E	824.70'
L155	S89°58'51"E	101.32'
L156	S89°58'51"E	75.10'

LEGEND:

- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- Barbed Wire Fence
- Storm Grate Inlet
- Buried Optic Fiber line
- Electric Service Box
- Sign Post
- Reuse Valve
- Phone Riser
- Gas Line Marker
- Mitered End Section
- Guy Wire
- Water Valve
- Fire Hydrant
- Sewer Valve
- 5/8" Iron Rod & Cap LB 6638 Found or Set, Unless otherwise noted

DETAIL PLAYMORE ROAD

SHEET 22

MAP OF BOUNDARY SURVEY
THOMAS RANCH
PLAYMORE ROAD DETAILS

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
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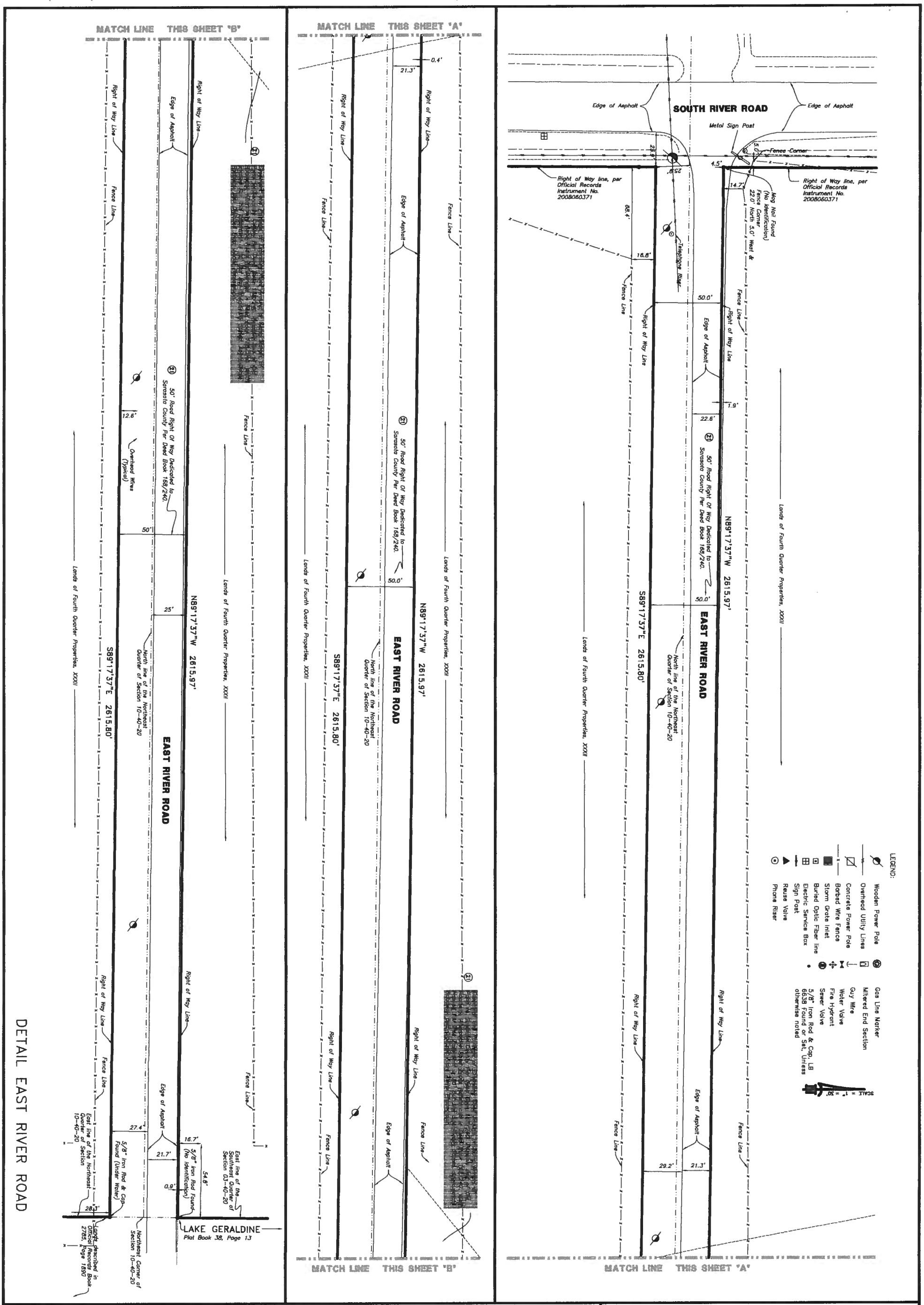
Email: bsi@brittsurveying.com



DETAIL EAST RIVER ROAD

SHEET 23

MAP OF BOUNDARY SURVEY
THOMAS RANCH
EAST RIVER ROAD DETAILS

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
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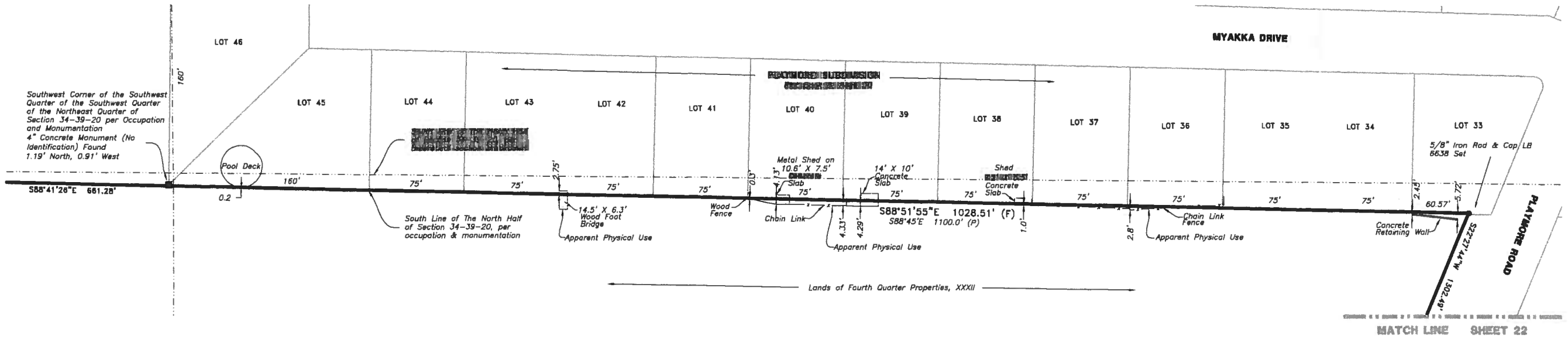
Email: bsi@brittsurveying.com

Exhibit C - Application

BOUNDARY DETAIL APPARENT PHYSICAL USE



LEGEND:

- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- Barbed Wire Fence
- Storm Grate Inlet
- Buried Optic Fiber line
- Electric Service Box
- Sign Post
- Reuse Valve
- Phone Riser
- Gas Line Marker
- Mitered End Section
- Guy Wire
- Water Valve
- Fire Hydrant
- Sewer Valve
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted

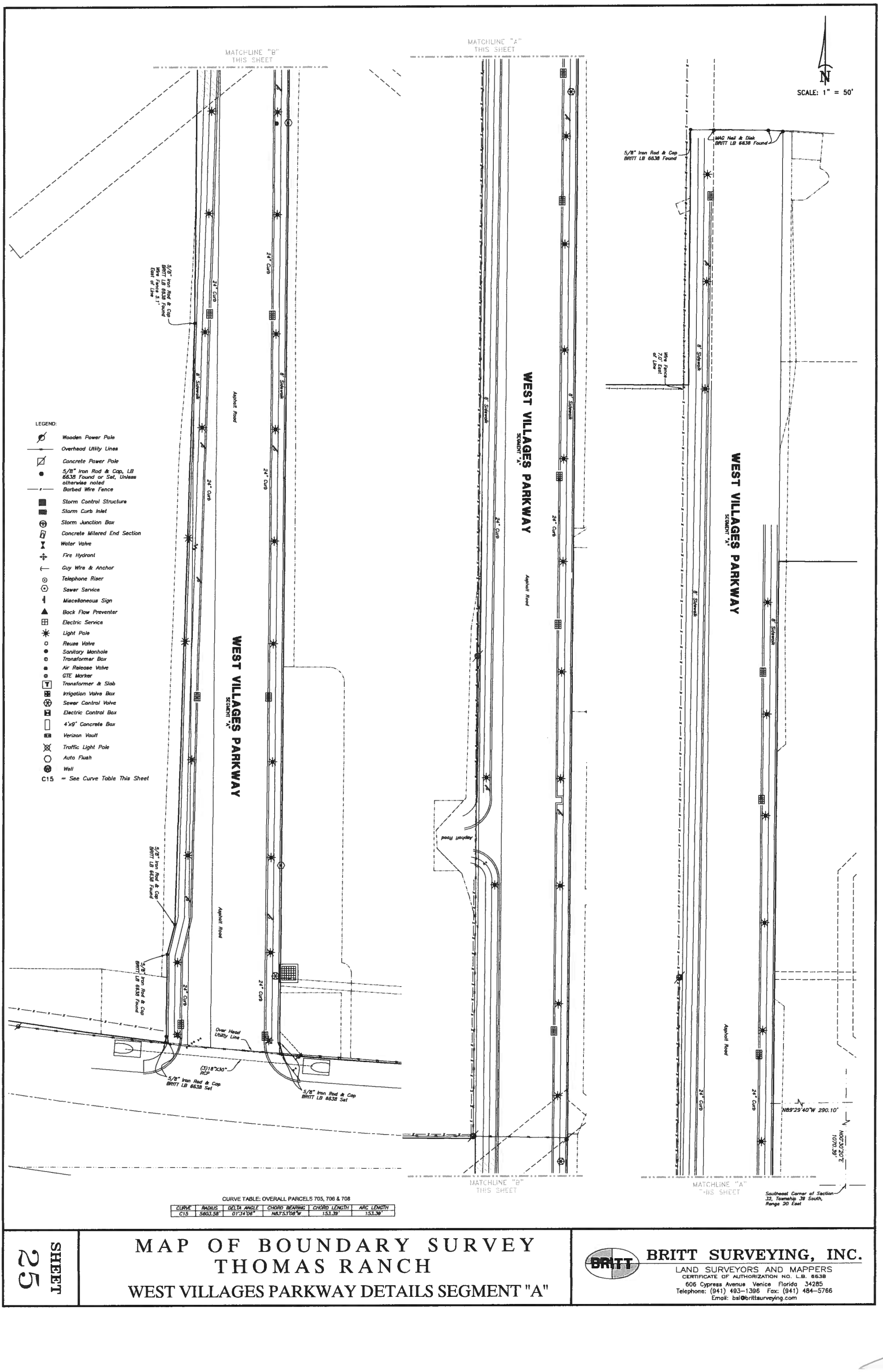
SCALE: 1" = 40'

DETAIL PLAYMORE SUBDIVISION

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

MAP OF BOUNDARY SURVEY
THOMAS RANCH
PLAYMORE SUBDIVISION DETAILS

SHEET 24



CURVE TABLE: OVERALL PARCELS 705, 706 & 708

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C15	5803.58'	01°34'06"	N83°53'08"W	153.39'	153.39'

SHEET 25

MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY DETAILS SEGMENT "A"

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
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Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

LINE TABLE: PARCEL 701

LINE	BEARING	DISTANCE
L1	N89°24'43"W	71.31'
L2	N85°55'11"W	18.72'
L3	N00°30'23"E	2702.38'
L5	S00°30'23"W	2778.00'

LINE TABLE: PARCEL 702

LINE	BEARING	DISTANCE
L4	N89°29'37"W	30.00'
L5	N00°30'23"E	2778.00'
L3	N00°30'23"E	2802.80'

LINE TABLE: PARCEL 731

LINE	BEARING	DISTANCE
L10	N00°30'25"E	18.17'
L11	N89°33'34"E	14.13'
L12	S21°27'06"E	15.00'
L13	S68°32'54"W	20.18'

LINE TABLE: PARCEL 800

LINE	BEARING	DISTANCE
L14	N85°55'11"W	12.03'
L15	N00°30'23"E	365.01'
L17	S00°30'25"W	415.78'

LINE TABLE: PARCEL 811

LINE	BEARING	DISTANCE
L18	N89°29'37"W	1.43'
L19	N00°30'23"E	12.81'
L20	N01°23'54"W	183.91'
L21	N06°14'52"E	82.89'
L22	N00°25'15"E	180.97'
L23	S89°29'37"E	9.88'
L24	S00°30'25"W	148.30'
L25	S14°00'10"W	51.42'
L26	S00°30'25"W	275.69'

LINE TABLE: PARCEL 851

LINE	BEARING	DISTANCE
L27	N85°58'09"W	37.67'
L28	N04°20'24"E	10.27'
L29	N51°56'48"E	30.86'
L30	S89°29'37"E	13.45'
L31	S00°30'17"W	54.50'

CURVE TABLE: PARCEL 851

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	20.32'	37°17'22"	N51°39'44"W	12.99'	13.22'
C2	8.00'	84°57'51"	N09°27'53"E	12.16'	11.35'
C3	12.22'	38°33'39"	N71°13'37"E	8.07'	8.23'

LINE TABLE: PARCEL 861

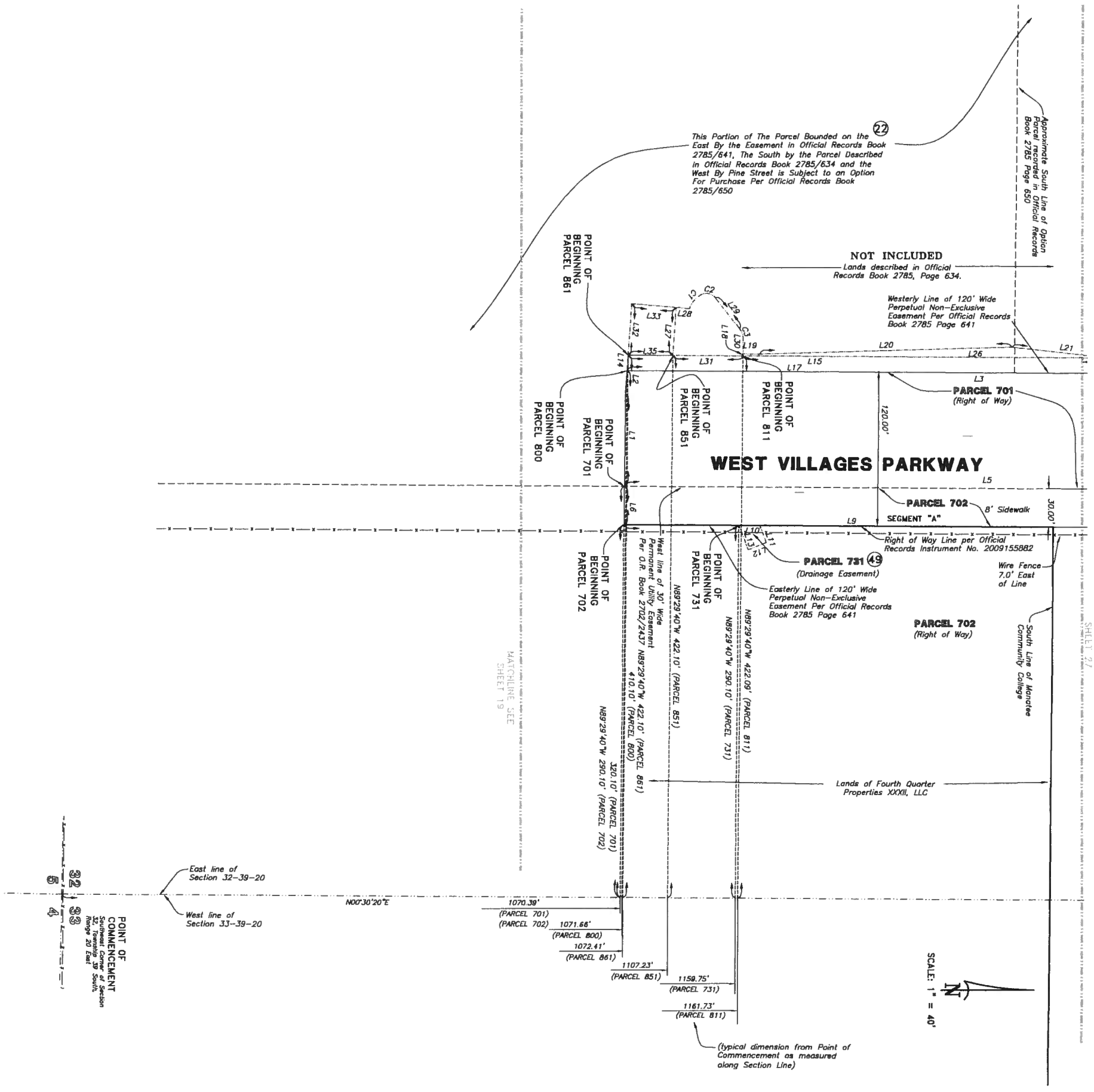
LINE	BEARING	DISTANCE
L32	N85°55'11"W	40.43'
L33	N05°03'12"E	34.73'
L34	S85°58'09"E	37.67'
L35	S00°30'25"W	34.82'

LEGEND:

RCP – Denotes Reinforced Concrete Pipe

L98 = See Line Table This Sheet

C12 = See Curve Table This Sheet



SHEET 26

MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY PARCEL DETAILS SEGMENT "A"

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
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SCALE: 1" = 40'

LINE TABLE: PARCEL 701

LINE	BEARING	DISTANCE
L3	N00°30'25"E	2702.36'
L5	S00°30'25"W	2778.00'

LINE TABLE: PARCEL 702

LINE	BEARING	DISTANCE
L5	N00°30'25"E	2778.00'
L9	S00°30'25"W	2803.80'

LINE TABLE: PARCEL 711

LINE	BEARING	DISTANCE
L36	N89°29'35"W	9.98'
L37	N00°30'25"E	86.62'
L38	N89°19'34"W	142.93'
L39	N00°13'25"W	143.13'
L40	S00°30'25"W	248.33'

LINE TABLE: PARCEL 712

LINE	BEARING	DISTANCE
L41	N52°31'45"W	16.41'
L42	N00°29'49"E	54.39'
L43	N01°13'30"E	150.01'
L44	N00°29'00"E	350.08'
L45	S89°30'14"E	213.08'
L47	S00°30'25"W	634.90'

LINE TABLE: PARCEL 800

LINE	BEARING	DISTANCE
L15	N00°30'25"E	365.01'
L16	N14°20'10"E	51.42'
L17	S00°30'25"W	415.76'

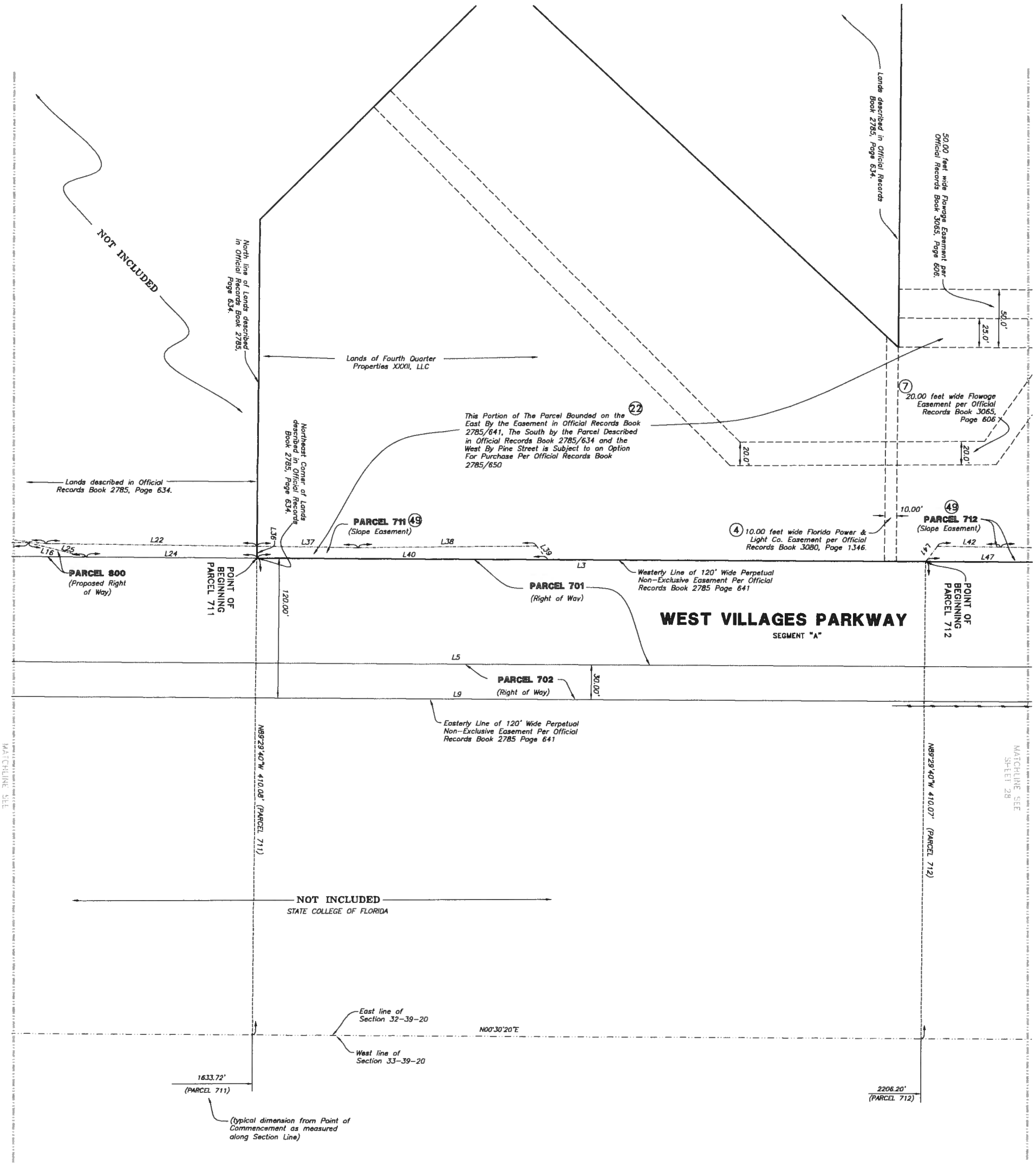
LINE TABLE: PARCEL 811

LINE	BEARING	DISTANCE
L21	N00°25'11"E	180.87'
L23	N00°30'25"W	148.30'
L25	S14°20'10"W	31.42'

LEGEND:

RCP – Denotes Reinforced Concrete Pipe

L98 = See Line Table This Sheet



SHEET 27

MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY PARCEL DETAILS SEGMENT "A"

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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Email: bsi@brittsurveying.com

SCALE: 1" = 50'

This Portion Of The Parcel Bounded On The East By The Easement In Official Records Book 2785, Page 641, The South By The Parcel Described In Official Records Book 3065, Page 606 And The West By Pine Street, Is Subject To An Option For Purchase Per Official Records Book 2785, Page 650

LINE TABLE: PARCEL 701

LINE	BEARING	DISTANCE
L3	N00°30'25"E	2702.38'
L5	S00°30'25"W	2778.00'

LINE TABLE: PARCEL 702

LINE	BEARING	DISTANCE
L5	N00°30'25"E	2778.00'
L9	S00°30'25"W	2802.80'

LINE TABLE: PARCEL 712

LINE	BEARING	DISTANCE
L43	N01°15'50"E	2.77'
L44	N00°09'59"W	350.02'
L46	N00°43'03"E	270.18'
L48	S89°29'39"E	13.08'
L47	S00°30'25"W	834.30'

LINE TABLE: PARCEL 732

LINE	BEARING	DISTANCE
L48	N89°29'39"W	13.08'
L49	N00°43'03"E	6.13'
L50	N16°10'42"W	13.40'
L51	N00°30'25"E	2.39'
L52	N89°29'35"W	0.43'
L53	N00°30'25"E	494.43'
L54	N89°29'35"W	13.08'
L55	S00°30'25"W	494.43'

LINE TABLE: PARCEL 733

LINE	BEARING	DISTANCE
L57	N53°16'36"W	4.31'
L58	N89°29'35"W	484.43'
L59	S00°30'25"W	13.75'
L60	S89°29'35"E	20.00'
L61	N00°30'25"E	13.75'
L62	S89°29'35"E	484.43'
L63	S00°30'25"W	494.43'
L64	S89°37'05"E	477.13'

LINE TABLE: PARCEL 734

LINE	BEARING	DISTANCE
L81	N26°30'22"E	4.31'
L82	N89°37'05"W	488.38'
L83	S00°30'25"W	2.66'
L84	S89°37'05"E	490.53'

LINE TABLE: PARCEL 735

LINE	BEARING	DISTANCE
L84	N89°37'05"W	20.00'
L77	N00°30'25"E	231.84'
L86	S00°30'25"W	353.23'

LINE TABLE: PARCEL 772

LINE	BEARING	DISTANCE
L54	N89°29'35"W	20.00'
L63	N00°30'25"E	215.01'
L64	S89°29'35"E	20.00'
L65	S00°30'25"W	215.01'

LINE TABLE: PARCEL 771

LINE	BEARING	DISTANCE
L148	S58°37'05"W	350.05'
L147	N00°13'47"W	12.28'
L147	N47°38'08"W	123.11'
L148	S21°27'52"W	56.20'
L148	N00°38'28"W	50.37'
L149	N17°22'51"E	123.51'
L151	S17°22'51"W	114.45'
L153	N48°08'58"E	253.80'
L154	N65°01'50"E	114.07'
L155	N65°01'50"E	116.89'
L156	S89°29'58"E	116.31'
L157	S89°29'57"E	85.16'
L163	S00°30'23"W	215.01'

CURVE TABLE: PARCEL 771

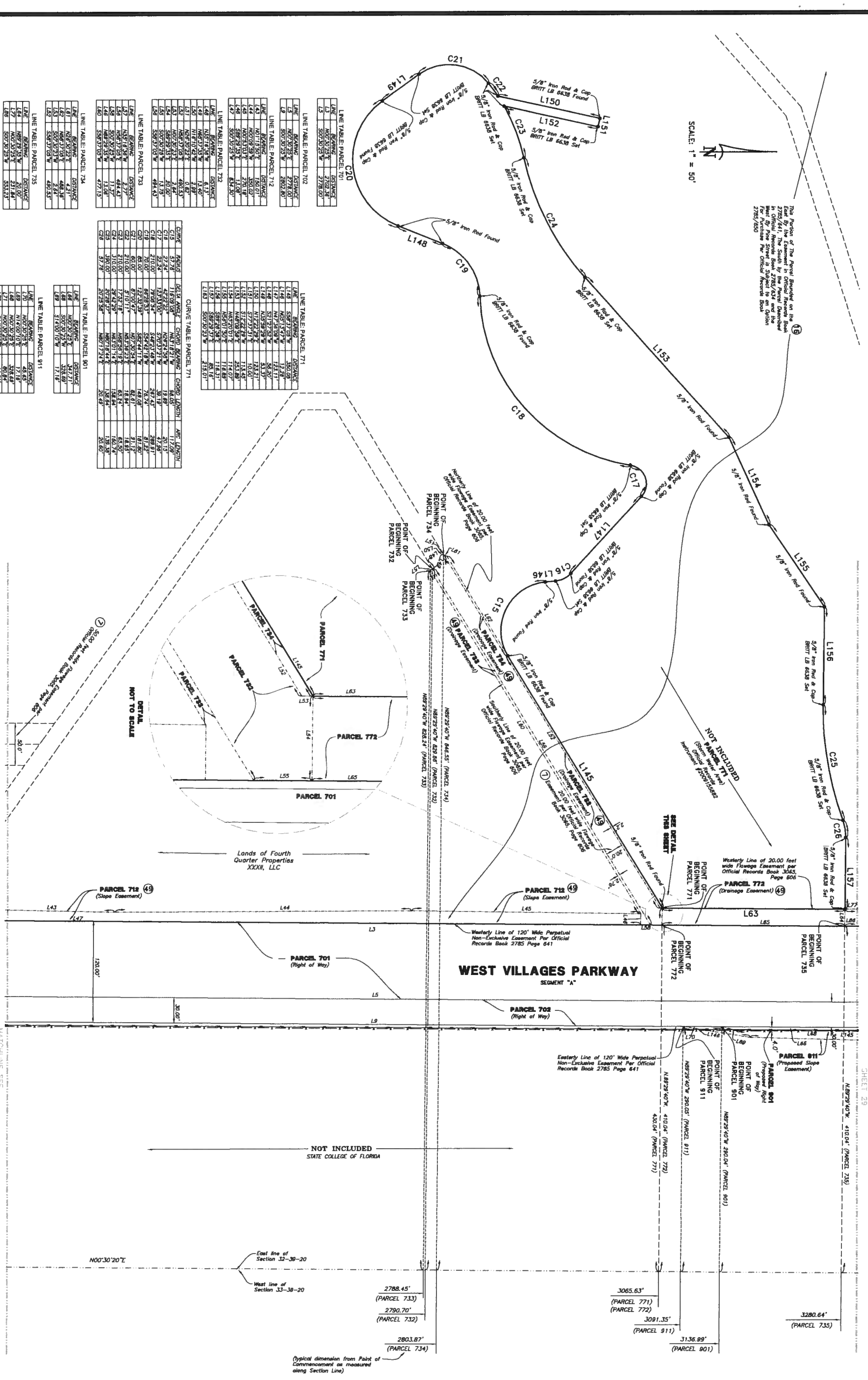
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C15	57.78'	116°09'08"	N63°18'21"W	94.05'	117.09'
C18	27.24'	42°22'23"	N24°24'56"W	19.89'	20.15'
C17	22.24'	123°33'00"	S70°37'21"W	39.19'	47.96'
C18	210.00'	77°06'53"	S44°23'48"W	261.43'	282.61'
C19	76.00'	108°23'39"	S54°42'18"W	76.74'	81.62'
C20	60.00'	87°20'49"	N62°40'34"E	82.80'	91.46'
C21	210.00'	8°10'11"	N83°45'23"E	29.92'	29.94'
C22	210.00'	17°42'18"	N89°56'19"E	64.64'	64.90'
C23	210.00'	28°42'29"	N65°01'14"E	104.04'	105.23'
C24	390.00'	20°28'37"	N80°17'24"E	138.64'	139.39'
C25	57.78'	20°25'58"	N80°17'24"E	20.49'	20.60'

LINE TABLE: PARCEL 901

LINE	BEARING	DISTANCE
L68	N00°30'25"E	347.71'
L69	S14°00'10"W	328.69'
L69	S14°00'10"W	17.16'

LINE TABLE: PARCEL 911

LINE	BEARING	DISTANCE
L70	N00°30'25"E	48.65'
L69	N14°00'10"E	17.16'
L68	N00°30'25"E	328.69'
L71	N00°30'25"E	60.84'
L72	S14°39'02"E	44.51'
L73	S17°47'43"E	30.90'
L74	S44°20'18"E	48.03'
L75	SOUTH 15"E	24.21'
L76	S42°10'56"W	57.34'
L143	S01°42'48"W	233.51'
L146	S08°19'18"W	79.80'



LEGEND:
RCP - Denotes Reinforced Concrete Pipe
L98 = See Line Table This Sheet
C12 = See Curve Table This Sheet

SHEET 28

MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY PARCEL DETAILS SEGMENT "A"

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
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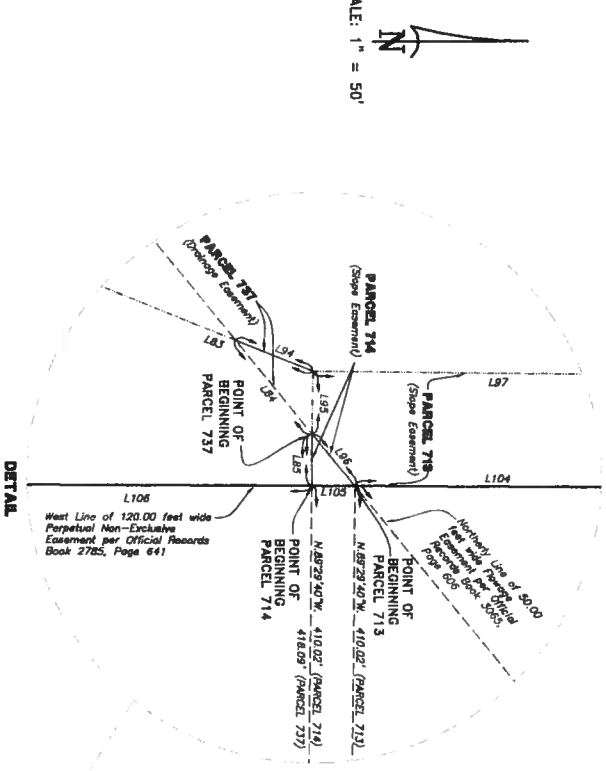
Email: bsi@brittsurveying.com

SCALE: 1" = 50'



DETAIL
NOT TO SCALE

LINE TABLE: PARCEL 701

LINE	BEARING	DISTANCE
L3	N00°30'25"E	2702.38'
L4	N89°58'08"E	118.75'
L5	S00°30'25"W	2778.00'

LINE TABLE: PARCEL 702

LINE	BEARING	DISTANCE
L3	N00°30'25"E	2778.00'
L8	N89°58'08"E	1218.00'
L9	S00°30'25"W	2802.80'

LINE TABLE: PARCEL 703

LINE	BEARING	DISTANCE
L4	S89°58'08"W	118.75'
L107	N89°58'08"E	118.75'
L108	S00°30'25"W	84.66'

LINE TABLE: PARCEL 704

LINE	BEARING	DISTANCE
L108	N00°30'25"E	84.66'
L109	N89°58'08"E	36.92'
L110	S00°30'25"W	84.66'
L8	S89°58'08"W	36.92'

LINE TABLE: PARCEL 705

LINE	BEARING	DISTANCE
L107	S89°58'08"W	118.75'
L147	N00°30'25"E	1328.74'
L148	S00°30'25"W	1245.98'

LINE TABLE: PARCEL 706

LINE	BEARING	DISTANCE
L109	S89°58'08"W	36.92'
L148	N00°30'25"E	1245.98'
L150	S00°30'25"W	1218.04'

LINE TABLE: PARCEL 708

LINE	BEARING	DISTANCE
L124	N00°30'25"E	948.04'
L112	S01°31'37"W	781.88'

LINE TABLE: PARCEL 713

LINE	BEARING	DISTANCE
L66	S50°58'06"W	7.87'
L93	N89°29'35"W	7.30'
L97	N00°58'14"E	188.47'
L98	N00°48'12"E	150.00'
L99	N00°07'35"E	150.00'
L104	S00°30'25"W	630.77'

LINE TABLE: PARCEL 714

LINE	BEARING	DISTANCE
L85	N89°29'35"W	6.07'
L86	N50°58'06"E	7.87'
L103	S00°30'25"W	5.01'

LINE TABLE: PARCEL 715

LINE	BEARING	DISTANCE
L111	N01°31'37"E	270.81'
L112	N01°31'37"E	787.88'
L120	S04°48'30"W	1581.42'
L121	S00°30'25"W	150.00'
L122	S01°31'37"W	150.00'
L123	S01°07'22"W	30.08'

LINE TABLE: PARCEL 735

LINE	BEARING	DISTANCE
L77	N00°30'25"E	231.84'
L78	S72°08'37"W	16.86'
L79	N00°30'25"E	21.07'
L80	N72°08'37"E	16.86'
L81	N00°30'25"E	246.29'
L82	N48°13'22"W	14.52'
L84	N50°58'06"E	14.09'
L85	S89°29'35"E	6.07'
L86	S00°30'25"W	253.23'

LINE TABLE: PARCEL 736

LINE	BEARING	DISTANCE
L80	S72°08'37"W	16.86'
L87	N00°30'25"E	125.67'
L88	N22°08'41"E	96.05'
L82	S48°13'22"E	14.52'
L81	S00°30'25"W	246.29'

LINE TABLE: PARCEL 737

LINE	BEARING	DISTANCE
L84	S50°58'06"W	14.09'
L94	N22°08'41"E	9.66'
L95	S89°29'35"E	7.30'

LINE TABLE: PARCEL 901

LINE	BEARING	DISTANCE
L66	N00°30'25"E	347.71'
L67	S58°18'31"E	4.64'
L68	S00°30'25"W	329.69'

LINE TABLE: PARCEL 911

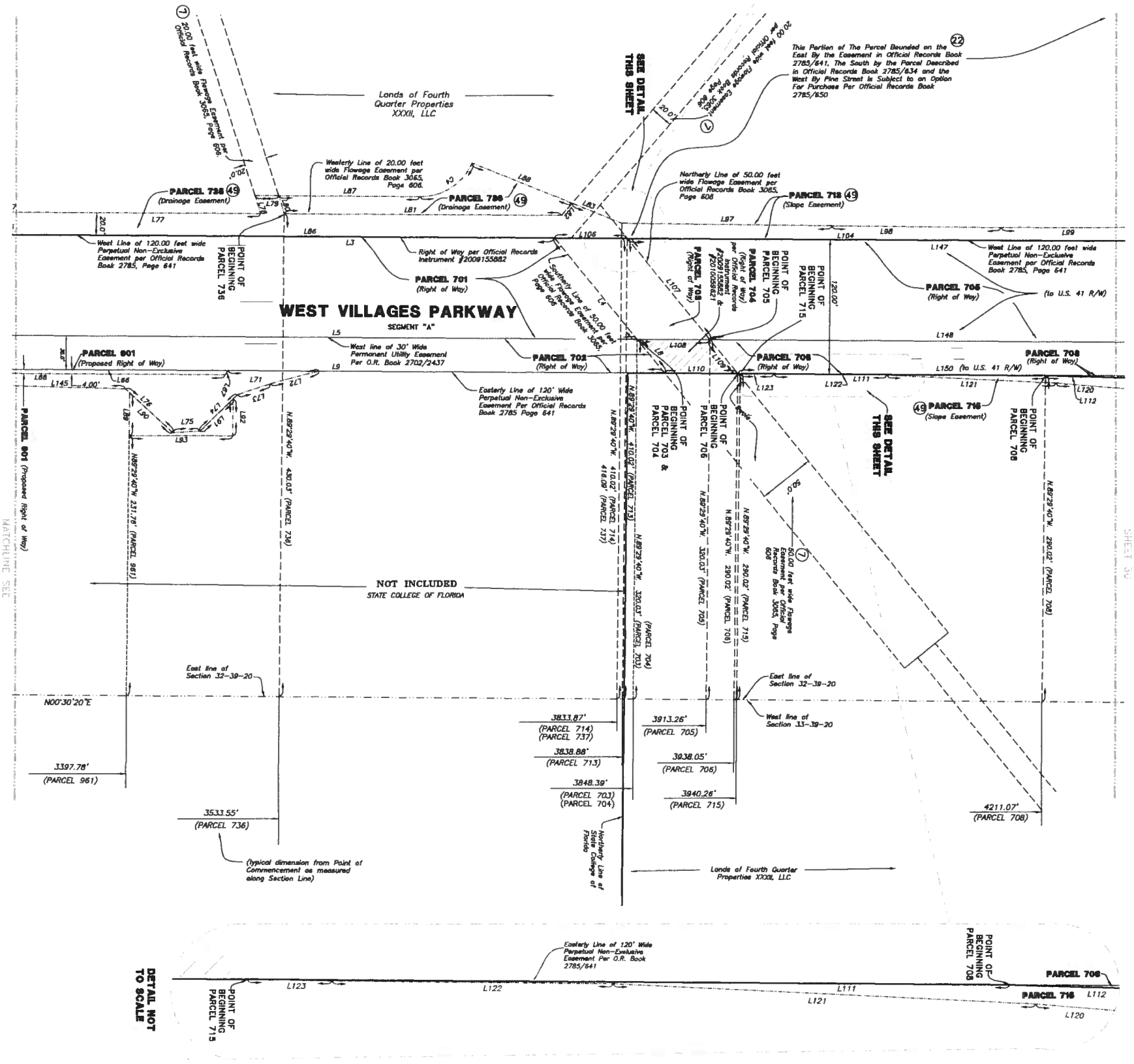
LINE	BEARING	DISTANCE
L68	N00°30'25"E	329.69'
L67	N58°18'31"W	4.64'
L71	N00°30'25"E	80.84'
L72	S14°39'02"E	44.51'
L73	S17°47'45"E	30.95'
L74	S44°20'16"E	46.03'
L75	S01°04'15"E	24.21'
L76	S42°30'55"W	37.34'
L143	S01°42'48"W	223.51'

LINE TABLE: PARCEL 961

LINE	BEARING	DISTANCE
L89	N89°00'00"W	38.04'
L90	N42°30'35"E	52.42'
L73	N01°04'15"W	24.21'
L91	N44°20'16"W	46.03'
L92	N72°08'37"W	40.79'
L93	S00°13'37"W	91.99'

CURVE TABLE: PARCEL 736

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C4	49.99'	67°02'41"	N33°00'43"W	55.22'	58.50'



DETAIL
NOT TO SCALE

LEGEND:
RCP - Denotes Reinforced Concrete Pipe
L98 = See Line Table This Sheet
C12 = See Curve Table This Sheet

MATCHLINE SEE SHEET 28

MATCHLINE SEE SHEET 30

SHEET 29

MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY PARCEL DETAILS SEGMENT "A"

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
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Email: bsi@brittsurveying.com

SCALE: 1" = 50'

LINE TABLE PARCEL 705		
LINE	BEARING	DISTANCE
L147	N00°30'29"E	1328.74'
L148	S00°30'29"W	1245.88'

CURVE TABLE PARCEL 705					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C9	5603.58'	0°45'27"	S84°10'14"E	80.38'	80.38'

LINE TABLE PARCEL 706		
LINE	BEARING	DISTANCE
L148	N00°30'29"E	1245.88'
L150	S00°30'29"W	1218.08'

CURVE TABLE PARCEL 706					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C8	5603.58'	0°18'30"	S83°13'15"E	30.18'	30.18'

LINE TABLE: PARCEL 707		
LINE	BEARING	DISTANCE
L137	N15°42'55"W	14.74'
L141	S00°30'29"W	13.58'

CURVE TABLE PARCEL 707					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C13	5603.58'	0°02'14"	S84°39'04"E	3.63'	3.63'

LINE TABLE: PARCEL 708		
LINE	BEARING	DISTANCE
L124	N00°30'29"E	845.04'
L125	S08°03'02"W	7.88'
L126	S01°40'10"W	107.44'
L113	S14°00'10"W	40.28'
L112	S01°31'37"W	787.66'

CURVE TABLE PARCEL 708					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C7	5603.58'	0°17'35"	S83°15'52"E	29.21'	29.21'

LINE TABLE: PARCEL 713		
LINE	BEARING	DISTANCE
L89	N00°07'53"E	150.00'
L100	N00°37'04"W	30.01'
L101	N00°22'39"E	100.00'
L102	N00°23'21"E	188.32'
L103	S89°29'39"E	13.99'
L104	S00°30'29"W	820.77'

LINE TABLE: PARCEL 715		
LINE	BEARING	DISTANCE
L112	N01°31'37"E	787.66'
L113	N14°00'10"E	40.28'
L114	N00°30'29"E	28.83'
L115	S82°34'07"E	7.20'
L116	S00°30'21"W	46.34'
L117	S00°58'08"W	150.00'
L118	S00°21'15"W	50.02'
L119	S02°07'49"W	436.18'
L120	S04°48'50"W	150.42'

LINE TABLE: PARCEL 721		
LINE	BEARING	DISTANCE
L142	N89°29'40"W	25.00'
L143	N00°30'29"E	55.41'
L125	N08°03'02"E	7.88'
L144	S00°30'29"W	83.70'

CURVE TABLE: PARCEL 721					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C14	5603.58'	0°31'33"	S82°40'08"E	84.37'	84.37'

LINE TABLE: PARCEL 722		
LINE	BEARING	DISTANCE
L135	N88°41'04"W	60.00'
L138	N00°30'29"E	87.69'
L137	S13°42'55"E	14.74'
L139	S00°30'29"W	87.21'

CURVE TABLE PARCEL 722					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C10	5603.58'	0°47'00"	S85°03'41"E	76.61'	76.61'

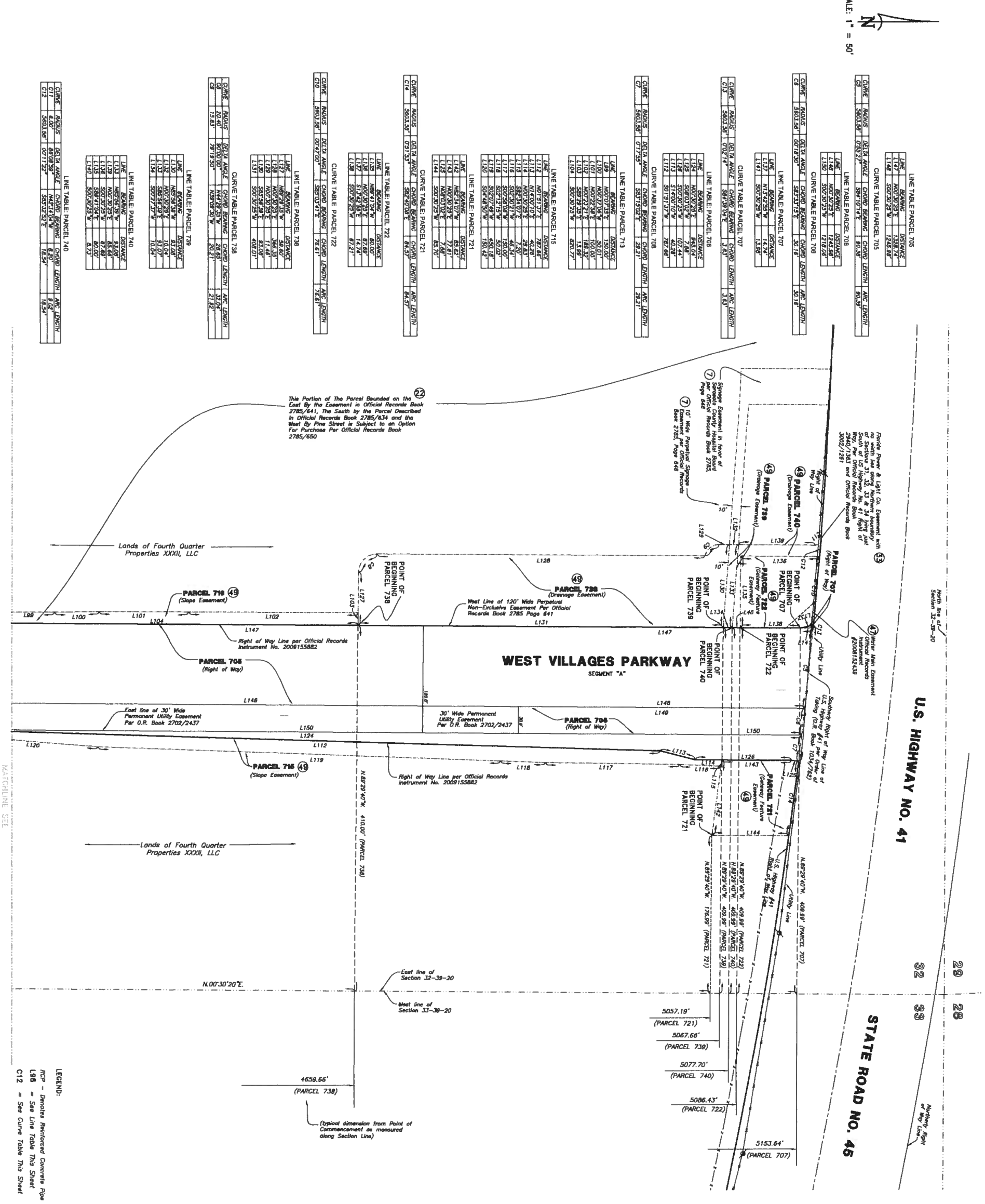
LINE TABLE: PARCEL 738		
LINE	BEARING	DISTANCE
L128	N89°29'40"W	30.40'
L129	N00°30'29"E	1245.88'
L130	N89°29'40"W	30.40'
L131	S00°30'29"W	408.01'

CURVE TABLE PARCEL 738					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C9	20.40'	90°00'00"	N44°29'40"W	28.83'	32.04'
C9	15.83'	79°19'50"	N39°09'30"W	20.21'	21.92'

LINE TABLE: PARCEL 739		
LINE	BEARING	DISTANCE
L130	N89°54'38"W	81.07'
L132	N00°30'29"E	10.04'
L133	S89°54'38"E	81.07'
L134	S00°27'37"W	10.04'

LINE TABLE: PARCEL 740		
LINE	BEARING	DISTANCE
L133	N89°54'38"W	81.08'
L139	N00°30'29"E	85.66'
L136	S00°30'29"W	87.69'
L135	S08°41'04"E	80.00'
L140	S00°30'29"W	8.73'

CURVE TABLE PARCEL 740					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C11	6.00'	86°08'59"	N42°14'04"W	8.20'	9.03'
C12	5603.58'	0°11'22"	S65°12'52"E	18.54'	18.54'



SHEET 30

MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY PARCEL DETAILS SEGMENT "A"

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
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Email: bsi@brittsurveying.com

PARCEL 501
LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°50'23"E	42.70'
L2	N13°55'20"E	39.72'
L3	N37°44'43"W	19.71'
L4	N16°59'55"E	52.10'
L23	S00°50'23"W	193.88'

PARCEL 501
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	3791.58'	2°01'41"	N82°13'35"W	204.98'	205.00'
C2	3791.58'	1°31'19"	N84°10'05"W	193.83'	193.83'
C3	30.00'	20°36'07"	N10°49'28"E	10.75'	10.80'
C4	1445.00'	3°23'43"	N01°12'27"W	87.85'	87.87'
C5	1477.00'	14°28'57"	N11°37'07"W	371.35'	372.33'
C6	1210.00'	10°40'03"	N13°32'24"W	224.85'	225.27'
C7	1210.00'	18°05'25"	N23°45'28"W	380.48'	381.23'
C8	1062.00'	4°51'19"	S80°17'57"W	90.00'	90.02'
C9	1208.00'	21°51'58"	S10°19'13"E	458.47'	461.00'
C27	30.00'	28°31'44"	S12°59'28"E	14.84'	14.07'

PARCEL 511
LINE TABLE

LINE	BEARING	DISTANCE
L120	N09°46'05"E	279.23'
L121	N17°08'52"W	324.38'
L122	N85°04'38"W	32.07'
L123	N09°16'21"W	56.81'
L124	N30°14'03"E	52.10'
L4	S16°59'55"W	52.10'
L40	S50°44'01"E	278.83'
L1	S50°50'23"W	42.70'
L39	N88°17'11"W	58.43'
L38	S04°32'41"W	7.47'

PARCEL 511
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C69	3791.58'	0°07'32"	N48°26'50"W	416.84'	417.03'
C70	3791.58'	0°05'33"	N48°33'03"W	8.34'	8.34'
C71	999.93'	16°48'44"	N12°18'03"W	291.75'	292.40'
C72	1141.51'	24°19'04"	N10°08'01"E	480.51'	484.43'
C73	1210.00'	15°41'10"	S12°40'09"E	330.19'	331.39'
C9	1210.00'	10°40'01"	S15°50'24"E	224.85'	225.27'
C74	1477.00'	6°34'32"	S19°23'09"E	169.47'	169.56'
C75	1485.00'	1°38'42"	S20°19'28"E	42.48'	42.48'
C76	30.00'	6°10'40"	S08°39'43"W	3.23'	3.23'

PARCEL 512
LINE TABLE

LINE	BEARING	DISTANCE
L24	N00°50'23"E	75.72'
L25	N49°53'10"E	13.69'
L27	N89°48'27"E	43.37'
L28	S89°38'33"W	10.17'

PARCEL 512
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C28	3791.58'	1°34'17"	N82°09'53"W	156.83'	156.83'
C29	3791.58'	0°27'54"	N81°10'43"W	46.17'	46.17'
C27	30.00'	28°31'44"	N12°59'28"W	13.84'	14.07'
C30	40.44'	82°21'35"	S57°11'14"E	53.25'	58.13'

PARCEL 513
LINE TABLE

LINE	BEARING	DISTANCE
L36	S81°13'49"E	31.50'
L38	S81°13'49"E	31.50'
L40	N81°13'49"W	96.00'
L30	S48°23'11"W	11.04'

PARCEL 513
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C34	1285.00'	16°30'45"	N12°45'51"W	348.83'	348.13'
C35	1062.00'	28°21'14"	N06°50'33"W	530.00'	535.45'
C36	1344.81'	18°52'11"	S09°44'43"E	441.49'	443.48'
C37	1482.82'	16°08'02"	S13°50'34"E	410.59'	411.93'

PARCEL 521
LINE TABLE

LINE	BEARING	DISTANCE
L29	N00°50'23"E	78.10'
L30	N48°23'11"E	11.04'
L31	N48°23'11"E	11.04'
L32	N27°28'07"W	28.03'
L33	N58°31'58"E	37.28'
L34	S59°53'58"E	78.44'
L35	N48°23'11"E	10.11'
L36	S23°34'48"E	124.00'
L37	S66°25'11"W	199.49'

PARCEL 531
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C38	1344.81'	1°36'08"	N00°16'07"W	108.74'	108.77'
C53	1482.82'	1°37'09"	N00°16'07"W	42.19'	42.19'

PARCEL 541
LINE TABLE

LINE	BEARING	DISTANCE
L30	N04°53'41"E	7.47'
L39	S48°12'11"E	89.43'

PARCEL 541
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C38	1344.81'	16°52'11"	N08°10'06"W	394.69'	396.00'
C39	1344.81'	0°43'57"	N00°44'43"W	17.19'	17.19'
C40	30.00'	14°27'27"	S13°04'49"W	7.48'	7.57'

PARCEL 542
LINE TABLE

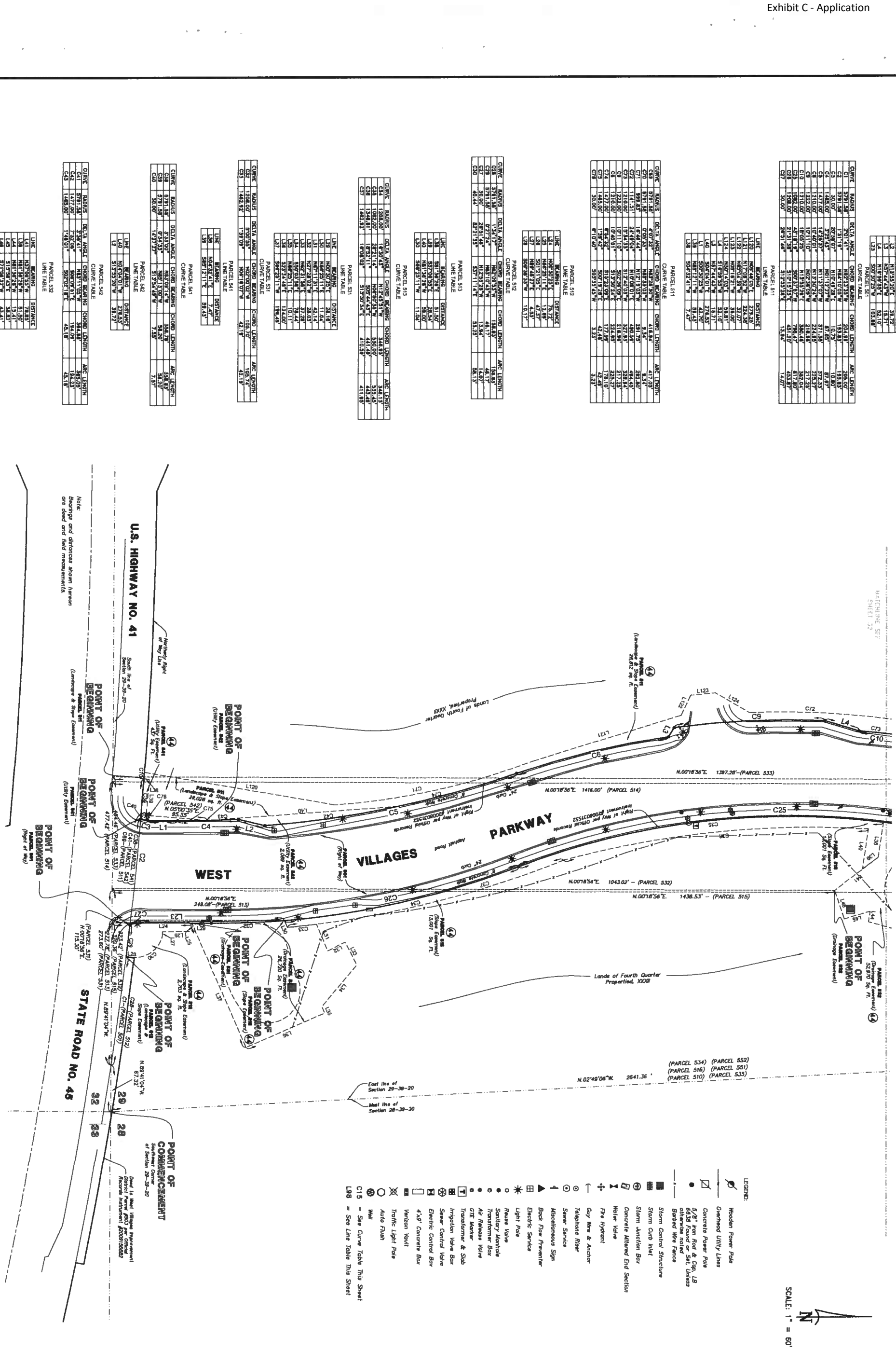
LINE	BEARING	DISTANCE
L40	N04°04'01"W	274.53'
L2	S13°55'20"W	38.72'

PARCEL 542
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C41	3791.58'	3°39'08"	N83°10'17"W	384.58'	385.05'
C42	1477.00'	4°48'01"	N85°02'19"W	123.87'	123.91'
C43	1485.00'	1°46'01"	S85°02'19"E	45.18'	45.18'

PARCEL 552
LINE TABLE

LINE	BEARING	DISTANCE
L41	N37°06'55"W	78.83'
L38	N81°58'28"W	51.50'
L44	N81°58'28"W	13.41'
L45	S15°58'43"E	38.82'
L48	S71°06'57"W	43.41'



MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY DETAILS SEGMENT "B"

SHEET 31

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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606 Cypress Avenue Venice Florida 34285
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Email: bsi@brittsurveying.com

PARCEL 501
LINE TABLE

LINE	BEARING	DISTANCE
L5	N 72°33'17" W	12.23'
L6	N 17°26'43" E	88.00'
L7	N 00°01'34" W	28.83'
L8	N 13°26'09" E	51.42'
L9	N 00°01'34" W	718.58'
L22	S 00°01'34" E	713.58'

PARCEL 501
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C10	1210.00'	16°08'23"	N 13°35'29" E	380.46'	382.04'
C11	30.00'	85°31'28"	N 24°47'53" W	44.42'	50.02'
C12	1070.00'	16°34'49"	N 68°26'10" E	308.59'	309.58'
C13	1070.00'	16°34'49"	N 51°51'21" E	308.59'	309.58'
C24	1210.00'	22°18'43"	S 11°07'48" W	468.32'	471.19'
C25	1082.00'	35°18'18"	S 00°37'37" W	788.47'	801.80'

PARCEL 511
LINE TABLE

LINE	BEARING	DISTANCE
L123	S89°04'22"E	13.48'

PARCEL 511
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C72	1141.91'	24°49'04"	N10°08'01"E	490.59'	494.45'
C73	1210.00'	15°34'33"	S12°46'03"W	327.83'	328.84'

PARCEL 514
LINE TABLE

LINE	BEARING	DISTANCE
L107	N 89°04'22" W	11.91'
L108	N 18°54'07" E	9.10'
L109	N 28°47'53" W	49.68'
L110	N 06°14'28" E	43.24'
L111	N 12°13'58" E	66.57'
L112	N 18°15'58" E	22.20'
L113	N 82°18'49" E	54.10'
L114	N 00°01'11" E	280.41'
L115	N 00°03'48" E	497.81'
L9	S 00°01'34" E	718.58'
L8	S 13°26'09" W	51.42'
L7	S 00°01'34" E	23.83'
L6	S 17°26'43" W	88.00'
L5	S 72°33'17" E	12.22'

PARCEL 514
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C69	2124.42'	7°44'27"	N 08°48'00" E	286.78'	287.01'
C12	1070.00'	13°23'30"	S 06°40'09" W	249.52'	250.09'
C13	1070.00'	3°11'19"	S 00°24'13" W	43.91'	43.91'
C67	1210.00'	1°34'03"	S 22°11'10" W	33.10'	33.10'

PARCEL 515
LINE TABLE

LINE	BEARING	DISTANCE
L44	N 72°33'17" W	711.89'
L22	N 00°01'34" W	713.39'
L53	S 00°34'18" W	400.03'
L54	S 00°01'34" E	380.07'
L55	N 89°15'51" W	0.07'

PARCEL 515
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C46	1210.00'	19°33'21"	N 09°45'05" E	410.89'	412.99'
C53	1043.67'	20°19'30"	S 10°13'53" W	368.29'	370.23'

PARCEL 532
LINE TABLE

LINE	BEARING	DISTANCE
L43	S 72°33'17" E	114.38'
L42	S 19°48'23" W	316.58'

PARCEL 532
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C44	1082.00'	1°37'08"	N 14°48'34" E	281.35'	282.35'
C45	1210.00'	2°45'22"	N 20°54'26" E	58.20'	58.20'

PARCEL 533
LINE TABLE

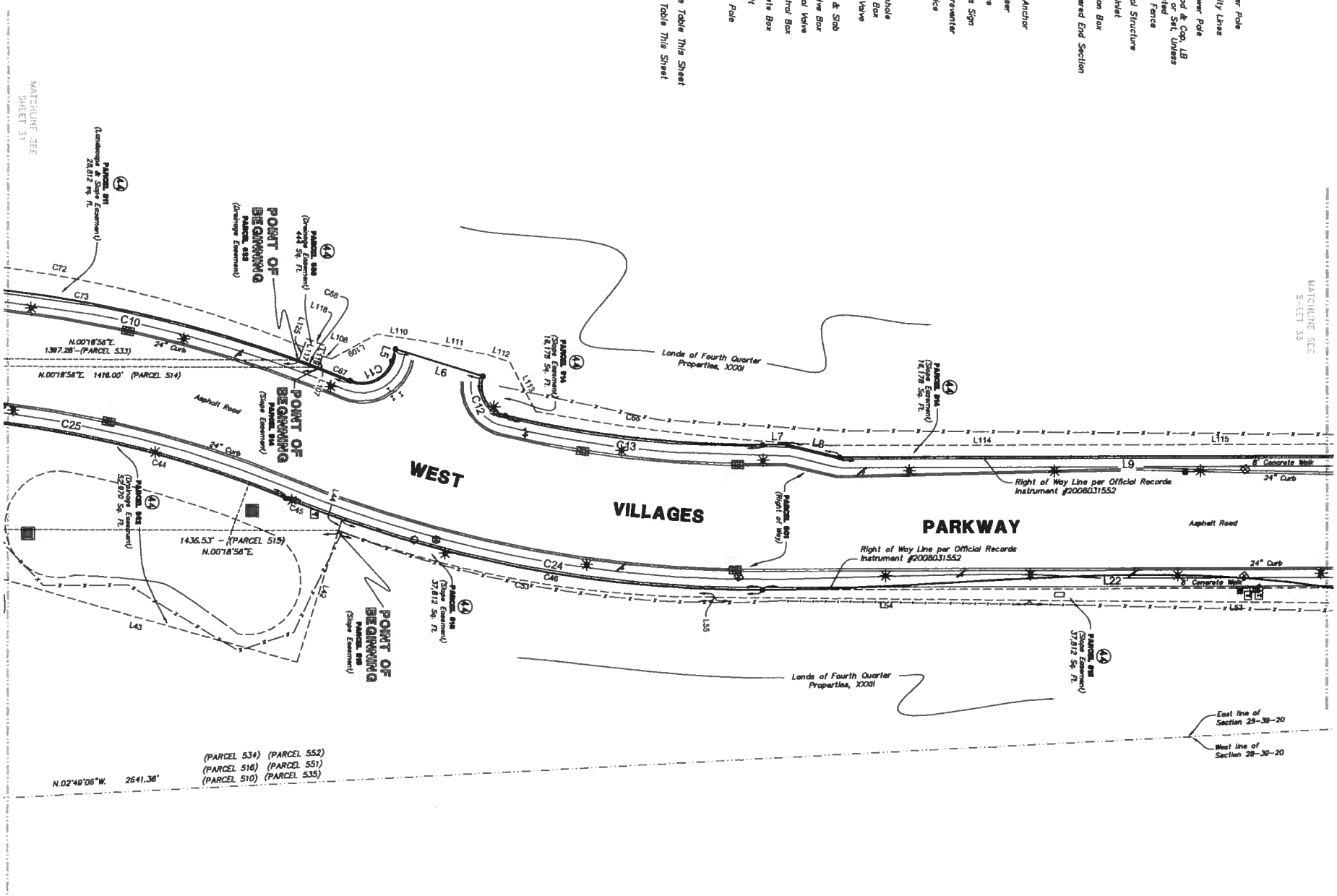
LINE	BEARING	DISTANCE
L117	N 69°04'22" W	22.21'
L118	N 20°55'44" E	20.00'
L119	S 69°04'22" E	22.21'

PARCEL 533
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C88	1210.00'	0°56'49"	S 20°55'44" W	20.00'	20.00'

LEGEND:

- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted
- Barbed Wire Fence
- Storm Control Structure
- Storm Curb Inlet
- Storm Junction Box
- Concrete Mitered End Section
- Water Valve
- Fire Hydrant
- Guy Wire & Anchor
- Telephone Riser
- Sewer Service
- Miscellaneous Sign
- Back Flow Preventer
- Electric Service
- Light Pole
- Reuse Valve
- Sanitary Manhole
- Transformer Box
- Air Release Valve
- GTE Marker
- Irrigation Valve Box
- Transformer & Slab
- Sewer Control Valve
- Electric Control Box
- 4'x9' Concrete Box
- Verizon Vault
- Traffic Light Pole
- Auto Flush
- Well
- C15 = See Curve Table This Sheet
- L98 = See Line Table This Sheet



Note:
Bearing and distance shown hereon are deed and field measurements.

SCALE: 1" = 60'

SHEET 32

MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY DETAILS SEGMENT "B"

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PARCEL 501
LINE TABLE

LINE	BEARING	DISTANCE
L9	N00°01'54"W	719.38'
L10	N90°00'00"W	17.33'
L11	S89°48'27"W	293.06'
L12	N00°28'49"E	124.04'
L13	N32°27'01"E	384.00'
L14	N35°48'01"E	27.89'
L15	S89°48'01"W	21.94'
L17	N35°27'01"E	40.18'
L18	S44°27'18"E	194.60'
L19	N35°10'42"E	1037.36'
L21	S35°10'42"W	1037.36'
L22	S00°01'54"E	713.39'

PARCEL 501
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C14	145.00'	10°10'57"	N05°10'44"W	25.74'	25.77'
C15	68.00'	16°37'33"	N18°34'59"W	19.66'	19.73'
C16	1079.00'	8°41'03"	N10°34'28"E	163.39'	163.54'
C17	178.00'	24°18'17"	N25°80'58"E	74.10'	74.46'
C18	1210.00'	1°32'57"	N18°38'38"E	32.71'	32.71'
C19	1210.00'	9°04'34"	N48°38'28"E	191.47'	191.67'
C20	1082.00'	34°28'58"	S38°57'14"W	640.60'	650.35'
C21	163.00'	37°28'20"	S00°00'24"E	104.71'	106.60'
C22	104.00'	56°11'07"	S09°20'54"E	101.51'	105.81'
C23	198.00'	37°28'08"	S18°42'28"W	127.19'	128.48'

PARCEL 510
LINE TABLE

LINE	BEARING	DISTANCE
L10	N90°00'00"E	17.33'

PARCEL 510
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C18	1210.00'	1°32'57"	S18°38'38"W	32.71'	32.71'
C17	178.00'	24°18'17"	S25°80'58"W	74.10'	74.46'
C84	1079.00'	9°18'13"	N17°34'07"E	99.84'	99.88'

PARCEL 514
LINE TABLE

LINE	BEARING	DISTANCE
L113	N90°00'00"E	407.81'
L114	N37°04'38"E	6.43'
L9	S00°01'38"E	716.98'

PARCEL 514
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C46	1079.00'	5°40'01"	N04°23'57"E	84.04'	89.06'
C15	68.00'	16°37'33"	S18°34'59"E	19.66'	19.73'
C14	145.00'	10°10'57"	S05°10'44"E	25.74'	25.77'

PARCEL 515
LINE TABLE

LINE	BEARING	DISTANCE
L125	S00°01'54"E	713.39'
L126	N90°00'00"E	17.33'
L48	S89°48'27"W	448.10'
L49	S32°43'54"W	288.62'
L50	S09°33'22"E	69.41'
L52	S01°01'51"W	104.73'
L53	S00°38'16"W	400.03'

PARCEL 515
CURVE TABLE

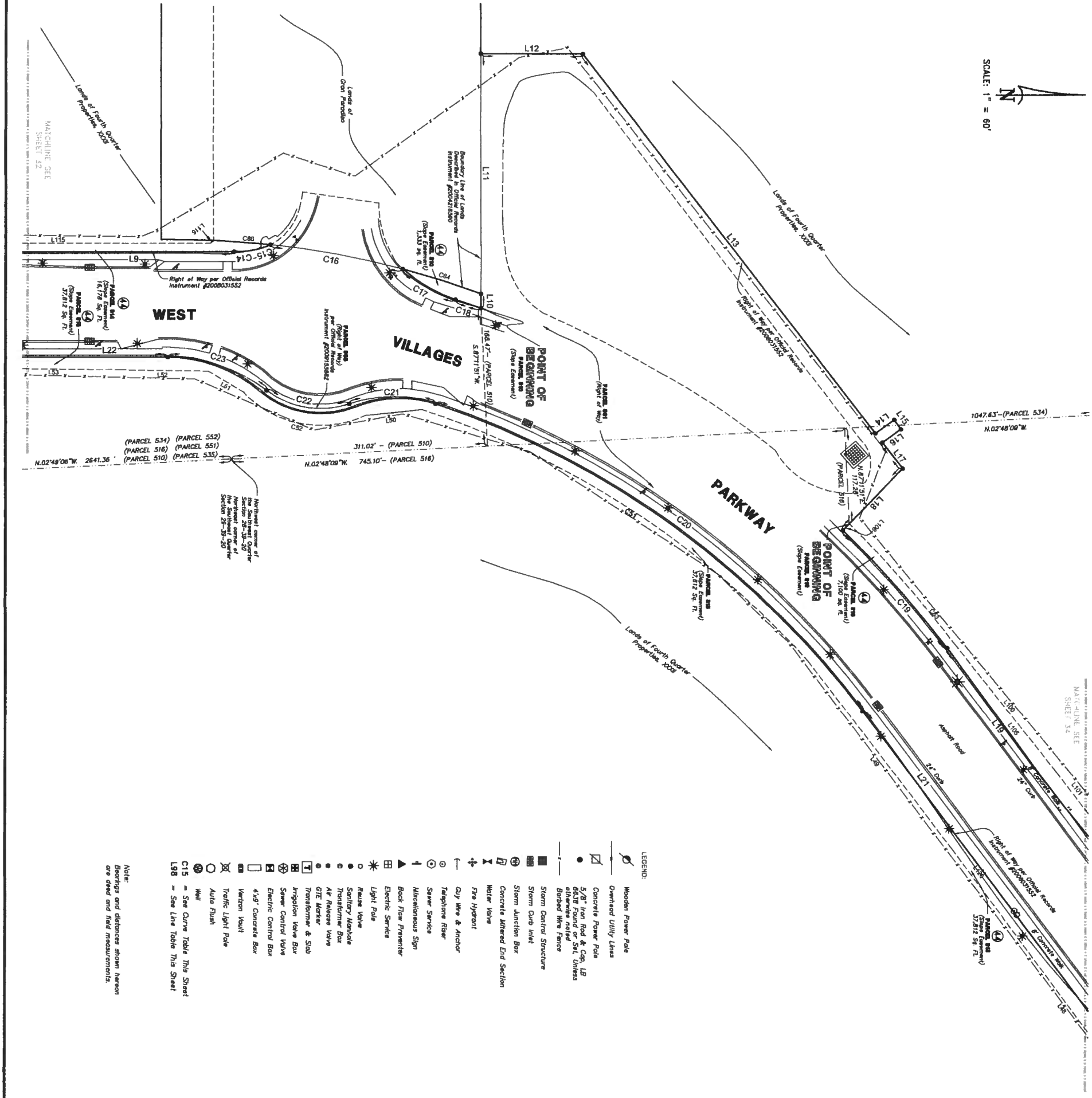
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C53	198.00'	37°28'08"	N18°42'28"E	127.19'	128.48'
C52	104.00'	56°11'07"	N09°20'54"E	101.71'	102.01'
C21	163.00'	37°28'20"	N00°00'24"W	104.71'	106.60'
C20	1082.00'	34°28'58"	N38°57'14"E	640.60'	650.35'
C51	1090.21'	29°48'48"	S33°13'23"W	560.32'	566.98'
C50	128.90'	71°48'48"	S10°58'42"W	150.68'	160.99'
C53	1043.87'	20°19'50"	S10°13'53"W	368.29'	370.23'

PARCEL 516
LINE TABLE

LINE	BEARING	DISTANCE
L100	N51°44'30"E	156.88'
L101	N62°32'12"E	110.89'
L105	S35°10'42"W	341.92'
L106	N44°22'16"W	11.18'

PARCEL 516
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C83	1336.00'	8°20'13"	N48°57'48"E	184.69'	184.83'
C19	1210.00'	9°04'34"	S48°38'28"W	191.47'	191.67'



LEGEND:

- Wooden Power Pole
- Overhead Utility Lines
- Concrete Power Pole
- 5/8" Iron Rod & Cap, LB 6638 Found or Set, Unless otherwise noted
- Barbed Wire Fence
- Storm Control Structure
- Storm Curb Inlet
- Storm Junction Box
- Concrete Mitered End Section
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- Fire Hydrant
- Guy Wire & Anchor
- Telephone Riser
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- Miscellaneous Sign
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- Electric Service
- Light Pole
- Reuse Valve
- Sanitary Manhole
- Transformer Box
- Air Release Valve
- GTE Marker
- Transformer & Slab
- Irrigation Valve Box
- Sewer Control Valve
- Electric Control Box
- 4'x9' Concrete Box
- Verizon Vault
- Traffic Light Pole
- Auto Flush
- Well
- C15 = See Curve Table This Sheet
- L98 = See Line Table This Sheet

Note:
Bearings and distances shown hereon are deed and field measurements.

SHEET 33

MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY DETAILS SEGMENT "B"

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Exhibit C - Application

SCALE: 1" = 60'

PARCEL 501
LINE TABLE

LINE	BEARING	DISTANCE
L19	N 53°10'42" E	1057.67'
L20	S 36°49'13" E	128.00'
L21	S 53°10'42" W	1057.58'

PARCEL 515
LINE TABLE

LINE	BEARING	DISTANCE
L128	N53°10'42"E	858.42'
LA7	S36°49'18"E	17.85'
L48	S53°38'29"W	488.10'

PARCEL 516
LINE TABLE

LINE	BEARING	DISTANCE
L101	N32°32'12"E	110.58'
L102	N36°49'18"W	9.44'
L103	N53°10'42"E	30.99'
L104	S36°49'18"E	25.86'
L105	S53°10'42"W	341.92'

PARCEL 534
LINE TABLE

LINE	BEARING	DISTANCE
L95	N36°49'18"W	121.00'
L96	N51°15'32"E	601.92'
L97	S40°12'06"E	18.72'
L98	S48°47'54"W	11.48'
L99	S36°50'07"E	97.83'
L99	S53°10'42"W	568.26'

PARCEL 534
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C82	24.00'	86°38'01"	S06°28'53"W	32.93'	36.29'

PARCEL 535
LINE TABLE

LINE	BEARING	DISTANCE
L53	N53°10'42"E	389.14'
L54	S36°48'13"E	31.00'
L55	S83°10'42"W	22.71'
L56	N36°49'18"W	16.00'
L57	S53°10'42"W	124.98'
L58	S36°49'18"E	97.40'
L59	S53°10'42"W	241.42'
L60	N36°49'18"W	112.40'

PARCEL 551
LINE TABLE

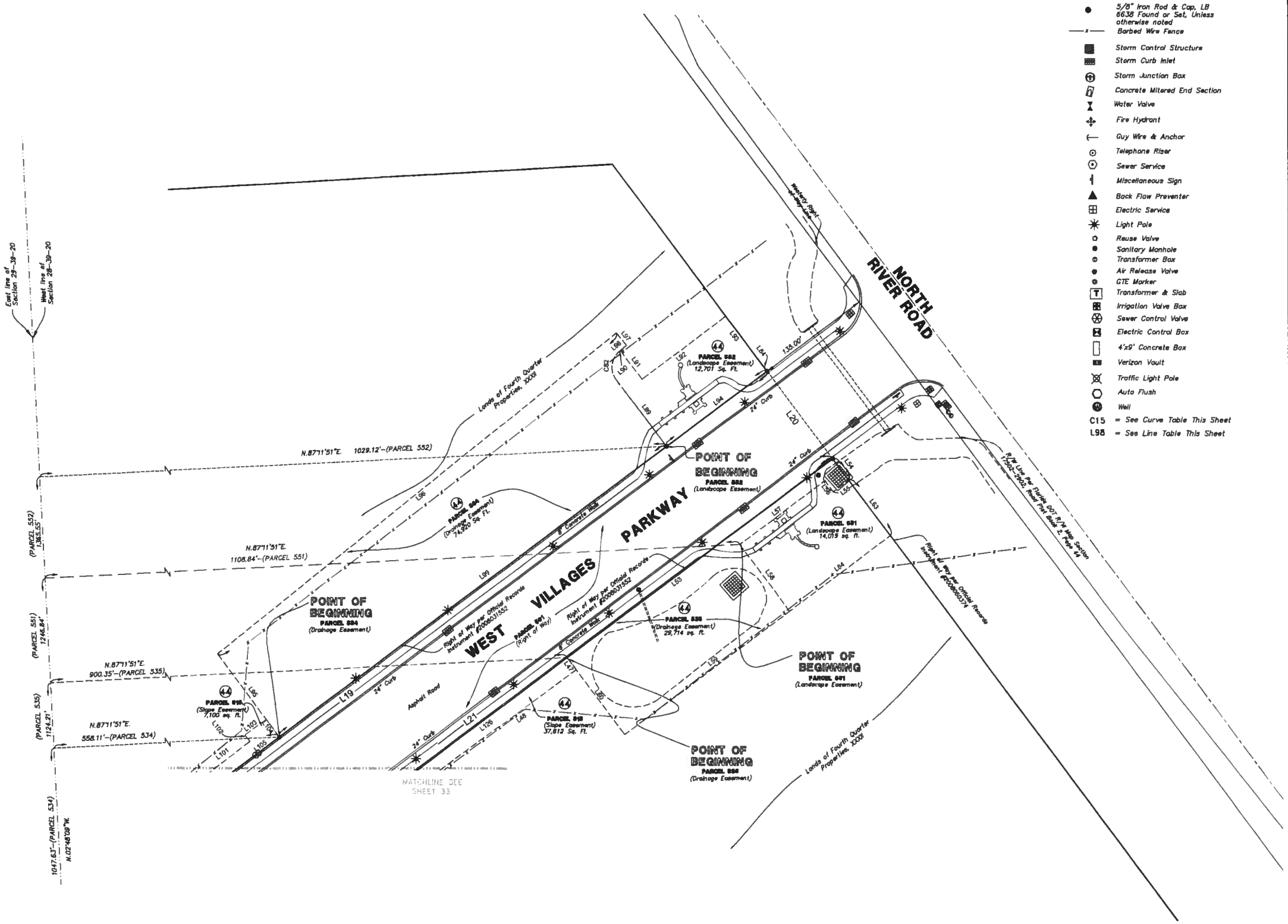
LINE	BEARING	DISTANCE
L57	N53°10'42"E	124.98'
L58	S36°49'18"E	15.99'
L55	N53°11'17"E	22.71'
L53	S36°48'13"E	81.40'
L54	S83°10'42"W	147.82'
L58	N36°49'18"W	97.40'

PARCEL 552
LINE TABLE

LINE	BEARING	DISTANCE
L99	N36°50'07"W	97.83'
L60	N49°47'54"E	1.85'
L91	S36°49'18"E	41.91'
L92	N53°10'42"E	123.17'
L53	S36°48'13"E	79.99'
L94	S53°10'42"W	147.50'

PARCEL 552
CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C82	24.00'	86°38'01"	N06°28'53"E	32.93'	36.29'



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MAP OF BOUNDARY SURVEY
THOMAS RANCH
WEST VILLAGES PARKWAY DETAILS SEGMENT "B"

SHEET
34

PROJECT NARRATIVE, JUSTIFICATION, AND ANALYSIS

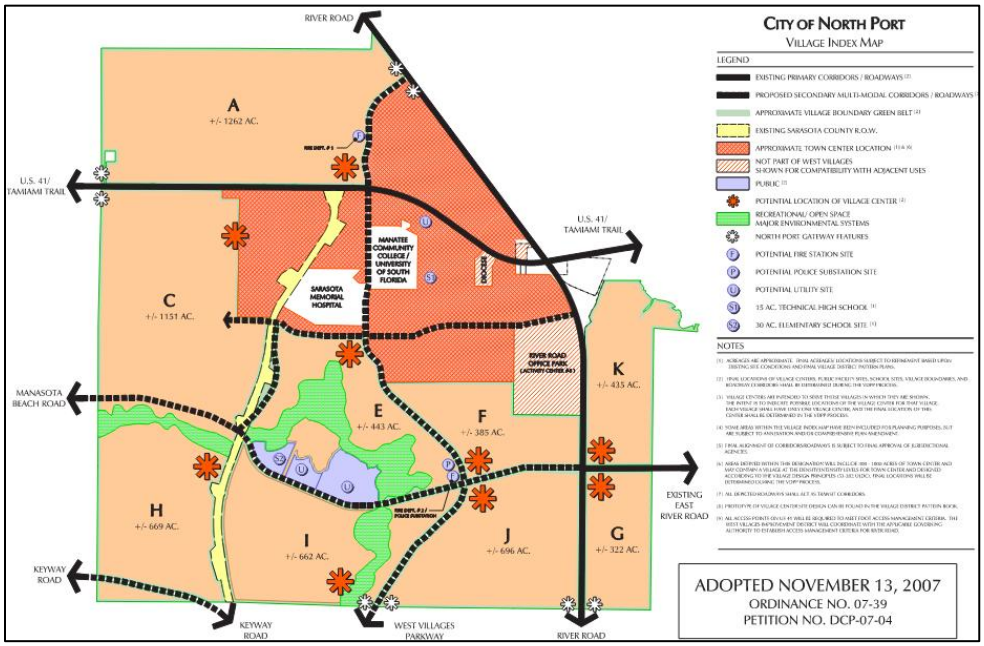
I. PROPERTY, APPLICATION, AND PROJECT OVERVIEW

A. The Winchester Property

Winchester Florida Ranch, LLLP, a Florida limited liability limited partnership (**"Winchester"**), is the owner of the real property located in unincorporated Sarasota County, Florida (the **"County"**), comprising approximately 3,148 acres, more or less, generally identified by Sarasota County PID Nos. 0821001000, 0821003000, 0825001000, 0827001000, 0829001000, 0830001000, 0831001000, 0833001000, and 0833001001, and as generally depicted on the Location Map included within Appendix A (the **"Winchester Property"**). A Map Series Package of all maps related to this project may be found within Appendix A submitted with this application.

The Winchester Ranch at Wellen Park Critical Area Plan (the **"Winchester Ranch CAP"** or the **"CAP"**; discussed in further detail below) includes approximately 3,855.58 acres, while the acreage of the Winchester Property that is the subject of this Large-Scale Comprehensive Plan Amendment Application (**"CPA"**) is approximately 3,148 acres. Although all lands subject to this CPA are within the CAP boundary, there are some lands within the CAP boundary that have been excluded from this CPA because they are not owned by Winchester.

The Winchester Property is bounded by the City of North Port (**"North Port"**) to the north and east. Within North Port is the development of the West Villages. The West Villages have an improvement district, the West Villages Improvement District (the **"District"** or **"WVID"**), which is an independent special district created by Chapter 2004-456, *Laws of Florida*, as amended, pursuant to Chapter 189, *Florida Statutes*. The map below shows the West Villages with each Village broken out, designated by letter. The Winchester Property is located contiguously and along the southern perimeter of the West Villages and is included in the territorial boundaries of the District. The District is responsible for partnering with landowners (and other appropriate governmental entities) to examine the need for certain public infrastructure, and addressing the funding, planning, design, permitting, and construction of such public infrastructure.



B. Sarasota County Charter Requirement

Winchester has filed an application with North Port to voluntarily annex the Winchester Property into North Port (the **"Annexation Application"**). The Record Number for the Annexation Application is PAX-25-01290.

Section 3.3B(1) of the Sarasota County Charter, requires that in order for property lying outside the Urban Service Area as shown on the Future Land Use Map of Sarasota County dated November 2006 (the **"2006 FLUM"**) to be annexed into a municipality, the municipality must file an application to amend the Sarasota County Comprehensive Plan (the **"Comprehensive Plan"**) to change the Future Land Use Designation on property that is being annexed. The 2006 FLUM is included within Appendix A. Since the Winchester Property lies outside the Urban Service Area on the 2006 FLUM, Winchester, on behalf of North Port and itself, is seeking an amendment to the Sarasota County Comprehensive Plan to apply the Moderate Density Residential ($\geq$ 2 and < 5 DUs /acre) and Major Employment Center Future Land Use Designations to the Winchester Property. The current Future Land Use Designations of the Winchester Property are Rural, Semi-Rural, Moderate Density Residential ($\geq$ 2 and < 5 DUs /acre), and Major Employment Center.

The Annexation Application currently shows that the entirety of the Winchester Property will be annexed into North Port. However, as addressed below, to comply with the requirements of Chapter 171, *Florida Statutes*, certain small portions of the Winchester Property will not be annexed into North Port and will remain in the County. In particular, on the east side of S. River Road, there are two parcels of property owned by the County (Sarasota County PID Nos. 0821002000 and 0834001000), both of which are stormwater facilities completely surrounded by the Winchester Property. To comply with the requirements of Chapter 171, *Florida Statutes*, the small strips of the Winchester Property between the two parcels of property owned by the County and S. River Road will likely remain in the County. Nevertheless, to ensure consistency in the Future Land Use Designations of the entirety of the Winchester Property, this CPA includes the entirety of the Winchester Property. Additionally, no portions of S. River Road or Winchester Boulevard adjacent to the Winchester Property will be annexed into North Port; these portions of S. River Road and Winchester Boulevard will remain in the County.

C. Project History

The County has contemplated and supported the framework for development within the Winchester Property since at least 2014. The Winchester Property was formerly located within the Future Urban Area, which was a special designated area where growth and development was anticipated. There have been many necessary steps taken thus far to reach the goal of ultimately developing the Winchester Property. The history section below offers a timeline and summary of these steps. There are additional approvals that will need to occur before any development commences within the Winchester Property, such as a comprehensive plan amendment and a rezoning (applications to be filed later with North Port). All Ordinances referenced in this narrative can be found in Appendix B submitted with this application.

- Englewood Area Sector Plan
  The Sarasota County Board of County Commissioners (the **"Board"**) approved the Englewood Area Sector Plan No. 85-1-SP by adopting Resolution No. 86-480 on October 21, 1986. A portion of the Winchester Property is within the Englewood Area Sector Plan.

- Pine Street, Dearborn Street, South River Road Sector Plan
  The Pine Street/Dearborn Street/South River Road Sector Plan was adopted on June 14, 1994, by Ordinance No. 93-059. Approximately 1,477 acres of the Winchester Ranch CAP are located within this Sector Plan No. 89-01-SP. As outlined in Attachment "G" of the supporting documents for the Winchester Ranch CAP, the adopting ordinance for the Winchester Ranch CAP will

supersede the Pine Street, Dearborn Street and South River Road Sector Plan. A review of the Pine Street, Dearborn Street and South River Road Sector Plan Conditions for Development Approval found that many of the Conditions for Development Approval are not applicable to the Winchester Property and were superseded by the CAP.

- 2015 CPA (setting up the foundation for Winchester Ranch CAP)
  On December 8, 2015, the Board approved Comprehensive Plan Amendment (CPA) 2015-B by adopting Ordinance No. 2015-067. This ordinance amended Chapter 9 of the Comprehensive Plan relating to Future Land Use Policies and support text for the Future Urban Area. Approval of this amendment allows a residential density to increase to 1.99 units/acre for those properties that are within the Future Urban Area, and the blending of densities across the Future Urban Service Area and Urban Service Area subject to an approved Critical Area Plan. The purpose of this requested CPA was to establish a framework for creating the Winchester Ranch CAP. In summary, there were three concepts considered when approving this amendment:

  1. The County recognized the subject Future Urban Area was eligible for the Critical Area Planning program/process;
  2. Allowed for the subject Future Urban Area to be eligible for up to 1.99 units/acre with the adoption of the CAP; and
  3. The Future Urban Area became eligible for a blending of residential land use density from adjacent common ownership lands located inside the County's Urban Service Area Boundary.

- 2018 Scope of Work for the Winchester Ranch CAP
  The Board adopted Resolution 2018-184 for the Boundaries and Scope of Work for the Winchester Ranch CAP. This scope outlines ten (10) elements Winchester needed to include with their study when submitting their request for the CAP. The Scope of Work elements were intended to ensure consistency with the Comprehensive Plan by providing an area-wide assessment of historical, environmental, drainage, transportation systems, and other urban services and facilities within the CAP study area, assessing future development potential within the Study Area, ensuring compatibility with surrounding development, and ensuring that the necessary services and infrastructure would be available to serve the development within the Study Area.

- Winchester Ranch at Wellen Park CAP 2021
  As previously mentioned, the Winchester Property is located within the Winchester Ranch CAP. The CAP was approved on April 21, 2021, by adoption of Ordinance No. 2021-014. There are two parts to the Winchester Ranch CAP, including the Winchester Ranch at Wellen Park Index Map Series and Conditions for Development Approval. Additional information about the Winchester Ranch CAP is included in the Analysis Section below.

- 2021 EAR-based Comp Plan Amendment moving the USB
  On June 9, 2021, the Board adopted Ordinance No. 2021-023 approving Comprehensive Plan Amendments based upon the evaluation and appraisal of the Comprehensive Plan.

  The Evaluation and Appraisal Report (EAR) is a State-mandated review of the Comprehensive Plan to include legislative changes/updates. At minimum, every seven (7) years, pursuant to Rule Chapter 73C-49, Florida Administrative Code, local governments evaluate if there is a need to amend their Comprehensive Plans to reflect changes in state requirements and changing conditions within the County since the last Comprehensive Plan update.

One of the amendments included in this EAR cycle was an amendment to eliminate the Future Urban Area. As previously explained, the Winchester Property was within the Future Urban Area. The 2006 Future Land Use Map shows the Future Urban Area as a dashed line. This EAR cycle included an evaluation of eliminating the Future Urban Area; however, the Sarasota County Charter (Section 2.2A (2) (1)) states: if adding lands outside the Urban Service Area boundary to the Urban Service Area, these lands shall be fiscally neutral and shall require the unanimous affirmative vote of the full membership of the County Commission (Board).

As such, the County contracted with a consultant to conduct the required Fiscal Neutrality Analysis. A conclusion of fiscal neutrality was reached with each department or district included in the scope of the analysis. As such, this amendment brought the Winchester Ranch at Wellen Park CAP into the Urban Service Area.

- Year 2040 Future Thoroughfare Plan Amendment
  On October 25, 2022, the Board adopted Ordinance No. 2022-045, amending Maps 10-8 and 10-9 of the 2040 Future Throughfare Plan of the Future Land Use Chapter of the Comprehensive Plan.

  The following roadways, relevant to the Winchester Ranch CAP, are shown on the Sarasota County Year 2040 Future Thoroughfare Plan and included in Table 10-5 within Ordinance No. 2022-045.

  - River Road – 4-lane major arterial
  - Preto Boulevard[1] – 4-lane major arterial
  - Keyway Road – 4-lane major arterial
  - Winchester Boulevard – 4-lane major arterial

II. Analysis

As detailed below, the proposed amendment is consistent with: (1) the Winchester Ranch CAP (No. 2018-01-SP) adopted by the Sarasota County Board of County Commissioners on April 21, 2021, by way of Ordinance No. 2021-014, (2) the currently adopted Future Land Use Map (the **"FLUM"**), which shows the Winchester Property entirely within the Urban Service Area and no longer in the Future Urban Service Area, and (3) the 2050 RMA Map which shows the Winchester Property as Urban/Suburban RMA and Economic Development RMA. The FLUM and the 2050 RMA Map are both provided within Appendix A.

A. Winchester Ranch CAP

1. Overview

The Winchester Ranch at Wellen Park CAP was designed to encourage a form of development that is consistent with the larger West Villages Improvement District, which extends across jurisdictions into North Port. The District encourages development that allows a variety of land uses, respects native habitats, and provides a transition of land uses with proper timing and location of adequate public facilities. One of the aims of the Winchester Ranch CAP is to foster well-planned development at the right location, and at densities and intensities adequate to support the extension of necessary public facilities and services, including potable water, wastewater, reuse water, parks, libraries, schools, emergency services, roads, bicycle and pedestrian access and transit service.

The Winchester Ranch CAP includes an Index Map Series. Shown on Figure 2 of the Index Map Series is the Future Land Use Plan (Map), The outcome of the CAP was dividing the CAP area into nine (9)

[1] Preto Boulevard is referred to as Pine Street in Updated Table No. 10-5, Future Thoroughfare Plan Roads

communities. Three (3) of these nine (9) communities contain Commercial Uses, and one (1) also includes major Industrial/Warehouse uses. The second page of Figure 2 is a Table showing the allocated development per community and general notes. Other maps included in the Index Map Series are the CAP Boundary Map, Transportation and Infrastructure Plan, and an Environmental Features Map.

The Winchester Ranch CAP also includes Conditions for Development Approval. It is important to note that the adopted CAP is not a "development order" and does not by itself permit development on the property. The conditions are intended to be used in evaluating and coordinating all future requests for development approvals for all lands within the CAP. The conditions are organized by discipline, with general conditions first. A series of modifications to the Sarasota County Unified Development Code (the **"UDC"**) were requested and approved as part of the CAP. These modifications are included in the "General" section.

The CAP also established a set number of residential dwelling units not to exceed 8,999 units, a maximum of 100,000 square feet of Industrial/Warehouse uses, and a maximum of 100,000 square feet of Commercial uses (see Figure 2 in Ordinance No. 2021-014). A development tracking chart is required to be submitted with every Site Development (S&D) submittal to the County.

2. Boca Royale East

Since the adoption of the CAP, only one entitlement project has been processed within the Winchester Ranch CAP, known and referred to as "Boca Royale East". Notably, Boca Royale East is not owned by Winchester and is not included in this CPA. Boca Royale East is located on the west side of the CAP and indicated on the Surrounding Development Map (Appendix A).

The Board adopted Ordinance No. 2022-095, approving Rezone Petition No. 21-25 Boca Royale East. The project was approved for 825 residential units. To date, only one S&D (23 111441 00 DS) application for Boca Royale East has been submitted and approved for Phases 1A-1C. A development tracking chart was included in the submittal showing development for 825 units and how many units are allocated per phase.

3. Myakka Pines (Esplanade at Myakka Pines)

As shown on the Surrounding Development Map, the Myakka Pines development is generally located within the northeast portion of the CAP. This development is not included in the CAP, nor is it part of this CPA or the Winchester Property. The Board previously adopted Ordinance No. 2023-019 for Myakka Pines, approving Rezone Petition No. 22-50 for 677 residential units.

Shown on the Annexation Area Map is Tract F. Tract F was previously included in the CAP boundary but has since been removed. This tract belongs to the Myakka Pines development to be used as an additional access point from the Future West Villages Parkway Expansion (as shown on Map C-1 Master Land Use Plan within Ordinance No. 2023-019).

4. Environmental

In June 2019, Environmental Consulting and Technology, Inc. (**"ECT"**) assembled an Environmental Assessment Report (found within Appendix C to this CPA) of the Winchester Ranch CAP in compliance with the Scope of Work (Ordinance No. 2018-184) for the CAP. The report includes a soils survey, habitats and land uses (uplands and wetlands and surface waters), listed species, and a variety of maps. In Appendix A, Figure 4 – Sarasota County Native Habitat Map shows that most of the Winchester Property is identified as "Other Non-Native/Agricultural Uses". At time of rezone, a more detailed map will be provided and will be consistent with all applicable regulations.

5. Utilities

When the Winchester Ranch CAP was originally proposed, it was contemplated that water, wastewater, and reuse water utility services for the Winchester Property would be provided by Englewood Water District (**"EWD"**). Despite knowing of Winchester's intention to develop the Winchester Property since at least 2018 and knowing of Winchester's corresponding needs for water, wastewater, and reuse water services, EWD has taken no meaningful steps toward servicing the Winchester Property. EWD lacks the property, permits, infrastructure, funding, and water source to serve Winchester Property. While EWD is unable to deliver utility services in accordance with Winchester's scheduled development program, North Port is standing by and is ready, willing, and able to provide water, wastewater, and reuse water utility services to the Winchester Property. North Port's ability to serve the Winchester Property is a significant driving factor in Winchester's decision to voluntarily annex the Winchester Property into North Port.

Sarasota County Utilities Staff indicated in the DRC pre-application comments that Winchester should provide to the County at the time of permitting a Letter of Service Availability from North Port. It has been confirmed with County staff that no letter from North Port is needed in connection with this CPA.

6. Stormwater

As indicated in the CAP Application, the majority of Winchester Ranch is located within the Lemon Bay Watershed and specifically Gottfried Creek and Ainger Creek drainage basins. The northern-most portion of Winchester Ranch (east of the Myakka Pines Golf Course) is located within the Lower Myakka drainage basin of the Myakka River Watershed.

The Stormwater Analysis shows that stormwater runoff for the Winchester Property flows in three different directions. All stormwater runoff from the Winchester Property discharges into either Myakka River or Lemon Bay. Most of the runoff discharges into Lemon Bay.

Per Sarasota County Code, the final determination of stormwater drainage concurrency is deferred to the time of Preliminary Subdivision Plan Approval. After the Winchester Property is annexed into North Port, all stormwater standards will be met in accordance with the North Port Unified Land Development Code and other applicable regulations.

7. Schools

The Sarasota County School Board reviewed the Winchester Ranch CAP in 2021 based on the proposed residential units (8,999 units). Winchester Ranch is located within the Englewood Elementary School district. SKY Academy Englewood Charter School is located less than a mile south of Winchester Ranch, and Taylor Elementary School is located approximately 2.5 miles north.

Sarasota County and Charlotte County School Districts have an interlocal agreement allowing Charlotte County students to use Sarasota County's Englewood Elementary School, and Sarasota County students to use Charlotte County's middle and high schools.

At time of the CAP approval, the School Board's Analysis indicated an estimated 2,400 students will be generated by development of the CAP. This included the whole CAP boundary, which is larger than the Winchester Property.

A School Impact Analysis Application for a preliminary capacity review was submitted to the Sarasota County School Board on May 9, 2025. The Letter of Receipt Number 25-038R is being submitted as a part

of this application. Because this is a CPA Application, final development totals have not yet been determined. Another School Capacity Determination Letter will be submitted during the rezoning stage when the development types and locations are more certain.

8. Transportation

The Winchester Ranch at Wellen Park Critical Area Plan Transportation Analysis (the **"Transportation Analysis"**) was submitted in July 2020, reviewed and accepted by County transportation staff, and included within Appendix D to this CPA. The Transportation Analysis identified off-site roadway needs, as well as the required number of lanes for new thoroughfare plan roadways within the District.

The Transportation Analysis supported that the proposed conditions (development of the Winchester Ranch CAP) will create two (2) additional congested roadway segments and 12 additional severely congested roadway segments. Specific project related mitigation and timing of the mitigation is to be determined at the rezone stage.

The east side of the CAP is transversed by the existing River Road and small section of Winchester Boulevard, which are both County thoroughfares. Figure 3 – Conceptual Transportation and Infrastructure Plan, found within the CAP Ordinance (Ordinance No. 2021-014), shows the following thoroughfares within the CAP: West Villages Parkway, Preto Boulevard, and Keyway Road.

The Transportation Analysis concluded that the new thoroughfare plan roadway laneage proposed through the District will be able to adequately accommodate the traffic from Winchester Ranch. The analysis supports that the four-lane proposed Majcoll Avenue and Manasota Beach Road may not need to be widened to four (4) lanes and that the existing two (2) lanes will be able to support the proposed development.

On April 23, 2025, the Board directed staff to begin the process of amending the Thoroughfare Plan to eliminate a portion of Keyway Road from SR 776 to Preto Boulevard. As such, the Future Throughfare Plan (Appendix A) shows these limits in a light brown dashed line.

9. Buildout

Based on Winchester's current development program schedule, absorption rates, and other applicable metrics and assumptions, it is estimated that the Winchester Ranch CAP will be built out in approximately 2035.

10. Land Use Compatibility

As shown on the Surrounding Development Map, the Winchester Property is mostly vacant and/or under agricultural use. It is bounded on the south and west by urban development within unincorporated Sarasota County.

To the north is the Wellen Park Golf & Country Club of the West Villages. Both the West Villages in North Port and the Winchester Property are within WVID and have a common developer. It is anticipated that the Winchester Property will take on the same development form as the West Villages. Boca Royale and Boca Royale East are to the west of the Winchester Property, Myakka State Forest (a conservation area under public ownership and managed by the Florida Forest Service) is to the east, and the Englewood Sports Complex is to the south. There are also multiple small residential communities including Foxwood to the southwest, Englewood Farms to the south (east of Englewood Sports Complex), and Park Forest to the south. Most of the land uses adjacent to the Winchester Property are residential and recreational.

During the rezone stage of the Winchester Property, compatibility will be further refined as the plan will show additional details like developed area and open space, and all buffer and setback standards will be addressed.

11. Intergovernmental Coordination

When the CAP was established, there was a significant intergovernmental coordination effort. The Winchester Ranch CAP is located adjacent to North Port and the Myakka State Forest. It is within the District, and portions of the CAP are located within the geographic boundaries of EWD and the Englewood Community Redevelopment Area.

Again, When the Winchester Ranch CAP was originally proposed, it was contemplated that water, wastewater, and reuse water utility services for the Winchester Property would be provided by EWD. Despite knowing of Winchester's intention to develop the Winchester Property since at least 2018 and knowing of Winchester's corresponding needs for water, wastewater, and reuse water services, EWD has taken no meaningful steps toward servicing the Winchester Property. EWD lacks the property, permits, infrastructure, funding, and water source to serve Winchester Property. While EWD is unable to deliver utility services in accordance with Winchester's scheduled development program, North Port is standing by and is ready, willing, and able to provide water, wastewater, and reuse water utility services to the Winchester Property. North Port's ability to serve the Winchester Property is a significant driving factor in Winchester's decision to voluntarily annex the Winchester Property into North Port. Consequently, utilities coordination will primarily be with North Port.

B. Comprehensive Plan Consistency

The proposed amendment to the Future Land Use Map is consistent with and does not inhibit or obstruct any goals, objectives or policies of the Sarasota County Comprehensive Plan, is consistent with Chapter 163, *Florida Statutes*. Section 163.3177, *Florida Statutes*, requires Comprehensive Plans to establish meaningful and predictable standards for the use and development of land. Section 163.77(2), *Florida Statutes* also requires local Comprehensive Plan elements be coordinated and consistent. The following is a detailed consistency analysis in support of this CPA.

1. Land Use Element and Future Land Use Chapter of the Comprehensive Plan

The Land Use Element of the Comprehensive Plan is a fundamental guide for the County's physical growth. This element brings together all the various policies of the other elements of the Comprehensive Plan as applied to the land. It is through the integration of all these policies that a map, the Future Land Use Map, is created and established, depicting a desired pattern of land uses within the County. The Future Land Use Chapter presents a community vision for the county that provides guidance on how and where to build, rebuild, or which areas to preserve in the unincorporated areas. Applicable goals, objectives, and policies of the Future Land Use Chapter of the Comprehensive Plan are analyzed below.

<u>FLU GOAL 1</u>

Maintain a Future Land Use Map (FLUM) that depicts the location of the various land use categories based upon the environmental characteristics and transportation network of the county.

<u>FLU OBJ 1.1</u>

The FLUM shall consist of a map series depicting and supported by policy direction set forth within this and the other chapters of the Comprehensive Plan.

FLU POLICY 1.1.1

FLU Policy 1.1.1 – The Comprehensive Plan is intended to provide for the future use of land in Sarasota County and contemplates a gradual and ordered growth. The Future Land Use Map establishes a long-range maximum limit on the possible density and intensity of land use; it does not simultaneously establish an immediate minimum limit. The present use of land may, by the adopted Zoning Atlas, continue to be more limited than the future use designated on the Future Land Use Map (Map 7-3) based on special circumstances identified during project review. Special circumstances include, but are not limited to the following:

Consistency Analysis:

The Winchester Property was located within the Future Urban Area which was a designated area where future growth and development was anticipated. The Winchester Property is now located within the Urban Service Boundary and is within the Winchester Ranch at Wellen Park CAP. As explained in the History section above, CPA 2015-B was approved to allow a 1.99 unit/acre density for lands within the Future Urban Area, and the blending of densities across the Future Urban and Urban Service Area, contingent upon approval of a CAP. The CAP was approved in 2021. The purpose of the CAP is to encourage development in an orderly manner that promotes a pattern of development by allowing a greater variety of land uses. The CAP also established a set number of residential dwelling units not to exceed 8,999 units, a maximum of 100,000 square feet of Industrial/Warehouse uses, and a maximum of 100,000 square feet of Commercial uses. A development tracking chart is required to be submitted with every Site & Development (S&D) submittal to the County.

1. Site characteristics;

The Winchester Property is vacant. According to the Environmental Assessment Report, submitted with the CAP application and prepared by ECT in June of 2019, the Winchester Property is entirely characterized by native habitats and both intensive and passive agricultural lands. Agricultural uses consist of both improved and unimproved pastures. The Winchester Property also contains farm roads, an operations facility and pole barn that houses farming equipment for the day-to-day ranch operations, and a variety of draining features including farm ponds and cattle ponds.

2. Availability of necessary public infrastructure; and

The Winchester Property is located within the West Villages Improvement District, which is an independent special district created by Chapter 2004-456, Laws of Florida, as amended, pursuant to Chapter 189, Florida Statutes. Additionally, North Port will provide utility services to the Winchester Property. Sarasota County Utilities staff made a comment during the pre-application requesting the Applicant to send a Willingness to Serve Letter from North Port to Sarasota County Utilities at time of site development.

3. Compatibility with surrounding development patterns.

Areas surrounding the Winchester Property include Wellen Park Golf & Country Club to the north, Boca Royale and Boca Royale East to the west, Myakka State Forest to the east, and the Englewood Sports Complex to the south. There are also multiple smaller residential communities including Foxwood to the southwest, Englewood Farms to the south (east of Englewood Sports Complex), and Park Forest to the south. The majority of the land uses adjacent to the Winchester Property are primarily residential and recreational.

FLU POLICY 1.1.3 – The generalized land use categories depicted on the Future Land Use Map as expressed under Goal 2 of this chapter are intended to establish varying degrees of environmental protection and intensity of development, transitioning from the natural environment to the most intense developed areas by gradually increasing density and urban character.

Consistency Analysis:

The support documentation prepared in connection with the Winchester Ranch at Wellen Park CAP included a cultural resource assessment survey, an environmental assessment report, an inventory and analysis of existing and planned utility, stormwater, community services and transportation system, and an inventory and analysis of existing land, development potential and buildout potential within the CAP study area. Where appropriate, the information originally developed in support of the CAP has been updated to support the requested CPA, including the Environmental Features Map, was updated for the area subject to this CPA.

FLU OBJ 1.3

The FLUM shall primarily be implemented through the application of zoning and land development regulations.

FLU POLICY 1.3.4 – Applicants for land use amendments to the comprehensive plan, rezonings and special exceptions shall hold at least one advertised neighborhood workshop prior to the application being submitted to the Planning and Development Services Department. The purpose of the workshop shall be for the applicant and community to work collaboratively and discuss the nature of the proposed development, to solicit suggestions and concerns, and for rezonings and special exceptions to explain the development concept plan where applicable. Applicants will be financially responsible for one hundred percent of the costs associated with conducting the required workshops. Criteria shall be established for the content of these workshops, including time frames and notification requirements for the workshop.

Consistency Analysis:

A public workshop was held via Zoom on April 7, 2025, at 6 PM. Approximately 71 individuals were in attendance.

FLU GOAL 2

Maintain distinct land use categories that promote health, safety and welfare and minimize negative impacts posed by hazards, nuisances, incompatibility, and environmental degradation.

FLU POLICY 2.2.2 – Residential development in the Rural Area shall have a maximum density of one dwelling unit per five acres except as allowed by FLU Policy 4.3.1, Map 7-4 and FLU Policy 3.1.5.

FLU POLICY 2.2.3 – Residential development in the Semi-Rural Area shall have a maximum density of one dwelling unit per two acres except as allowed by FLU Policy 4.3.1, Map 7-4 and FLU Policy 3.1.5

Consistency Analysis:

When the CAP was prepared, approximately 79% of the CAP study area was located outside of the Urban Service Area and designated Semi-Rural and Rural. The balance of the CAP study area was within the Urban Service Area and designated Moderate Density Residential and Major Employment Center. The Winchester Property is subject to the adopted Winchester Ranch CAP which specifically allows for the

blending across the entire CAP study area pursuant to FLU Policy 3.1.6.

FLU OBJ 2.3

Maintain governing regulations for Residential land uses and protect the quality and integrity of established residential neighborhoods from adjacent incompatible development.

FLU POLICY 2.3.1 – Consistent with FLU Policy 1.1.1, residential densities within the Urban Service Areas shall be no greater than the density ranges as designated on the Future Land Use Map, unless otherwise specifically provided for by policy in this plan.

FLU POLICY 2.3.3 – Moderate Density Residential shall have a gross density equal to or greater than two dwelling units per acre and less than five dwelling units per acre.

FLU OBJ 2.6

Maintain governing regulations for Major Employment Center land uses.

FLU POLICY 2.6.4 – Major Employment Center areas as designated on the Future Land Use Map shall comply with the following:

- be located along major transportation and transit routes;
- possess adequate levels of infrastructure;
- be parcels that are large enough to ensure coordinated development and buffering; and
- be in proximity to the labor supply.

Consistency Analysis:

The Semi-Rural and Rural lands portions of the Winchester Property are subject to the adopted Winchester Ranch CAP. As such, changing the designation of the Semi-Rural and Rural lands portions of the Winchester Property to Moderate Density Residential will not increase the density or intensity of development. As adopted, a total of 8,999 residential units were permitted within the boundaries of the CAP. To date, one community has been permitted – Boca Royal East with 825 residential units, which leaves 8,174 residential units available within the Winchester Property that includes Moderate Density Residential and Major Employment Center designated lands. Additionally, the CAP placed limits the amount of industrial/warehouse and commercial uses that may be developed within the MEC designated lands and includes internal commercial within specific future communities.

FLU GOAL 3

Encourage development where public facilities are provided or scheduled to be available.

FLU OBJ 3.1

Maintain an Urban Service Area Boundary within which development is encouraged by ensuring sufficient developable acreage is available to accommodate the sustainable projected population growth and that adequate concurrency-related public facilities are available concurrent with the impact of development consistent with Florida Statutes.

FLU POLICY 3.1.2 – Future Land Use Map designations that permit Low, Moderate, Medium and High Density Residential, Major Employment Centers, Light Office Development, Office/Multi-Family Residential, Commercial Centers, Commercial Corridors, and Commercial Highway Interchange uses shall

be limited to the Urban Service Area.…

FLU POLICY 3.1.5 – Until included within the Urban Service Area, lands within the Future Urban Service Area may be developed at a residential density of up to 1.99 units per acre, if made subject to an adopted Critical Area Plan consistent with FLU Objective 4.1. While all applicable requirements must be addressed in the adoption of such Critical Area Plan, particular emphasis shall be placed upon the following occurring within the Study Area:

- comprehensively addressing the adequacy, timing, location, and development of public facilities and services;
- addressing protection of native habitat; and
- fostering the long-range implementation of sound planning principles, such as interconnectivity, walkability, and mixed uses.

FLU POLICY 3.1.6 – Consistent with the provisions of FLU Policy 3.1.5, in order to effectively coordinate and plan for the provision of public facilities and services within the Future Urban Service Area, the Critical Area Plan may include Urban Service Area lands contiguous to the Future Urban Service Area under unified ownership and control. Such Critical Area Plan(s) may:

- blend densities of lands within the Critical Area Plan's Study Area so long as development does not exceed the total maximum number of dwelling units allowed within the combined Future Urban and Urban Service Area lands contained within such Study Area;
- designate individual parcels within the Future Urban Service Area for residential development having a density between two and less than five dwelling units per acre; and
- designate individual parcels within the Future Urban Service Area that are proximate to nonresidential development and have frontage on collector or arterial roads for residential development having a density between five and less than or equal to 9 units per acre.

Consistency Analysis:

As stated in the Critical Area Planning Regulations (Ordinance No. 2016-062), the adoption of a CAP is an integral but interim step in the overall comprehensive planning and land development process. The Winchester Ranch CAP was prepared in accordance with the County's Critical Area Planning Regulations and applicable Comprehensive Plan Policies, including but not limited to FLU Policies 3.1.5 and 3.1.6.

On April 21, 2021, the Sarasota Board of County Commissioners adopted the Winchester Ranch CAP by Ordinance No. 2021-014. The Winchester Ranch CAP Index Map Series consists of four (4) figures, the Critical Area Boundary Map (Figure 1); Future Land Use Plan (Figure 2); Conceptual Transportation and Infrastructure Plan (Figure 3); and Environmental Features Map (Figure 4). The Conditions for Development Approval are designed to provide specificity and will be implemented through the rezone and/or land development process to ensure that future development within the boundaries of the CAP will be consistent with and further the Sarasota County Comprehensive Plan.

The Winchester Property is subject to the adopted Winchester Ranch CAP.

FLU GOAL 4

Promote orderly development through the establishment of innovative regulatory platforms that meet the needs of a growing and changing population.

FLU OBJ 4.1

Establish and implement County planning programs that will provide broad-based community involvement

and conversation, address development, redevelopment, and infill opportunities and constraints, and enhance the overall quality of life in Sarasota County.

FLU POLICY 4.1.5(B) – Development within the adopted boundaries of a Critical Area Plan shall be consistent with all applicable conditions for development approval contained within that adopted Critical Area Plan.

Consistency Analysis:

The Winchester Property is subject to the adopted Winchester Ranch CAP. Like other Critical Area Plans, the adopted Winchester Ranch CAP is an integral but interim step in the overall comprehensive planning and land development process. The CAP was prepared in accordance with the County's Critical Area Planning Regulations and applicable Comprehensive Plan Policies.

The adopted Winchester Ranch CAP (Ordinance No. 2021-014) includes an Index Map Series which consists of four (4) figures, the Critical Area Boundary Map (Figure 1); Future Land Use Plan (Figure 2); Conceptual Transportation and Infrastructure Plan (Figure 3); and Environmental Features Map (Figure 4) and Conditions for Development Approval which are designed to provide specificity that will be implemented through the rezone and/or land development process. Combined, these elements of the CAP are designed to encourage a form of development that is consistent with the larger West Villages Improvement District that extends across jurisdictions into North Port. A West Villages Design Review Committee was created and is responsible for reviewing architectural features, design components, and landscape plans of residential and non-residential development for compliance with the minimum standards established for the District.

2. Implementation Element and Intergovernmental Coordination Chapter of the Comprehensive Plan

Purpose and Intent

It is the intent of the Community Planning Act and this chapter to encourage and ensure the cooperation between and among municipalities and counties and to encourage coordination of planning activities of local government with the planning activities of regional agencies and state government. This section also exists to identify and resolve any incompatibilities which may be proposed by actions of other governmental agencies in adjacent counties, the Tampa Bay metropolitan area, and the state.

Future Land Use

The impacts of development proposed in local government comprehensive plans upon development in the county's municipalities, adjacent counties, the region, and the State must be addressed through intergovernmental coordination mechanisms.…

ICE OBJ 1.1 – Intergovernmental Coordination

Maintain the establishment of a formal process for intergovernmental coordination between the County, its municipalities, and other units of local government.

ICE Policy 1.1.3 – Establish procedures to identify and implement joint planning areas, municipal incorporation, annexations and joint infrastructure service areas as directed by the Board of County Commissioners.

Consistency Analysis:

The Winchester Property is subject to the adopted Winchester Ranch CAP, which was designed to encourage a form of development that is consistent with the larger WVID that extends across jurisdictions into North Port.

ICE OBJ 1.2 – Comprehensive Plan Coordination

Maintain the implementation of procedures which will ensure that the County's Comprehensive Plan is coordinated with the comprehensive plans of the municipalities; adjacent counties; the School Board of Sarasota County; the Sarasota Manatee Metropolitan Planning Organization; the Southwest Florida Regional Planning Council; and the State of Florida.

ICE Policy 1.2.3 – Maintain review procedures for the review of comprehensive plans and comprehensive plan amendments of municipalities, adjacent counties, and the School Board of Sarasota County.

ICE Policy 1.2.7 – The Goals, Objectives and Policies of the Sarasota County Comprehensive Plan shall be consistent with both the Southwest Florida Regional Planning Council's Strategic Regional Policy Plan and the State of Florida's Comprehensive Plan.

Consistency Analysis:

This CPA is consistent with the below sections of Southwest Florida Regional Planning Council's Strategic Regional Policy Plan (April 2002) and the State of Florida's Comprehensive Plan contained in Chapter 187, Florida Statutes.

Southwest Florida Regional Planning Council's Strategic Regional Policy Plan (April 2002)

NATURAL RESOURCES ELEMENT

LIVABLE COMMUNITIES

Goal 4: Livable communities designed to improve quality of life and provide for the sustainability of our natural resources.

Strategy: Promote through the Council's review roles community design and development principles that protect the Region's natural resources and provide for an improved quality of life.

Actions:
9. Insure that opportunities for governmental partnerships and public/private partnerships in preserving wildlife habitats are maximized.

REGIONAL COOPERATION

Goal 5: Effective resource management is maintained across the borders of sovereign public agencies.

Chapter 187, *Florida Statutes* – State Comprehensive Plan

187.101 Description of plan; legislative intent; construction and application of plan.

(3) The goals and policies contained in the State Comprehensive Plan shall be reasonably applied where they are economically and environmentally feasible, not contrary to the public interest, and consistent with the protection of private property rights. The plan shall be construed and applied as a whole, and no specific goal or policy in the plan shall be construed or applied in isolation from the other goals and policies in the plan.

(7) WATER RESOURCES.—
(a) Goal.—Florida shall assure the availability of an adequate supply of water for all competing uses deemed reasonable and beneficial and shall maintain the functions of natural systems and the overall present level of surface and ground water quality. Florida shall improve and restore the quality of waters not presently meeting water quality standards.
5. Ensure that new development is compatible with existing local and regional water supplies.

(15) LAND USE.—
(a) Goal.—In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner.
6. Consider, in land use planning and regulation, the impact of land use on water quality and quantity; the availability of land, water, and other natural resources to meet demands; and the potential for flooding.

(17) PUBLIC FACILITIES.—
(a) Goal.—Florida shall protect the substantial investments in public facilities that already exist and shall plan for and finance new facilities to serve residents in a timely, orderly, and efficient manner.

(25) PLAN IMPLEMENTATION.—
(a) Goal.—Systematic planning capabilities shall be integrated into all levels of government in Florida with particular emphasis on improving intergovernmental coordination and maximizing citizen involvement.
8. Encourage the continual cooperation among communities which have a unique natural area, irrespective of political boundaries, to bring the private and public sectors together for establishing an orderly, environmentally, and economically sound plan for future needs and growth.

3. Part II of Chapter 163, *Florida Statutes*

As proposed, this CPA has been reviewed and found consistent with Section 163.3177, *Florida Statutes* and Section 163.3180, *Florida Statutes*.

Changing the Future Land Use designation of the Semi-Rural and Rural lands portions of the Winchester Property to the Moderate Density Residential designation is consistent with and furthers the purpose and intent of applicable elements, goals, objectives, and policies of the Comprehensive Plan. The adopted Winchester Ranch CAP laid the foundation for this CPA in that the analysis documented in the CAP support documentation included a cultural resource assessment survey, an environmental assessment report, an inventory and analysis of existing and planned utility, stormwater, community services and transportation system, and an inventory and analysis of existing land, development potential and build-out potential within the CAP study area based upon permanent and seasonal population estimates for Sarasota County.

Where appropriate, the information originally developed in support of the CAP has been updated to support the requested CPA, including the Environmental Features Map, was updated for the area subject to this CPA.

The Future Land Use Plan (Map) adopted as part of the Winchester Ranch CAP is consistent with and furthers FLU Policy 3.1.5 and 3.1.6 of the Comprehensive Plan. These two policies specifically allow urban densities (greater than 1.99 units per acre) within the Semi-Rural and Rural lands that are the subject of a CAP within the Future Urban Service Area, and the blending of densities across the Future Urban and Urban Service Area subject to a CAP.

Following the adoption of the CAP, the County adopted Evaluation and Appraisal Report Based Comprehensive Plan Amendments on June 9, 2021, which, among other revisions, moved the Urban Service Area Boundary to include the Winchester Property. With the movement of the Urban Service Boundary, the proposed redesignation of the Semi-Rural and Rural lands portions of the Winchester Property is consistent with the proposed Moderate Density Residential land use designation and will be served by adequate urban levels of infrastructure.

The proposed CPA is presumed not to be urban sprawl as defined in Section 163.3164, *Florida Statutes*. The Winchester Property is located within the Urban Service Area where, in accordance with FLU Objective 3.1 of the Comprehensive Plan, "… development is encouraged by ensuring sufficient developable acreage is available to accommodate the sustainable projected population growth and that adequate concurrency-related public facilities are available concurrent with the impact of development consistent with the Florida Statutes." The allowable land uses and intensities are consistent with the adjacent designated Moderate Density Residential to the south, the Sarasota 2050 designated Settlement Area to the north and east, and the designated Village lands within North Port to the north. The Future Land Use Plan and Conditions for Development Approval contained in the Winchester Ranch CAP were coordinated with the development plans for the portions of Wellen Park located within North Port. Furthermore, allowing development the Winchester Property at densities and intensities allowed within the Moderate Density Residential designation would be consistent with that allowed within the adjacent designated Village lands within North Port.

The Future Land Use Plan and Conditions for Development Approval adopted as part of the CAP requires future development within the CAP boundaries, including the Winchester Property, to be consistent with the Comprehensive Plan's "Principles for Evaluating Development Proposals in Native Habitats." The allowable densities for the Winchester Property are consistent with the allowable densities within the adjacent Moderate Density Residential, 2050 Settlement Area, and the Village designated lands within North Port, and which are supported by the existing and planned roadway networks, water and sewer service, schools and recreational facilities.

Nothing within the Winchester Ranch CAP would allow development to proceed in violation of the Capital Improvements (CIC) Objective 1.2 and CIC Policy 1.2.2 which requires "… all development orders and permits are to be evaluated for concurrency consistent with the adopted levels of service identified in Policy 1.2.1. If the adopted LOS standards are not maintained, unless as otherwise having met the mitigation requirements permitted by the Florida Statutes, then the County may deny additional development permits or may require additional steps to limit additional development."

C. No Isolated Areas of Rural or Semi-Rural Lands Will Be Created

The proposed Moderate Density Residential ($\geq$ 2 and < 5 DUs /acre) and Major Employment Center Future Land Use Designations are consistent with the areas surrounding the Winchester Property, and the proposed amendment will not result in the creation of isolated Rural or Semi-Rural designated areas. To the west of

the Winchester Property is Tangerine Woods Neighborhood, which has a Medium Density Residential (≥5 and <9 DUs /acre) Future Land Use Designation, and the Boca Royale East Development, which under the CAP is entitled to be developed at a density of 2.05 DUs/acre. Similarly, to the south of the Winchester Property, the neighboring properties have Moderate Density Residential (≥ 2 and < 5 DUs /acre), Major Employment Center, and Major Governmental Uses Future Land Use Designations. Additionally, the Winchester Property is adjacent to the development that is generally known as "Esplanade at Wellen Park" (f/k/a "Fairway Vistas at Myakka Pines"), which is currently unimproved and undeveloped but is entitled to be developed as an Urban/Suburban Settlement (up to 2 DUs/acre in the Developed Area) under the Sarasota County 2050 Plan.

The neighboring properties to the north and the east of the Winchester Property are within North Port, and therefore North Port, rather than the County, has assigned Future Land Use Districts to these properties. The neighboring properties to the north of the Winchester Property are within the Village Future Land Use District. The neighboring properties to the east are within the Conservation Future Land Use District.

Furthermore, the Future Land Use Designation of the southern portion of the Winchester Property is currently Moderate Density Residential (≥ 2 and < 5 DUs /acre), and therefore this application is not proposing any change to this portion of the Winchester Property's Future Land Use Designations. Similarly, the portion of the Winchester Property that is proposed to be assigned the Major Employment Center Future Land Use Designations currently has this same designation.

In sum, the proposed FLUM amendment to the Sarasota County Comprehensive Plan will not leave any isolated, Rural or Semi-Rural designated areas. Rather, the proposed amendment seeks to assign Future Land Use Designations to the Winchester Property that are consistent with the surrounding designated urban areas.

D. Chapter 171, *Florida Statutes*, Annexation Analysis

Although an annexation analysis is not required and is beyond the scope of a comprehensive plan amendment, it is nonetheless helpful to understand the basic requirements for voluntary annexation and recognize that the Winchester Property meets the requirements to be voluntarily annexed into North Port.

Section 171.044, *Florida Statutes*, provides the process and requirements for voluntary annexation. For property to be voluntarily annexed, the property must (1) be reasonably compact, (2) not create enclaves, (3) and be contiguous to the municipality.

Pursuant to Section 171.031(2), *Florida Statutes*, "compactness" means "concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in this state must be designed in such a manner as to ensure that the area will be reasonably compact." Further, pursuant to Section 171.031(5), *Florida Statutes*, "enclave" means "[a]ny unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality" or "[a]ny unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality."

Pursuant to Section 171.031(2), *Florida Statutes*, "contiguous" means:

> a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality. The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; or a body of water, watercourse,

> or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, may not prevent annexation under this act, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically. However, nothing in this subsection may be construed to allow local rights-of-way, utility easements, railroad rights-of-way, or like entities to be annexed in a corridor fashion to gain contiguity; and when any provision of any special law prohibits the annexation of territory that is separated from the annexing municipality by a body of water or watercourse, then that law shall prevent annexation under this act.

Winchester will be annexing nearly the entirety of the Winchester Property; however, to account for the foregoing requirements, Winchester anticipates that two small portions of the Winchester Property will remain in the County.

First, on the east side of S. River Road and north of Winchester Boulevard, the County owns a stormwater facility that is 16.75 acres, more or less, and is generally identified as Sarasota County PID No. 0821002000. This parcel is completely surrounded by the Winchester Property. To ensure that an impermissible enclave is not created, Winchester plans to leave the approximately 10-foot-wide strip of the Winchester Property between the County's parcel and S. River Road in the County. This allows the County's parcel to remain connected to S. River Road, which is in the County.

Similarly, on the east side of S. River Road and south of Winchester Boulevard, the County owns another stormwater facility that is 8.00 acres, more or less, and is generally identified as Sarasota County PID No. 0834001000. Similar to the County's other stormwater facility, this parcel is completely surrounded by the Winchester Property. To ensure that an impermissible enclave is not created, Winchester plans to leave the approximately 20-foot wide strip of the Winchester Property between the County's parcel and S. River Road in the County. As mentioned above, this allows the County's parcel to remain connected to S. River Road, which is in the County.

With the exception of these two small portions of property, the Winchester Property meets the requirements of Chapter 171, *Florida Statutes*, and may be voluntarily annexed into North Port.

III. SUMMARY AND CONCLUSION

As detailed above, the CPA is consistent with and meets all applicable criteria, requirements, and regulations, including the Winchester Ranch CAP, the FLUM, the 2050 RMA Map, the goals, objectives, and policies of the County's Comprehensive Plan, the State Comprehensive Plan embodied in Chapter 187, *Florida Statutes*, Section 163.3177, *Florida Statutes*, and Section 163.3180, *Florida Statutes*. The CPA does not create any isolated areas of lands designated Rural or Semi-Rural. Finally, though outside the scope and analysis of this CPA, voluntary annexation of the Winchester Property into North Port meets all requirements of Chapter 171, *Florida Statutes*.

February 18, 2025

Jonathan R. Lewis, ICMA-CM
Sarasota County Administrator
1660 Ringling Blvd
Sarasota, Florida 34236

Subject: **Preliminary Notification of Proposed Voluntary Annexation by the City of North Port**

Dear Mr. Lewis:

This letter serves as preliminary notification to Sarasota County of the City of North Port's intent to annex land containing approximately 3,148 acres, which is contiguous to the City of North Port. The Property is depicted on the attached exhibit and described as follows:

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SECTION 15,
EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2000163556, 2008060371, INSTRUMENT NO. 2008060374;
AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD);

TOGETHER WITH ALL OF SECTION 17,
EXCEPTING THE LANDS CONVEYED TO TAYLOR MORRISON OF FLORIDA, INC., RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2024128774;

TOGETHER WITH ALL OF SECTION 18,
EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;
AND EXCEPTING LANDS CONVEYED BOCA ROYALE PROPERTIES, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083467;

TOGETHER WITH ALL OF SECTION 19,
EXCEPTING LANDS CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371;
AND EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;

TOGETHER WITH ALL OF SECTION 20,
EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371 AND INSTRUMENT NO. 2008060374;

TOGETHER WITH ALL OF SECTION 21, EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371, INSTRUMENT NO. 2008060374, AND INSTRUMENT NO. 2000163556;
AND EXCEPTING LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY, RECORED IN OFFICIAL RECORDS BOOK 986, PAGE 904;
AND EXCEPTING RIGHT-OF-WAY OF GISSINGER ROAD CONVEYED IN OFFICAL RECORDS BOOK 2097, PAGE 396;
AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD).

The public hearings for this annexation before the Planning and Zoning Advisory Board, designated as the Local Planning Agency (LPA), and before the North Port City Commission have not yet been set. Once scheduled, the City of North Port will provide proper notification per Florida Statutes Chapter 171.

Additionally, the City of North Port will follow the process contained within the Sarasota County Charter regarding Comprehensive Plan Future Land Use and Zoning Designation Amendments for annexed lands. The City of North Port authorizes the property owner's representative to serve as representation on behalf the City of North Port regarding all actions through Sarasota County necessary to process such Amendments in compliance with the Sarasota County Charter.

Please contact Gabriel Quintas, Development Services Assistant Director, at gquintas@northportfl.gov if you have any questions or concerns.

Sincerely,

A. Jerome Fletcher, MPA, ICMA-CM
City Manager

enc: Tract D Annexation Aerial

cc: A. Jerome Fletcher II, ICMA-CM, MPA, North Port City Manager
Jason Yarborough, ICMA-CM, North Port Deputy City Manager
Alaina Ray, AICP, North Port Director of Development Services
Lori Barnes, AICP, CPM, North Port Assistant Director of Development Services
Gabriel Quintas, AICP, CFM, North Port Assistant Director of Development Services
Matthew Osterhoudt, MPA, Director, Sarasota County Planning and Development Services Department
Michele Norton, AICP, Assistant Director, Sarasota County Planning and Development Services Department
John Luczynski, Winchester Ranch, Wellen Park
William W. Merrill, Esq., Icard Merrill

ANNEXATION EXHIBIT

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SURVEYOR'S NOTES

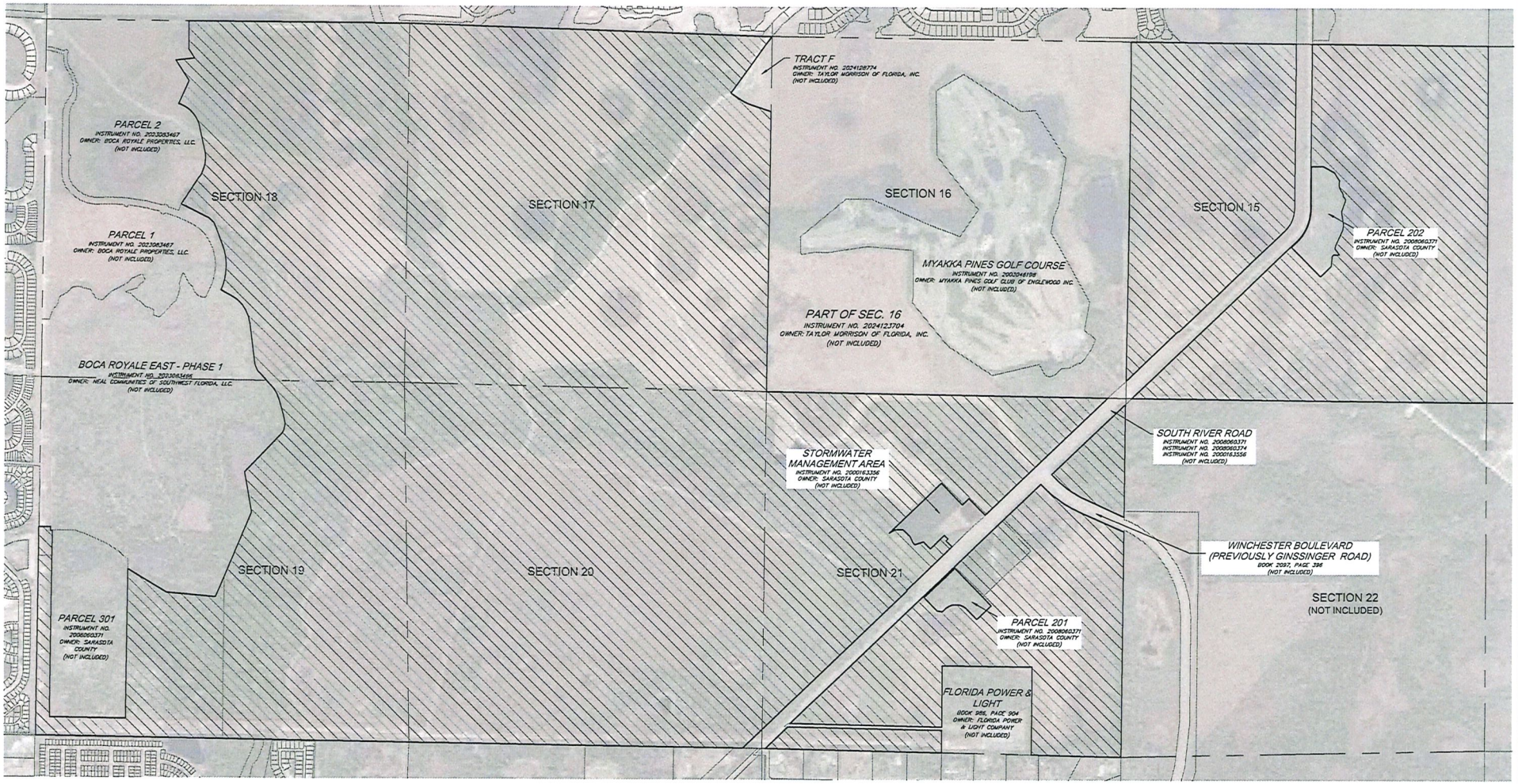
1. THIS EXHIBIT WAS PREPARED TO DEPICT THE PROPERTY INTENDED FOR ANNEXATION INTO THE CITY OF NORTH PORT.
2. THIS EXHIBIT IS NOT A CERTIFIED SURVEY. IT HAS BEEN PREPARED USING PUBLICLY AVAILABLE RECORDS ONLY. THE BOUNDARIES DEPICTED ARE FOR ILLUSTRATIVE PURPOSES ONLY AND HAVE NOT BEEN FIELD-VERIFIED THROUGH SURVEY.
3. THIS EXHIBIT DOES NOT CONSTITUTE A TITLE SEARCH BY CAGE CIVIL TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR COMMITMENT FOR TITLE INSURANCE OR TITLE POLICY.
4. THIS EXHIBIT WAS PREPARED ON JANUARY 16, 2025 AND IS SUBJECT TO APPROVAL.

0 1000 2000
1" =1000' (HORIZONTAL)

N

LEGEND

BOUNDARY LINE
SECTION LINE
PARCEL LINE
ANNEXED AREA



CAGE CIVIL ENGINEERING
12260 EVERGLOW DRIVE
SUITE A6
VENICE, FL 34293
P: 630.598.0007
WWW.CAGECIVIL.COM
LICENSED BUSINESS #8640

(3)

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2023083466 10 PG(S)
5/23/2023 12:10 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SIMPLIFILE Receipt # 3035033

CONSIDERATION $19,288,181.25
DOC TAX $135,017.40
RECORD $86.50

Doc Stamp-Deed: $135,017.40

Prepared by and return to:
WILLIAMS PARKER
HARRISON DIETZ & GETZEN
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800
Attention: Nicole F. Christie, Esq.

Portions of Parcel Identification Numbers: 0827001000, 0829001000, and 0830001000

SPECIAL WARRANTY DEED

THIS INDENTURE made May 22, 2023, by and between **WINCHESTER FLORIDA RANCH, LLLP,** a Florida limited liability limited partnership, hereinafter referred to as Grantor, whose post office address is 4901 Vineland Road, Suite 450, Orlando, FL 32811, and **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC,** a Florida limited liability company, hereinafter referred to as Grantee, whose post office address is 5800 Lakewood Ranch Boulevard, Sarasota, Florida 34240.

WITNESSETH: Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee, its heirs and assigns forever, the following described property situated in Sarasota County, Florida (the "Property"):

See attached EXHIBIT "A"

> Subject only to applicable real estate taxes and assessments for the current year and subsequent years; governmental regulations; and covenants, restrictions, reservations, and easements of record, and the Permitted Exceptions listed in Exhibit "B" attached hereto.

together with all rights and appurtenances thereto, including rights of ingress and egress, any and air space rights and subsurface rights, mineral rights, timber rights, and riparian and littoral rights (which shall not include water rights under that certain Restrictive Covenant recorded at Official Records Instrument Number 2018128694 of the Public Records of Sarasota County, Florida), together with all pertinent rights and interests pertaining to adjacent streets and roadways. Grantor warrants against only the lawful claims of all persons claiming by, through, or under Grantor. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors, and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed the date above written.

WITNESSES:

Witness Name: Matthew Hasley

Witness Name: Brad Soule

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

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 22 day of May 2023 by Richard P. Severance, as Vice President 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.

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

(Notary Seal)

Signature of Notary Public

William Crosley

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 8/30/24.

EXHIBIT "A"

LEGAL DESCRIPTION: (BOCA ROYALE EAST – PHASE I)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS ACCORDING TO OFFICIAL RECORDS INSTRUMENT 2014062918 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTIONS 18 AND 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, NORTH 00°45'50" EAST, FOR 859.23 FEET; THENCE SOUTH 89°14'10" EAST, FOR 106.50 FEET; THENCE NORTH 18°05'47" EAST, FOR 129.17 FEET; THENCE NORTH 39°57'36" EAST, FOR 71.60 FEET; THENCE NORTH 38°06'31" EAST, FOR 31.20 FEET; THENCE NORTH 31°09'04" EAST, FOR 38.57 FEET; THENCE NORTH 02°51'22" EAST, FOR 53.37 FEET; THENCE NORTH 29°42'02" EAST, FOR 73.95 FEET; THENCE NORTH 81°27'01" EAST, FOR 37.59 FEET; THENCE NORTH 51°10'46" EAST, FOR 38.06 FEET; THENCE NORTH 55°02'18" EAST, FOR 49.95 FEET; THENCE NORTH 42°50'21" EAST, FOR 39.16 FEET; THENCE NORTH 45°54'14" EAST, FOR 50.29 FEET; THENCE NORTH 79°53'03" EAST, FOR 81.76 FEET; THENCE SOUTH 78°05'36" EAST, FOR 62.89 FEET; THENCE SOUTH 75°25'10" EAST, FOR 30.46 FEET; THENCE SOUTH 77°53'55" EAST, FOR 95.38 FEET; THENCE SOUTH 33°44'35" EAST, FOR 101.34 FEET; THENCE SOUTH 20°19'09" EAST, FOR 44.03 FEET; THENCE SOUTH 69°46'21" EAST, FOR 20.13 FEET; THENCE SOUTH 65°51'28" EAST, FOR 44.32 FEET; THENCE SOUTH 69°32'23" EAST, FOR 26.30 FEET; THENCE NORTH 73°27'48" EAST, FOR 20.33 FEET; THENCE NORTH 50°18'02" EAST, FOR 57.68 FEET; THENCE NORTH 46°30'36" EAST, FOR 63.83 FEET; THENCE NORTH 48°12'36" EAST, FOR 82.59 FEET; THENCE NORTH 64°45'27" EAST, FOR 52.70 FEET; THENCE NORTH 66°03'25" EAST, FOR 51.51 FEET; THENCE NORTH 57°52'27" EAST, FOR 44.60 FEET; THENCE NORTH 61°02'37" EAST, FOR 72.32 FEET; THENCE NORTH 58°50'18" EAST, FOR 61.85 FEET; THENCE NORTH 28°52'20" EAST, FOR 45.38 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 28.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 53°44'08", AND A CHORD BEARING AND DISTANCE OF NORTH 55°44'24" EAST, FOR 27.12 FEET; THENCE NORTH 82°36'28" EAST, FOR 23.04 FEET; THENCE NORTH 63°27'44" EAST, FOR 48.99 FEET; THENCE NORTH 66°13'49" EAST, FOR 52.42 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE EASTERLY 42.01 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 80°13'30", AND A CHORD BEARING AND DISTANCE OF SOUTH 73°39'26" EAST, FOR 38.66 FEET; THENCE SOUTH 33°32'41" EAST, FOR 44.92 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 41.40 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL

ANGLE OF 79°03'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 05°59'08" WEST, FOR 38.19 FEET; THENCE SOUTH 45°30'57" WEST, FOR 46.63 FEET; THENCE SOUTH 48°41'49" WEST, FOR 37.44 FEET; THENCE SOUTH 39°36'42" WEST, FOR 71.64 FEET; THENCE SOUTH 74°59'06" WEST, FOR 77.36 FEET; THENCE SOUTH 74°53'19" WEST, FOR 36.46 FEET; THENCE SOUTH 72°19'22" WEST, FOR 51.99 FEET; THENCE SOUTH 57°54'38" WEST, FOR 16.61 FEET; THENCE SOUTH 77°13'39" EAST, FOR 47.68 FEET; THENCE SOUTH 68°37'25" EAST, FOR 60.68 FEET; THENCE SOUTH 36°09'38" EAST, FOR 82.80 FEET; THENCE SOUTH 57°50'43" EAST, FOR 64.48 FEET; THENCE SOUTH 49°34'35" EAST, FOR 42.26 FEET; THENCE SOUTH 48°28'54" EAST, FOR 42.23 FEET; THENCE SOUTH 43°33'16" EAST, FOR 44.88 FEET; THENCE SOUTH 84°26'50" EAST, FOR 25.37 FEET; THENCE SOUTH 65°29'44" EAST, FOR 84.69 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 36.06 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 68°52'40", AND A CHORD BEARING AND DISTANCE OF SOUTH 31°03'25" EAST, FOR 33.93 FEET; THENCE SOUTH 03°22'55" WEST, FOR 34.40 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 22.96 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 43°50'42", AND A CHORD BEARING AND DISTANCE OF SOUTH 25°18'17" WEST, FOR 22.40 FEET; THENCE SOUTH 70°45'42" EAST, FOR 101.16 FEET; THENCE NORTH 45°17'17" EAST, FOR 76.01 FEET; THENCE NORTH 44°34'23" EAST, FOR 111.66 FEET; THENCE NORTH 41°11'20" EAST, FOR 80.86 FEET; THENCE NORTH 49°48'57" EAST, FOR 79.20 FEET; THENCE NORTH 18°13'21" EAST, FOR 115.13 FEET; THENCE NORTH 14°15'50" EAST, FOR 88.27 FEET; THENCE NORTH 30°58'50" EAST, FOR 22.37 FEET; THENCE NORTH 58°18'54" WEST, FOR 12.04 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 39.05 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 74°34'36", AND A CHORD BEARING AND DISTANCE OF NORTH 21°01'35" WEST, FOR 36.35 FEET; THENCE NORTH 16°15'43" EAST, FOR 73.94 FEET; THENCE NORTH 02°48'21" EAST, FOR 24.15 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 32.28 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 61°39'08", AND A CHORD BEARING AND DISTANCE OF NORTH 33°37'55" EAST, FOR 30.75 FEET; THENCE NORTH 64°27'29" EAST, FOR 4.59 FEET; THENCE NORTH 04°19'37" EAST, FOR 7.97 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 41.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 79°53'26", AND A CHORD BEARING AND DISTANCE OF NORTH 44°16'20" EAST, FOR 38.52 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY 247.74 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 31°11'46", AND A CHORD BEARING AND DISTANCE OF SOUTH 32°09'30" EAST, FOR 244.69 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY 265.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A

RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 82°08'57", AND A CHORD BEARING AND DISTANCE OF SOUTH 50°36'41" EAST, FOR 243.10 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 163.00 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,035.00 FEET, A CENTRAL ANGLE OF 04°35'22", AND A CHORD BEARING AND DISTANCE OF NORTH 23°54'17" EAST, FOR 162.96 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 606.74 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 46°21'05", AND A CHORD BEARING AND DISTANCE OF NORTH 03°01'25" EAST, FOR 590.33 FEET; THENCE NORTH 20°09'08" WEST, FOR 15.10 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 503.39 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 44°22'20", AND A CHORD BEARING AND DISTANCE OF NORTH 42°20'17" WEST, FOR 490.90 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; THENCE WESTERLY 371.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,775.00 FEET, A CENTRAL ANGLE OF 07°40'08", AND A CHORD BEARING AND DISTANCE OF NORTH 68°21'31" WEST, FOR 371.15 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; THENCE SOUTHWESTERLY 39.72 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°02'30", AND A CHORD BEARING AND DISTANCE OF SOUTH 62°17'09" WEST, FOR 35.68 FEET; THENCE NORTH 73°14'06" WEST, FOR 50.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY 39.72 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°02'30", AND A CHORD BEARING AND DISTANCE OF NORTH 28°45'21" WEST, FOR 35.68 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; THENCE WESTERLY 454.02 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,775.00 FEET, A CENTRAL ANGLE OF 09°22'27", AND A CHORD BEARING AND DISTANCE OF NORTH 78°57'50" WEST, FOR 453.51 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; THENCE SOUTHWESTERLY 39.72 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°02'30", AND A CHORD BEARING AND DISTANCE OF SOUTH 50°49'41" WEST, FOR 35.68 FEET; THENCE NORTH 84°41'34" WEST, FOR 50.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY 39.72 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°02'30", AND A CHORD BEARING AND DISTANCE OF NORTH 40°12'49" WEST, FOR 35.68 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; THENCE WESTERLY 347.00 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,775.00 FEET, A CENTRAL ANGLE OF 07°09'52", AND A CHORD BEARING AND DISTANCE OF NORTH 89°19'00" WEST, FOR 346.77 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE NORTHWESTERLY 543.71 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 56°38'25", AND A CHORD BEARING AND DISTANCE OF NORTH 64°34'44"

WEST, FOR 521.84 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT; THENCE NORTHERLY 257.40 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 36°52'12", AND A CHORD BEARING AND DISTANCE OF NORTH 17°49'26" WEST, FOR 252.98 FEET; THENCE NORTH 00°36'40" EAST, FOR 842.03 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 231.62 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 33°10'36", AND A CHORD BEARING AND DISTANCE OF NORTH 17°11'58" EAST, FOR 228.39 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY 45.39 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 07°07'28", AND A CHORD BEARING AND DISTANCE OF NORTH 30°13'32" EAST, FOR 45.36 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE NORTHEASTERLY 46.52 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 13°19'38", AND A CHORD BEARING AND DISTANCE OF NORTH 33°19'37" EAST, FOR 46.42 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY 95.24 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 159.00 FEET, A CENTRAL ANGLE OF 34°19'11", AND A CHORD BEARING AND DISTANCE OF NORTH 22°49'51" EAST, FOR 93.82 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; THENCE NORTHERLY 280.65 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 41°13'50", AND A CHORD BEARING AND DISTANCE OF NORTH 14°56'39" WEST, FOR 274.63 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE NORTHWESTERLY 170.23 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 26°00'36", AND A CHORD BEARING AND DISTANCE OF NORTH 22°33'17" WEST, FOR 168.78 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT; THENCE NORTHERLY 72.93 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 15°11'45", AND A CHORD BEARING AND DISTANCE OF NORTH 01°57'07" WEST, FOR 72.72 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHWESTERLY 48.16 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 78°50'24", AND A CHORD BEARING AND DISTANCE OF NORTH 33°46'26" WEST, FOR 44.45 FEET; THENCE NORTH 73°11'38" WEST, FOR 132.84 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 108.62 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 16°35'47", AND A CHORD BEARING AND DISTANCE OF NORTH 81°29'32" WEST, FOR 108.24 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 18, NORTH 00°36'40" EAST, FOR 50.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE EASTERLY 122.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 16°32'57", AND A CHORD BEARING AND DISTANCE OF SOUTH 81°28'07" EAST, FOR 122.33 FEET; THENCE SOUTH

73°11'38" EAST, FOR 132.84 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 48.16 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 78°50'24", AND A CHORD BEARING AND DISTANCE OF NORTH 67°23'09" EAST, FOR 44.45 FEET; THENCE SOUTH 62°02'03" EAST, FOR 50.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 147.32 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 37°30'56", AND A CHORD BEARING AND DISTANCE OF SOUTH 09°12'29" WEST, FOR 144.71 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; THENCE SOUTHEASTERLY 147.54 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 26°00'36", AND A CHORD BEARING AND DISTANCE OF SOUTH 22°33'17" EAST, FOR 146.27 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 189.29 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 24°38'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 23°14'07" EAST, FOR 187.83 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHEASTERLY 36.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°49'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 52°49'29" EAST, FOR 33.40 FEET; THENCE SOUTH 04°44'18" EAST, FOR 50.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 36.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°49'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 43°20'53" WEST, FOR 33.40 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE SOUTHERLY 32.71 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 04°15'34", AND A CHORD BEARING AND DISTANCE OF SOUTH 03°33'51" WEST, FOR 32.70 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHERLY 38.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 159.00 FEET, A CENTRAL ANGLE OF 13°49'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°13'03" EAST, FOR 38.27 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE SOUTHERLY 116.23 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 32°58'02", AND A CHORD BEARING AND DISTANCE OF SOUTH 08°21'17" WEST, FOR 114.63 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 72.63 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 08°56'59", AND A CHORD BEARING AND DISTANCE OF SOUTH 29°18'47" WEST, FOR 72.56 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHERLY 173.71 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 33°10'36", AND A CHORD BEARING AND DISTANCE OF SOUTH 17°11'58" WEST, FOR 171.30 FEET; THENCE SOUTH 00°36'40" WEST, FOR 560.13 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 41.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00

FEET, A CENTRAL ANGLE OF 94°59'57", AND A CHORD BEARING AND DISTANCE OF SOUTH 46°53'18" EAST, FOR 36.86 FEET; THENCE SOUTH 04°23'16" EAST, FOR 50.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE WESTERLY 8.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 01°25'50", AND A CHORD BEARING AND DISTANCE OF SOUTH 86°19'39" WEST, FOR 8.11 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 37.71 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°25'53", AND A CHORD BEARING AND DISTANCE OF SOUTH 43°49'37" WEST, FOR 34.24 FEET; THENCE SOUTH 00°36'40" WEST, FOR 181.63 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 193.05 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 36°52'12", AND A CHORD BEARING AND DISTANCE OF SOUTH 17°49'26" EAST, FOR 189.74 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; THENCE SOUTHEASTERLY 444.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 56°38'25", AND A CHORD BEARING AND DISTANCE OF SOUTH 64°34'44" EAST, FOR 426.96 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE EASTERLY 937.13 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,875.00 FEET, A CENTRAL ANGLE OF 18°40'34", AND A CHORD BEARING AND DISTANCE OF SOUTH 83°33'39" EAST, FOR 932.99 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY 38.84 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°00'40", AND A CHORD BEARING AND DISTANCE OF NORTH 61°16'18" EAST, FOR 35.05 FEET; THENCE SOUTH 73°14'08" EAST, FOR 50.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY 38.84 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°00'44", AND A CHORD BEARING AND DISTANCE OF SOUTH 27°44'28" EAST, FOR 35.05 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE EASTERLY 153.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,875.00 FEET, A CENTRAL ANGLE OF 03°03'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 70°43'00" EAST, FOR 153.56 FEET; THENCE NORTH 20°48'45" EAST, FOR 104.73 FEET; THENCE SOUTH 63°22'46" EAST, FOR 454.30 FEET; THENCE SOUTH 49°42'48" EAST, FOR 101.45 FEET; THENCE SOUTH 22°34'03" EAST, FOR 101.02 FEET; THENCE SOUTH 20°03'25" EAST, FOR 232.61 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHERLY 713.10 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 45°23'50", AND A CHORD BEARING AND DISTANCE OF SOUTH 00°52'32" WEST, FOR 694.59 FEET; THENCE SOUTH 61°06'42" EAST, FOR 171.47 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 524.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 545.08 FEET, A CENTRAL ANGLE OF 55°06'21", AND A CHORD BEARING AND DISTANCE OF SOUTH 34°05'30" EAST, FOR 504.28 FEET;

THENCE SOUTH 07°06'47" EAST, FOR 587.07 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 149.32 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 227.13 FEET, A CENTRAL ANGLE OF 37°40'01", AND A CHORD BEARING AND DISTANCE OF SOUTH 25°56'47" EAST, FOR 146.65 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 217.91 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,072.08 FEET, A CENTRAL ANGLE OF 06°01'31", AND A CHORD BEARING AND DISTANCE OF SOUTH 41°19'32" EAST, FOR 217.81 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 330.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 31°18'52", AND A CHORD BEARING AND DISTANCE OF SOUTH 30°09'01" EAST, FOR 326.56 FEET; THENCE SOUTH 14°28'39" EAST, FOR 195.78 FEET; THENCE SOUTH 11°47'01" EAST, FOR 113.15 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHERLY 188.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 45°53'09", AND A CHORD BEARING AND DISTANCE OF SOUTH 15°37'38" WEST, FOR 183.21 FEET; THENCE SOUTH 43°00'36" WEST, FOR 788.64 FEET; THENCE SOUTH 10°26'23" EAST, FOR 600.46 FEET; THENCE SOUTH 23°03'06" WEST, FOR 1,367.66 FEET; THENCE NORTH 84°52'31" WEST, FOR 722.42 FEET; THENCE NORTH 58°42'27" WEST, FOR 666.92 FEET; THENCE NORTH 00°47'09" EAST, FOR 135.53 FEET; THENCE NORTH 49°50'04" WEST, FOR 178.34 FEET; THENCE NORTH 56°18'11" WEST, FOR 190.18 FEET; THENCE NORTH 64°57'23" WEST, FOR 166.26 FEET; THENCE NORTH 65°14'22" WEST, FOR 167.94 FEET; THENCE NORTH 70°38'32" WEST, FOR 189.13 FEET; THENCE NORTH 88°28'31" WEST, FOR 211.61 FEET; THENCE SOUTH 86°45'40" WEST, FOR 125.61 FEET; THENCE NORTH 89°12'51" WEST, FOR 30.00 FEET; THENCE NORTH 00°47'09" EAST, FOR 54.02 FEET; THENCE NORTH 89°12'51" WEST, FOR 170.03 FEET; TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 19, NORTH 00°47'02" EAST, FOR 2,227.97 FEET TO THE POINT OF BEGINNING.
TOTAL BOCA ROYALE EAST PHASE I CONTAINING 304.412 ACRES.

EXHIBIT "B"

Permitted Exceptions

1. Taxes, liens and assessments to the West Villages Improvement District that are not yet due and payable.
2. Easements in favor of Englewood Water District recorded in Official Records Book 1320, Page 2150, and Official Records Book 2154, Page 991, together with Partial Vacation of Easement recorded in Instrument Number 2004058080
3. Utility Easement recorded in Instrument Number 2006215897
4. Easement in favor of Florida Power & Light Company recorded in Official Records Book 986, Page 905, together with consent agreement recorded in Instrument Number 2006126669
5. Notice of Establishment of the West Villages Improvement District Unit of Development No. 6 recorded in Instrument Number 2018142894, together with Resolution 2018-10 of the Board of Supervisors of the West Villages Improvement District recorded in Instrument Number 2018084717, together with Notice of Amended Boundary of the West Villages Improvement District recorded in Instrument Number 2022121327, Amended and Restated Notice of Establishment of the West Villages Improvement District Unit of Development No. 6 recorded in Instrument Number 2022121328, which contain provisions creating assessments.
6. Restrictive Covenant recorded in Instrument Number 2018128694.
7. Irrigation Water Supply Agreement recorded in Instrument Number 2018159052, as amended by First Amendment to Irrigation Water Supply Agreement recorded in Instrument Number 2021205095, further amended by Second Amendment to Irrigation Water Supply Agreement recorded in Instrument Number 2022123786.
8. EWD Utility Easement-South (To Englewood Water District) recorded in Instrument Number 2021075389.
9. Use restrictions in Paragraph 1 of the Declaration of Restrictive Covenants and Rights recorded in Instrument Number 2021153734.
10. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code, recorded in Instrument Number 2023057668, which contains provisions for restrictions and covenants.
11. Terms and conditions of Access and Utility Easement, recorded concurrently herewith.
12. Access Easement, recorded concurrently herewith.
13. Additional Payments Agreement, recorded concurrently herewith.

(All of the foregoing of the Public Records of Sarasota County, Florida.)

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2014062918 6 PG(S)
May 29, 2014 12:19:24 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Doc Stamp-Deed: $254,982.00

Purchase Price: $33,183,000
Additional Consideration: $3,243,000
Doc Tax: $254,982
Record: $ 52.50

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 SARASOTA, 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: 0821-11-1000, 0825-00-1000, 0827-00-1000, 0829-00-1000, 0831-00-1000, 0833-00-1000, 0830-00-1000, 0833-00-1001.

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

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

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

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

[Signatures appear on the following page]

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

GRANTOR:

Signed, sealed and delivered in the presence of:

Print Name: Lesli L. Leberman

Print Name: Lori L. Scott

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

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

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.

(Notary Seal)

BARBARA DESTEFANO NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 6, 2018

Signature of Notary Public

BARBARA DESTEFANO
Print Name of Notary Public

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

EXHIBIT "A"

Tract 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, 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.

Tract contains 3660.0040 Acres, more or less.

EXHIBIT "B"

Permitted Exceptions for Tract D

Taxes for the year 2014 and subsequent years, not yet due and payable.

The following maters (which are reflected in the title commitment 16-2014-000351 issued through Old Republic National Title Insurance Company):

4. Easements in favor of Florida Power & Light Company recorded in Deed Book 64, Page 78 ; Deed Book 64, Page 80; Deed Book 67, Page 179 ; and Subordination of Utility Interest recorded in Instrument # 2001077188, as to the preceding easements; Deed Book 64, Page 24; Deed Book 67, Page 183; Deed Book 71, Page 42; Deed Book 83, Page 210; Deed Book 83, Page 216; Deed Book 89, Page 527 ; Deed Book 98, Page 314 ; Official Records Book 1656, Page 183, all of the Public Records of Sarasota County, Florida.
5. (Intentionally omitted).
6. (Intentionally omitted).
7. (Intentionally omitted).
8. (Intentionally omitted).
9. Easements in favor of Englewood Water District recorded in Official Records Book 1320, Page 2150 and Official Records Book 2154, Page 991, together with Partial Vacation of Easement recorded in Instrument # 2004058080, of the Public Records of Sarasota County, Florida.
10. (Intentionally omitted).
11. (Intentionally omitted).
12. (Intentionally omitted).
13. (Intentionally omitted).
14. (Intentionally omitted).
15. (Intentionally omitted).
16. (Intentionally omitted).
17. (Intentionally omitted).
18. (Intentionally omitted).
19. (Intentionally omitted).
20. (Intentionally omitted).
21. (Intentionally omitted).
22. (Intentionally omitted).
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. (Intentionally omitted)

28. Easement Agreement recorded in Instrument # 2006215897, Public Records of Sarasota County, Florida.
29. (Intentionally omitted).
30. Easement Agreement recorded in Instrument # 2008060373, of the Public Records of Sarasota County, Florida.
31. Easement Agreement recorded in Instrument # 2008060372, Public Records of Sarasota County, Florida.
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. (Intentionally omitted).
34. (Intentionally omitted).
35. Easement in favor of Sarasota County recorded in Instrument # 2003254590, of the Public Records of Sarasota County, Florida.
36. Easement in favor of Sarasota County recorded in Instrument # 2003255516, of the Public Records of Sarasota County, Florida.
37. (Intentionally omitted).
38. Easement in favor of Englewood Water District recorded in Instrument # 2006038381, of the Public Records of Sarasota County, Florida.
39. (Intentionally omitted).
40. (Intentionally omitted).
41. (Intentionally omitted).
42. (Intentionally omitted).
43. (Intentionally omitted).
44. (Intentionally omitted).
45. (Intentionally omitted).
46. (Intentionally omitted).
47. (Intentionally omitted).
48. (Deleted)
49. (Intentionally omitted).
50. (Intentionally omitted).
51. (Intentionally omitted).
52. (Intentionally omitted).
53. (Intentionally omitted)
54. Any and all boundary inconsistencies, encroachments and other matters shown on the survey certified by Britt Surveying, Inc. dated March 28, 2014, Job Number 08-09-08A.
55. (Deleted)
56. Common law drainage rights in the streams and watercourses on the property.
57. (Intentionally omitted).
58. (Intentionally omitted).
59. (Intentionally omitted.
60. (Intentionally omitted).
61. Riparian and littoral rights.

62. (Deleted).

63. (Deleted).

64. (Deleted).

65. General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 26, 2006; First Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 9, 2008; Second Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated February 23, 2009; Third Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 26, 2010; Fourth Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 30, 2012.

66. (Deleted).

67. (Deleted).

68. Assignment of Leases and Rents recorded in Instrument # 2002164320, as modified in First Modification Agreement in Instrument # 2004126454, further modified in Second Modification in Instrument # 2005011686, Third Modification in Instrument # 2007054545, Fourth Modification in Instrument # 2008053030, Fifth Modification Agreement in Instrument # 2008060376, , Seventh Modification recorded in Instrument # 2009030319, Amendment to Mortgage Deed and Security Agreement and Amendment to Assignment of Leases and Rents in Instrument # 2009030320, Amended and Restated Mortgage and Security Agreement in Instrument # 2010039123, Modification Agreements in Instrument # 2011013257, 2011030279, 2012051784, 2012095624, 2012132626, and 2013097933, re-recorded in Instrument # 2013106487, and Amended and Restated Assignment of Leases and Rents recorded in Instrument # 2010039124, all of the Public Records of Sarasota County, Florida.

Detail by Entity Name

Florida Limited Partnership
WINCHESTER FLORIDA RANCH, LLLP

Filing Information

Document Number	A14000000256
FEI/EIN Number	NONE
Date Filed	05/14/2014
State	FL
Status	ACTIVE
Last Event	LP AMENDMENT
Event Date Filed	06/30/2025
Event Effective Date	NONE

Principal Address

4901 Vineland Road
Suite 450
ORLANDO, FL 32811

Changed: 04/11/2017

Mailing Address

4901 Vineland Road
Suite 450
ORLANDO, FL 32811

Changed: 04/11/2017

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

General Partner Detail

Name & Address

THOMAS RANCH VILLAGES GP, LLC
4901 Vineland Road
Suite 450
ORLANDO, FL 32811

Annual Reports

Report Year	Filed Date
2023	03/10/2023
2024	04/18/2024
2025	04/26/2025

Document Images

06/30/2025 -- LP Amendment	View image in PDF format
04/26/2025 -- ANNUAL REPORT	View image in PDF format
04/18/2024 -- ANNUAL REPORT	View image in PDF format
03/10/2023 -- ANNUAL REPORT	View image in PDF format
04/10/2022 -- ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
04/30/2020 -- ANNUAL REPORT	View image in PDF format
01/08/2019 -- ANNUAL REPORT	View image in PDF format
01/26/2018 -- ANNUAL REPORT	View image in PDF format
04/11/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2015 -- LP Name Change	View image in PDF format
05/14/2014 -- Domestic LP	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Foreign Limited Liability Company
THOMAS RANCH VILLAGES GP, LLC

Filing Information

Document Number	M14000003246
FEI/EIN Number	46-5736192
Date Filed	05/13/2014
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	07/23/2025
Event Effective Date	NONE

Principal Address

4901 Vineland Road
Suite 450
Orlando, FL 32811

Changed: 02/03/2026

Mailing Address

4901 Vineland Road
Suite 450
Orlando, FL 32811

Changed: 02/03/2026

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title VP

Graney, Timothy P.
4901 Vineland Road
Suite 450
Orlando, FL 32811

Title VP

Lewis, Steven C.
4901 Vineland Road
Suite 450
Orlando, FL 32811

Title VP

Severance, Richard P.
4901 Vineland Road
Suite 450
Orlando, FL 32811

Title VP

Luczynski, John
4901 Vineland Road
Suite 450
Orlando, FL 32811

Title VP

Gallagher, Holly
4901 Vineland Road
Suite 450
Orlando, FL 32811

Title Secretary, VP

Swartz, Nicole Marginian
4901 Vineland Road
Suite 450
Orlando, FL 32811

Title President

Bass, Keith E.
4901 Vineland Road
Suite 450
Orlando, FL 32811

Title Manager

Thomas Ranch Manager, LLC
4901 Vineland Road
Suite 450
Orlando, FL 32811

Annual Reports

Report Year	Filed Date
2024	04/25/2024
2025	02/23/2025
2026	02/03/2026

Document Images

02/03/2026 -- ANNUAL REPORT	View image in PDF format
07/23/2025 -- LC Amendment	View image in PDF format
02/23/2025 -- ANNUAL REPORT	View image in PDF format
04/25/2024 -- ANNUAL REPORT	View image in PDF format
03/25/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/08/2023 -- ANNUAL REPORT	View image in PDF format
04/25/2022 -- ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
01/07/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
04/11/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
04/30/2015 -- ANNUAL REPORT	View image in PDF format
05/13/2014 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

Florida Department of State

Division of Corporations

Electronic Filing Cover Sheet

A14000000256

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H25000230225 3)))

H25000230225 3ABCV

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

FILED
2025 JUN 30 PM 4:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
2025 JUL 17 AM 10:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To:
Division of Corporations
Fax Number : (850)617-6383

From:
Account Name : MATTAMY HOMES
Account Number : I20230000187
Phone : (407)845-8192
Fax Number : (407)264-8400

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION

WINCHESTER FLORIDA RANCH, LLLP

Certificate of Status	0
Certified Copy	0
Page Count	05
Estimated Charge	$52.50

K. SALY

JUL - 1 2025

Electronic Filing Menu Corporate Filing Menu Help

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Winchester Florida Ranch, LLLP
Name of Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Nicole Marginian Swartz
Contact Person

Mattamy Homes
Firm/Company

4901 Vineland Road Suite 450
Address

Orlando, Florida 32811
City, State and Zip Code

nicole.swartz@mattamycorp.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Catalina Jaramillo at (407) 845-8192
Name of Contact Person Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

- ☒ $52.50 Filing Fee
- ☐ $61.25 Filing Fee and Certificate of Status
- ☐ $105.00 Filing Fee and Certified Copy
- ☐ $113.75 Filing Fee, Certified Copy, and Certificate of Status

Mailing Address:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

FILED
2025 JUN 30 PM 4:20
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP OF

Winchester Florida Ranch 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 5/14/2014, assigned Florida document number A14000000256, 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:

_____

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) _____
_____

New Mailing Address: _____
(May be post office box) _____
_____

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*

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:

Title	Name	Address	Type of Action
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove

FILED 2025 JUN 30 PM 4:21

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.)

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

Effective as of the date of formation of the the Partnership, all officers of the Partnership, including but not limited to the President, Vice Presidents, Assistant Vice Presidents and the Secretary of the Partnership have the authority to execute all conveyance documents, encumbrances and instruments affecting title to real property in which the Partnership has interest, including but not limited to deeds, easements, plats, restrictive covenants, mortgages and agreements without the signature of a general partner.

Effective date, if other than the date of filing: 5/14/2014

(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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.)

DocuSigned by:
Nicole Swartz
FBCB1D305E06FA...

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

FILED
2025 JUN 30 PM 4:21

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

Return To:
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

State of Florida

Department of State

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015141234 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 SARASOTA, LLLP changing its name to WINCHESTER FLORIDA RANCH, 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 A14000000256.

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

Ken Detzner
Secretary of State

CR2EO22 (1-11)

FILED
15 APR 21 PM 12:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

Thomas Ranch Land Partners Sarasota, 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 A14000000256, 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:

Winchester Florida Ranch, 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*

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:

Title	Name	Address	Type of Action
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove

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.**

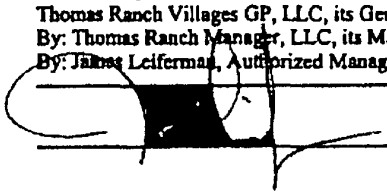
(NOTE: If adding or removing" limited liability limited partnership" status, all general partners must sign this amendment.)

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

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 GP, LLC, its General Partner
By: Thomas Ranch Manager, LLC, its Manager
By: James Leiferman, Authorized Manager



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

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

Return To:
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

State of Florida

Department of State

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015141234 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 SARASOTA, LLLP changing its name to WINCHESTER FLORIDA RANCH, 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 A14000000256.

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

Ken Detzner
Secretary of State

CR2EO22 (1-11)

FILED
15 APR 21 PM 12:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

Thomas Ranch Land Partners Sarasota, 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 A14000000256, 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:

Winchester Florida Ranch, 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*

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:

Title	Name	Address	Type of Action
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove

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.**

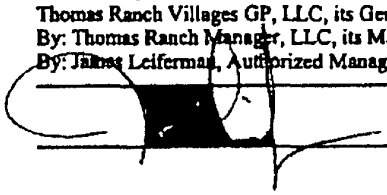
(NOTE: If adding or removing" limited liability limited partnership" status, all general partners must sign this amendment.)

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

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 GP, LLC, its General Partner
By: Thomas Ranch Manager, LLC, its Manager
By: James Leiferman, Authorized Manager



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

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

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2014062918 6 PG(S)
May 29, 2014 12:19:24 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Doc Stamp-Deed: $254,982.00

Purchase Price: $33,183,000
Additional Consideration: $3,243,000
Doc Tax: $254,982
Record: $ 52.50

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 SARASOTA, 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: 0821-11-1000, 0825-00-1000, 0827-00-1000, 0829-00-1000, 0831-00-1000, 0833-00-1000, 0830-00-1000, 0833-00-1001.

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

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

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

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

[Signatures appear on the following page]

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

GRANTOR:

Signed, sealed and delivered in the presence of:

Print Name: Lesli L. Leberman

Print Name: Lori L. Scott

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

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

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.

(Notary Seal)

BARBARA DESTEFANO NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 6, 2018

Signature of Notary Public

BARBARA DESTEFANO
Print Name of Notary Public

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

EXHIBIT "A"

Tract 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, 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.

Tract contains 3660.0040 Acres, more or less.

EXHIBIT "B"

Permitted Exceptions for Tract D

Taxes for the year 2014 and subsequent years, not yet due and payable.

The following maters (which are reflected in the title commitment 16-2014-000351 issued through Old Republic National Title Insurance Company):

4. Easements in favor of Florida Power & Light Company recorded in Deed Book 64, Page 78 ; Deed Book 64, Page 80; Deed Book 67, Page 179 ; and Subordination of Utility Interest recorded in Instrument # 2001077188, as to the preceding easements; Deed Book 64, Page 24; Deed Book 67, Page 183; Deed Book 71, Page 42; Deed Book 83, Page 210; Deed Book 83, Page 216; Deed Book 89, Page 527 ; Deed Book 98, Page 314 ; Official Records Book 1656, Page 183, all of the Public Records of Sarasota County, Florida.
5. (Intentionally omitted).
6. (Intentionally omitted).
7. (Intentionally omitted).
8. (Intentionally omitted).
9. Easements in favor of Englewood Water District recorded in Official Records Book 1320, Page 2150 and Official Records Book 2154, Page 991, together with Partial Vacation of Easement recorded in Instrument # 2004058080, of the Public Records of Sarasota County, Florida.
10. (Intentionally omitted).
11. (Intentionally omitted).
12. (Intentionally omitted).
13. (Intentionally omitted).
14. (Intentionally omitted).
15. (Intentionally omitted).
16. (Intentionally omitted).
17. (Intentionally omitted).
18. (Intentionally omitted).
19. (Intentionally omitted).
20. (Intentionally omitted).
21. (Intentionally omitted).
22. (Intentionally omitted).
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. (Intentionally omitted)

28. Easement Agreement recorded in Instrument # 2006215897, Public Records of Sarasota County, Florida.
29. (Intentionally omitted).
30. Easement Agreement recorded in Instrument # 2008060373, of the Public Records of Sarasota County, Florida.
31. Easement Agreement recorded in Instrument # 2008060372, Public Records of Sarasota County, Florida.
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. (Intentionally omitted).
34. (Intentionally omitted).
35. Easement in favor of Sarasota County recorded in Instrument # 2003254590, of the Public Records of Sarasota County, Florida.
36. Easement in favor of Sarasota County recorded in Instrument # 2003255516, of the Public Records of Sarasota County, Florida.
37. (Intentionally omitted).
38. Easement in favor of Englewood Water District recorded in Instrument # 2006038381, of the Public Records of Sarasota County, Florida.
39. (Intentionally omitted).
40. (Intentionally omitted).
41. (Intentionally omitted).
42. (Intentionally omitted).
43. (Intentionally omitted).
44. (Intentionally omitted).
45. (Intentionally omitted).
46. (Intentionally omitted).
47. (Intentionally omitted).
48. (Deleted)
49. (Intentionally omitted).
50. (Intentionally omitted).
51. (Intentionally omitted).
52. (Intentionally omitted).
53. (Intentionally omitted)
54. Any and all boundary inconsistencies, encroachments and other matters shown on the survey certified by Britt Surveying, Inc. dated March 28, 2014, Job Number 08-09-08A.
55. (Deleted)
56. Common law drainage rights in the streams and watercourses on the property.
57. (Intentionally omitted).
58. (Intentionally omitted).
59. (Intentionally omitted.
60. (Intentionally omitted).
61. Riparian and littoral rights.

62. (Deleted).

63. (Deleted).

64. (Deleted).

65. General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 26, 2006; First Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 9, 2008; Second Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated February 23, 2009; Third Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 26, 2010; Fourth Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 30, 2012.

66. (Deleted).

67. (Deleted).

68. Assignment of Leases and Rents recorded in Instrument # 2002164320, as modified in First Modification Agreement in Instrument # 2004126454, further modified in Second Modification in Instrument # 2005011686, Third Modification in Instrument # 2007054545, Fourth Modification in Instrument # 2008053030, Fifth Modification Agreement in Instrument # 2008060376, , Seventh Modification recorded in Instrument # 2009030319, Amendment to Mortgage Deed and Security Agreement and Amendment to Assignment of Leases and Rents in Instrument # 2009030320, Amended and Restated Mortgage and Security Agreement in Instrument # 2010039123, Modification Agreements in Instrument # 2011013257, 2011030279, 2012051784, 2012095624, 2012132626, and 2013097933, re-recorded in Instrument # 2013106487, and Amended and Restated Assignment of Leases and Rents recorded in Instrument # 2010039124, all of the Public Records of Sarasota County, Florida.

Record No.: PAX-25-01290
Date: 3/19/2025 9:19:39 AM

Record Summary Report

Annexation, Voluntary

Record Summary

Record Number: PAX-25-01290
Submittal Date: 03/19/2025
Issue Date: 03/19/2025
Type: Annexation, Voluntary
Expiration Date: 01/31/2025
Project Name: Winchester Florida Ranch, LLLP - Voluntary Annexation
Project Description: Voluntary annexation of approximately 3,148 acres, more or less, of real property located in Sarasota County, Florida owned by Winchester Florida Ranch, LLLP, a Florida limited liability limited partnership.

Contact

Contact Type: Applicant
Full Name: John Luczynski
Organization Name: Wellen Park
Email: john.luczynski@mattamycorp.com
Primary Number:
Secondary Number:
Contact Address: 12260 EVERGLOW DRIVESUITE NO. 14, VENICE FLORIDA 34293

Contact Type: Property Owner

Full Name: John Luczynski

Organization Name: Wellen Park **Email:** john.luczynski@mattamycorp.com **Primary Number:**

Secondary Number:

Contact Address: 12260 EVERGLOW DRIVESUITE NO.14, VENICE FL 34293

Contact Type: Authorized Agent

Full Name: William Merrill

Organization Name: Icard Merrill **Email:** wmerrill@icardmerrill.com **Primary Number:**

Secondary Number:

Contact Address: 2033 MAIN STREETSUITE 600, SARASOTA FL 34237

License Professional

License #: **License Type:**

Full Name: **Type:**

Business Name: **Email:** **Primary Flag:**

Mobile Phone: **Business Phone:**

Contact Address:

Address

Premise Address:

Parcel

PARCEL NBR	LOT	BLOCK	SUBDIVISION	TOWNSHIP	RANGE	SECTION	LAND VALUE	IMP VALUE	AREA	PRIMARY
0821001000										Y

LEGAL DESCRIPTION:

Owner

OWNER NAME	OWNER ADDRESS	CITY	STATE	ZIP	PHONE	PRIMARY
						Y

Application Specific Info

ADDITIONAL APPLICANT INFO

Owner Applicant:	No
Authorized Agent:	Yes

DATES

Revision Count:	

GENERAL INFORMATION

Applicant Corporation Information:	No
Total Acreage:	0.000
Total Wetland Acreage:	710.7
Potable Water Source:	City of North Port Utilities
Sanitary Sewer Source:	City of North Port Utilities
Known Archaeological Site:	Yes
Known Historical Site:	No

Application Specific Info Tables

ADDITIONAL PARCELS

Parcel Number	Parcel Area	Partial Parcel	Validated
0821001000	nu		Yes

Fee

FEE CODE	DESCRIPTION	QUANTITY	ACCT CODE 1	ACCT CODE 2	AMOUNT	DATE ASSESSED	STATUS
PLN_J3FIRE	Annexation - Fire & Rescue	1	11000003493000	11000001010000	100.00	3/19/2025 10:19:00 AM	INVOICED
PLN_J3PAX	Annexation - Planning & Zoning	1	00100003496501	00100001010000	2400.00	3/19/2025 10:19:00 AM	INVOICED
PLN_J3ROAD	Annexation - Road & Drainage	1	10700003493000	10700001010000	250.00	3/19/2025 10:19:00 AM	INVOICED
PLN_J3SW	Annexation - Solid Waste	1	12000003493006	12000001010000	100.00	3/19/2025 10:19:00 AM	INVOICED
PLN_J3UTL	Annexation - Utilities	1	42000003495000	42000001010000	200.00	3/19/2025 10:19:00 AM	INVOICED

Payment

Payment Date	Payment Amount	Payment Status	Receipt Number	Payment Method	Cashier ID
3/19/2025 10:18:55 AM	3050.00	Paid	273806	Credit Card	PUBLICUSER11342

Workflow

TASK	STATUS	STATUS DATE	ACTION BY	ASSIGN DATE	ASSIGN TO	COMMENTS
Application Intake	Awaiting Plans	3/19/2025	Digital Plan Room	3/19/2025	Joy McRae-Fox	
Staff Report						
Staff Report						
Staff Report						
Staff Report						
Mailing Notification						
Mailing Notification						
Newspaper Ads						
Newspaper Ads						
Peer Review						
Peer Review						
Peer Review						
Peer Review						
Manager Approval						
Manager Approval						

Plans Distribution	
Analyst Review	
Analyst Review	
Analyst Review	
Analyst Review	
Technician Review	
Technician Review	
Technician Review	
Technician Review	
Agenda Item	
Agenda Item	
Agenda Item	
Agenda Item	
Natural Resources Review	Shanell Bosch
Fire Review	Peter Marietti
Parks and Rec Review	Cheryl Greiner
Solid Waste Review	Michael Hubbard

Power Company Review	
Telecommunications Review	
Police Review	Joseph Fussell
Stormwater Review	Elizabeth Wong
Transportation Review	Anthony Friedman
Planning Review	
Utilities Review	Darrell Smith
Gas Company Review	
School Board Review	Sarasota School District
GIS Review	Justin Bryde
Plans Coordination	
Legal Review	
Draft Staff Report	
Legal Notifications	
PZAB Hearing	
Agenda Review	
CC First Reading	

Second Legal Review

Revised Staff Report

Readvertise

CC Adoption Hearing

3rd Party Notification

Official Map Update

Appeal

Closed

Documents

DOCUMENT	CATEGORY	DESCRIPTION	STATUS	UPLOAD DATE

2000163556

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2000163556 8 PGS
2000 DEC 27 12:44 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#100651

Prepared By and Return To
STEPHEN K. BOONE, ESQUIRE
BOONE, BOONE, BOONE, HINES & KODA, P.A
1001 AVENIDA DEL CIRCO
VENICE, FL 34285

Parcel ID Number 821001000,833001000,833001001

Warranty Deed

This Indenture, Made this 22 day of **December** , **2000** A D , **Between** **TAYLOR RANCH, INC., a corporation existing under the laws of the State of Florida**
of the County of **Sarasota** , State of **Florida** , **grantor,** and **SARASOTA COUNTY, a political subdivision of the State of Florida**

whose address is **P.O. Box 8, Sarasota, FL 34230**

of the County of **Sarasota** , State of **Florida** , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------**TEN DOLLARS ($10)**---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of **Sarasota** State of **Florida** to wit

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to restrictions, reservations and easements of record, if any, and taxes for the year 2001 and thereafter.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

Stacey Ford
Printed Name: STACEY FORD
Witness

JK Richardson
Printed Name: Jessica L Richardson
Witness

TAYLOR RANCH, INC.

By: Thomas H Taylor (Seal)
THOMAS H. TAYLOR, JR.
as Vice President
P O Address **7000 Tamiami Trail, Venice, FL 34293**

SEAL

(Corporate Seal)

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 22 day of **December** , **2000** by **THOMAS H. TAYLOR, JR., as Vice President of TAYLOR RANCH, INC., a Florida Corporation, on behalf of the corporation**
he is personally known to me or he has produced his **driver's license** as identification

Stacey Ford
Commission # CC 823486
Expires May 18, 2003
Bonded Thru
Atlantic Bonding Co , Inc

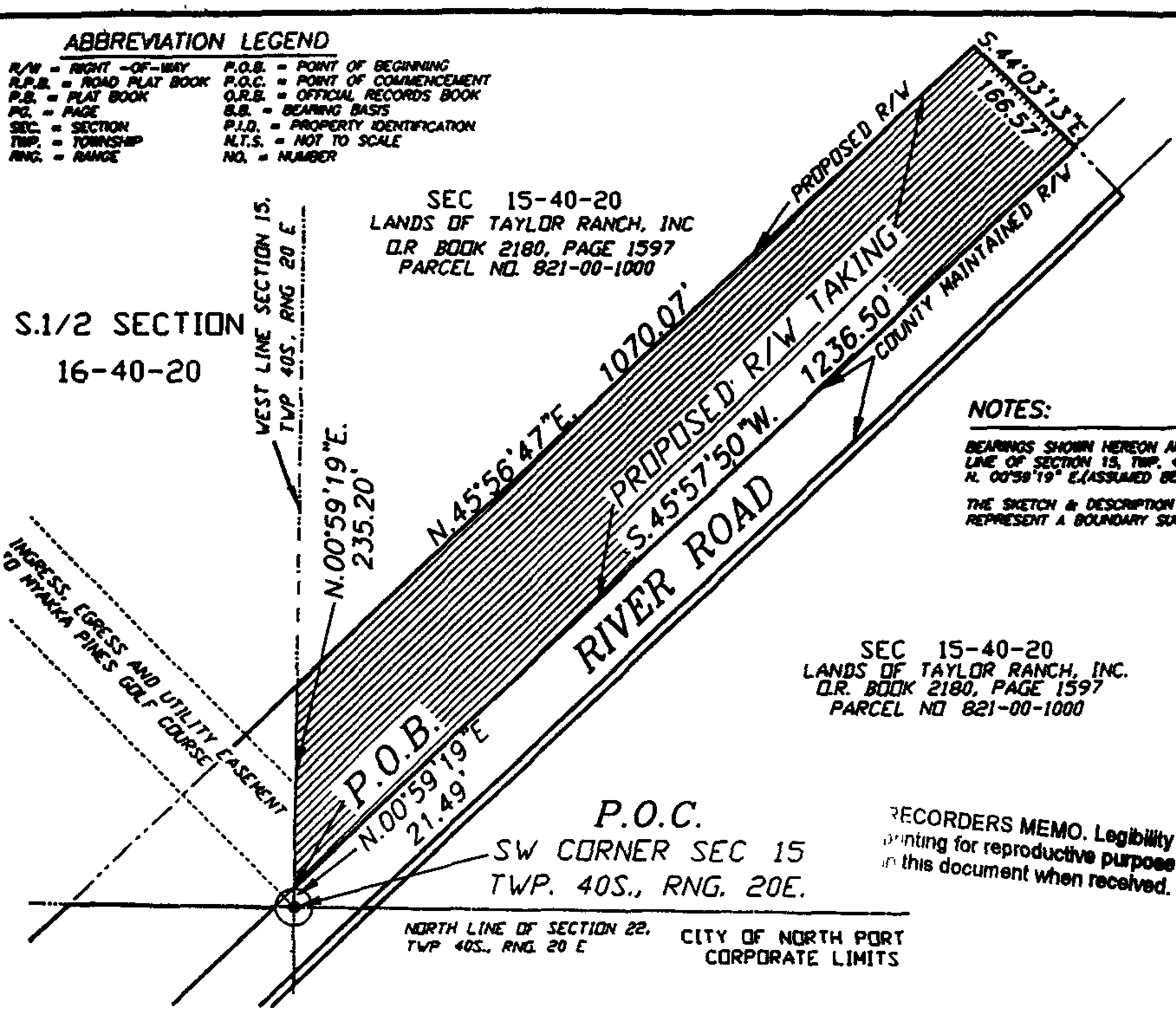
Stacey Ford
Printed Name:
Notary Public
My Commission Expires

T19-8108

Laser Generated by © Display Systems Inc 2000 (863) 763 5555 Form FLWD-1

ABBREVIATION LEGEND

R/W = RIGHT -OF-WAY	P.O.B. = POINT OF BEGINNING
R.P.B. = ROAD PLAT BOOK	P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK	O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE	B.B. = BEARING BASIS
SEC. = SECTION	P.I.D. = PROPERTY IDENTIFICATION
TWP. = TOWNSHIP	N.T.S. = NOT TO SCALE
RNG. = RANGE	NO. = NUMBER



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 15, TWP. 40S., RNG. 20E., BEING N. 00°59'19" E.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

RECORDERS MEMO. Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING NORTHWESTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE N.00°59'19"E., ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 21.49 FEET, FOR A POINT OF BEGINNING, THENCE CONTINUE ALONG SAID SECTION LINE, N.00°59'19"E., 235.20 FEET; THENCE N 45°56'47"E., 1070 07 FEET; THENCE S.44°03'13"E., 166.57 FEET, TO SAID EXISTING MAINTAINED RIGHT-OF-WAY LINE, THENCE S.45°57'50"W, ALONG SAID MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 1236.50 FEET, TO THE POINT OF BEGINNING

ALL LYING AND BEING IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA. PARCEL CONTAINING 191,899 SQUARE FEET OR 4 41 ACRES, MORE OR LESS

STRAYER SURVEYING
& MAPPING, INC
763 SHAMROCK BLVD
VENICE, FL 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO 6639

DATE 1/4/00

ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REGN NO 5027

REVISED 3/30/00, MAINTAINED R/W

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

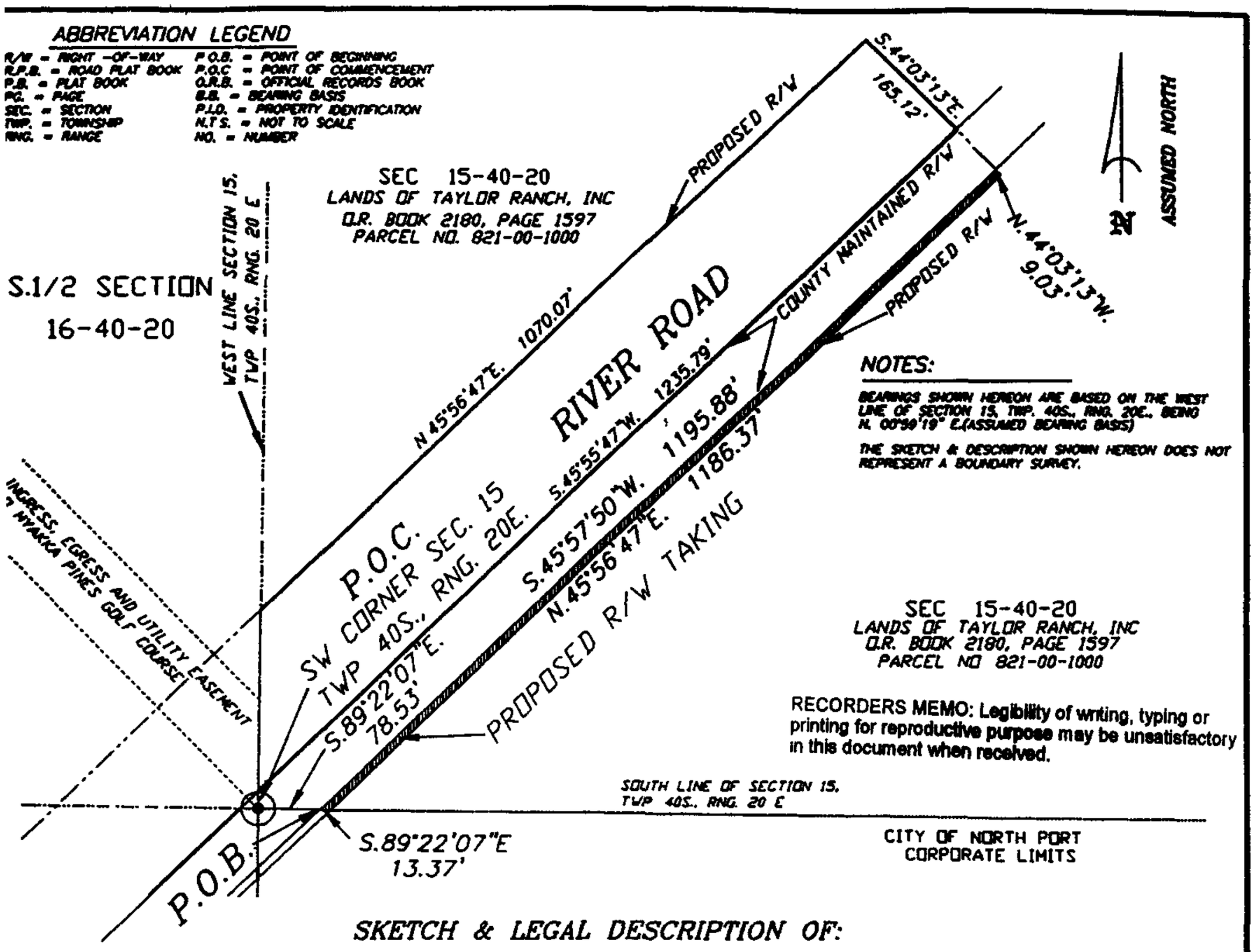
FEE SIMPLE INTEREST

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO 95819					
PARCEL NO 100	DRAWN	R B S	DATE	02/18/00	SCALE 1"=200'
PARCEL CONTAINS 191,899 SQ FT ±	CHECKED	B G R	DATE	02/21/00	FILE NO RIVER100

OFFICIAL RECORDS INSTRUMENT # 2000076556 0 PG

ABBREVIATION LEGEND

R/W = RIGHT -OF-WAY	P.O.B. = POINT OF BEGINNING
R.P.B. = ROAD PLAT BOOK	P.O.C = POINT OF COMMENCEMENT
P.B. = PLAT BOOK	O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE	B.B. = BEARING BASIS
SEC. = SECTION	P.I.D. = PROPERTY IDENTIFICATION
TWP. = TOWNSHIP	N.T.S. = NOT TO SCALE
RNG. = RANGE	NO. = NUMBER



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 15, TWP. 40S., RNG. 20E., BEING N. 00°30'19" E.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

SEC 15-40-20
LANDS OF TAYLOR RANCH, INC
O.R. BOOK 2180, PAGE 1597
PARCEL NO 821-00-1000

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING SOUTHEASTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE S.89°22'07"E., ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 78.53 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION LINE, S.89°22'07"E., 13.37 FEET; THENCE N 45°56'47"E., 1186 37 FEET, THENCE N.44°03'13"W., 9.03 FEET, TO SAID EXISTING MAINTAINED RIGHT-OF-WAY LINE, THENCE S 45°57'50"W, ALONG SAID MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 1195 88 FEET, TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA. PARCEL CONTAINING 10,977 SQUARE FEET , MORE OR LESS

STRAYER SURVEYING
& MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL. 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

DATE 1/4/00

ROBERT B. STRAYER JR.
FLORIDA SURVEYOR & MAPPER REG. NO 5027

REVISED: 3/31/00, MAINTAINED R/W

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

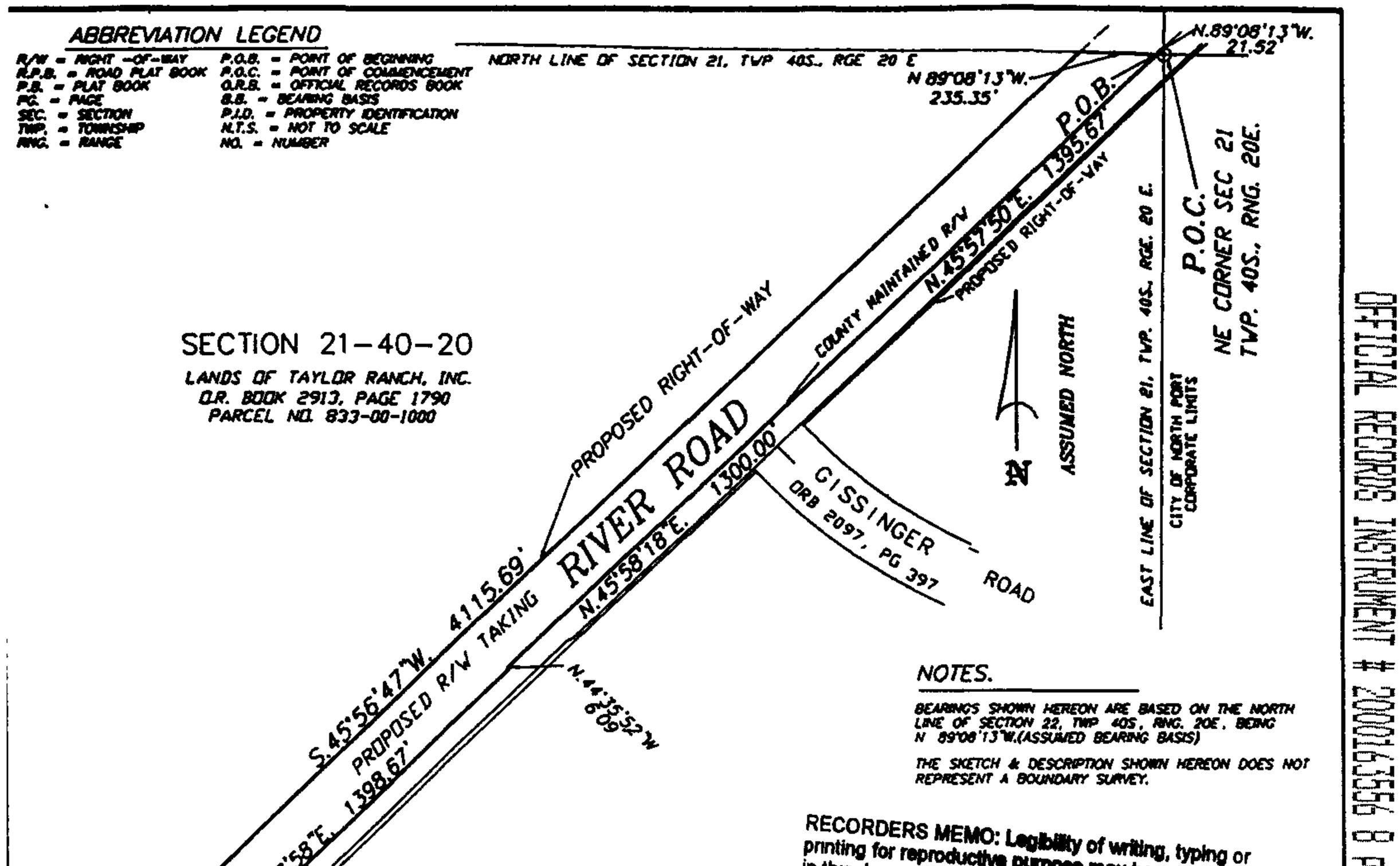
FEE SIMPLE INTEREST

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO 95819					
PARCEL NO 100-A	DRAWN	R B S	DATE	02/18/00	SCALE 1"=200'
PARCEL CONTAINS 10 977 SQ FT ±	CHECKED	B G R	DATE	02/21/00	FILE NO. RIVER100-A

OFFICIAL RECORDS INSTRUMENT # 2000076669 8 pgs

ABBREVIATION LEGEND

R/W = RIGHT -OF-WAY	P.O.B. = POINT OF BEGINNING
R.P.B. = ROAD PLAT BOOK	P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK	O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE	B.B. = BEARING BASIS
SEC. = SECTION	P.I.D. = PROPERTY IDENTIFICATION
TWP. = TOWNSHIP	N.T.S. = NOT TO SCALE
RNG. = RANGE	NO. = NUMBER



NOTES.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP 40S, RNG. 20E., BEING N 89°08'13"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

OFFICIAL RECORDS INSTRUMENT # 2000176766 8 pgs

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING NORTHWESTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE N 89°08'13"W., ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 21 52 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION LINE, N.89°08'13"W, 235 35 FEET, THENCE S 45°56'47"W., 4115.69 FEET; THENCE S.44°03'14"E., 168.69 FEET, TO SAID EXISTING MAINTAINED RIGHT-OF-WAY OF LINE OF SOUTH RIVER ROAD; THENCE ALONG SAID MAINTAINED RIGHT-OF-WAY BY THE FOLLOWING SIX (6) CALLS N.45°57'58"E., 188.07 FEET, S 44°01'55"E, 2.20 FEET; N 45°57'58"E, 1398 67 FEET, N 44°35'52"W, 6.09 FEET, N 45°58'18"E, 1300 00 FEET, N 45°57'50"E, 1395 67 FEET, TO THE POINT OF BEGINNING

ALL LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA
PARCEL CONTAINING 704,148 SQUARE FEET OR 16.17 ACRES, MORE OR LESS

STRAYER SURVEYING
& MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO 6639

DATE 4/4/00

ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REG N NO 5027

REVISED. 4\10\00, MAINTAINED R/W

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO. 95819

PARCEL NO 106	DRAWN	R B S	DATE	4/3/00	SCALE 1"=500'
PARCEL CONTAINS 704,148 SQ FT ±	CHECKED	B G R	DATE	4/3/00	FILE NO RIVER106

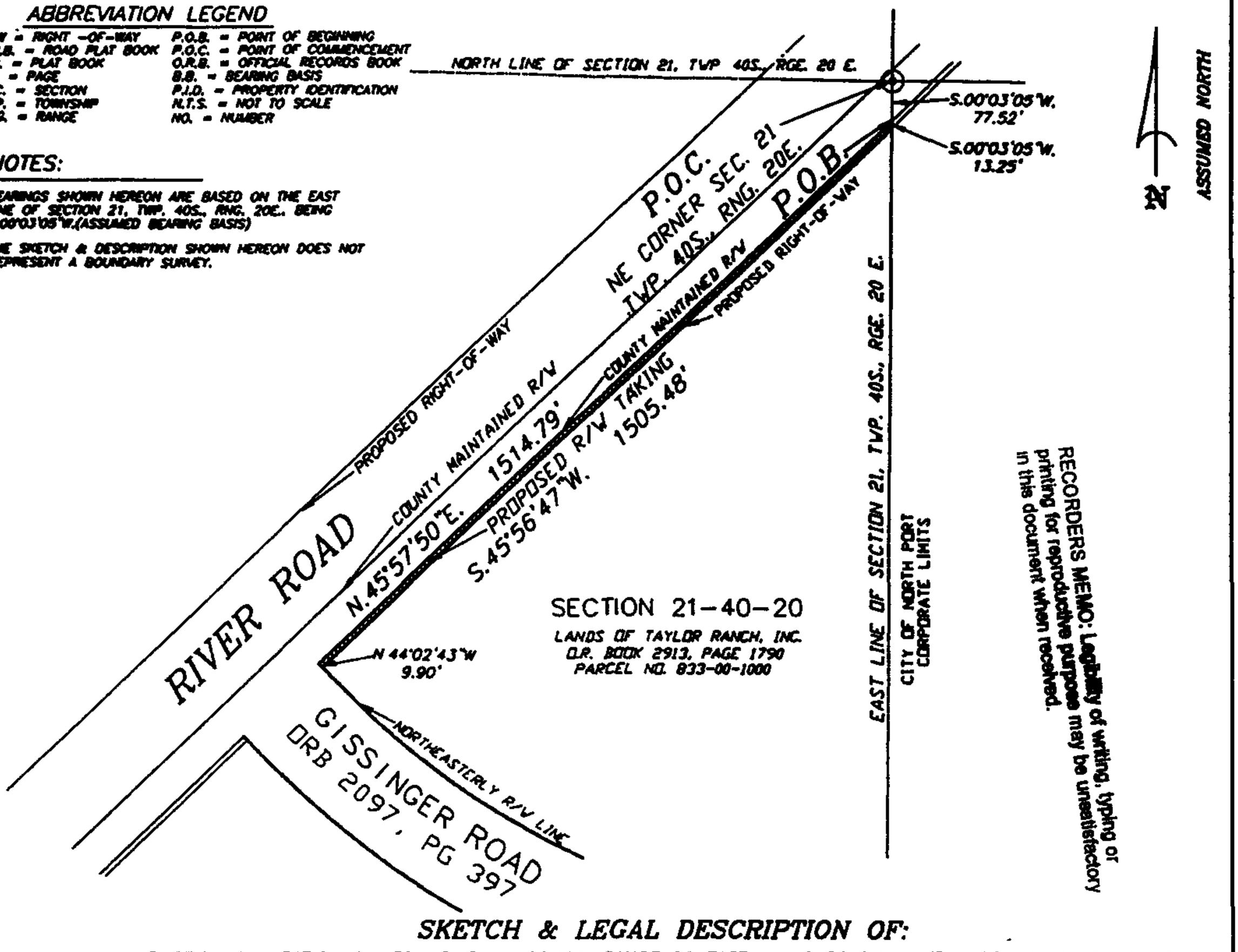
ABBREVIATION LEGEND

R/W = RIGHT -OF-WAY	P.O.B. = POINT OF BEGINNING
R.P.B. = ROAD PLAT BOOK	P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK	O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE	B.B. = BEARING BASIS
SEC. = SECTION	P.I.D. = PROPERTY IDENTIFICATION
TWP. = TOWNSHIP	N.T.S. = NOT TO SCALE
RNG. = RANGE	NO. = NUMBER

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 21, TWP. 40S., RNG. 20E., BEING S.00°03'05"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.



RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

OFFICIAL RECORD INSTRUMENT # 2000176656 DO

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING SOUTHEASTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°03'05"W., ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 77.52 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION LINE, S.00°03'05"W., 13.25 FEET; THENCE S.45°56'47"W., 1505.48 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GISSINGER ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 2097, PAGE 397, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, N 44°02'43"W. 9.90 FEET, TO THE SAID MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD; THENCE N.45°57'50"E., ALONG SAID MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 1514.79 FEET, TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA
PARCEL CONTAINING 14,600 8 SQUARE FEET , MORE OR LESS

STRAYER SURVEYING
& MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL. 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

DATE 4/4/00

ROBERT B STRAYER JR
FLORIDA SURVEYOR & MAPPER REG. NO 5027

REVISED 4/1/00, MAINTAINED R/W

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

RIVER ROAD / WINCHESTER BOULEVARD PROJ. NO. 95819					
PARCEL NO 106-A	DRAWN	RBS	DATE	02/18/00	SCALE 1"=300'
PARCEL CONTAINS 14,600 8 SQ FT ±	CHECKED	BGR	DATE	02/21/00	FILE NO RIVER106A

OFFICIAL RECORDS INSTRUMENT # 200016355 6 pgs

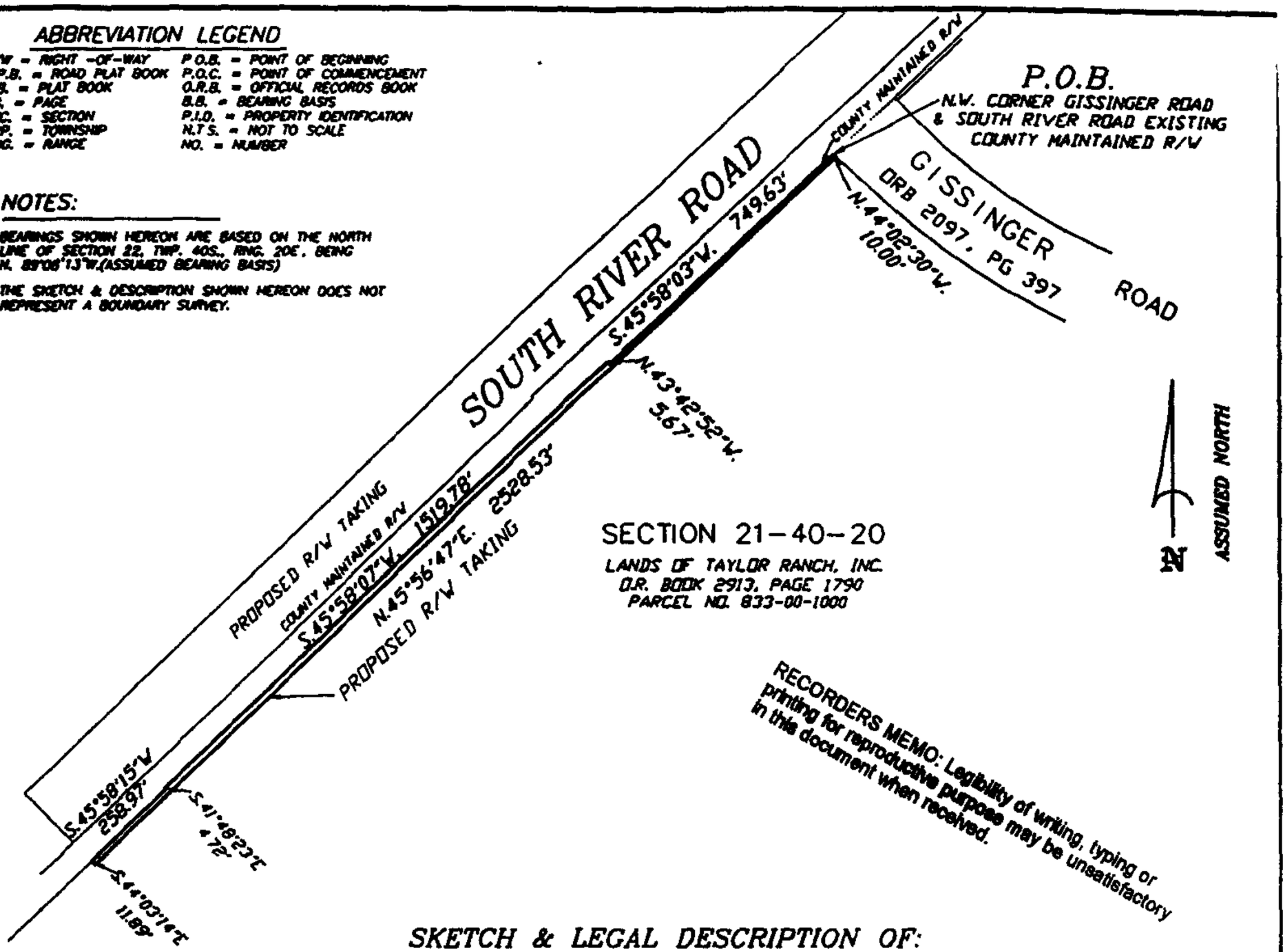
ABBREVIATION LEGEND

R/W = RIGHT -OF-WAY	P.O.B. = POINT OF BEGINNING
R.P.B. = ROAD PLAT BOOK	P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK	O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE	B.B. = BEARING BASIS
SEC. = SECTION	P.I.D. = PROPERTY IDENTIFICATION
TWP. = TOWNSHIP	N.T.S. = NOT TO SCALE
RNG. = RANGE	NO. = NUMBER

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP. 40S., RNG. 20E., BEING N. 89°08'13"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.



RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING SOUTHEASTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF SOUTH RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGIN AT THE NORTHWEST CORNER OF GISSINGER ROAD (A 200' R/W) AS RECORDED IN OFFICIAL RECORDS BOOK 2097, PAGE 397, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND SOUTH RIVER ROAD (A COUNTY MAINTAINED R/W) AS PER MAINTENANCE MAPS OF RECORD FOR SOUTH RIVER ROAD, THENCE ALONG SAID MAINTAINED RIGHT-OF-WAY BY THE FOLLOWING FIVE (5) COURSES, S.45°58'03"W., 749.63 FEET, N.43°42'52"W., 5.67 FEET, S.45°58'07"W., 1519.78 FEET, S.41°48'23"E., 4.72 FEET, S.45°58'15"W., 258.97 FEET; THENCE LEAVING SAID MAINTAINED RIGHT-OF-WAY, S.44°03'14"E., 11.89 FEET, THENCE N.45°56'47"E., 2528.53 FEET, TO THE SOUTH-WESTERLY RIGHT-OF-WAY LINE OF SAID GISSINGER ROAD, THENCE ALONG SAID RIGHT-OF-WAY, N.44°02'30"W., 10.00 FEET, TO THE POINT OF BEGINNING

ALL LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA
PARCEL CONTAINING 35,287.0 SQUARE FEET OR 0.81 ACRES, MORE OR LESS

STRAYER SURVEYING
& MAPPING, INC.
763 SHAMROCK BLVD.
VENICE, FL 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6613

DATE

ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REG'N NO. 5027

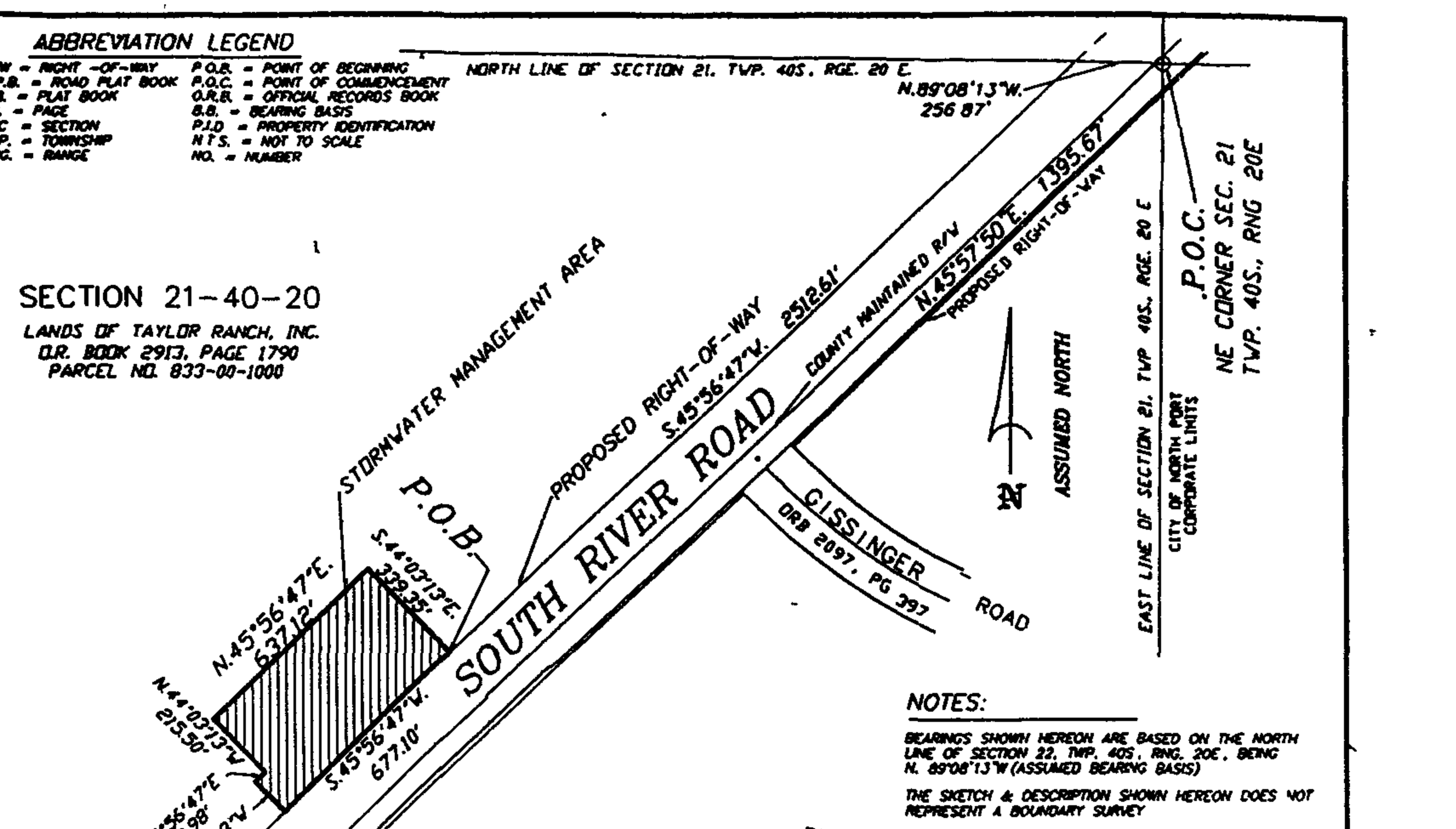
PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

RIVER ROAD / WINCHESTER BOULEVARD PROJ. NO 95819					
PARCEL NO 106-B	DRAWN	R B S	DATE	3/30/00	SCALE 1"=400'
PARCEL CONTAINS 35 287 0 SQ FT ±	CHECKED	J F	DATE	4/5/00	FILE NO RIVER106-B

ABBREVIATION LEGEND

R/W = RIGHT -OF-WAY	P.O.B. = POINT OF BEGINNING
R.P.B. = ROAD PLAT BOOK	P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK	O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE	B.B. = BEARING BASIS
SEC = SECTION	P.I.D = PROPERTY IDENTIFICATION
TWP. = TOWNSHIP	N.T.S. = NOT TO SCALE
RNG. = RANGE	NO. = NUMBER



SECTION 21-40-20

LANDS OF TAYLOR RANCH, INC.
O.R. BOOK 2913, PAGE 1790
PARCEL NO. 833-00-1000

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP. 40S., RNG. 20E., BEING N. 89°08'13"W (ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A STORMWATER MANAGEMENT AREA LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE N.89°08'13"W., ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 256.87 FEET; THENCE S.45°56'47"W, 2512.61 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE S.45°56'47"W., 677.10 FEET; THENCE N 44°03'13"W., 123.85 FEET; THENCE N.45°56'47"E., 39.98 FEET; THENCE N.44°03'13"W, 215.50 FEET; THENCE N.45°56'47"E, 637 12 FEET, THENCE S 44°03'13"E., 339.35 FEET, TO THE POINT OF BEGINNING

PARCEL CONTAINING 221,159.4 SQUARE FEET OR 5 08 ACRES, MORE OR LESS.

STRAYER SURVEYING
& MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL. 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

DATE: 10/20/00

ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REG N NO 502"

REVISED 10/16/00

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

RIVER ROAD / WINCHESTER BOULEVARD PROJ. NO. 95819

PARCEL NO 106 5	DRAWN	R B S	DATE	4/10/00	SCALE N T S
PARCEL CONTAINS 221,159 4 SQ FT ±	CHECKED	B G R	DATE	4/12/00	FILE NO. RIVER106 5

OFFICIAL RECORDS INSTRUMENT # 2000176267 0 PG 2 OF 2

ABBREVIATION LEGEND

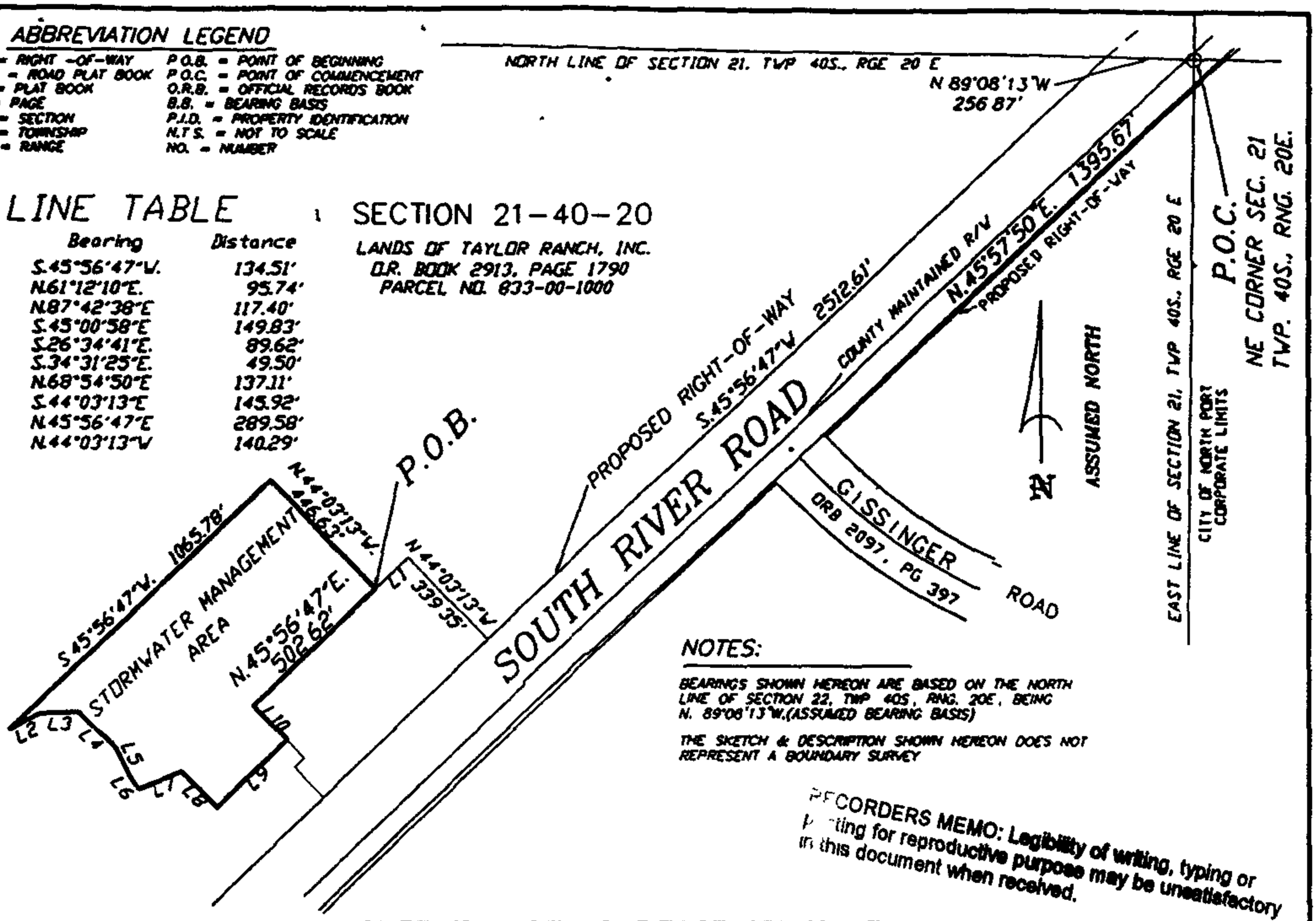
= RIGHT -OF-WAY	P.O.B. = POINT OF BEGINNING
R. = ROAD PLAT BOOK	P.O.C. = POINT OF COMMENCEMENT
= PLAT BOOK	O.R.B. = OFFICIAL RECORDS BOOK
= PAGE	B.B. = BEARING BASIS
= SECTION	P.I.D. = PROPERTY IDENTIFICATION
= TOWNSHIP	N.T.S. = NOT TO SCALE
= RANGE	NO. = NUMBER

LINE TABLE

	Bearing	Distance
	S.45°56'47"W.	134.51'
	N.61°12'10"E.	95.74'
	N.87°42'38"E	117.40'
	S.45°00'58"E	149.83'
	S.26°34'41"E.	89.62'
	S.34°31'25"E.	49.50'
	N.68°54'50"E	137.11'
	S.44°03'13"E	145.92'
	N.45°56'47"E	289.58'
	N.44°03'13"W	140.29'

SECTION 21-40-20

LANDS OF TAYLOR RANCH, INC.
O.R. BOOK 2913, PAGE 1790
PARCEL NO. 833-00-1000



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP 40S, RNG. 20E, BEING N. 89°08'13"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A STORMWATER MANAGEMENT AREA LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE N.89°08'13"W., ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 256 87 FEET; THENCE S 45°56'47"W., 2512 61 FEET; THENCE N.44°03'13"W., 339 35 FEET, THENCE S 45°56'47"W, 134 51 FEET, FOR A POINT OF BEGINNING THENCE N.44°03'13"W, 446.63 FEET; THENCE S.45°56'47"W, 1065 78 FEET, THENCE N.61°12'10"E, 95.74 FEET, THENCE N 87°42'38"E, 117.40 FEET, THENCE S 45°00'58"E., 149.83 FEET; THENCE S.26°34'41"E, 89.62 FEET; THENCE S 34°31'25"E., 49.50 FEET, THENCE N 68°54'50"E., 137 11 FEET; THENCE S.44°03'13"E, 145 92 FEET, THENCE N.45°56'47"E., 289 58 FEET; THENCE N 44°03'13"W, 140.29 FEET, THENCE N 45°56'47"E, 502.62 FEET, TO THE POINT OF BEGINNING

PARCEL CONTAINING 443,041 6 SQUARE FEET OR 10 17 ACRES, MORE OR LESS

STRAYER SURVEYING
& MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

DATE 10/20/00

RT B STRAYER JR
FDA SURVEYOR & MAPPER REG'N NO 5027

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO 95819					
PARCEL NO 106 5A	DRAWN	R.B.S	DATE	10/12/00	SCALE N T S
PARCEL CONTAINS 443 041 6 SQ FT ±	CHECKED	B G.R	DATE	10/18/00	FILE NO RIVER106 5A

PLOT 1"=500'

OFFICIAL RECORDS INSTRUMENT # 2001/7667 OR 959

65

THIS INSTRUMENT PREPARED BY:
STEPHEN B. KEYSER, ESQ.
FERGESON, SKIPPER, SHAW, KEYSER,
BARON & TIRABASSI, P.A.
P.O. BOX 3018
SARASOTA, FL 34230
File No. 5401/22952

2008060371

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008060371 65 PGS
2008 MAY 02 11:51 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
DCOURSEY Receipt#1043266
Doc Stamp-Deed: 134,890.00

Documentary Stamps: $ 134,890 –
Recording Fee: $ _____

Parcel ID #'s: 0762-00-3030, 0775-00-2000, 0785-00-1000, 0787-12-0001, 0788-04-0002, 0788-05-0001, 0797-00-1000, 0811-00-1000, 0821-00-1000, 0829-00-1000, 0830-00-1000, 0831-00-1000, 0833-00-1000

WARRANTY DEED

This Warranty Deed *is made by* ***FOURTH QUARTER PROPERTIES XXXII, LLC, a Georgia Limited Liability Company,*** *herein called "Grantor", whose post office address is 45 Ansley Drive, Newnan, GA 30263 to* ***SARASOTA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA*** *herein called "Grantee", whose address is P.O. Box 8, Sarasota, FL 34230. (The terms "Grantor" and "Grantee" include all the parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns).*

Grantor, in consideration of $10.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys to Grantee the following described real property in SARASOTA County, Florida:

ATTACHED AS EXHIBIT "A" AND DESCRIBED AS PARCEL 1 AND PARCEL 2 (THE "PROPERTY")

SUBJECT TO easements, reservations and restrictions of record, zoning and governmental regulations, and taxes for 2008 and subsequent years. Grantee's use of Parcel 1 shall be restricted to use as a public road and ancillary uses associated with the roadway and its construction. Grantee's use of Parcel 2 shall be restricted to a nature preserve and passive recreational uses.

TOGETHER WITH all hereditaments, easements, rights-of-ways, appurtenances, passages, water

rights, timber and mineral interests, drainage rights, and any and all other rights, liberties and privileges thereon or in any way now or hereafter appertaining.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said property in fee simple; that Grantor has good right and lawful authority to sell and convey said property; that Grantor hereby fully warrants the title to the property and will defend the title against all lawful claims of all persons whomsoever and that the property is free of all encumbrances not set forth herein. .

Executed on April 29, *2008.*

Witnesses:

Deborah Mathis
Print Name: Deborah Mathis

Deidra Willis
Print Name: Deidra Willis

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

BY: Stanley E. Thomas
AS ITS: Manager

STATE OF GEORGIA
COUNTY OF Coweta

The foregoing instrument was acknowledged before me on April 29, *2008 by* Stanley E. Thomas *AS* Manager *OF* ***FOURTH QUARTER PROPERTIES XXXII, LLC, A GEORGIA LIMITED LIABILITY COMPANY***
who is/are : (✓) *personally known to me; or*
( ) *who has/have produced* _____ *Driver's License as identification; or*
( ) *who has/have produced other* _____ *as identification.*

Crystal Clark
Name: Crystal Clark
Notary Public
Serial Number (if any) _____
Commission Expiration Date 3/22/2010

CRYSTAL CLARK NOTARY PUBLIC COWETA COUNTY EXPIRES GEORGIA MAR. 22, 2010

Doc #:395217

EXHIBIT "A"

Parcel 1

PARCEL 100 A

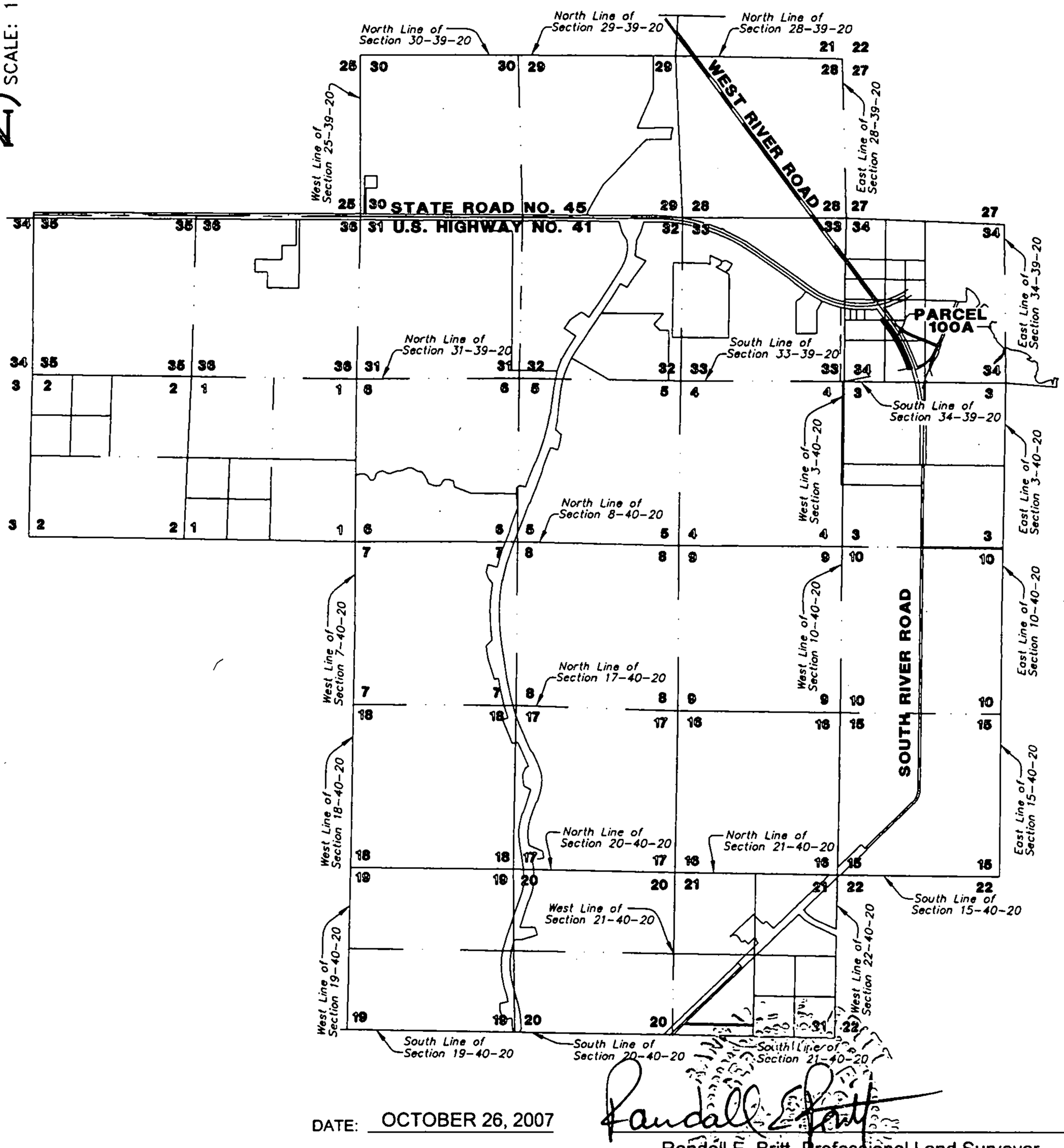
SKETCH OF DESCRIPTION

SHEET 1 OF 4

RIGHT OF WAY

LOCATION MAP

SCALE: 1"=5000'



DATE: OCTOBER 26, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Vaid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007

JOB NUMBER: 07-05-25(100A)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 100 A

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°24'59"W., along the South Line of the Southwest Quarter of said Section 34, a distance of 204.95 feet to a point on the baseline of survey, as shown on the Sarasota County Right of Way Map for River Road (Project No. 95760), same being a point on a curve to the left having a radius of 5729.58 feet, a central angle of 05°13'19", a chord bearing of N.16°30'08"W., and a chord length of 522.02 feet; thence along said baseline of survey and the arc of said curve, an arc length of 522.20 feet; thence S.70°53'13"W., perpendicular to said baseline of survey, a distance of 110.00 feet to the most northerly corner of lands described in Official Records Instrument No. 2000002794, Public Records of Sarasota County, Florida, for a POINT OF BEGINNING; thence S.78°41'04"W., along the northerly line of lands described in Official Records Instrument No. 2000002794, a distance of 95.45 feet to a point on a curve to the left having a radius of 5524.77 feet, a central angle of 13°17'23", a chord bearing of N.25°53'28"W., and a chord length of 1278.60 feet; thence along the arc of said curve an arc length of 1281.47 feet; thence N.36°45'48"W., a distance of 535.40 feet to the South line of the North Half of the Northwest Quarter of the Southwest Quarter of Section 34; thence S.89°37'27"E., along the South line of the North Half of the Northwest Quarter of the Southwest Quarter of Section 34, a distance of 108.43 feet to the Southwest corner of the North Half of the Northwest Quarter of the Southwest Quarter of said Section 34; thence S.89°37'27"E., along the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 34, a distance of 4.10 feet to a point on the Westerly Right of Way line of South River Road, per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida; thence along said Westerly Right of Way line of South River Road, the following four (4) courses: (1) S.36°39'07"E., a distance of 71.08 feet to a point on a curve to the right having a radius of 5599.32 feet, a central angle of 02°00'54", a chord bearing of S.35°38'40"E., and a chord length of 196.90 feet; (2) thence along the arc of said curve an arc length of 196.91 feet; (3) thence N.55°21'47"E., a distance of 20.00 feet to a point on a curve to the right having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of S.26°52'28"E., and a chord length of 1517.98 feet; (4) thence along the arc of said curve an arc length of 1522.64 feet to the POINT OF BEGINNING.

Parcel contains 170,056 Square Feet, or 3.9040 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007

JOB NUMBER: 07-05-25(100A)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 100 A

SKETCH OF DESCRIPTION

SHEET 3 OF 4

MATCHLINE
SEE SHEET 4 OF 4

RIGHT OF WAY

OLD RIVER ROAD

Northerly Line of Lands Described in O.R.I. 199911833

SCALE: 1"=200'

South Line of NE 1/4 of the SW 1/4 of Section 34-39-20

R/W Line Per Florida DOT R/W Map Section 17550-2601, & O.R. Book 2679/450

North Line of SE 1/4 of the SW 1/4 of Section 34-39-20

PARCEL 100A
170,056 SQ. FT.

C4

SOUTH RIVER ROAD

C2

Not Included Per O.R.I. 1999111833

East Line of SE 1/4 of the SW 1/4 of Section 34-39-20

Baseline of Survey as shown on the Sarasota County Right of Way Map for River Road (Project No. 95760)

Existing Right of Way Line per O.R. 2679/2750

110.00'
S.70°53'13"W.

Northerly line of lands described in O.R.I. #2000002794

L1

POINT OF BEGINNING
Most Northerly Corner of lands described in Official Records Instrument #2000002794

C1

POINT OF COMMENCEMENT
Southeast Corner of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East

South Line of SW 1/4 of Section 34-39-20

204.95'
N.89°24'59"W.

Basis of Bearing

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 78°41'04" W	95.45'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	5729.58'	05°13'19"	N 16°30'08" W	522.02'	522.20'
C2	5524.77'	13°17'23"	N 25°53'28" W	1278.60'	1281.47'
C4	5619.32'	15°31'30"	S 26°52'28" E	1517.98'	1522.64'

NOTES:

1. *This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearigns derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007

JOB NUMBER: 07-05-25(100A)

BRITT SURVEYING, INC.
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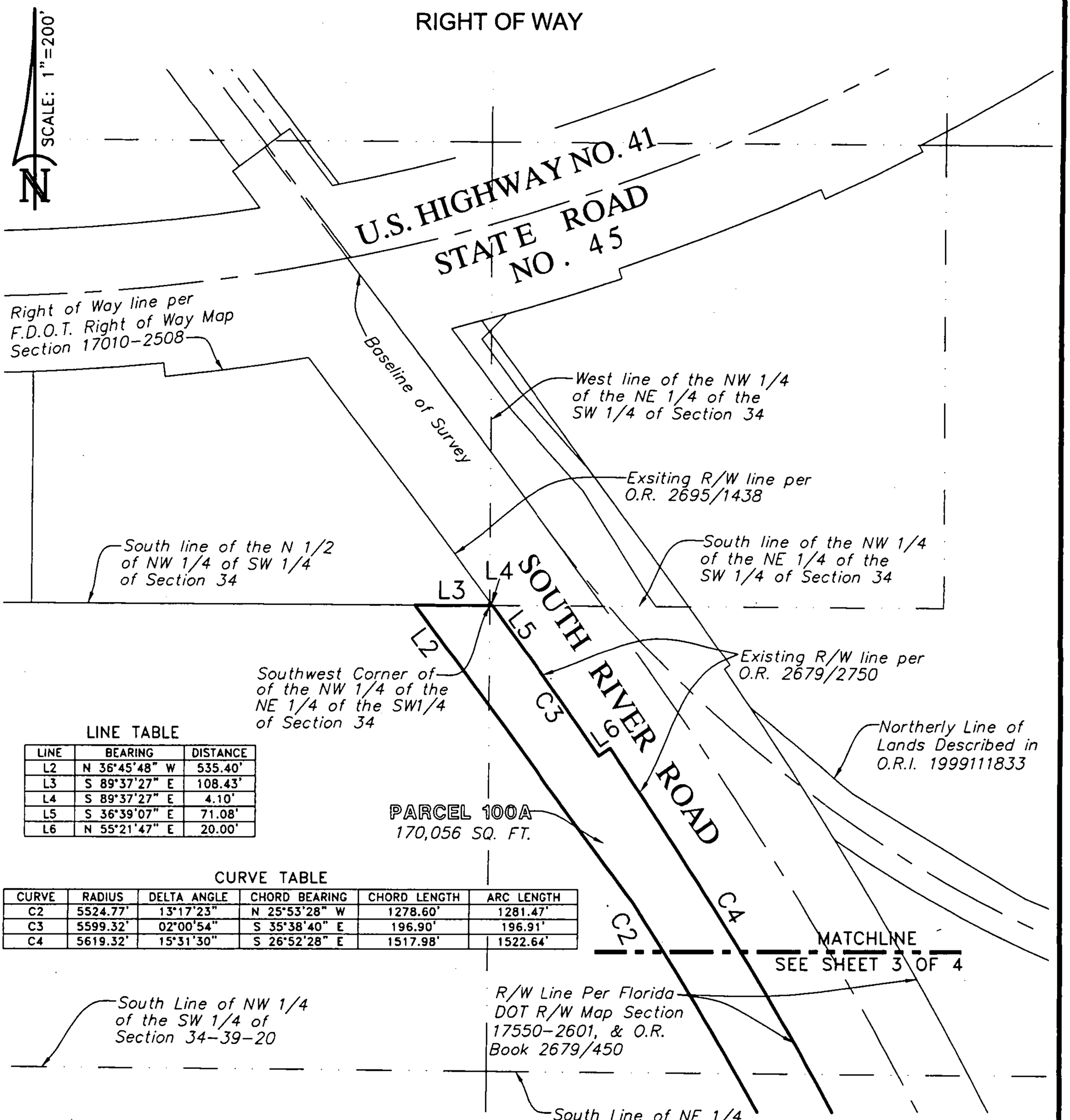
Email: bsi@brittsurveying.com

PARCEL 100 A

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 4 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L2	N 36°45'48" W	535.40'
L3	S 89°37'27" E	108.43'
L4	S 89°37'27" E	4.10'
L5	S 36°39'07" E	71.08'
L6	N 55°21'47" E	20.00'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C2	5524.77'	13°17'23"	N 25°53'28" W	1278.60'	1281.47'
C3	5599.32'	02°00'54"	S 35°38'40" E	196.90'	196.91'
C4	5619.32'	15°31'30"	S 26°52'28" E	1517.98'	1522.64'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007

JOB NUMBER: 07-05-25(100A)

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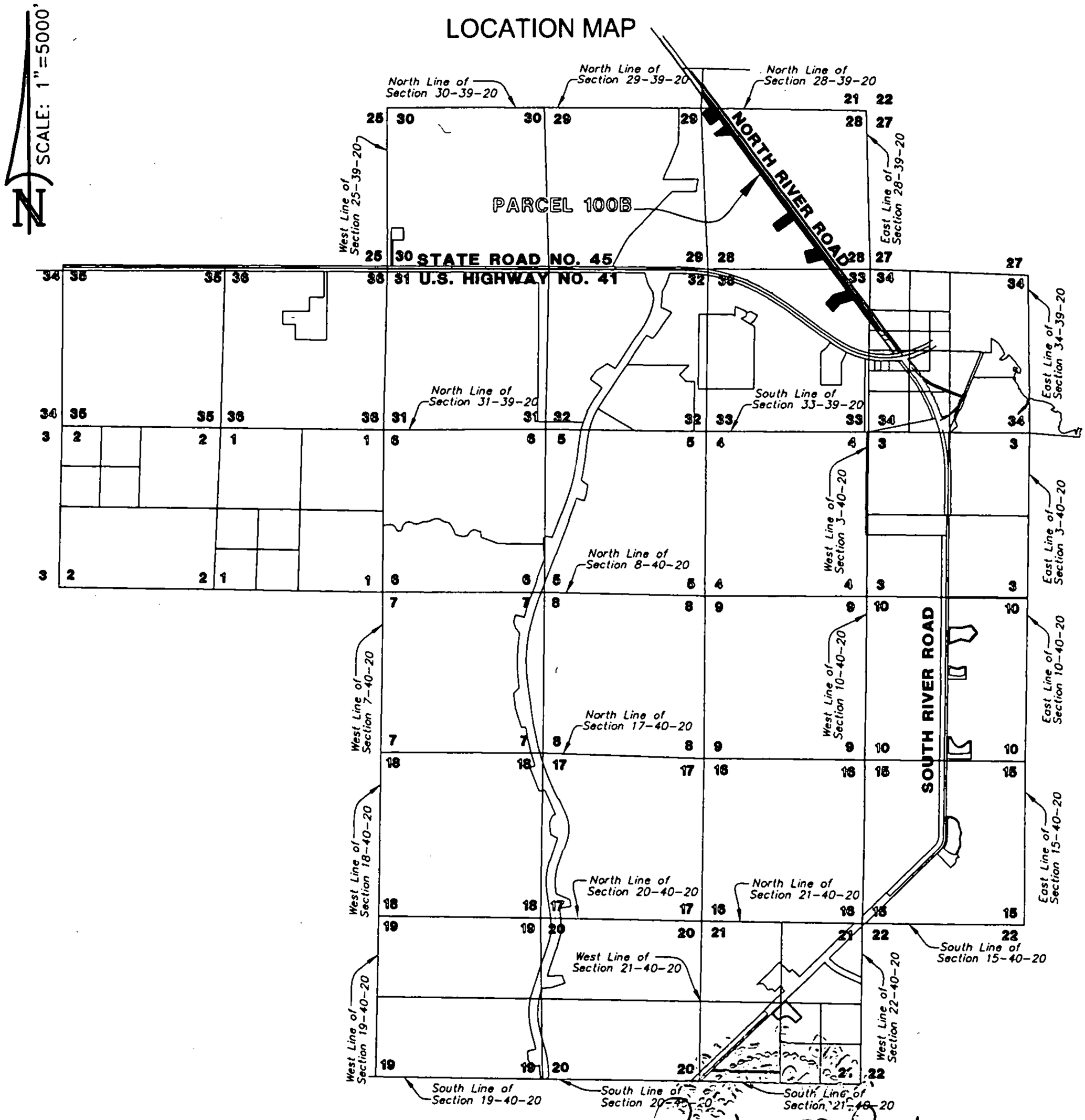
PARCEL 100 B

SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP



DATE: June 19, 2007

Randall E. Britt

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 5 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: June 19, 2007

JOB NUMBER: 07-05-25(B)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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PARCEL 100 B

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land lying in Sections 21, 28, 33, and 34, Township 39 South. Range 20 East, Sarasota County, Florida. More particularly described as follows:

COMMENCE at the Southwest Corner of Section 21 Township 39 South, Range 20 East, Sarasota County, Florida. thence along the West line of said Section 21, N.03°31'33"E., a distance of 445.09 feet to the POINT OF BEGINNING; thence N.03°31'33"E., a distance of 203.35 feet to a point on the Westerly Right-of-Way of North River Road, as shown in Florida Department of Transportation Right-of-Way Map, Section 17502-2902, as recorded in Road Plat Book 2, Page 44, Public Records of Sarasota County, Florida; thence along said Westerly Right-of-Way line the following four (4) courses: (1) thence S.33°54'28"E., a distance of 130.46 feet; (2) thence S.36°46'13"E., a distance of 100.00 feet; (3) thence S.39°37'57"E., a distance of 200.25 feet; (4) thence S.36°46'13"E., a distance of 9482.29 feet to the South Line of the North Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 39 South, Range 20 East; thence along said South Line of the North Half of the Southwest Quarter of the Northwest Quarter of Section 34, N.89°48'19"W., a distance of 168.96 feet; thence N.36°46'13"W., a distance of 1250.51 feet; thence S.73°00'35"W., a distance of 469.59 feet; thence S.40°38'04"W., a distance of 308.73 feet to a point on a curve to the right, having a radius of 49.00 feet, a central angle of 96°58'34", a chord bearing of S.89°07'21"W., and a chord length of 73.38 feet; thence along the arc of said curve an arc length of 82.94 feet; thence N.42°23'22"W., a distance of 296.77 feet to a point on a curve to the right, having a radius of 50.00 feet, a central angle of 83°48'06", a chord bearing of N.00°34'31"W., and a chord length of 66.78 feet; thence along the arc of said curve an arc length of 73.13 feet; thence N.41°19'36"E., a distance of 302.82 feet to a point on a curve to the right, having a radius of 154.99 feet, a central angle of 31°41'04", a chord bearing of N.57°10'04"E., and a chord length of 84.62 feet; thence along the arc of said curve an arc length of 85.71 feet; thence N.73°00'34"E., a distance of 437.32 feet; thence N.36°46'13"W., a distance of 1267.76 feet; thence S.75°36'47"W., a distance of 513.37 feet to a point on a curve to the right, having a radius of 55.01 feet, a central angle of 88°55'47", a chord bearing of N.60°28'34"W., and a chord length of 77.06 feet; thence along the arc of said curve an arc length of 85.38 feet; thence N.16°00'17"W., a distance of 306.75 feet to a point on a curve to the right, having a radius of 55.00 feet, a central angle of 91°53'04", a chord bearing of N.29°56'46"E., and a chord length of 79.06 feet; thence along the arc of said curve an arc length of 88.21 feet; thence N.75°53'29"E., a distance of 351.43 feet; thence N.36°46'13"W., a distance of 1173.94 feet; thence S.53°13'48"W., a distance of 630.20 feet to a point on a curve to the right, having a radius of 49.80 feet, a central angle of 90°00'02", a chord bearing of N.81°46'15"W., and a chord length of 70.43 feet; thence along the arc of said curve an arc length of 78.22 feet; thence N.36°46'12"W., a distance of 214.73 feet to a point on a curve to the right, having a radius of 49.80 feet, a central angle of 90°00'00", a chord bearing of N.08°13'50"E., and a chord length of 70.43 feet; thence along the arc of said curve an arc length of 78.22 feet; thence N.53°13'47"E., a distance of 630.20 feet; thence N.36°46'13"W., a distance of 3136.50 feet; thence S.86°41'40"W., a distance of 540.12 feet; thence N.36°46'13"W., a distance of 114.21 feet; thence N.53°13'48"E., a distance of 450.58 feet; thence N.36°46'12"W., a distance of 272.46 feet; thence S.53°13'46"W., a distance of 323.00 feet to a point on a curve to the right, having a radius of 53.00 feet, a central angle of 90°00'11", a chord bearing of N.81°46'09"W., and a chord length of 74.95 feet; thence along the arc of said curve an arc length of 83.25 feet; thence N.36°46'13"W., a distance of 400.00 feet to a point on a curve to the right, having a radius of 53.00 feet, a central angle of 89°59'49", a chord bearing of N.08°13'49"E., and a chord length of 74.95 feet; thence along the arc of said curve an arc length of 83.25 feet; thence N.53°13'47"E., a distance of 323.00 feet; thence N.36°46'13"W., a distance of 481.12 feet to the POINT OF BEGINNING.

Parcel contains 2,362,525 Square Feet, or 54.23 Acres more or less.

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: June 19, 2007

JOB NUMBER: 07-05-25(B)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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PARCEL 100 B

SKETCH OF DESCRIPTION
RIGHT OF WAY

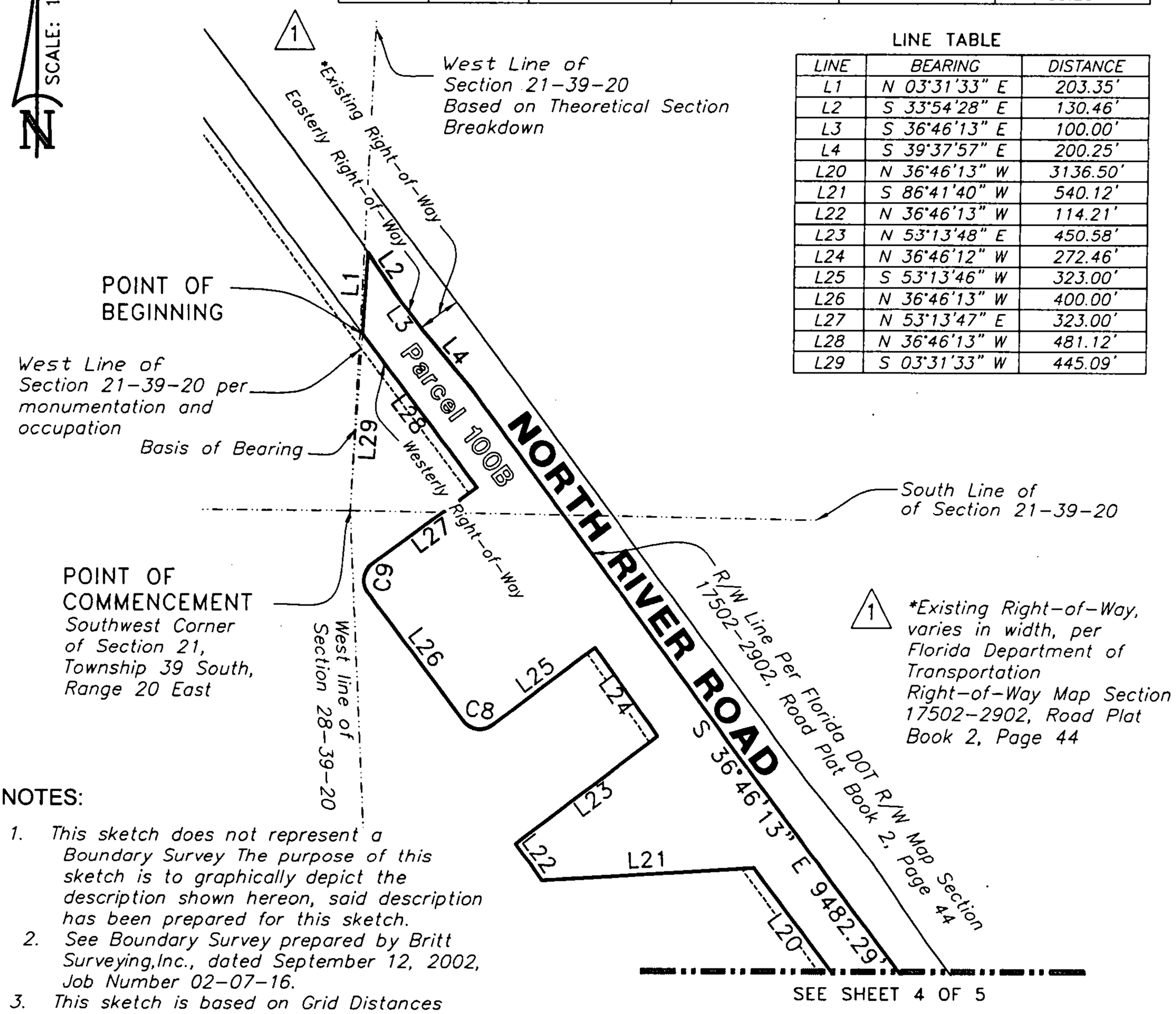
SCALE: 1"=400'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C8	53.00'	90°00'11"	N 81°46'09" W	74.95'	83.25'
C9	53.00'	89°59'49"	N 08°13'49" E	74.95'	83.25'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 03°31'33" E	203.35'
L2	S 33°54'28" E	130.46'
L3	S 36°46'13" E	100.00'
L4	S 39°37'57" E	200.25'
L20	N 36°46'13" W	3136.50'
L21	S 86°41'40" W	540.12'
L22	N 36°46'13" W	114.21'
L23	N 53°13'48" E	450.58'
L24	N 36°46'12" W	272.46'
L25	S 53°13'46" W	323.00'
L26	N 36°46'13" W	400.00'
L27	N 53°13'47" E	323.00'
L28	N 36°46'13" W	481.12'
L29	S 03°31'33" W	445.09'



SEE SHEET 4 OF 5

NOTES:

1. This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.
2. See Boundary Survey prepared by Britt Surveying,Inc., dated September 12, 2002, Job Number 02-07-16.
3. This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 5 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: June 19, 2007

JOB NUMBER: 07-05-25(B)

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LAND SURVEYORS AND MAPPERS
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Email: bsi@brittsurveying.com

PARCEL 100 B

SKETCH OF DESCRIPTION
RIGHT OF WAY

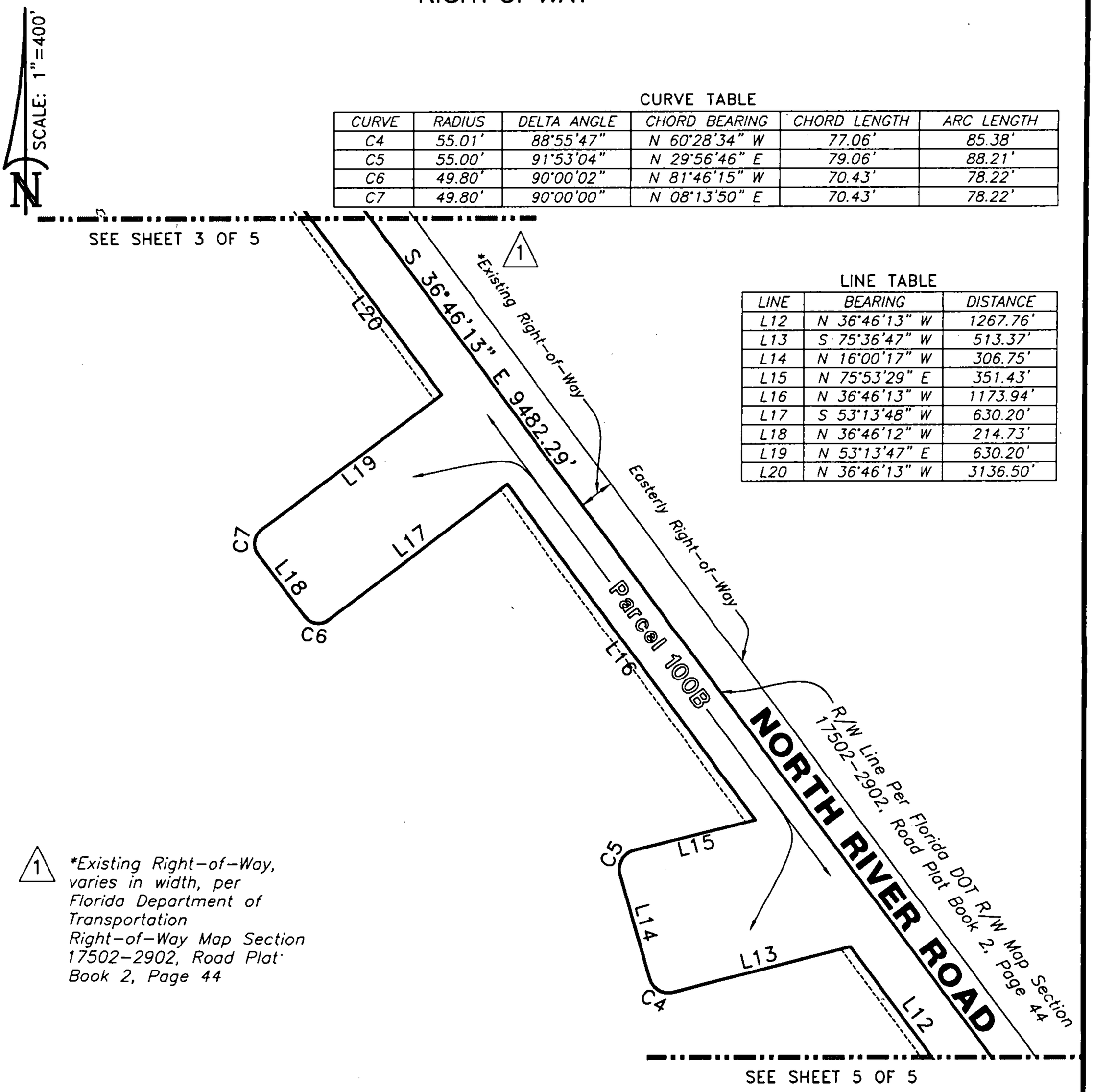
SCALE: 1"=400'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C4	55.01'	88°55'47"	N 60°28'34" W	77.06'	85.38'
C5	55.00'	91°53'04"	N 29°56'46" E	79.06'	88.21'
C6	49.80'	90°00'02"	N 81°46'15" W	70.43'	78.22'
C7	49.80'	90°00'00"	N 08°13'50" E	70.43'	78.22'

LINE TABLE

LINE	BEARING	DISTANCE
L12	N 36°46'13" W	1267.76'
L13	S 75°36'47" W	513.37'
L14	N 16°00'17" W	306.75'
L15	N 75°53'29" E	351.43'
L16	N 36°46'13" W	1173.94'
L17	S 53°13'48" W	630.20'
L18	N 36°46'12" W	214.73'
L19	N 53°13'47" E	630.20'
L20	N 36°46'13" W	3136.50'



1 *Existing Right-of-Way, varies in width, per Florida Department of Transportation Right-of-Way Map Section 17502-2902, Road Plat Book 2, Page 44

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 5 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: June 19, 2007

JOB NUMBER: 07-05-25(B)

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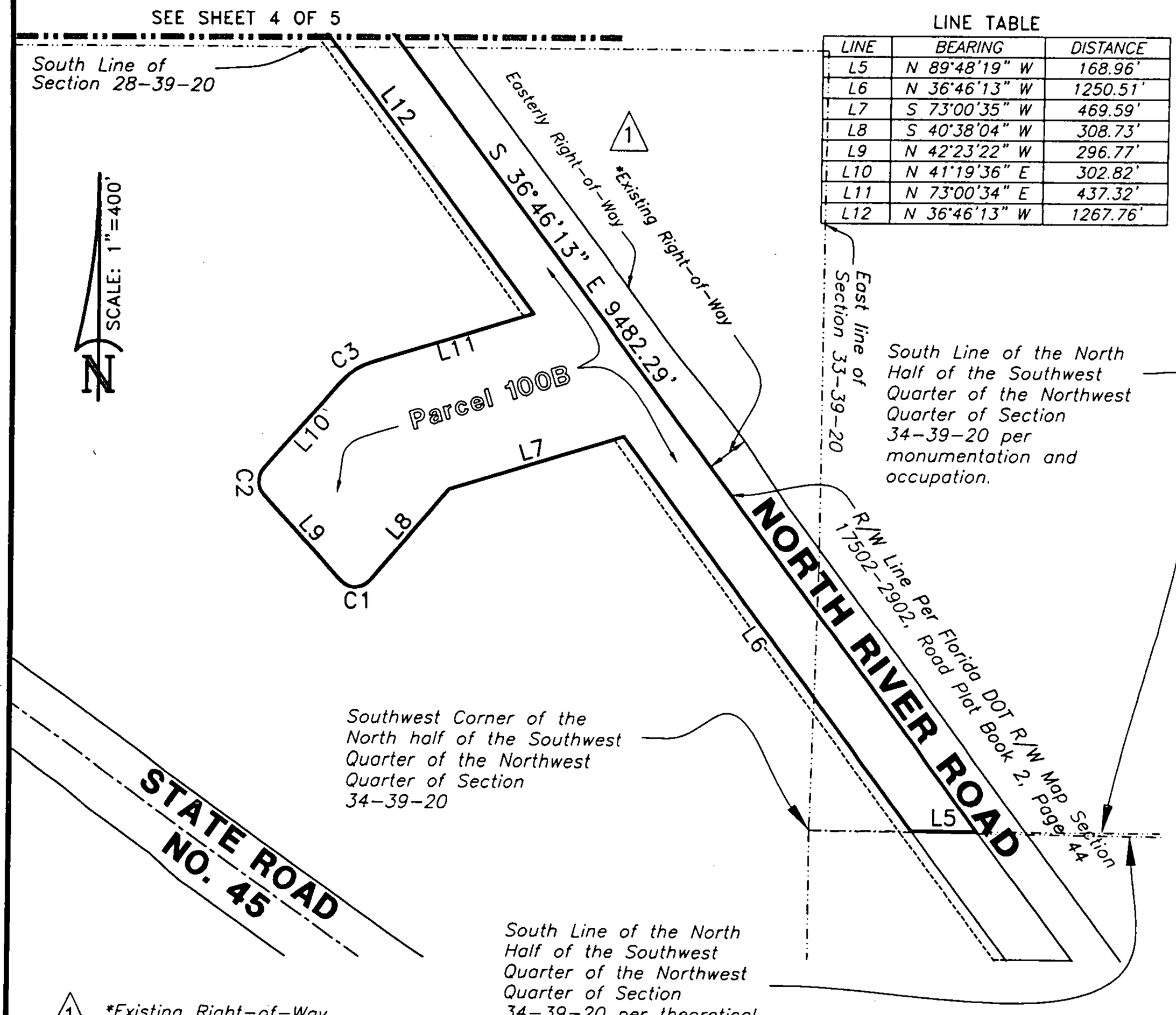
PARCEL 100 B

SKETCH OF DESCRIPTION
RIGHT OF WAY



LINE TABLE

LINE	BEARING	DISTANCE
L5	N 89°48'19" W	168.96'
L6	N 36°46'13" W	1250.51'
L7	S 73°00'35" W	469.59'
L8	S 40°38'04" W	308.73'
L9	N 42°23'22" W	296.77'
L10	N 41°19'36" E	302.82'
L11	N 73°00'34" E	437.32'
L12	N 36°46'13" W	1267.76'

1 *Existing Right-of-Way, varies in width, per Florida Department of Transportation Right-of-Way Map Section 17502-2902, Road Plat Book 2, Page 44

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	49.00'	96°58'34"	S 89°07'21" W	73.38'	82.94'
C2	50.00'	83°48'06"	N 00°34'31" W	66.78'	73.13'
C3	154.99'	31°41'04"	N 57°10'04" E	84.62'	85.71'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 5 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: June 19, 2007

JOB NUMBER: 07-05-25(B)

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Email: bsi@brittsurveying.com

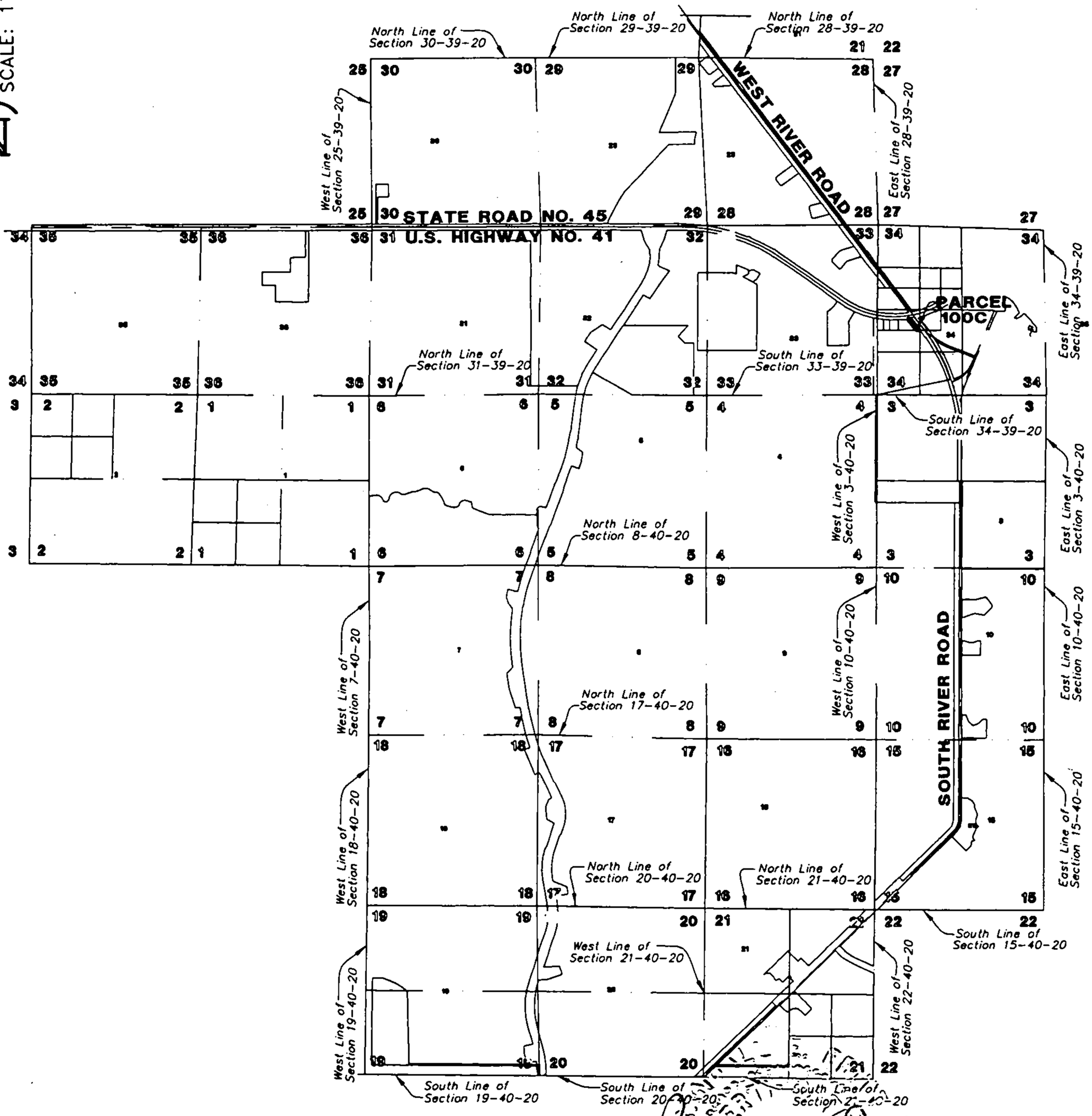
PARCEL 100 C

SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP

SCALE: 1"=5000'



DATE: OCTOBER 26, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007

JOB NUMBER: 07-05-25(100C)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 100 C

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land lying in Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°24'59"W., along the South line of the Southwest Quarter of said Section 34, a distance of 204.95 feet to a point on the baseline of survey, as shown on the Sarasota County Right of Way Map for River Road (Project No. 95790), same being a point on a curve to the left having a radius of 5729.58 feet, a central angle of 05°13'19", a chord bearing of N.16°30'08"W., and a chord length of 522.02 feet; thence along said baseline of Survey, and the arc of said curve, an arc length of 522.20 feet; thence S.70°53'13"W., perpendicular to said baseline of Survey, a distance of 110.00 feet to the Westerly Right of Way line of South River Road per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida, same being a point on a curve to the left having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of N.26°52'28"W., and a chord length of 1517.98 feet; thence along said Westerly Right of way line the following four (4) courses: (1) along the arc of said curve an arc length of 1522.64 feet; (2) thence S.55°21'47"W., a distance of 20.00 feet to a point on a curve to the left having a radius of 5599.32 feet, a central angle of 02°00'54", a chord bearing of N.35°38'40"W., and a chord length of 196.90 feet; (3) thence along the arc of said curve an arc length of 196.91 feet; (4) thence N.36°39'07"W., a distance of 71.08 feet to the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 34; thence N.89°37'27"W., along the South line of said Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 34, a distance of 4.10 feet to the POINT OF BEGINNING, same being the Southwest corner of the North Half of the Northwest Quarter of the Southwest Quarter of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°37'27"W., along the South line of the North Half of the Northwest Quarter of the Southwest Quarter of said Section 34, a distance of 108.43 feet; thence N.36°45'48"W., a distance of 427.04 feet to the Southerly Right of Way line of U.S. Highway No. 41 (State Road No.45), per Florida Department of Transportation Right of Way Map Section 17010-2508, same being a point on a curve to the left having a radius of 3031.73 feet, a central angle of 01°56'33", a chord bearing of N.81°26'05"E., and a chord length of 102.78 feet; thence along said Southerly Right of Way line of U.S. Highway No. 41 (state Road no. 45)and the arc of said curve an arc length of 102.78 feet to the intersection of said Southerly Right of Way line of U.S. Highway No. 41 (State Road No. 45) and the Westerly Right of Way line of South River Road per Official Records Book 2695, Page 1438, Public records of Sarasota County, Florida; thence S.36°39'07"E., along said Westerly Right of Way line of South River Road, a distance of 439.57 feet to a point on the West line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 34; thence S.00°09'58"W., along said West line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 34, a distance of 5.47 feet to the POINT OF BEGINNING.

Parcel contains 39,355 Square Feet, or 0.9035 Acres more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007

JOB NUMBER: 07-05-25(100C)

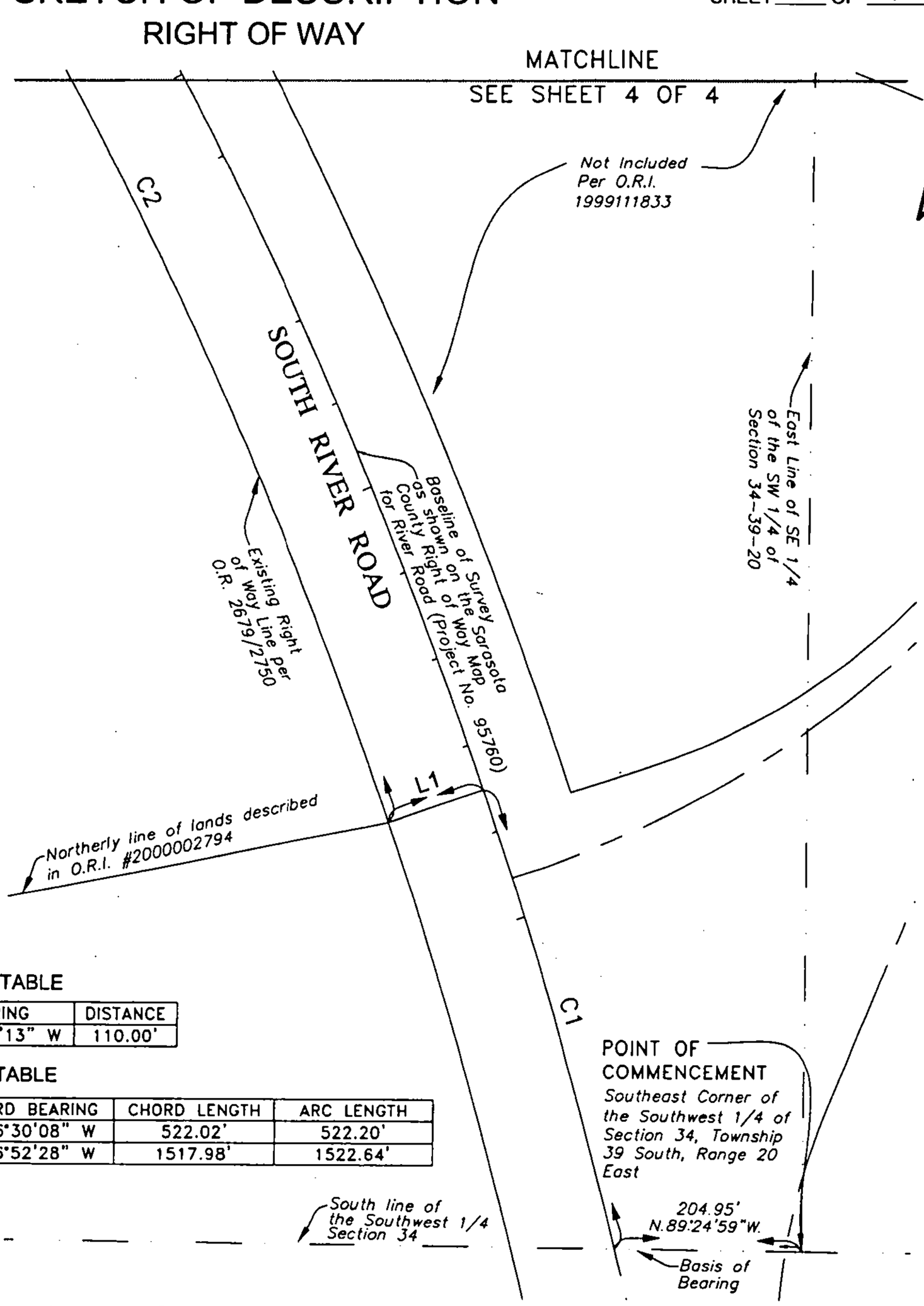
BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 100 C

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 3 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 70°53'13" W	110.00'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	5729.58'	05°13'19"	N 16°30'08" W	522.02'	522.20'
C2	5619.32'	15°31'30"	N 26°52'28" W	1517.98'	1522.64'

1. *This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007

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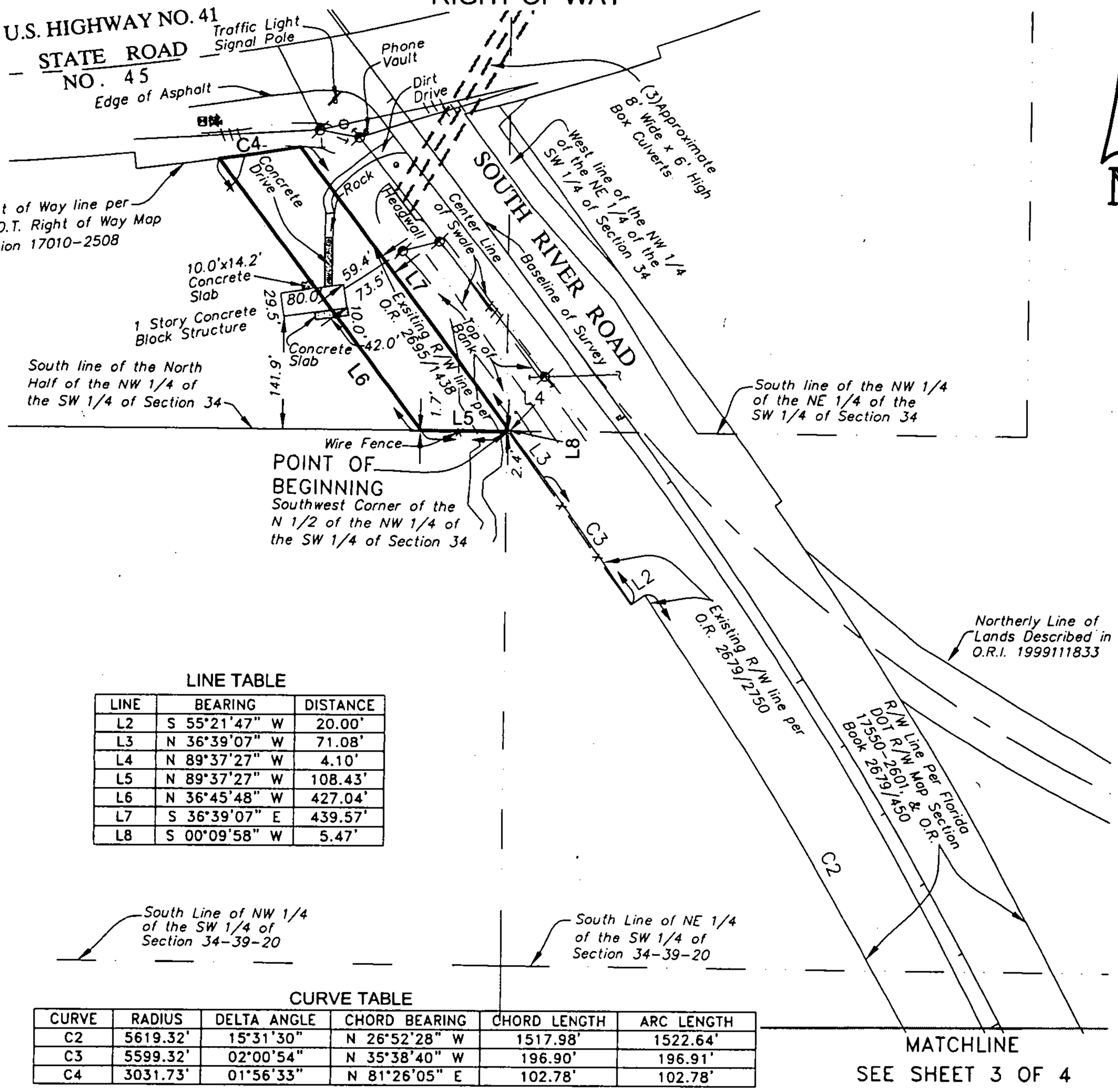
PARCEL 100 C

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 4 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L2	S 55°21'47" W	20.00'
L3	N 36°39'07" W	71.08'
L4	N 89°37'27" W	4.10'
L5	N 89°37'27" W	108.43'
L6	N 36°45'48" W	427.04'
L7	S 36°39'07" E	439.57'
L8	S 00°09'58" W	5.47'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C2	5619.32'	15°31'30"	N 26°52'28" W	1517.98'	1522.64'
C3	5599.32'	02°00'54"	N 35°38'40" W	196.90'	196.91'
C4	3031.73'	01°56'33"	N 81°26'05" E	102.78'	102.78'

1. *This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

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SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007

JOB NUMBER: 07-05-25(100C)

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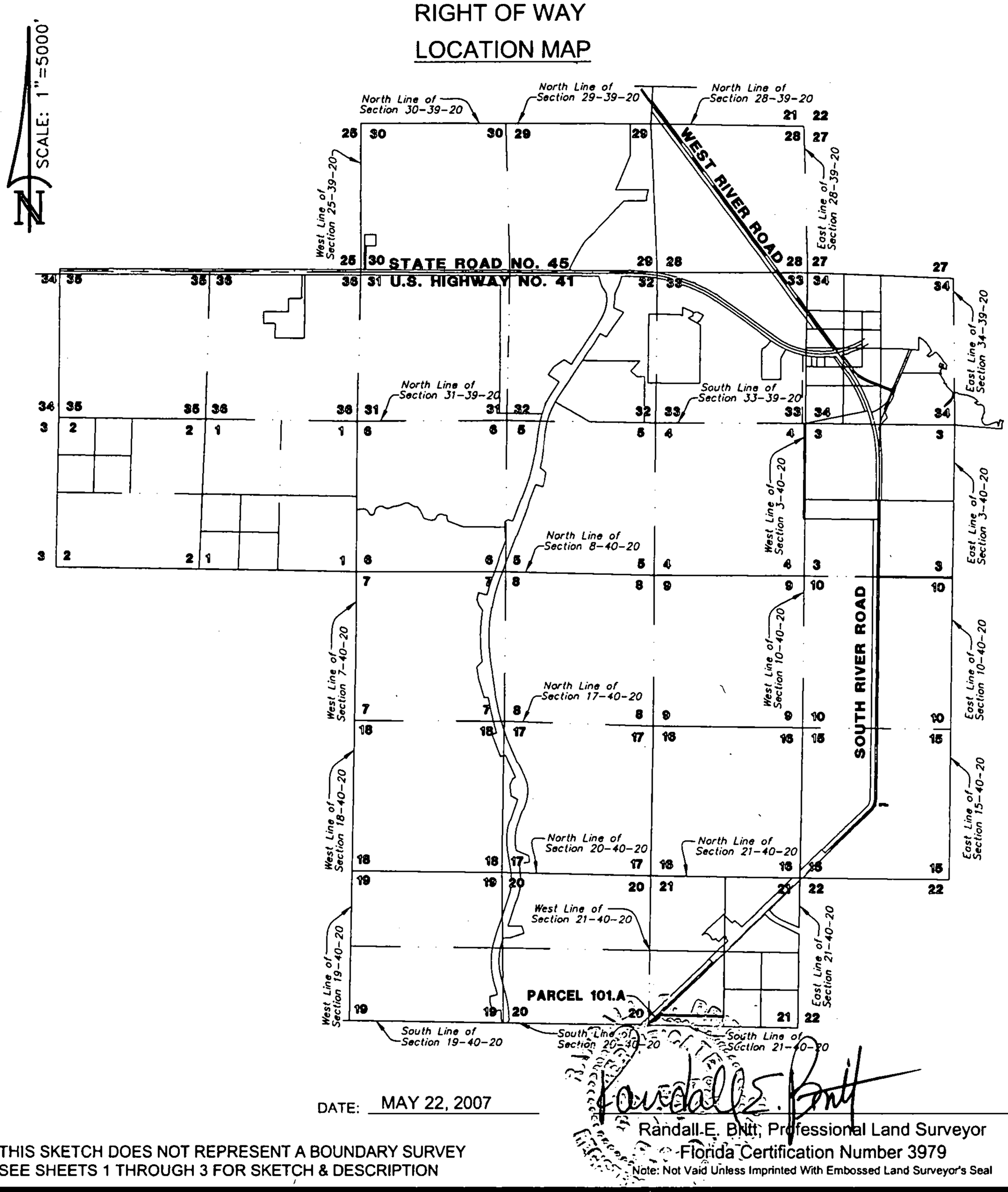
PARCEL 101. A

SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.A)

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PARCEL 101. A

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.88°46'17"E., along the said South line of Southwest Quarter of Section 21, a distance of 40.25 feet to the Southeasterly Maintained Right of Way of South River Road as shown on unrecorded Maintained Right of Way Map of River Road, for a POINT OF BEGINNING, thence along said southerly Maintained right of way line the following three (3) courses: (1) N.45°55'23"E., a distance of 105.80 feet; (2) thence N.44°19'24"W., a distance of 4.28 feet; (3) thence N.45°58'11"E., a distance of 354.51 feet to the South line of lands described in Official Records Book 986, Page 904; thence along said South line of lands described in Official records Book 986, Page 904, S.88°46'03"E., a distance of 16.74 feet; thence S.45°58'11"W., a distance of 464.61 feet to said South line of the Southwest Quarter of Section 21; thence along said South line of the Southwest Quarter of Section 21, N.88°46'17"W., a distance of 10.59 feet to the POINT OF BEGINNING.

Parcel contains 5,057 Square Feet, or 0.1161 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.A)

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LAND SURVEYORS AND MAPPERS
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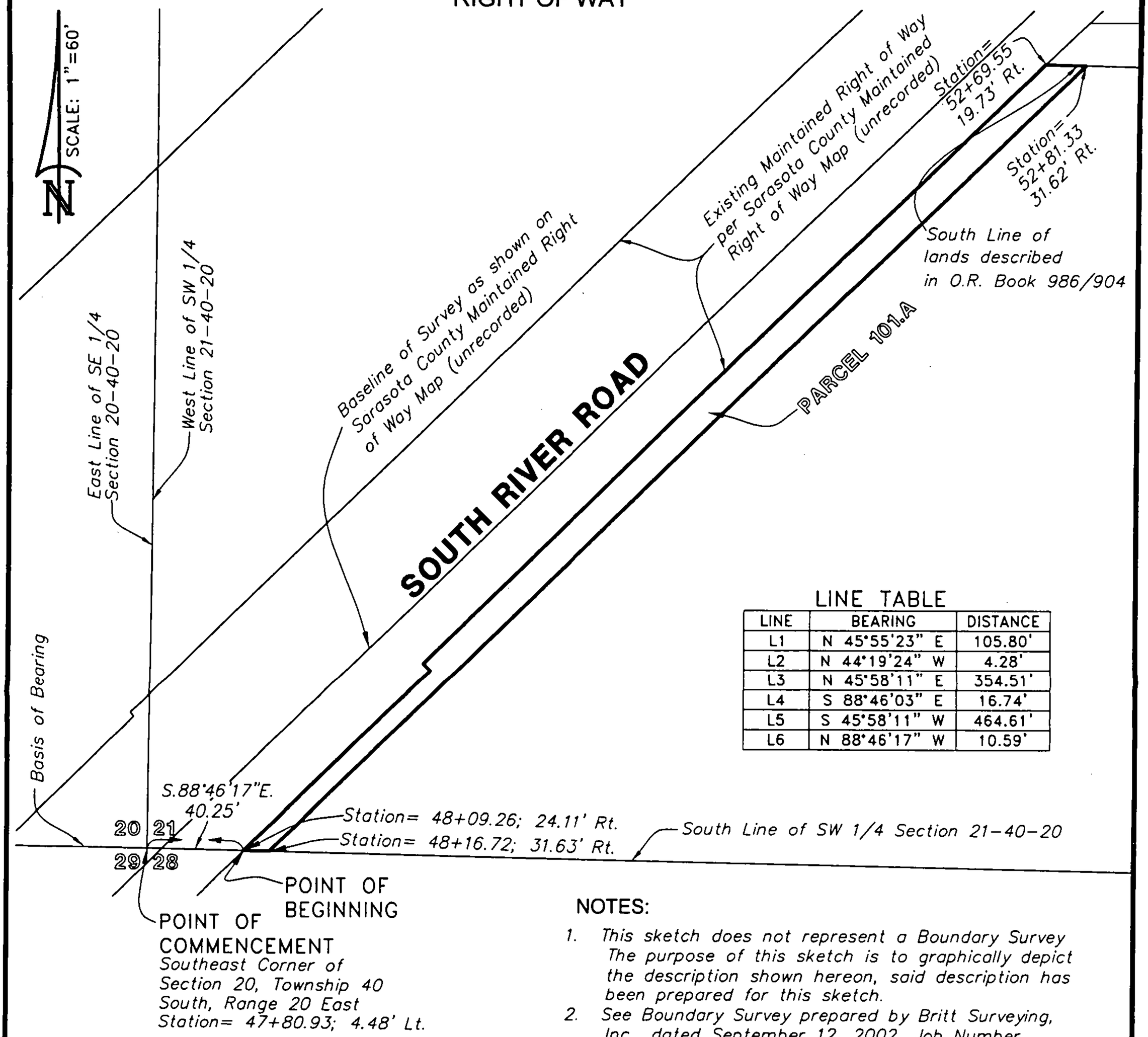
PARCEL 101. A

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 3 OF 3



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°55'23" E	105.80'
L2	N 44°19'24" W	4.28'
L3	N 45°58'11" E	354.51'
L4	S 88°46'03" E	16.74'
L5	S 45°58'11" W	464.61'
L6	N 88°46'17" W	10.59'

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.99954167.*

SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION
THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.A)

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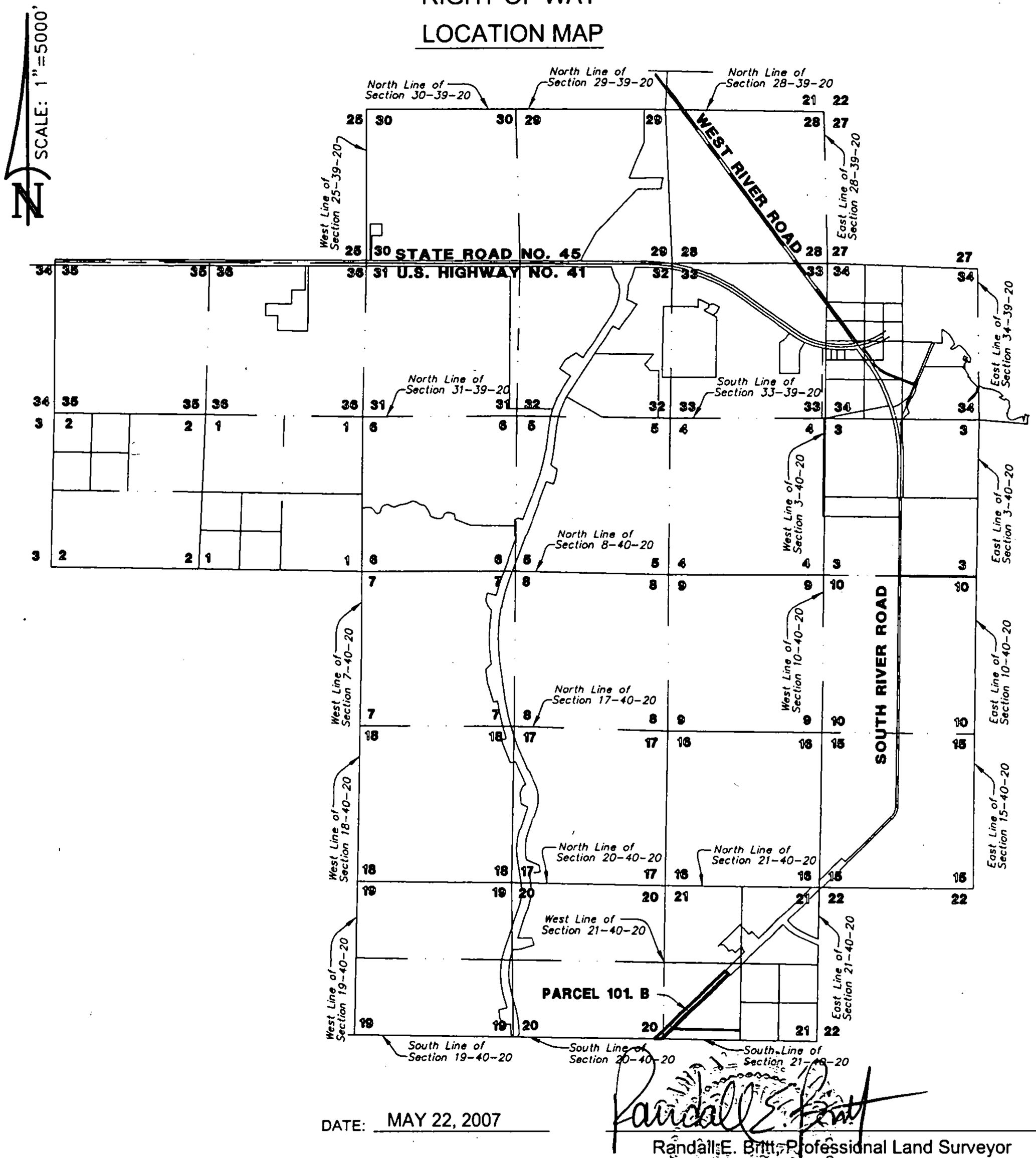
PARCEL 101. B

SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP



DATE: MAY 22, 2007

Randall E. Britt

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.B)

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PARCEL 101. B

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Section 20 & 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°12'04"W., along the South line of said Section 20, a distance of 60.14 feet to the northwesterly maintained Right of Way of South River Road as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road a POINT OF BEGINNING; thence continue along said South line of Section 20, N.89°12'04"W., a distance of 221.97 feet; thence N.45°58'11"E., a distance of 1634.22 feet; thence N.45°58'06"E., a distance of 1299.84 feet; thence N.45°58'15"E., a distance of 425.82 feet to the boundary of lands described in Official Records Instrument No. 2000163556; thence S.44°02'57"E., along said boundary of lands described in Official Records Instrument No. 2000163556, a distance of 157.69 feet to said maintained Right of Way Line; thence along said maintained Right of Way line the following six (6) courses: (1) S.45°57'54"W., a distance of 640.66 feet; (2) thence S.45°58'20"W., a distance of 1300.13 feet; (3) thence N.43°57'33"W., a distance of 3.59 feet; (4) thence S.45°57'55"W., a distance of 1185.97 feet; (5) thence S.43°13'15"E., a distance of 2.20 feet; (6) thence S.45°52'56"W., a distance of 75.72 feet to the POINT OF BEGINNING.

Parcel contains 513,026 Square Feet, or 11.7775 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.B)

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LAND SURVEYORS AND MAPPERS
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606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

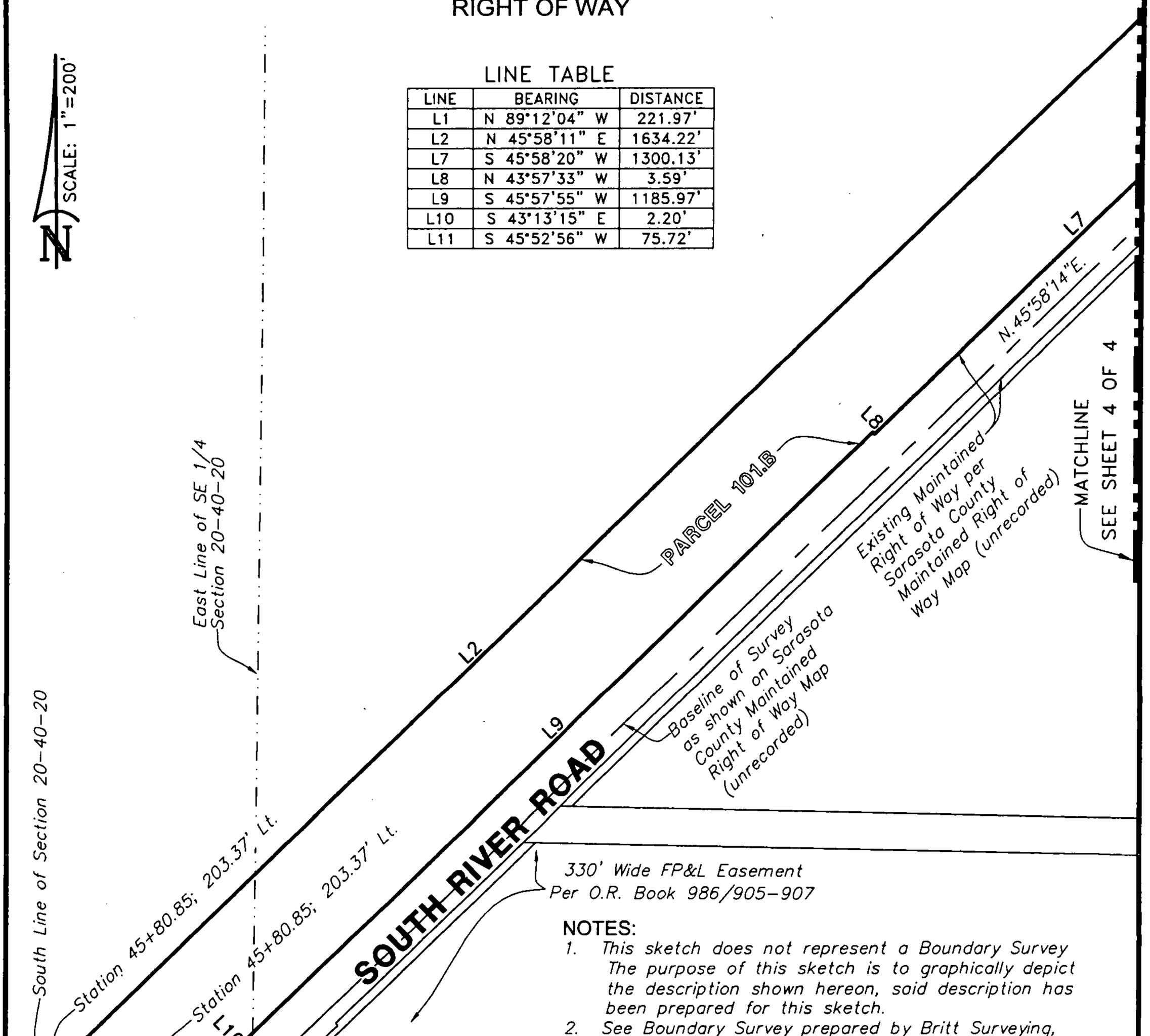
PARCEL 101. B

SKETCH OF DESCRIPTION
RIGHT OF WAY

SCALE: 1"=200'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°12'04" W	221.97'
L2	N 45°58'11" E	1634.22'
L7	S 45°58'20" W	1300.13'
L8	N 43°57'33" W	3.59'
L9	S 45°57'55" W	1185.97'
L10	S 43°13'15" E	2.20'
L11	S 45°52'56" W	75.72'



NOTES:

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2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.B)

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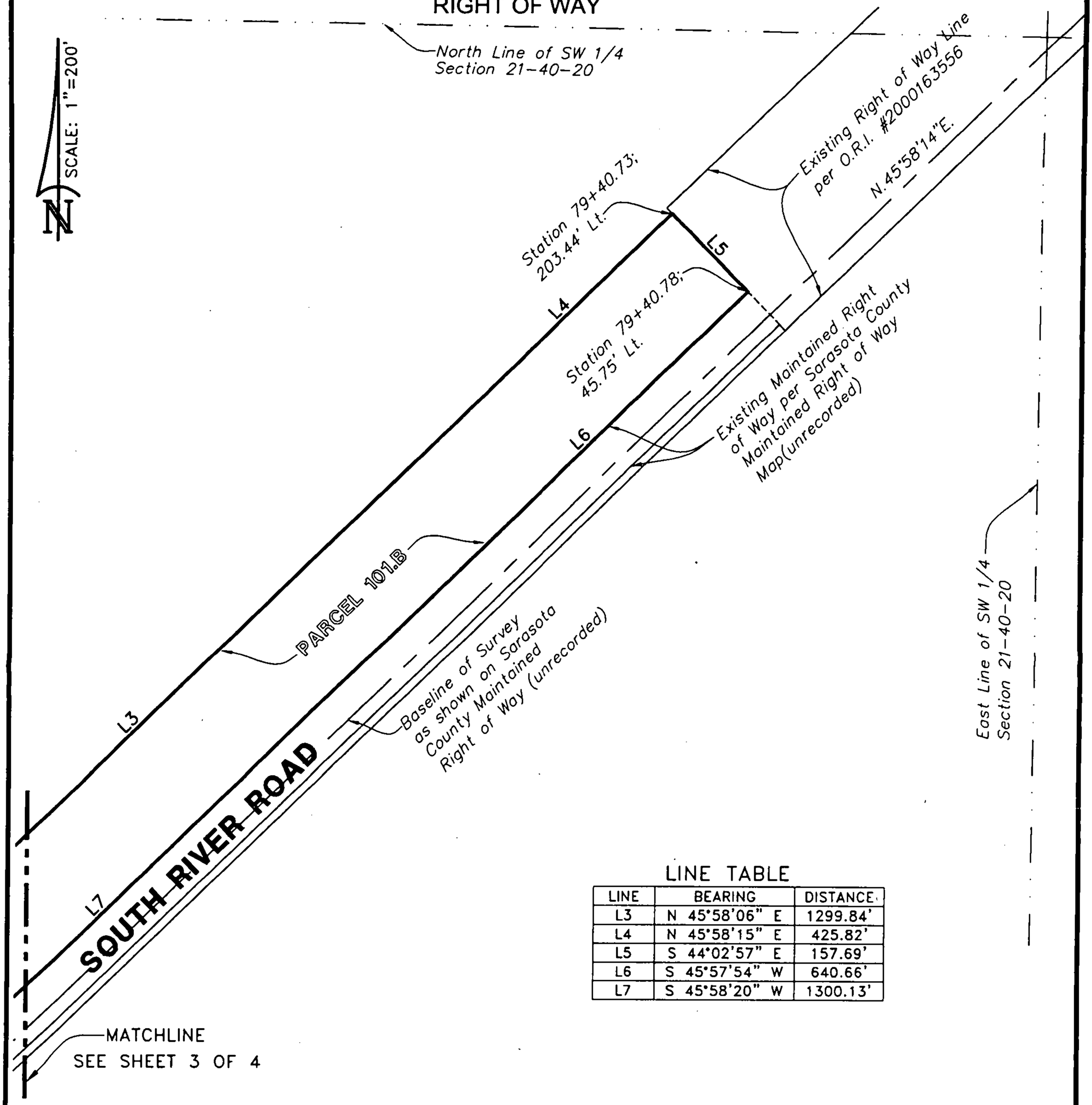
PARCEL 101. B

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 4 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L3	N 45°58'06" E	1299.84'
L4	N 45°58'15" E	425.82'
L5	S 44°02'57" E	157.69'
L6	S 45°57'54" W	640.66'
L7	S 45°58'20" W	1300.13'

MATCHLINE
SEE SHEET 3 OF 4

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.B)

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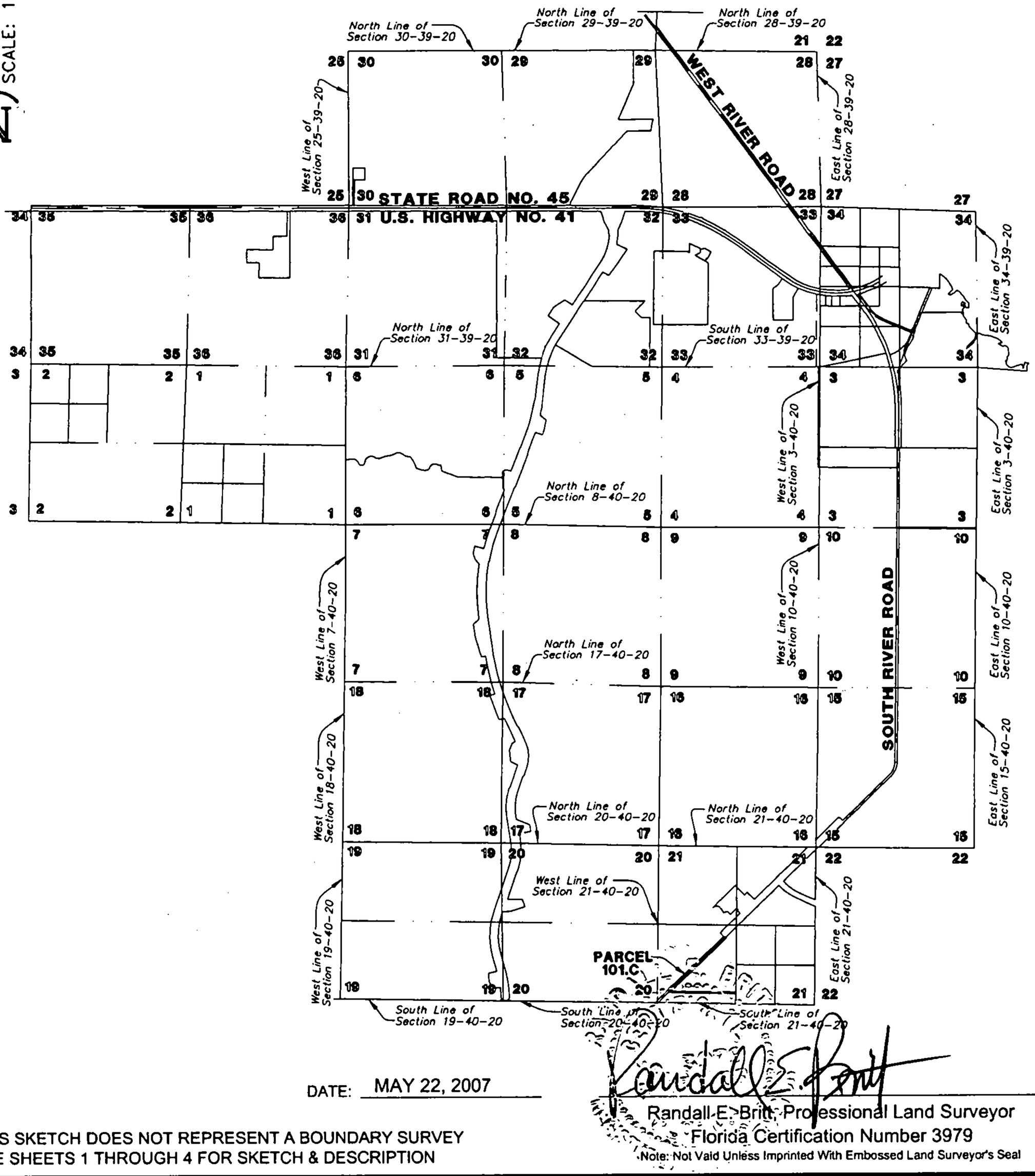
PARCEL 101.C

SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP

SCALE: 1"=5000'



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.C)

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PARCEL 101.C

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.88°46'17"E., along the South Line of the Southwest Quarter of said Section 21, a distance of 6.31 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road; thence along said baseline, N.45°58'14"E., a distance of 554.56 feet; thence S.44°01'46"E., perpendicular to said baseline, a distance of 19.73 feet to the Southeasterly Maintained Right of Way Line of South River Road as shown on said Sarasota County Maintained Right of Way Map for a POINT OF BEGINNING; thence along said Maintained Right of Way Line the following three (3) courses: (1) N.45°58'11"E., a distance of 875.08 feet; (2) thence N.45°58'06"E., a distance of 1299.90 feet; (3) thence N.45°58'15"E., a distance of 425.85 feet to the boundary of lands described in Official Records Instrument No. 2000163556; Public Records of Sarasota County, Florida; thence along said boundary of lands described in Official Records Instrument No. 2000163556, S.44°03'18"E., a distance of 11.89 feet; thence S.45°58'15"W., a distance of 425.86 feet; thence S.45°58'06"W., a distance of 1299.90 feet; thence S.45°58'11"W., a distance of 863.29 feet to the North line of lands described in Official Records Book 986, Page 904, Public Records of Sarasota County, Florida; thence N.88°46'03"W., along said North line of lands described in Official Records Book 986, Page 904, a distance of 16.74 feet to the POINT OF BEGINNING.

Parcel contains 30,854 Square Feet, or 0.7083 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.C)

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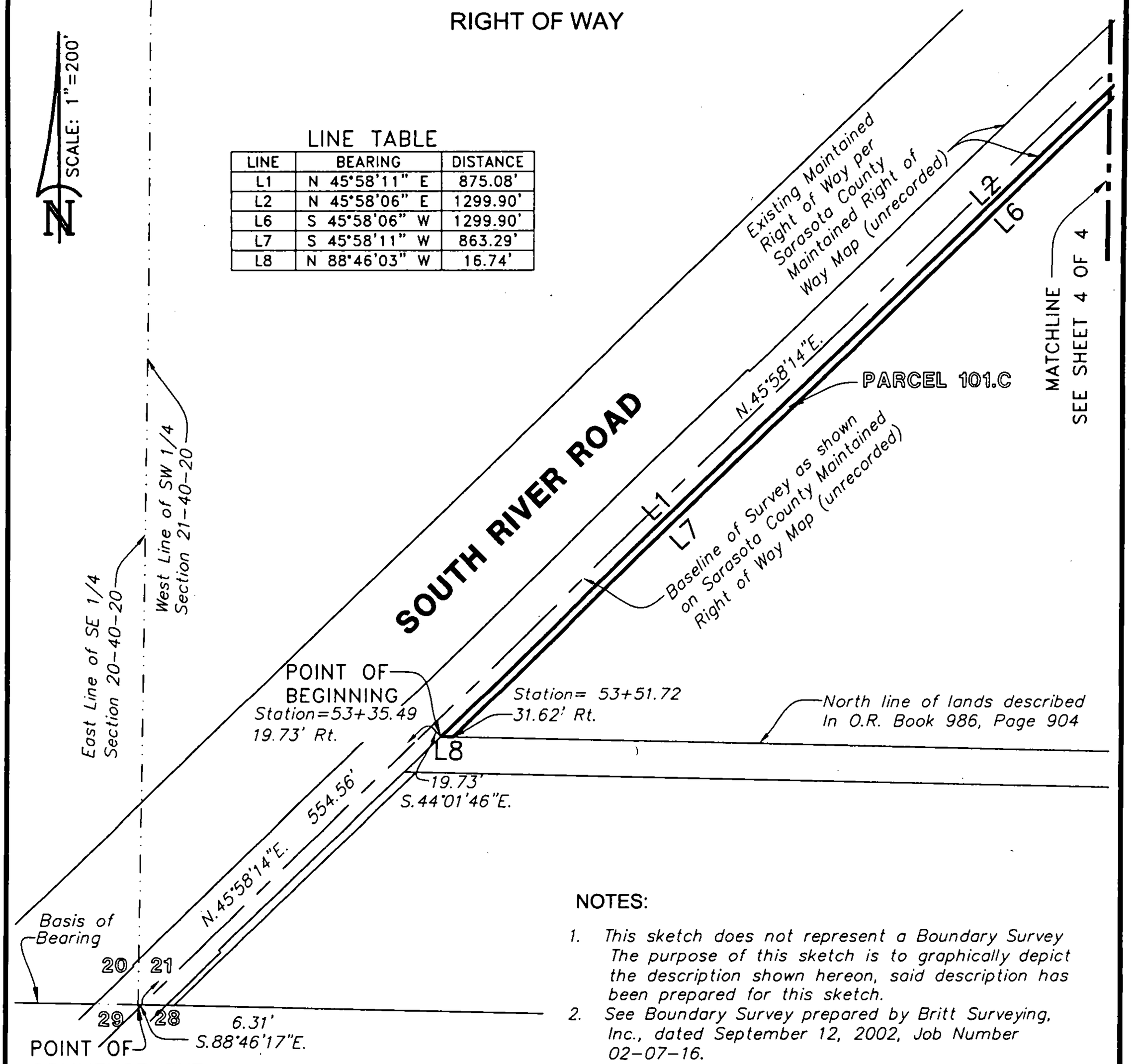
PARCEL 101.C

SKETCH OF DESCRIPTION
RIGHT OF WAY

SCALE: 1"=200'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°58'11" E	875.08'
L2	N 45°58'06" E	1299.90'
L6	S 45°58'06" W	1299.90'
L7	S 45°58'11" W	863.29'
L8	N 88°46'03" W	16.74'



THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

NOTES:

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2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

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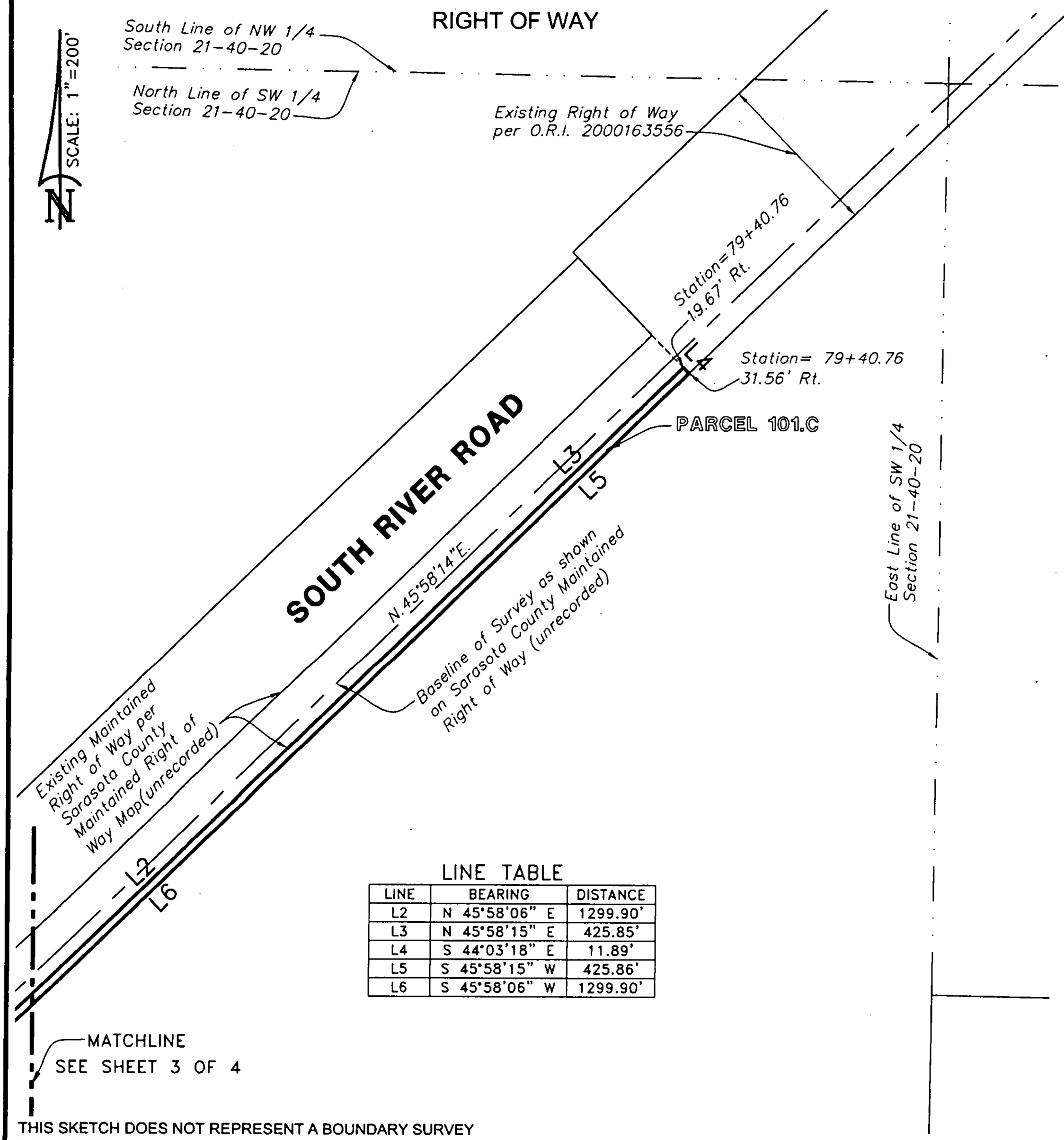
PARCEL 101.C

SKETCH OF DESCRIPTION
RIGHT OF WAY



LINE TABLE

LINE	BEARING	DISTANCE
L2	N 45°58'06" E	1299.90'
L3	N 45°58'15" E	425.85'
L4	S 44°03'18" E	11.89'
L5	S 45°58'15" W	425.86'
L6	S 45°58'06" W	1299.90'

MATCHLINE
SEE SHEET 3 OF 4

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.C)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

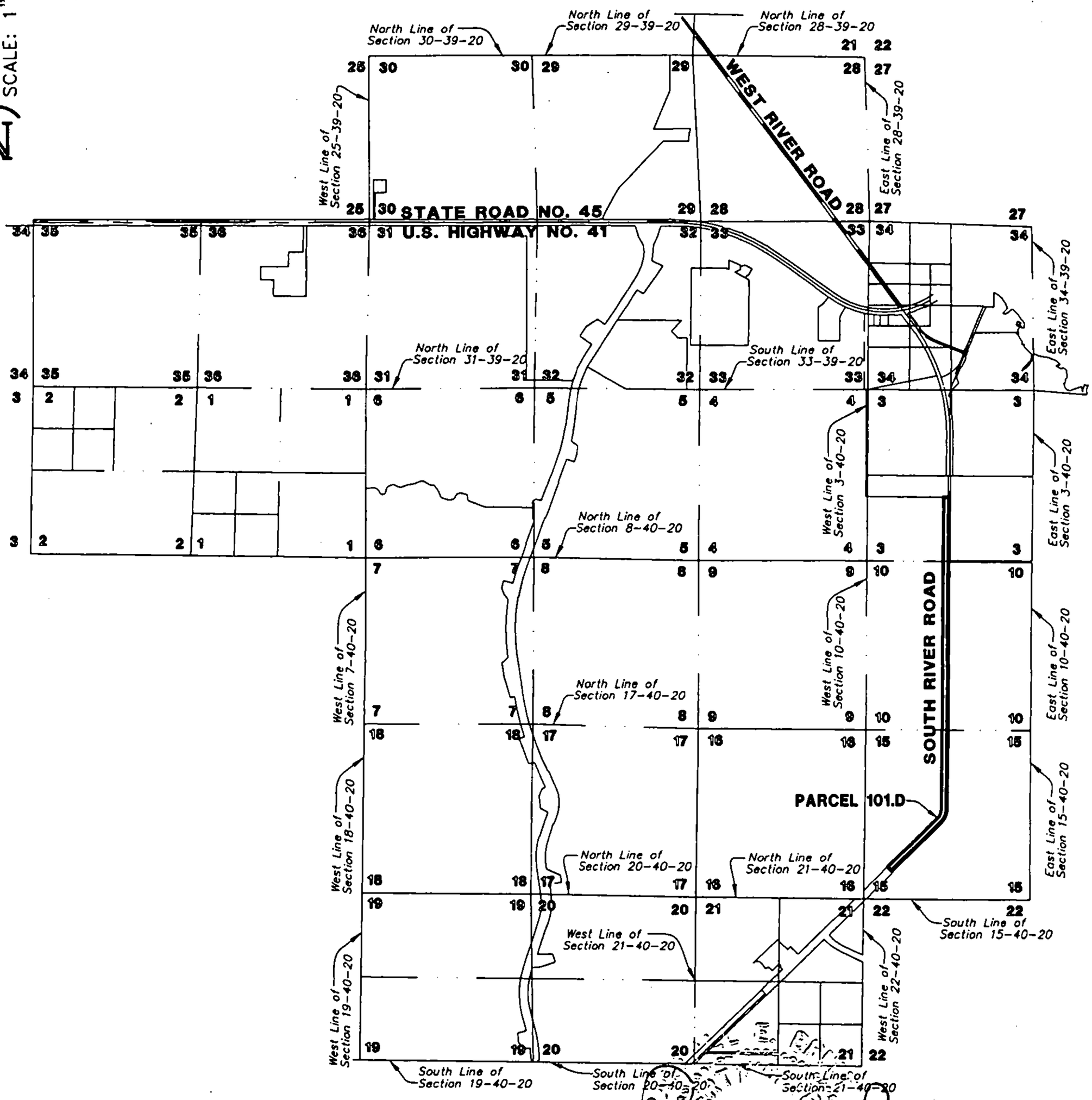
PARCEL 101.D

SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP

SCALE: 1"=5000'



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.D)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.D

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land lying in Sections 3, 10 & 15, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

COMMENCE at the Southwest corner of Section 15, Township 40 South, Range 20 East, Sarasota County, Florida, thence S.89°21'19"E., a distance of 49.10 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road; thence along said baseline N.45°58'14"E., a distance of 1216.79 feet; thence N.44°01'46"W., perpendicular to said baseline, a distance of 49.87 feet to the Southeasterly Maintained Right of Way line of South River Road as shown on said Sarasota County Maintained Right of Way Map, same being a point on the northeasterly line of lands described in Official Records Instrument No. 2000163556, Public Records of Sarasota County, Florida, for a POINT OF BEGINNING; thence along said northeasterly line of lands described in Official Records Instrument No. 2000163556, N.44°03'16"W., a distance of 155.58 feet; thence N.45°58'20"E., a distance of 129.64 feet; thence N.45°58'32"E., a distance of 1300.03 feet; thence N.45°58'19"E., a distance of 740.37 feet; to a point on a curve to the left having a radius of 459.31 feet, a central angle of 45°40'13", a chord bearing of N.23°13'32"E., and a chord length of 356.50 feet; thence along the arc of said curve an arc length of 366.11 feet; thence N.00°28'30"E., a distance of 9857.69 feet to the South line of lands described in Official Records Instrument #2000002794 thence along said South line S.89°20'26"E., a distance of 154.10 feet to the Westerly Maintained Right of Way line of South River Road as shown on said Sarasota County Maintained Right of Way Map; thence along said Maintained Right of Way line the following thirteen (13) courses: (1) S.00°28'31"W., a distance of 2020.44 feet; (2) thence S.00°26'02"W., a distance of 37.52 feet; (3) thence S.00°28'42"W., a distance of 1300.21 feet; (4) thence S.00°28'02"W., a distance of 1299.86 feet; (5) thence S.00°28'39"W., a distance of 1299.84 feet; (6) thence S.00°28'37"W., a distance of 1300.11 feet; (7) thence S.00°29'25"W., a distance of 159.92 feet; (8) thence S.00°28'35"W., a distance of 1140.14 feet; (9) thence S.00°28'27"W., a distance of 1299.05 feet; (10) thence S.89°31'29"E., a distance of 1.40 feet; (11) to a point on a curve to the right having a radius of 614.34 feet, a central angle of 45°41'29", a chord bearing of S.23°13'10"W., and a chord length of 477.03 feet; thence along the arc of said curve an arc length of 489.91 feet; (12) thence S.45°58'19"W., a distance of 932.25 feet; (13) thence S.45°58'27"W., a distance of 1237.53 feet to the POINT OF BEGINNING.

Parcel contains 1,923,230 Square Feet, or 44.1513 Acres more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

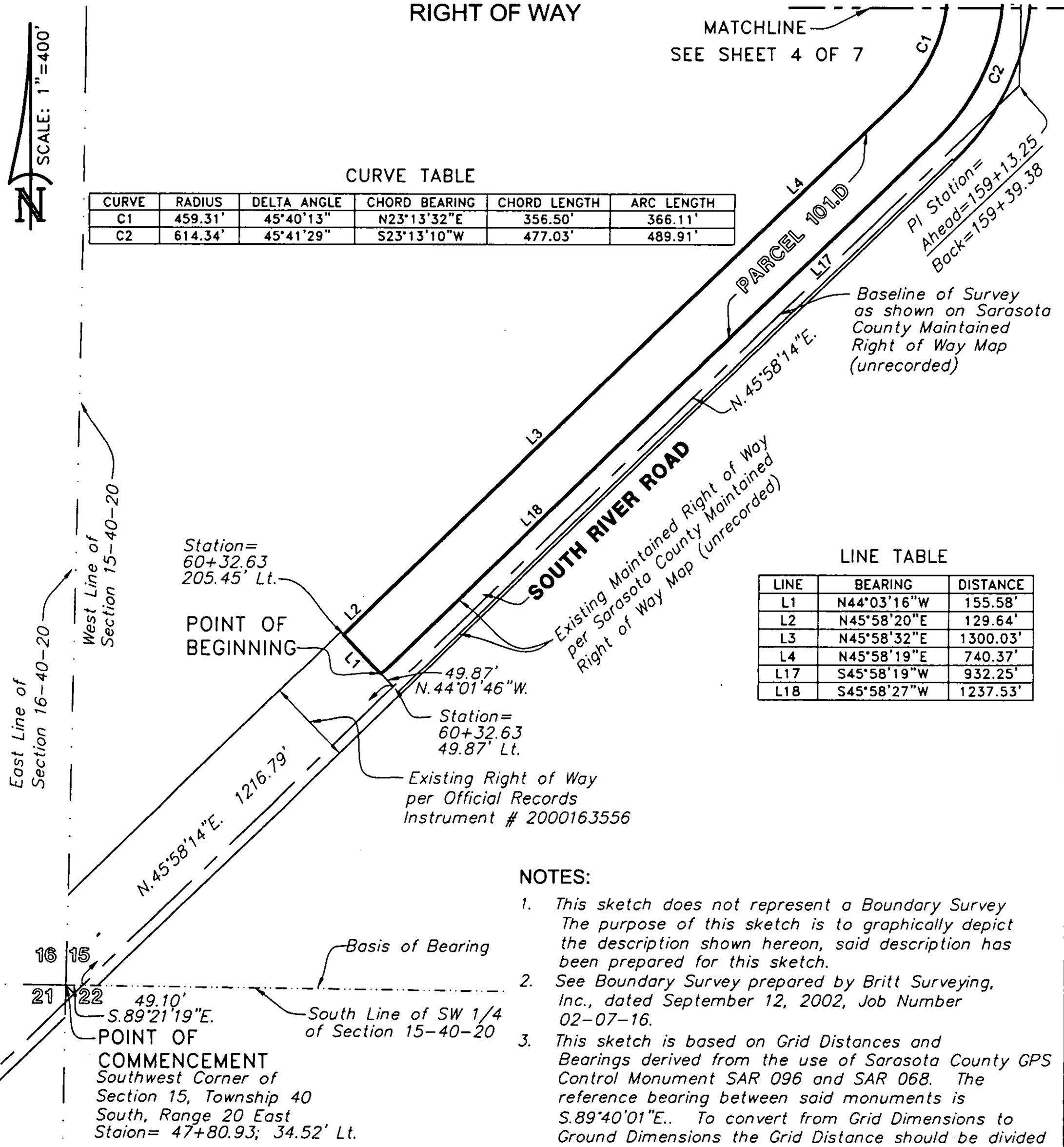
JOB NUMBER: 07-05-25(101.D)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.D

SKETCH OF DESCRIPTION
RIGHT OF WAY

SCALE: 1"=400'



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	459.31'	45°40'13"	N23°13'32"E	356.50'	366.11'
C2	614.34'	45°41'29"	S23°13'10"W	477.03'	489.91'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N44°03'16"W	155.58'
L2	N45°58'20"E	129.64'
L3	N45°58'32"E	1300.03'
L4	N45°58'19"E	740.37'
L17	S45°58'19"W	932.25'
L18	S45°58'27"W	1237.53'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.D)

BRITT SURVEYING, INC.
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PARCEL 101.D

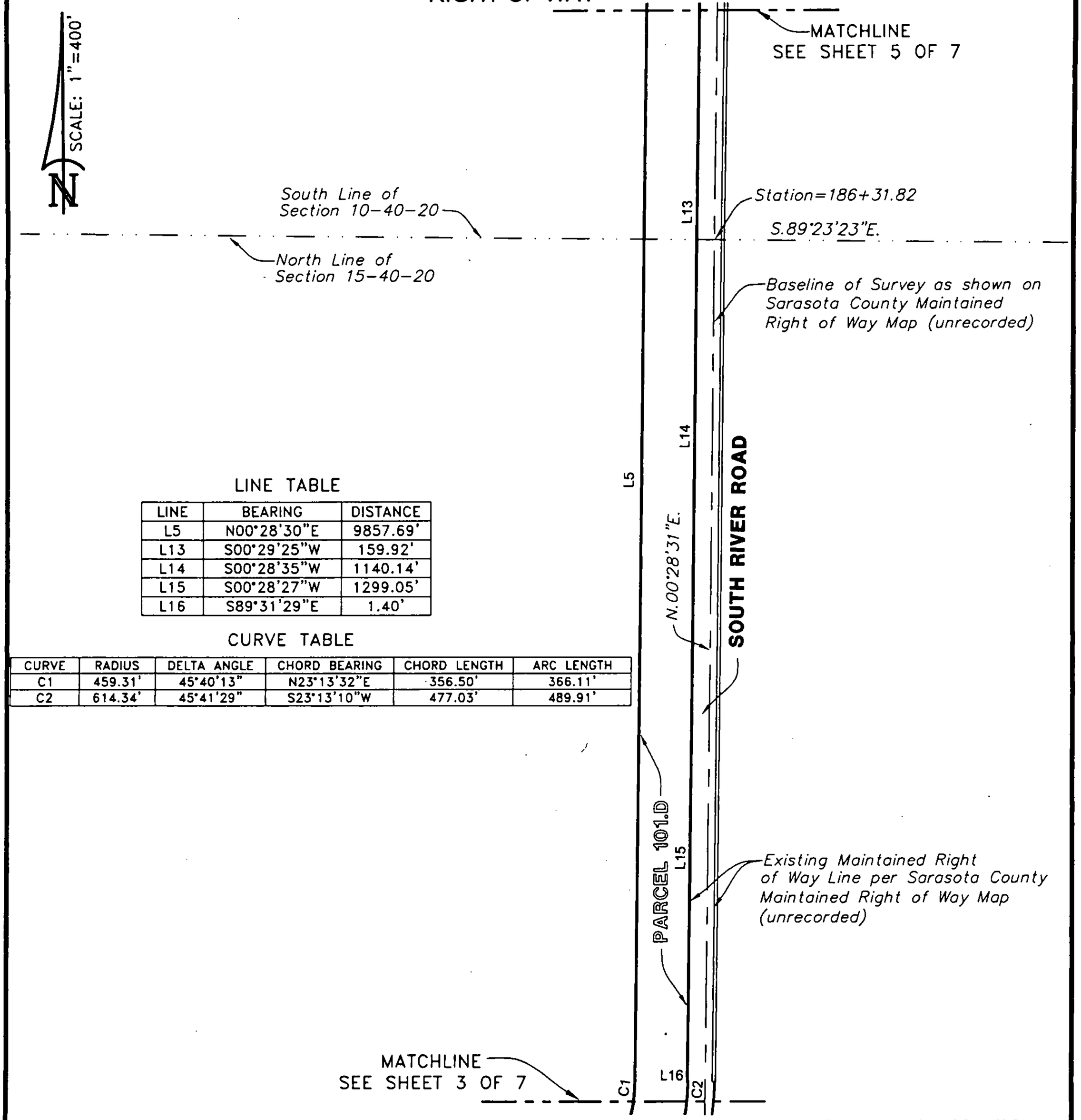
SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 4 OF 7

SCALE: 1"=400'

N



LINE TABLE

LINE	BEARING	DISTANCE
L5	N00°28'30"E	9857.69'
L13	S00°29'25"W	159.92'
L14	S00°28'35"W	1140.14'
L15	S00°28'27"W	1299.05'
L16	S89°31'29"E	1.40'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	459.31'	45°40'13"	N23°13'32"E	356.50'	366.11'
C2	614.34'	45°41'29"	S23°13'10"W	477.03'	489.91'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.D)

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PARCEL 101.D

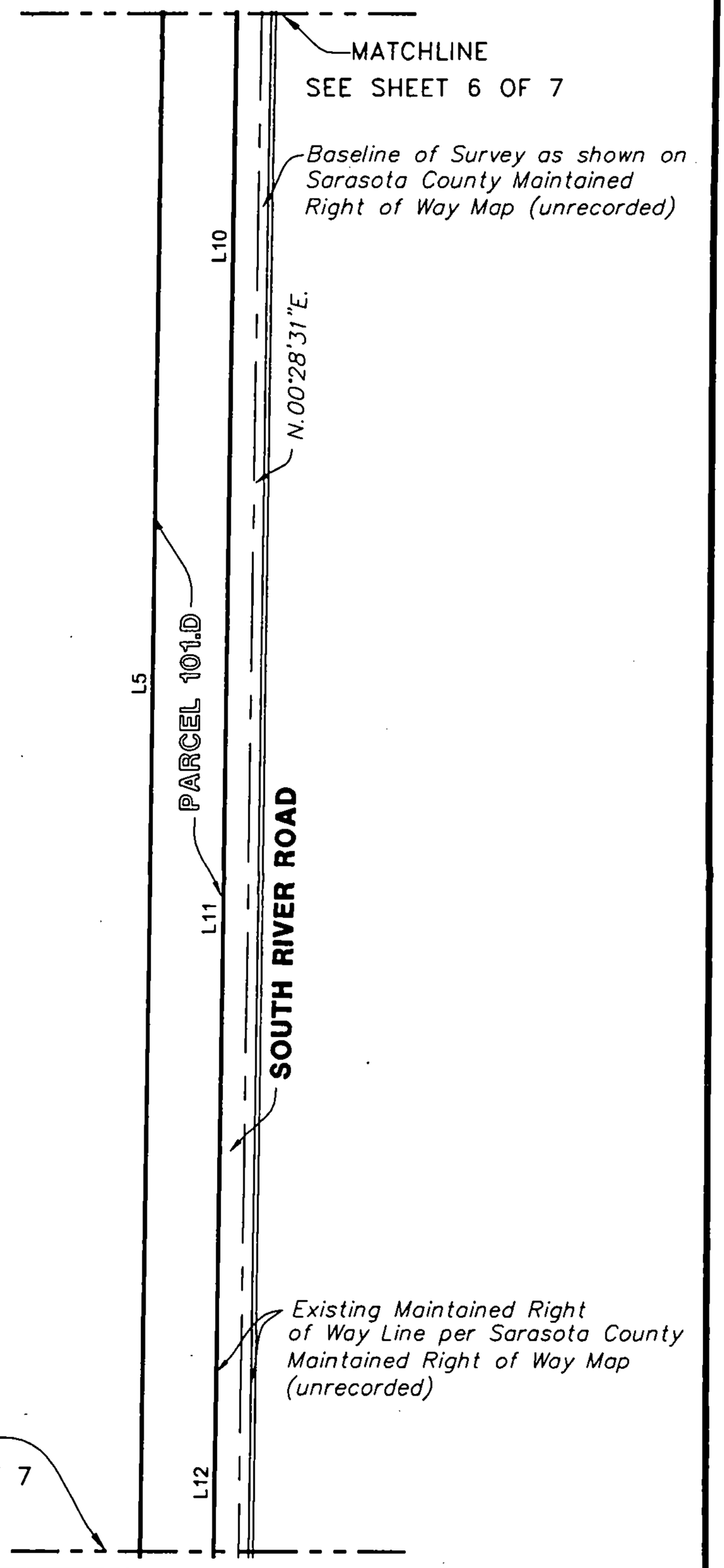
SKETCH OF DESCRIPTION

RIGHT OF WAY

SCALE: 1"=400'

LINE TABLE

LINE	BEARING	DISTANCE
L5	N00°28'30"E	9857.69'
L10	S00°28'02"W	1299.86'
L11	S00°28'39"W	1299.84'
L12	S00°28'37"W	1300.11'



THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.D)

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PARCEL 101.D

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 6 OF 7

SCALE: 1"=400'

N

LINE TABLE

LINE	BEARING	DISTANCE
L5	N00°28'30"E	9857.69'
L7	S00°28'31"W	2020.44'
L8	S00°26'02"W	37.52'
L9	S00°28'42"W	1300.21'

MATCHLINE
SEE SHEET 7 OF 7

N.00°28'31"E.

L7

PARCEL 101.D

Baseline of Survey as shown on Sarasota County Maintained Right of Way Map (unrecorded)

Existing Maintained Right of Way Line per Sarasota County Maintained Right of Way Map (unrecorded)

South Quarter Corner
Section 3-40-20
Station=240+29.18; 3.96' Rt.

South Line of
SE 1/4 of
Section 3-40-20

Boundary Line of
Thomas Ranch

L5

South Line of
SW 1/4 of
Section 3-40-20

S.89°17'43"E.

L8

EAST RIVER ROAD

50' Road Right Of Way Dedicated to Sarasota County Per Deed Book 168 Page 240.

North Line of
NW 1/4 of
Section 10-40-20

L9

SOUTH RIVER ROAD

MATCHLINE
SEE SHEET 5 OF 7

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.D)

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PARCEL 101.D

SKETCH OF DESCRIPTION

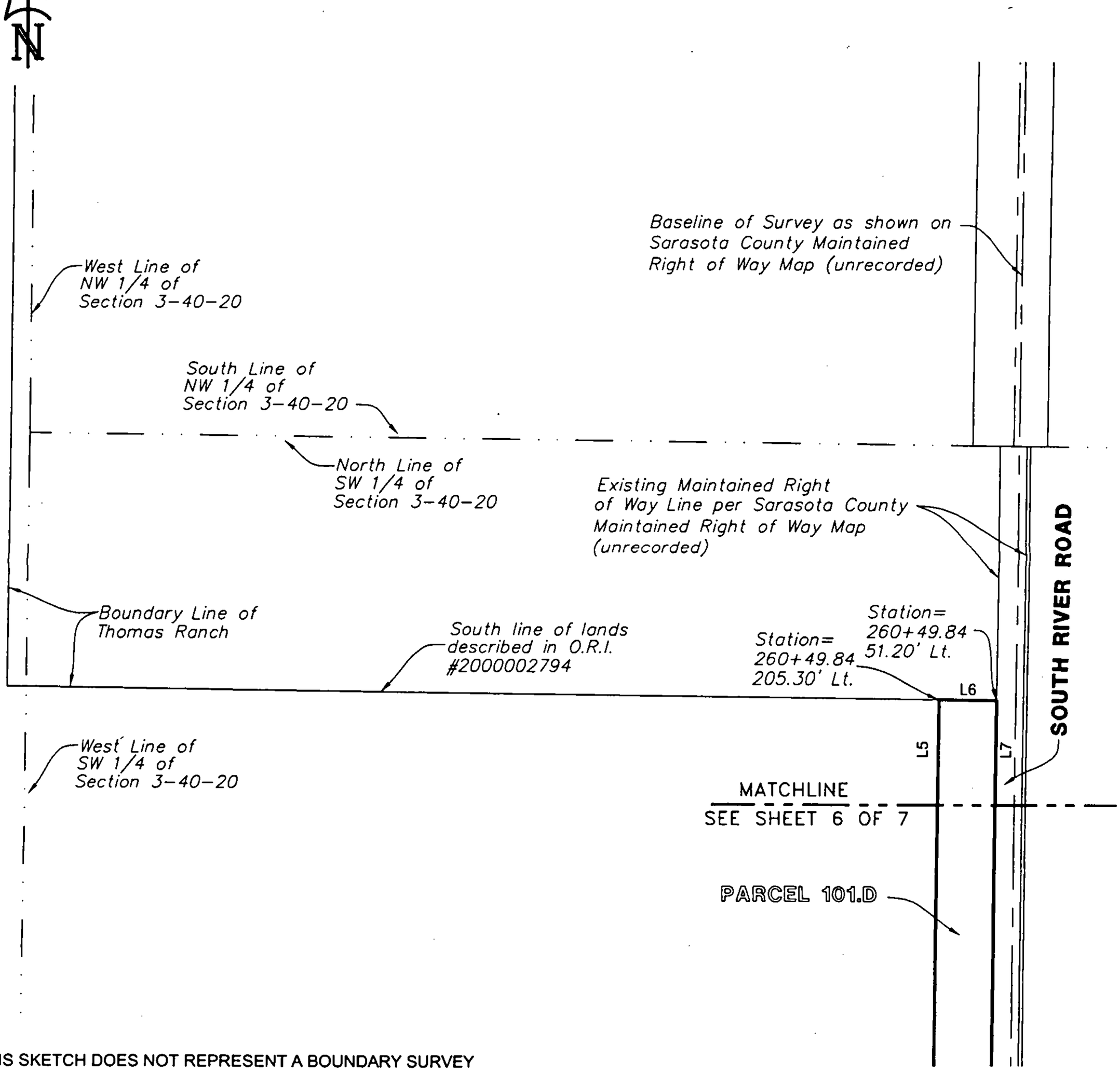
RIGHT OF WAY

SCALE: 1"=400'

N

LINE TABLE

LINE	BEARING	DISTANCE
L5	N00°28'30"E	9857.69'
L6	S89°20'26"E	154.10'
L7	S00°28'31"W	2020.44'



THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.D)

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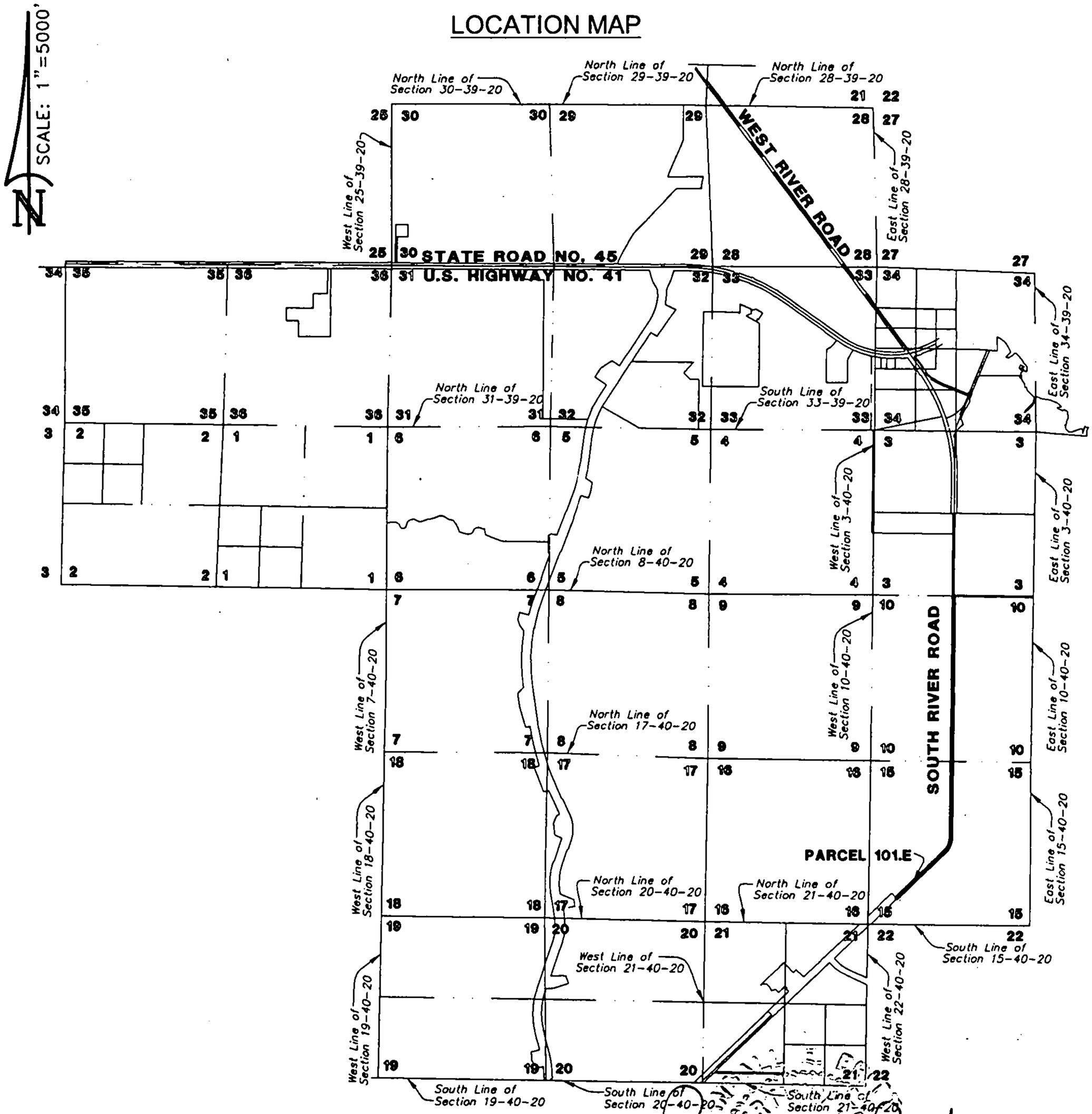
PARCEL 101.E

SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.E)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.E

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Sections 10 & 15, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 15, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°21'19"E., along the South Line of the Southwest Quarter of said Section 15, a distance of 49.10 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road; thence along said baseline N.45°58'14"E., a distance of 1216.82 feet; thence S.44°01'46"E., perpendicular to said baseline, a distance of 20.53 feet to the Southeasterly Maintained Right of Way Line of South River Road as shown on said Sarasota County Maintained Right of Way Map for a POINT OF BEGINNING; thence along said Maintained Right of Way Line the following thirteen (13) courses: (1) N.45°58'20"E., a distance of 129.52 feet; (2) thence N.45°58'32"E., a distance of 1300.03 feet; (3) thence N.45°58'19"E., a distance of 740.22 feet; (4) thence S.43°36'19"E., a distance of 4.92 feet;(5) to a point on a curve to the left having a radius of 690.21 feet, a central angle of 45°38'28", a chord bearing of N.23°13'38"E., and a chord length of 535.39 feet; thence along the arc of said curve an arc length of 549.81 feet; (6) thence N.89°45'02"W., a distance of 5.43 feet; (7) thence N.00°28'37"E., a distance of 1299.14 feet; (8) thence N.00°28'36"E., a distance of 1299.94 feet; (9) thence N.00°28'37"E., a distance of 1299.99 feet; (10) thence N.00°28'20"E., a distance of 1299.96 feet; (11) thence N.00°28'25"E., a distance of 1299.82 feet; (12) thence N.00°28'24"E., a distance of 1300.23 feet; (13) thence N.00°28'35"E., to the South line of a 50.00 foot Right of Way dedicated to Sarasota County per Deed Book 168, Page 240, Public Records of Sarasota County, Florida, a distance of 12.26 feet; thence S.89°31'25"E., along said South Line of the 50.00 foot Right of Way, a distance of 9.53 feet; thence S.00°28'35"W., a distance of 12.26 feet; thence S.00°28'24"W., a distance of 1300.23 feet; thence S.00°28'25"W., a distance of 1299.82 feet; thence S.00°28'20"W., a distance of 1299.96 feet; thence S.00°28'37"W., a distance of 1299.99 feet; thence S.00°28'36"W., a distance of 1299.94 feet; thence S.00°28'37"W., a distance of 1299.11 feet; to a point on a curve to the right having a radius of 694.31 feet, a central angle of 45°38'15", a chord bearing of S.23°13'32"W., and a chord length of 538.53 feet; thence along the arc of said curve an arc length of 553.04 feet; thence S.45°58'19"W., a distance of 740.22 feet; thence S.45°58'32"W., a distance of 1300.03 feet; thence S.45°58'20"W., a distance of 129.52 feet to the Northeasterly line of lands described in Official Records Instrument No. 2000163556, Public Records of Sarasota County, Florida; thence N.44°03'16"W., along said Northeasterly line of lands described in official records Instrument No. 2000163556, a distance of 9.02 feet to the POINT OF BEGINNING.

Parcel contains 96,314 Square Feet, or 2.2111 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.E)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

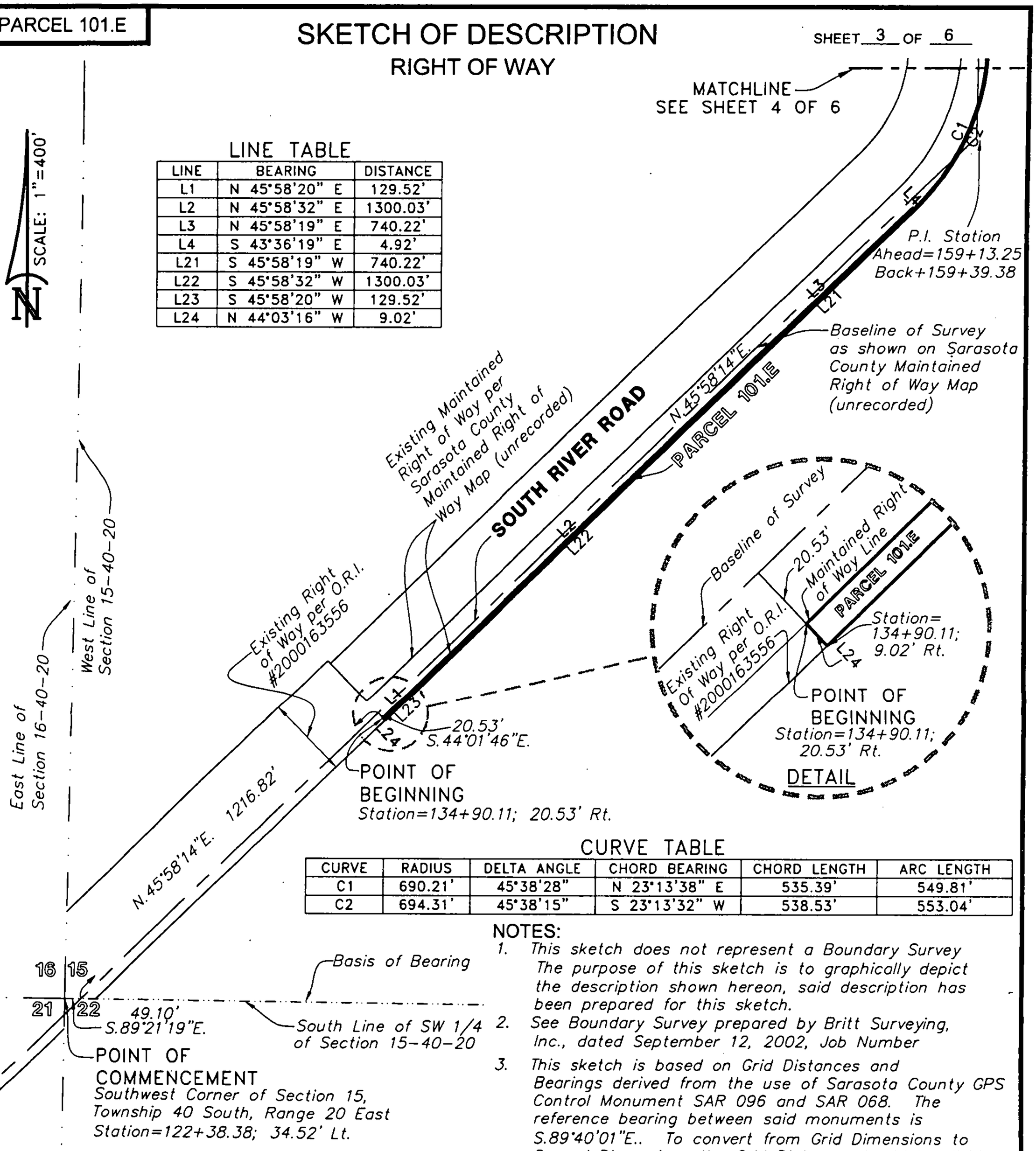
PARCEL 101.E

SKETCH OF DESCRIPTION
RIGHT OF WAY

SCALE: 1"=400'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°58'20" E	129.52'
L2	N 45°58'32" E	1300.03'
L3	N 45°58'19" E	740.22'
L4	S 43°36'19" E	4.92'
L21	S 45°58'19" W	740.22'
L22	S 45°58'32" W	1300.03'
L23	S 45°58'20" W	129.52'
L24	N 44°03'16" W	9.02'



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	690.21'	45°38'28"	N 23°13'38" E	535.39'	549.81'
C2	694.31'	45°38'15"	S 23°13'32" W	538.53'	553.04'

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.E)

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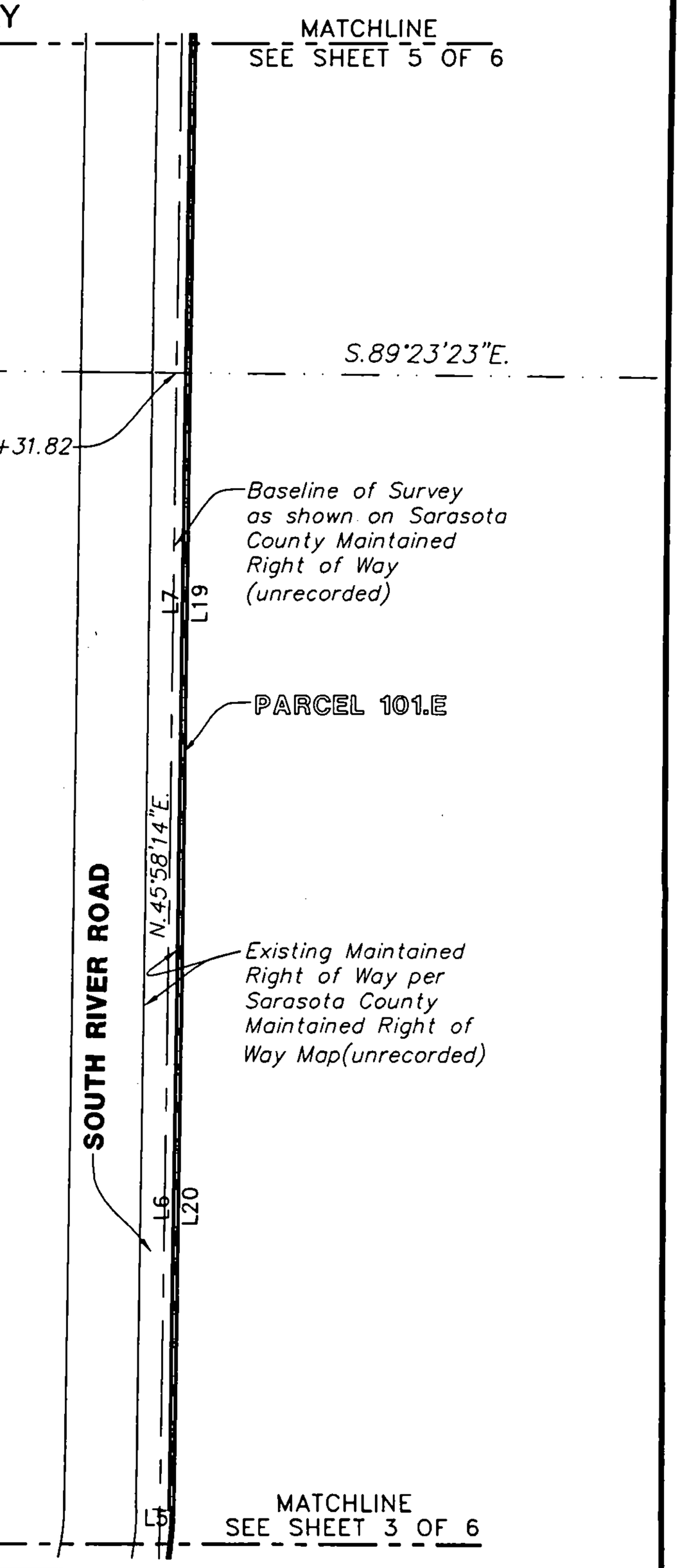
PARCEL 101.E

SKETCH OF DESCRIPTION

RIGHT OF WAY



LINE TABLE

LINE	BEARING	DISTANCE
L5	N 89°45'02" W	5.43'
L6	N 00°28'37" E	1299.14'
L7	N 00°28'36" E	1299.94'
L19	S 00°28'36" W	1299.94'
L20	S 00°28'37" W	1299.11'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.E)

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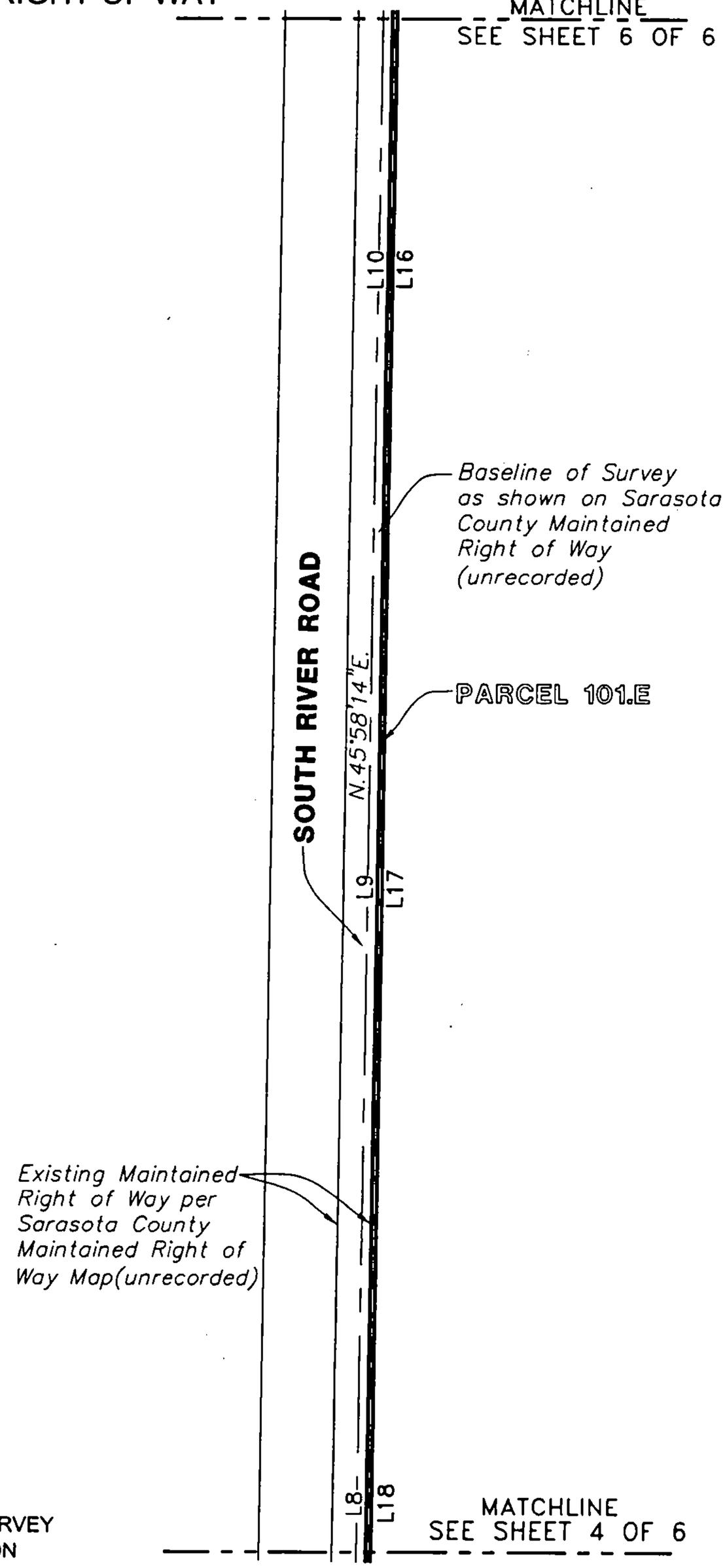
PARCEL 101.E

SKETCH OF DESCRIPTION

RIGHT OF WAY



LINE TABLE

LINE	BEARING	DISTANCE
L8	N 00°28'37" E	1299.99'
L9	N 00°28'20" E	1299.96'
L10	N 00°28'25" E	1299.82'
L16	S 00°28'25" W	1299.82'
L17	S 00°28'20" W	1299.96'
L18	S 00°28'37" W	1299.99'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.E)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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Email: bsi@brittsurveying.com

PARCEL 101.E

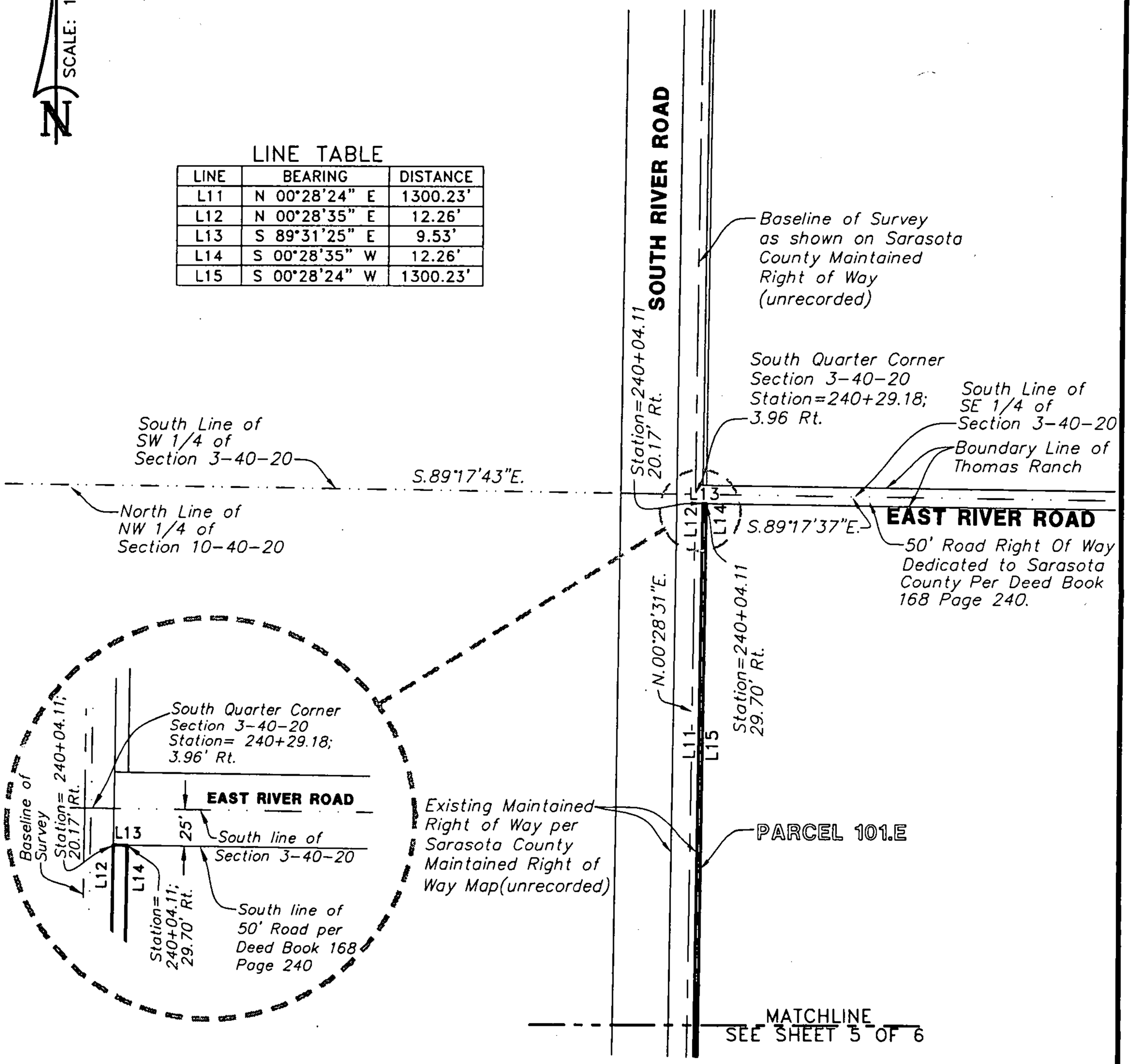
SKETCH OF DESCRIPTION
RIGHT OF WAY

SCALE: 1"=400'

N

LINE TABLE

LINE	BEARING	DISTANCE
L11	N 00°28'24" E	1300.23'
L12	N 00°28'35" E	12.26'
L13	S 89°31'25" E	9.53'
L14	S 00°28'35" W	12.26'
L15	S 00°28'24" W	1300.23'



THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

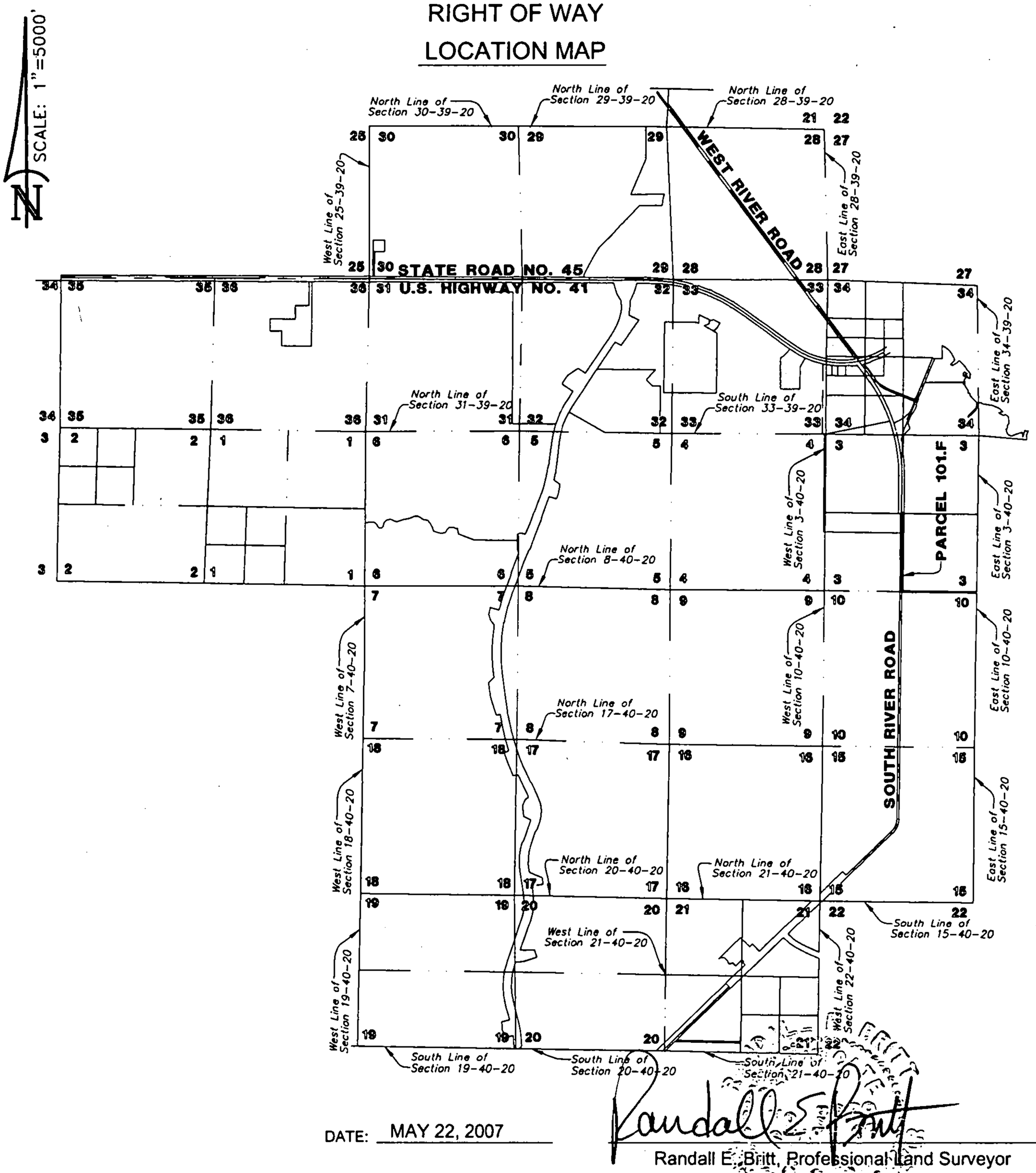
DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.E)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.F

SKETCH OF DESCRIPTION
RIGHT OF WAY
LOCATION MAP



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.F)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.F

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Section 3, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 3, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°17'43"E., along said South Line of the Southwest Quarter of said Section 3, a distance of 2641.58 feet to the South Quarter Corner of said Section 3; thence S.89°17'37"E, along the South Line of Southeast Quarter of said Section 3, a distance of 16.11 feet; thence N.00°42'23"E., perpendicular to said South Line of Southeast Quarter of said Section 3, a distance of 25.00 feet to the intersection of the easterly Maintained Right of Way Line of South River Road as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road and the North line of lands described in Deed Book 168, Page 240, Public Records of Sarasota County, Florida, for a POINT OF BEGINNING; thence along said Maintained Right of Way Line the following three (3) courses; (1)thence N.00°28'35"E., a distance of 1237.74 feet; (2) thence N.00°28'21"E., a distance of 1299.89 feet; (3) thence N.00°28'34"E., a distance of 131.36 feet to a point along the North Line of said Southeast Quarter of said Section 3; thence S.89°21'39"E., along said North Line of the Southeast Quarter of Section 3, a distance of 9.53 feet; thence S.00°28'34"W., a distance of 131.33 feet; thence S.00°28'21"W., a distance of 1299.89 feet; thence S.00°28'35"W., a distance of 1237.78 feet to said North line of lands described in Deed Book 168, Page 240; thence N.89°17'37"W., along said North line of lands described in Deed Book 168, Page 240, a distance of 9.53 feet to the POINT OF BEGINNING.

Parcel contains 25,445 Square Feet, or 0.5841 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

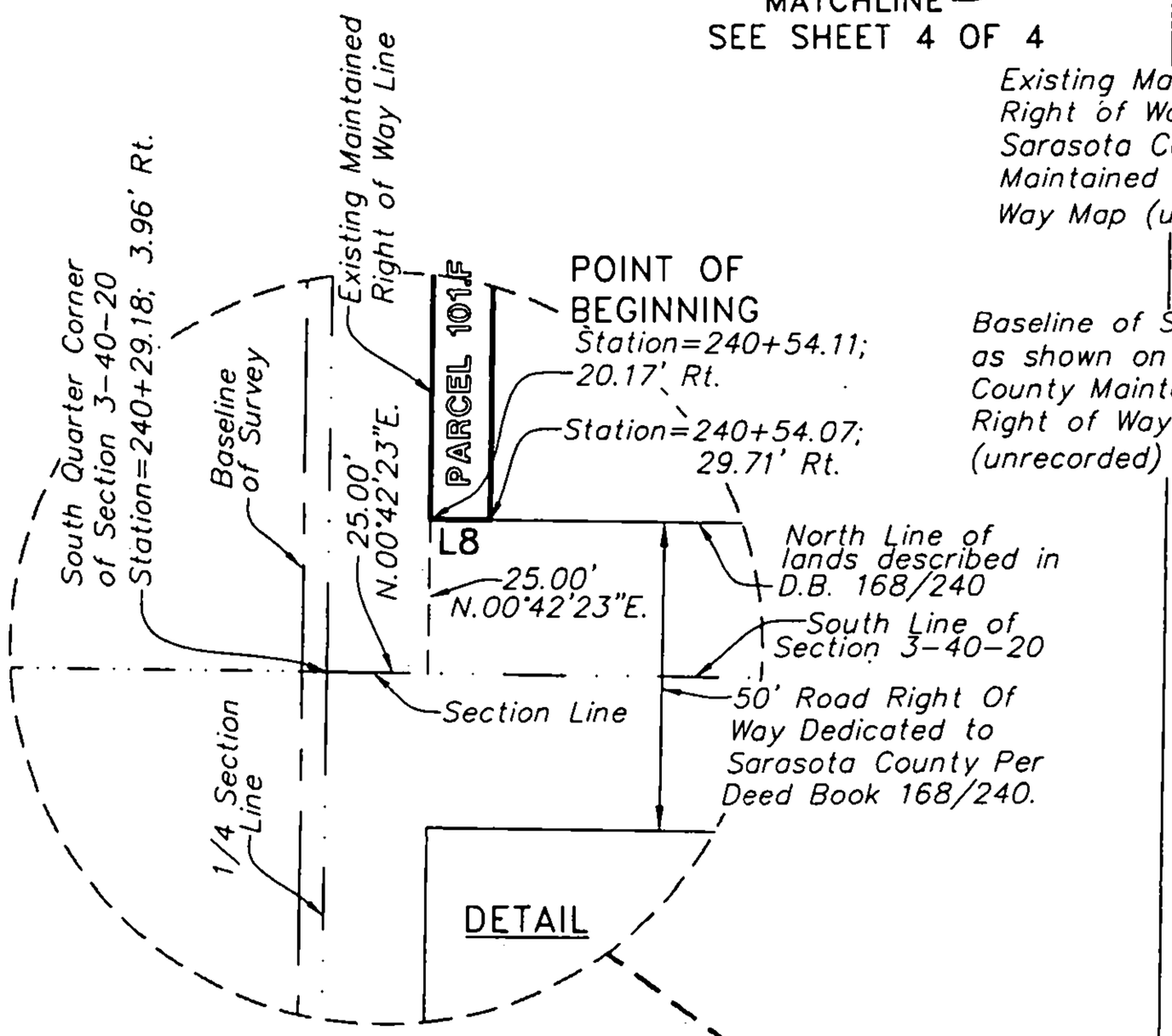
JOB NUMBER: 07-05-25(101.F)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.F

SKETCH OF DESCRIPTION
RIGHT OF WAY

SCALE: 1"=200'



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°28'35" E	1237.74'
L7	S 00°28'35" W	1237.78'
L8	N 89°17'37" W	9.53'

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying,Inc., dated September 12, 2002,Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.99954167.*

SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION
THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.F)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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606 Cypress Avenue Venice Florida 34285
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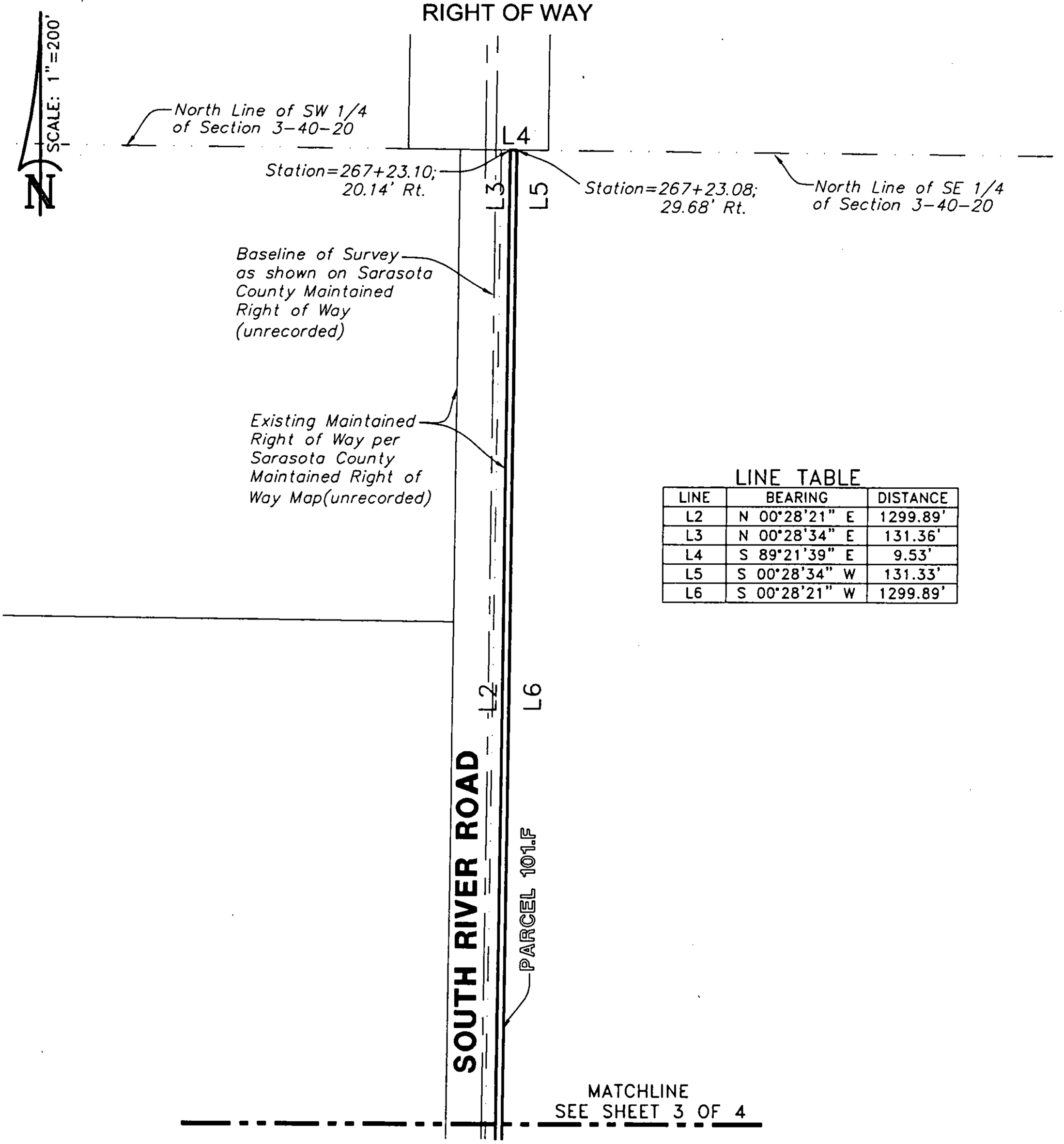
PARCEL 101.F

SKETCH OF DESCRIPTION

SHEET 4 OF 4

RIGHT OF WAY



LINE TABLE

LINE	BEARING	DISTANCE
L2	N 00°28'21" E	1299.89'
L3	N 00°28'34" E	131.36'
L4	S 89°21'39" E	9.53'
L5	S 00°28'34" W	131.33'
L6	S 00°28'21" W	1299.89'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.F)

BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
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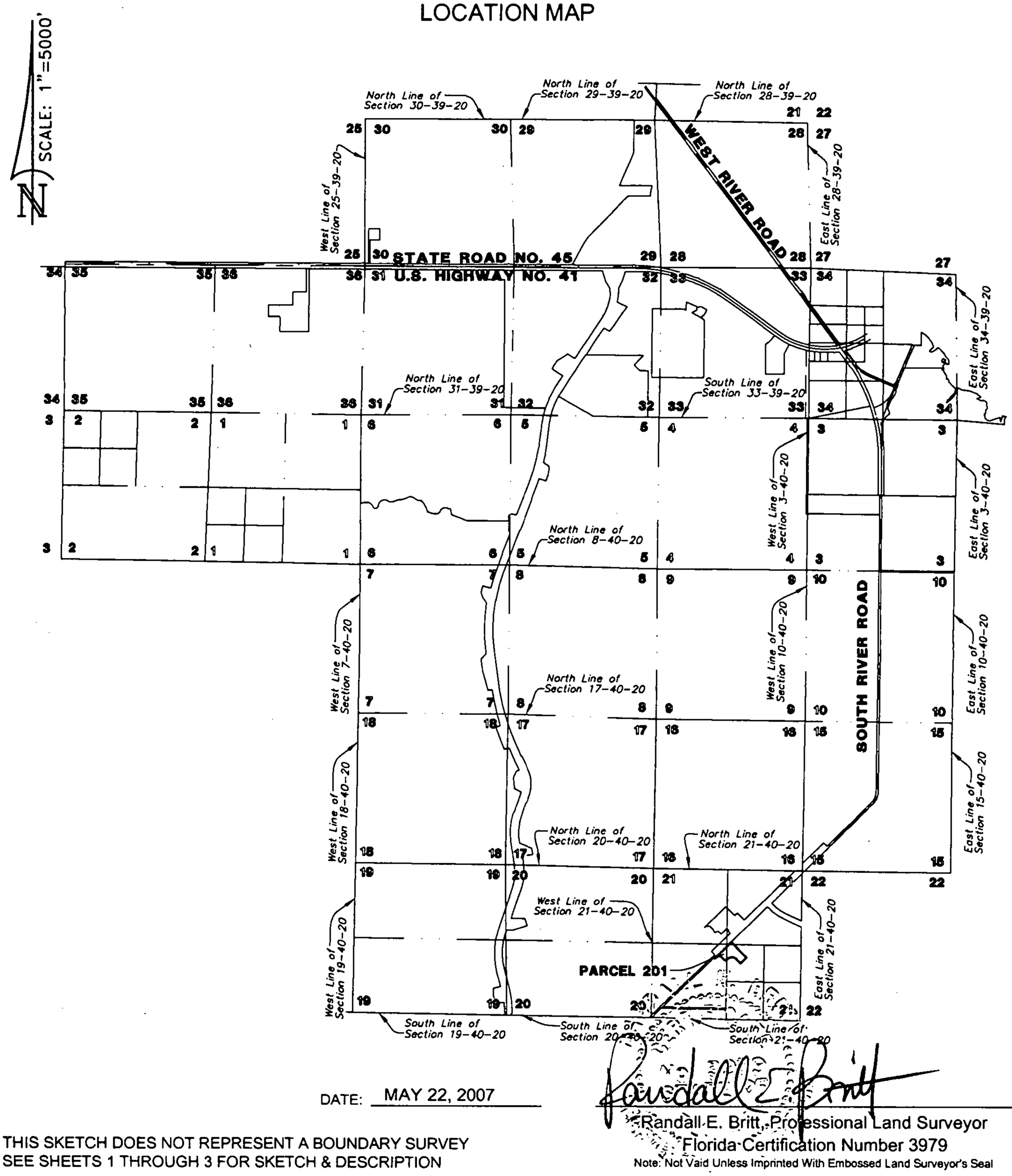
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 201

SKETCH OF DESCRIPTION

SHEET 1 OF 3

LOCATION MAP



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(201)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 201

SKETCH OF DESCRIPTION

DESCRIPTION:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.88°46'17"E., along the South Line of the Southwest Quarter of said Section 21, a distance of 6.31 feet to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road; thence N.45°58'14"E., along said baseline of survey, a distance of 3267.20 feet; thence S.44°01'46"E., perpendicular to said baseline of survey, a distance of 41.51 feet to the POINT OF BEGINNING; thence N.45°56'43"E., a distance of 629.28 feet; thence S.43°52'22"E., a distance of 771.45 feet; thence S.46°20'52"W., a distance of 294.90 feet; thence N.43°25'39"W., a distance of 205.68 feet; to a point on a curve to the left having a radius of 225.00 feet, a central angle of 91°32'43", a chord bearing of N.89°12'00"W., and a chord length of 322.46 feet; thence along the arc of said curve an arc length of 359.50 feet; thence S.45°01'39"W., a distance of 58.25 feet; thence N.81°29'41"W., a distance of 77.89 feet; thence N.44°03'17"W., a distance of 275.37 feet to the POINT OF BEGINNING.

Parcel contains 348,478 Square Feet, or 8.0000 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(201)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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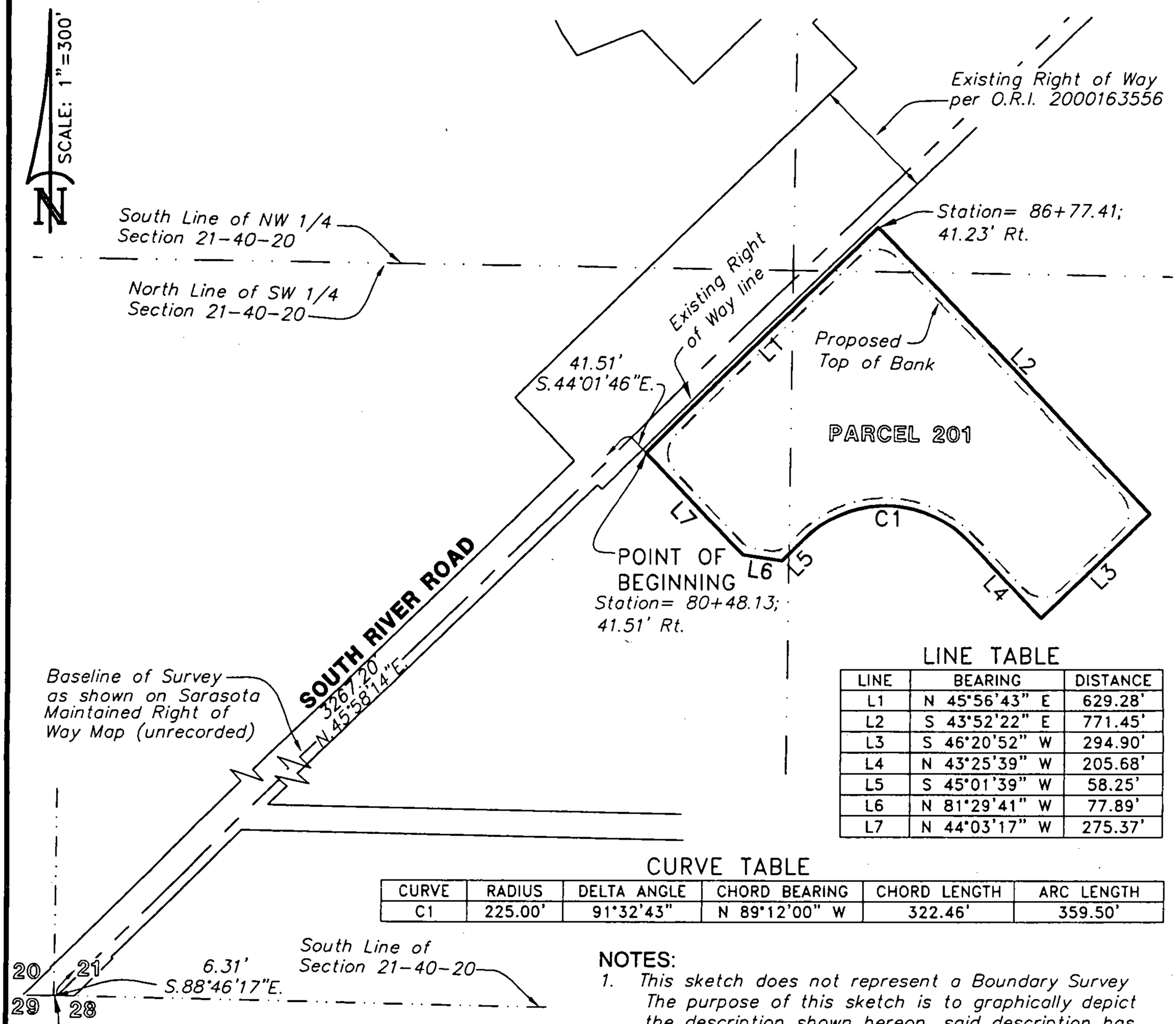
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 201

SKETCH OF DESCRIPTION

SHEET 3 OF 3



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°56'43" E	629.28'
L2	S 43°52'22" E	771.45'
L3	S 46°20'52" W	294.90'
L4	N 43°25'39" W	205.68'
L5	S 45°01'39" W	58.25'
L6	N 81°29'41" W	77.89'
L7	N 44°03'17" W	275.37'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	225.00'	91°32'43"	N 89°12'00" W	322.46'	359.50'

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.99954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(201)

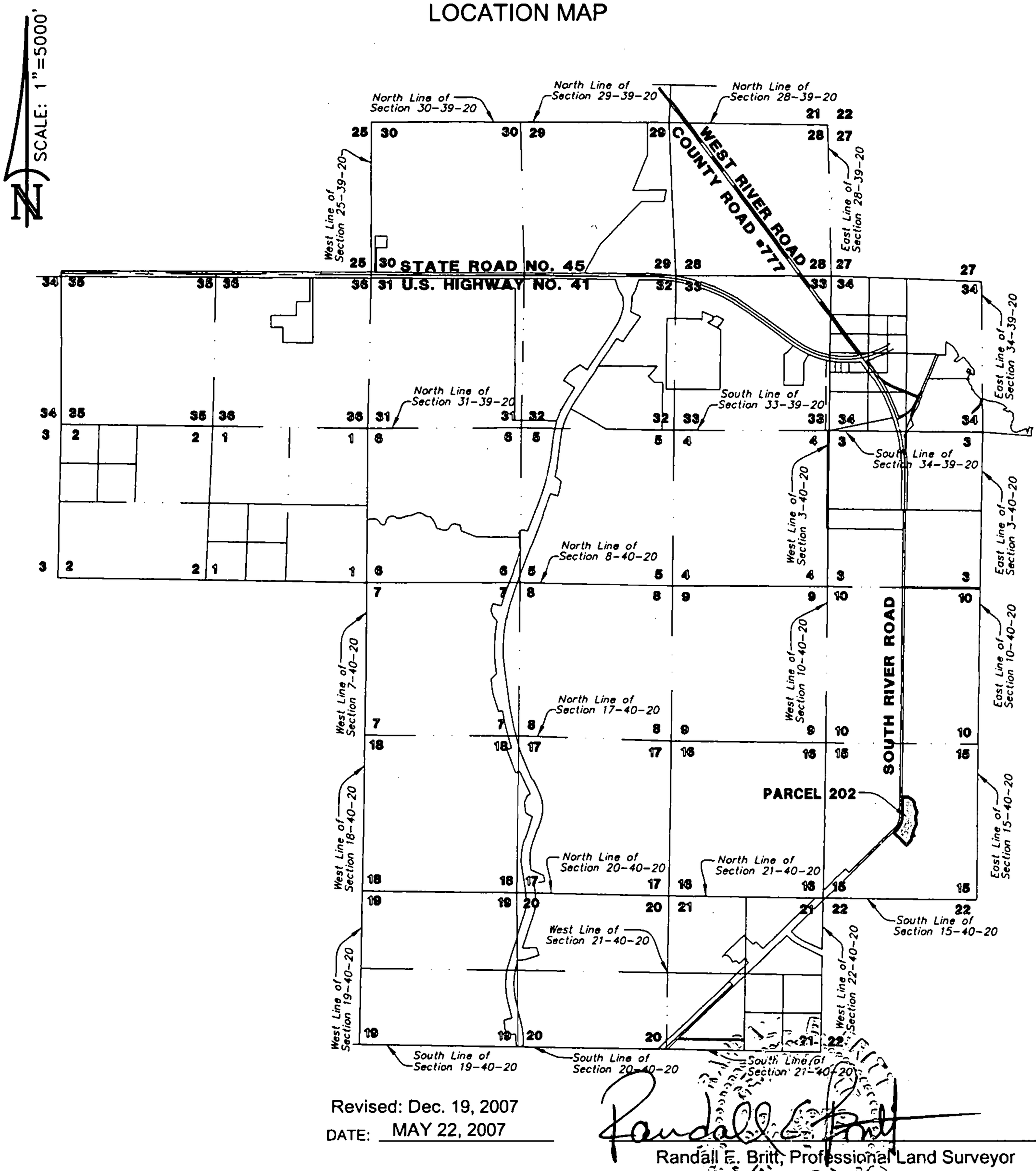
BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 202

SKETCH OF DESCRIPTION

SHEET 1 OF 4

LOCATION MAP



Revised: Dec. 19, 2007

DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Vaid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 19, 2007

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(202)

BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 202

SKETCH OF DESCRIPTION

DESCRIPTION:

A Parcel of land in Section 15, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest Corner of Section 15, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°21'19"E., along the South Line of said Section 15, a distance of 49.10 feet to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way map for River Road; thence N.45°58'14"E., along said baseline of survey, a distance of 3284.46 feet; thence S.44°01'46"E., perpendicular to said baseline of survey, a distance of 39.75 feet to the POINT OF BEGINNING; thence N.45°58'39"E., a distance of 102.13 feet to a point on a curve to the left having a radius of 706.58 feet, a central angle of 45°29'01", a chord bearing of N.23°13'07"E., and a chord length of 546.30 feet; thence along the arc of said curve an arc length of 560.91 feet; thence N.00°28'37"E., a distance of 615.74 feet; thence S.89°31'23"E., a distance of 178.13 feet; thence S.60°22'18"E., a distance of 188.25 feet; thence S.32°42'31"E., a distance of 144.47 feet to a point on a curve to the left having a radius of 150.00 feet, a central angle of 65°32'10", a chord bearing of S.12°01'25"E., and a chord length of 162.37 feet; thence along the arc of said curve an arc length of 171.57 feet to a point on a curve to the right having a radius of 50.00 feet, a central angle of 48°24'34", a chord bearing of S.20°35'14"E., and a chord length of 41.00 feet; thence along the arc of said curve an arc length of 42.25 feet to a point on a curve to the left having a radius of 55.00 feet, a central angle of 53°04'13", a chord bearing of S.22°55'03"E., and a chord length of 49.14 feet; thence along the arc of said curve an arc length of 50.94 feet to a point on a curve to the right having a radius of 50.00 feet, a central angle of 69°28'55", a chord bearing of S.14°42'42"E., and a chord length of 56.99 feet; thence along the arc of said curve an arc length of 60.63 feet; thence S.20°01'46"W., a distance of 165.04 feet; thence S.09°45'21"E., a distance of 198.48 feet; thence S.10°32'59"W., a distance of 77.82 feet; thence S.24°01'29"W., a distance of 246.18 feet; thence S.16°16'56"W., a distance of 52.07 feet; thence S.35°57'16"E., a distance of 117.85 feet; thence S.87°27'37"W., a distance of 86.98 feet; thence S.45°58'19"W., a distance of 25.22 feet; thence S.05°31'58"W., a distance of 149.54 feet; thence S.45°58'39"W., a distance of 223.39 feet; thence N.44°01'21"W., a distance of 622.74 feet to the POINT OF BEGINNING.

Parcel contains 729,519 Square Feet, or 16.7475 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 19, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(202)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 202

SKETCH OF DESCRIPTION

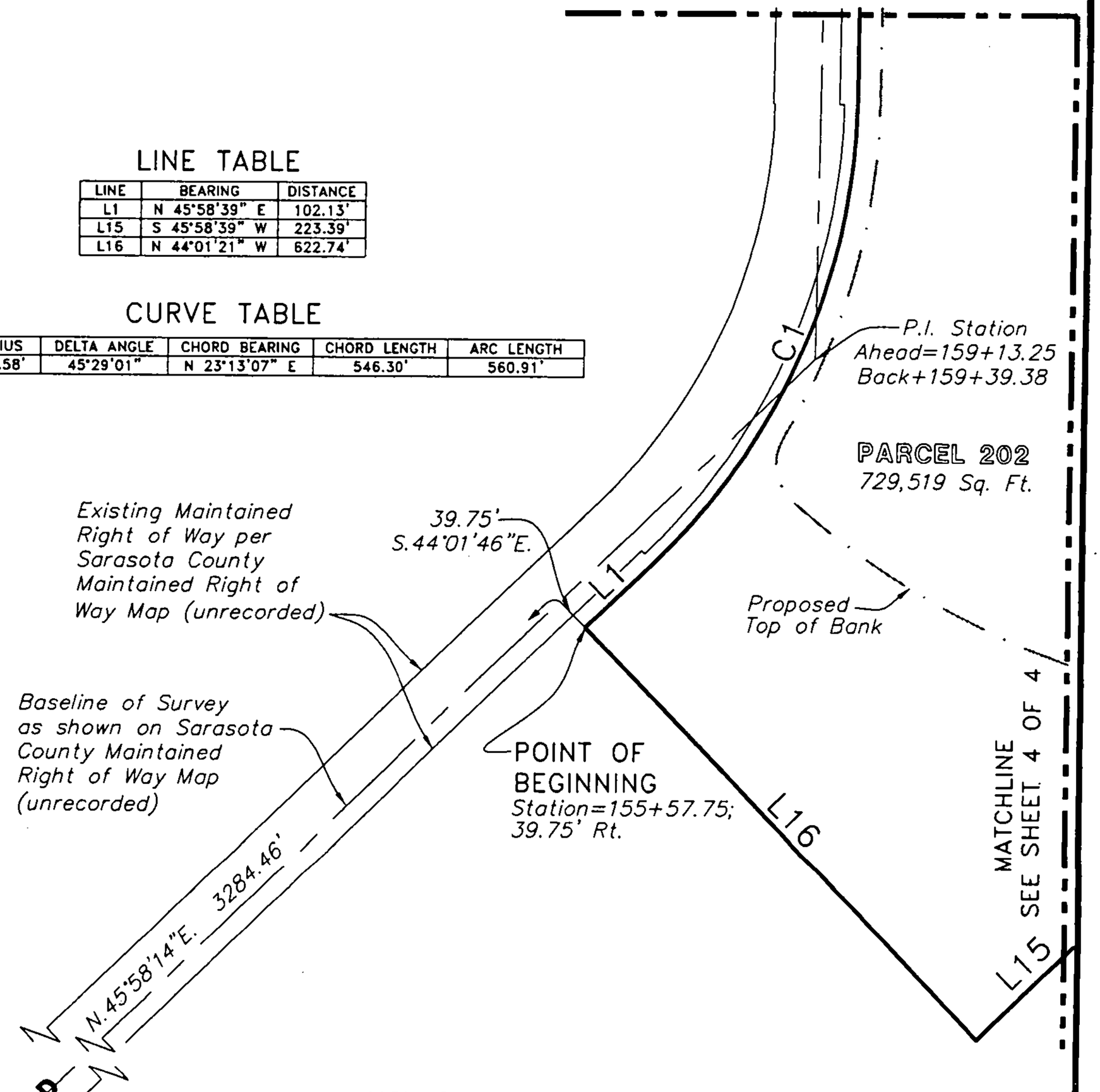
SCALE: 1"=200'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°58'39" E	102.13'
L15	S 45°58'39" W	223.39'
L16	N 44°01'21" W	622.74'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	706.58'	45°29'01"	N 23°13'07" E	546.30'	560.91'



NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.99954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 19, 2007

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(202)

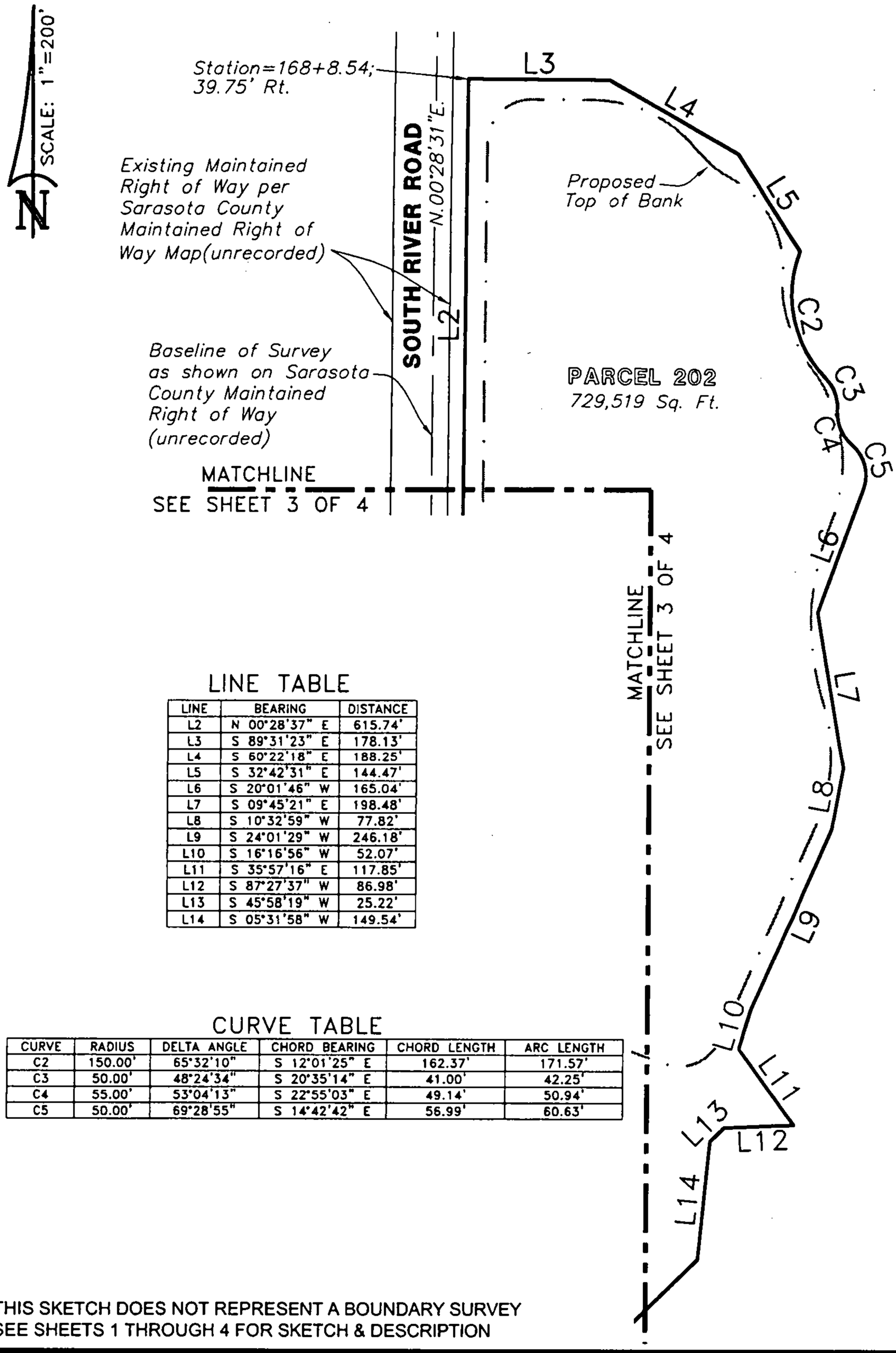
BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 202

SKETCH OF DESCRIPTION

SHEET 4 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L2	N 00°28'37" E	615.74'
L3	S 89°31'23" E	178.13'
L4	S 60°22'18" E	188.25'
L5	S 32°42'31" E	144.47'
L6	S 20°01'46" W	165.04'
L7	S 09°45'21" E	198.48'
L8	S 10°32'59" W	77.82'
L9	S 24°01'29" W	246.18'
L10	S 16°16'56" W	52.07'
L11	S 35°57'16" E	117.85'
L12	S 87°27'37" W	86.98'
L13	S 45°58'19" W	25.22'
L14	S 05°31'58" W	149.54'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C2	150.00'	65°32'10"	S 12°01'25" E	162.37'	171.57'
C3	50.00'	48°24'34"	S 20°35'14" E	41.00'	42.25'
C4	55.00'	53°04'13"	S 22°55'03" E	49.14'	50.94'
C5	50.00'	69°28'55"	S 14°42'42" E	56.99'	60.63'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 19, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(202)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

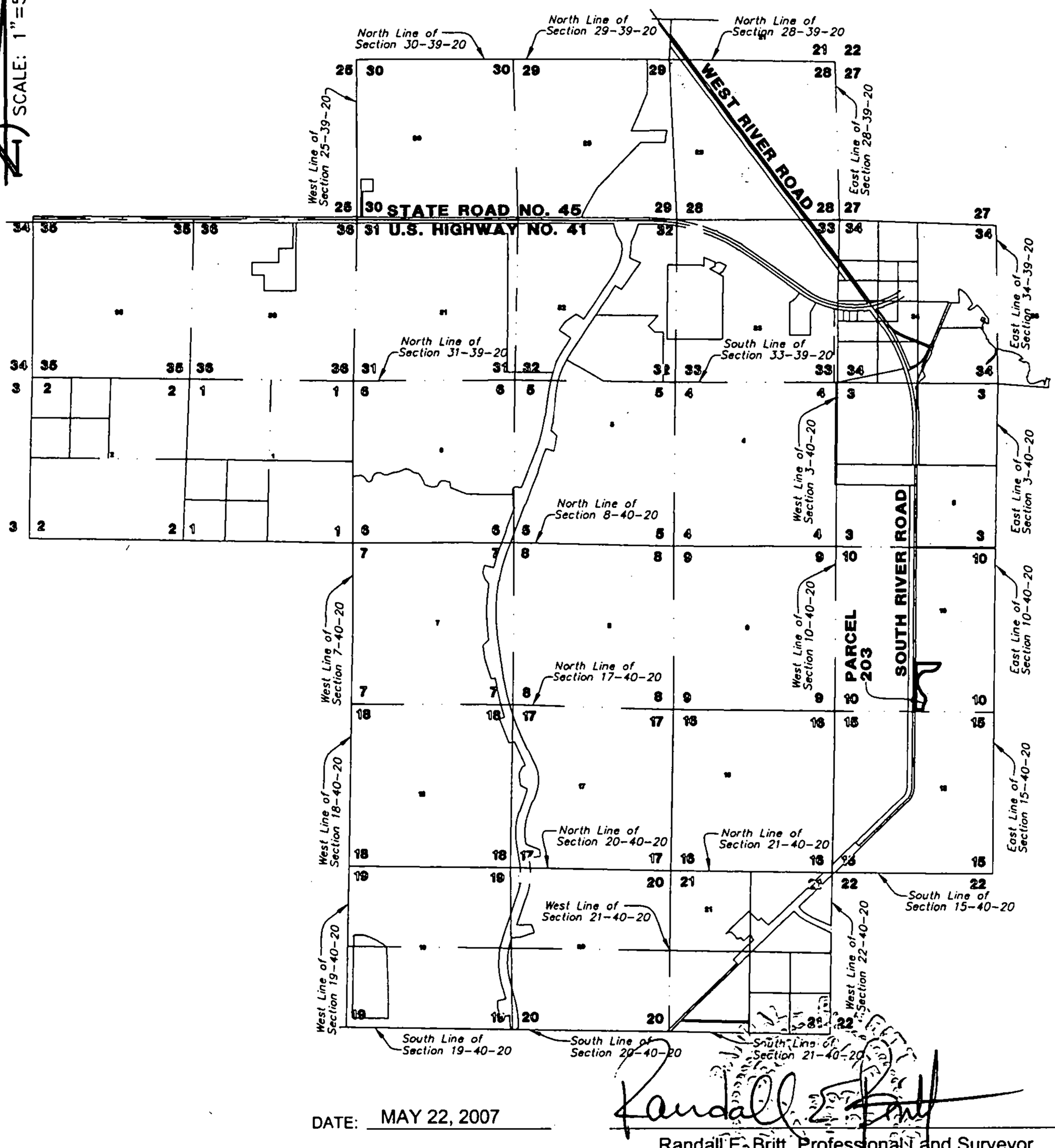
PARCEL 203

SKETCH OF DESCRIPTION

SHEET 1 OF 3

LOCATION MAP

SCALE: 1"=5000'



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 15, 2007

JOB NUMBER: 07-05-25 A (203)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 203

SKETCH OF DESCRIPTION

SHEET 2 OF 3

DESCRIPTION:

A Parcel of land in Section 10, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°23'23"E., along said South Line of said Section 10, a distance of 2639.04 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road; thence N.00°28'31"E., along said baseline of survey, a distance of 59.71 feet; thence S.89°31'29"E. perpendicular to said baseline of survey, a distance of 39.80 feet to the POINT OF BEGINNING; thence N.00°28'37"E., a distance of 1400.31 feet; thence N.00°28'20"E., a distance of 131.20 feet; thence S.89°31'40"E., a distance of 811.89 feet to a point on a curve to the right having a radius of 350.00 feet, a central angle of 85°19'12", a chord bearing of S.56°45'18"W., and a chord length of 474.35 feet; thence along the arc of said curve an arc length of 521.19 feet to a point on a curve to the left having a radius of 300.00 feet, a central angle of 71°21'53", a chord bearing of S.63°43'58"W., and a chord length of 349.97 feet; thence along the arc of said curve an arc length of 373.66 feet; thence S.28°03'01"W., a distance of 89.59 feet to a point on a curve to the left having a radius of 165.00 feet, a central angle of 26°55'53", a chord bearing of S.14°35'05"W., and a chord length of 76.85 feet; thence along the arc of said curve an arc length of 77.56 feet; thence S.01°07'08"W., a distance of 77.18 feet to a point on a curve to the left having a radius of 135.00 feet, a central angle of 27°53'45", a chord bearing of S.12°49'44"E., and a chord length of 65.08 feet; thence along the arc of said curve an arc length of 65.73 feet; thence S.26°46'37"E., a distance of 328.35 feet; thence S.46°34'14"E., a distance of 134.78 feet; thence S.21°04'38"E., a distance of 41.98 feet; thence S.02°21'49"E., a distance of 86.84 feet; thence S.10°52'50"W., a distance of 29.05 feet to a point on a curve to the left having a radius of 242.84 feet, a central angle of 20°08'16", a chord bearing of S.23°13'02"W., and a chord length of 84.91 feet; thence along the arc of said curve an arc length of 85.35 feet; thence S.27°36'03"W., a distance of 95.52 feet; thence S.05°33'12"W., a distance of 115.34 feet; thence N.89°31'23"W., a distance of 235.63 feet to the POINT OF BEGINNING.

Parcel contains 423,411 Square Feet, or 9.7202 Acres more or less.

NOTES:

1. *This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 15, 2007

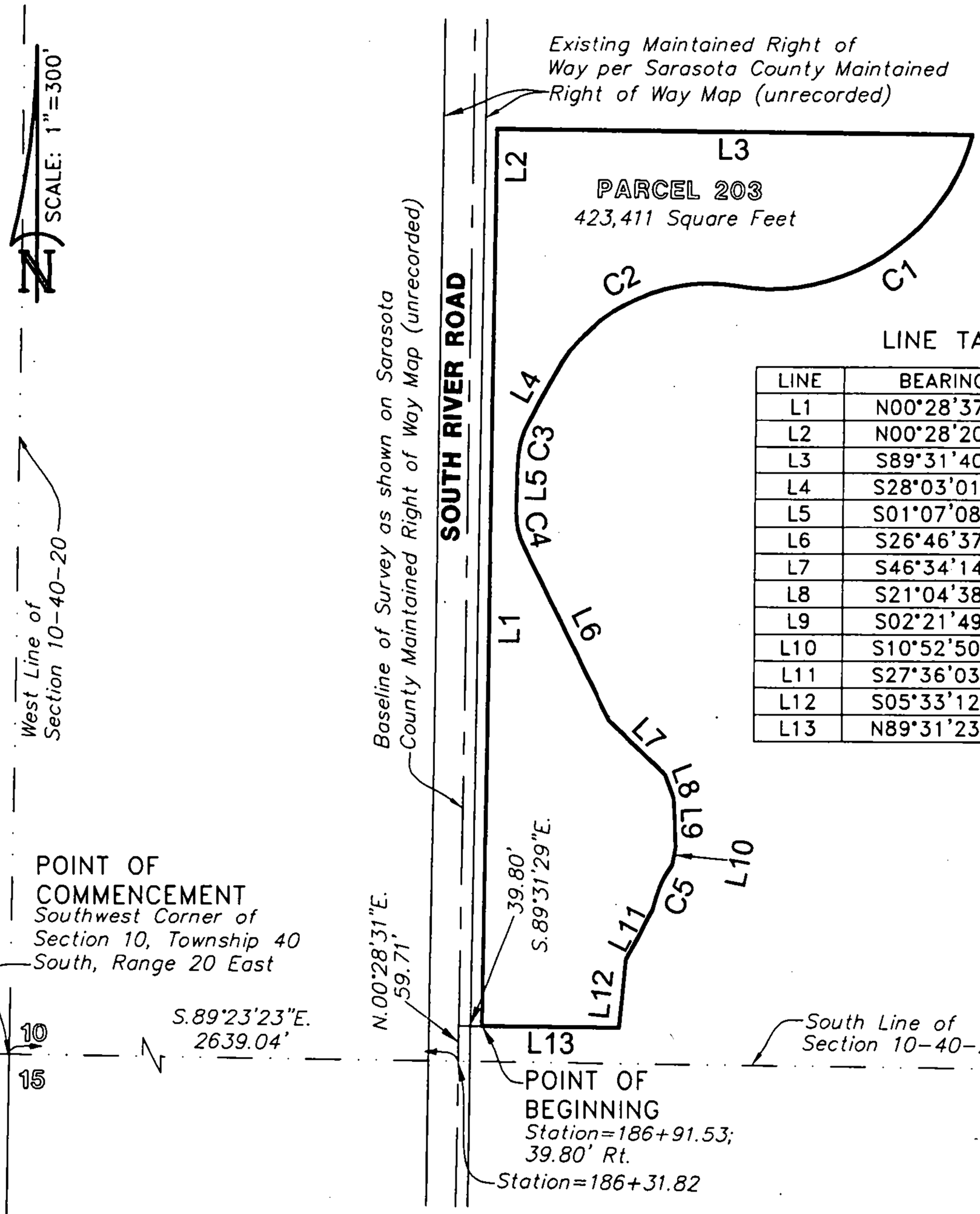
JOB NUMBER: 07-05-25 A (203)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 203

SKETCH OF DESCRIPTION

SHEET 3 OF 3



LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°28'37"E	1400.31'
L2	N00°28'20"E	131.20'
L3	S89°31'40"E	811.89'
L4	S28°03'01"W	89.59'
L5	S01°07'08"W	77.18'
L6	S26°46'37"E	328.35'
L7	S46°34'14"E	134.78'
L8	S21°04'38"E	41.98'
L9	S02°21'49"E	86.84'
L10	S10°52'50"W	29.05'
L11	S27°36'03"W	95.52'
L12	S05°33'12"W	115.34'
L13	N89°31'23"W	235.63'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	350.00'	85°19'12"	S56°45'18"W	474.35'	521.19'
C2	300.00'	71°21'53"	S63°43'58"W	349.97'	373.66'
C3	165.00'	26°55'53"	S14°35'05"W	76.85'	77.56'
C4	135.00'	27°53'45"	S12°49'44"E	65.08'	65.73'
C5	242.84'	20°08'16"	S23°13'02"W	84.91'	85.35'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 15, 2007

JOB NUMBER: 07-05-25 A (203)

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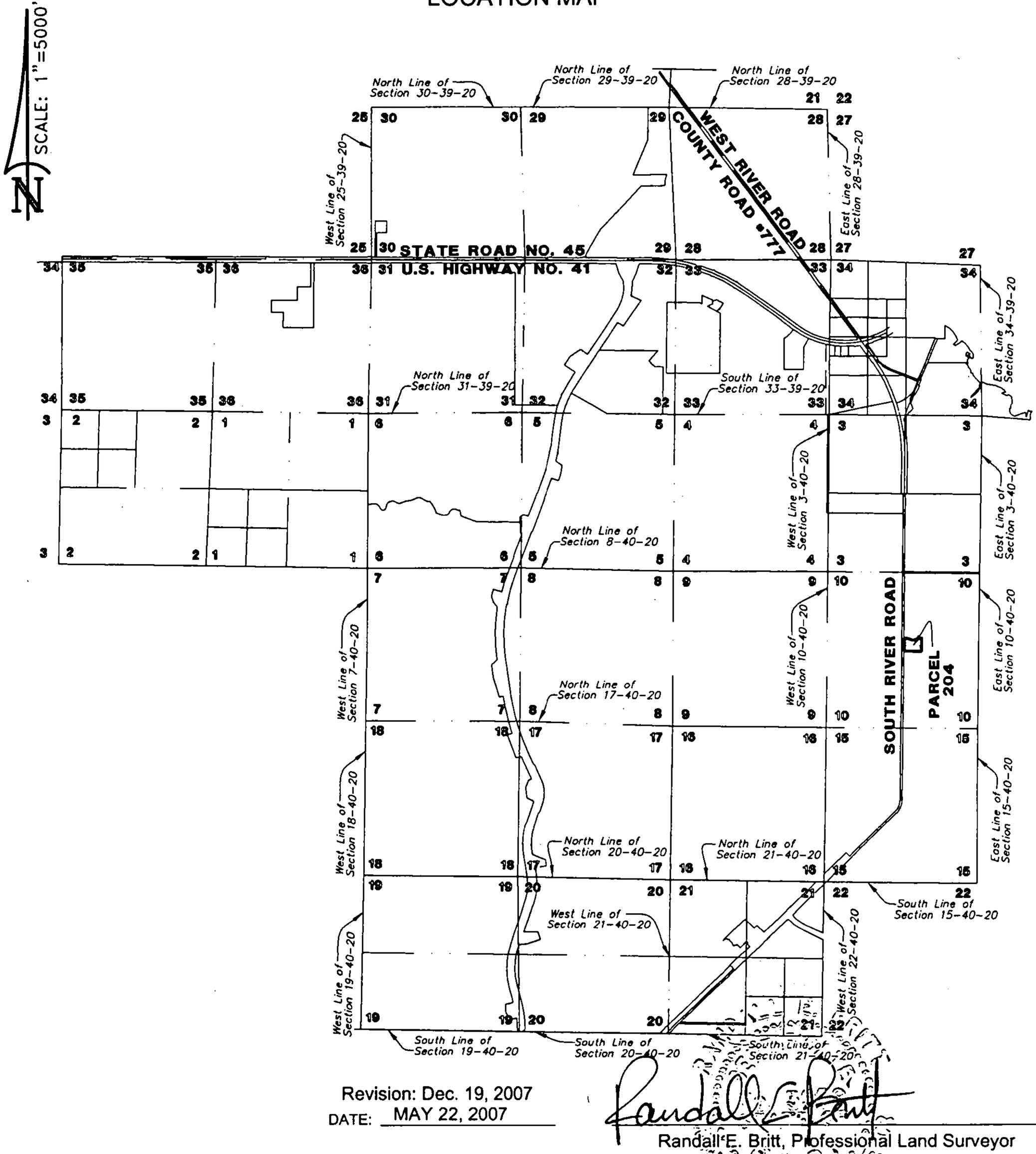
PARCEL 204

SKETCH OF DESCRIPTION

SHEET 1 OF 3

LOCATION MAP

SCALE: 1"=5000'



Revision: Dec. 19, 2007
DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Vaid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(204)

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PARCEL 204

SKETCH OF DESCRIPTION

DESCRIPTION:

A Parcel of land in Section 10, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°23'23"E., along said South Line of said Section 10, a distance of 2639.04 feet to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way map for River Road; thence N.00°28'31"E., along said baseline of survey, a distance of 2691.89 feet; thence S.89°31'29"E., perpendicular to said baseline of survey, a distance of 39.78 feet to the POINT OF BEGINNING; thence N.00°28'25"E., a distance of 442.97 feet; thence S.89°31'35"E., a distance of 92.84 feet; thence S.66°54'10"E., a distance of 91.90 feet to a point on a curve to the left having a radius of 315.00 feet, a central angle of 48°07'00", a chord bearing of N.89°02'19"E., and a chord length of 256.83 feet; thence along the arc of said curve an arc length of 264.54 feet; thence N.64°58'49"E., a distance of 67.19 feet; thence S.89°31'35"E., a distance of 99.03 feet; thence S.00°28'25"W., a distance of 442.96 feet; thence N.89°31'40"W., a distance of 594.09 feet to the POINT OF BEGINNING.

Parcel contains 247,808 Square Feet, or 5.6889 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(204)

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PARCEL 204

SKETCH OF DESCRIPTION

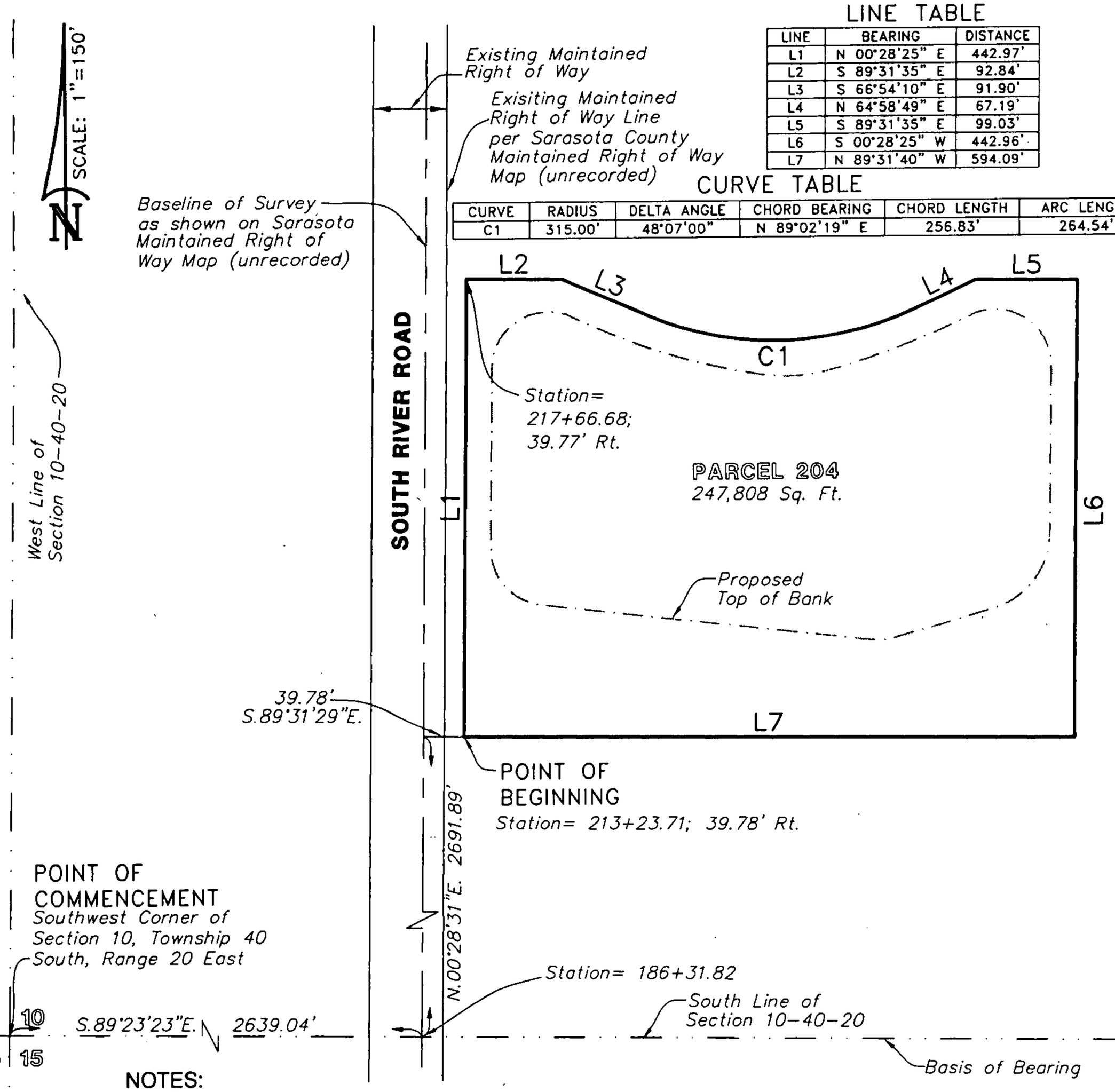
SHEET 3 OF 3

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°28'25" E	442.97'
L2	S 89°31'35" E	92.84'
L3	S 66°54'10" E	91.90'
L4	N 64°58'49" E	67.19'
L5	S 89°31'35" E	99.03'
L6	S 00°28'25" W	442.96'
L7	N 89°31'40" W	594.09'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	315.00'	48°07'00"	N 89°02'19" E	256.83'	264.54'



NOTES:

1. *This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(204)

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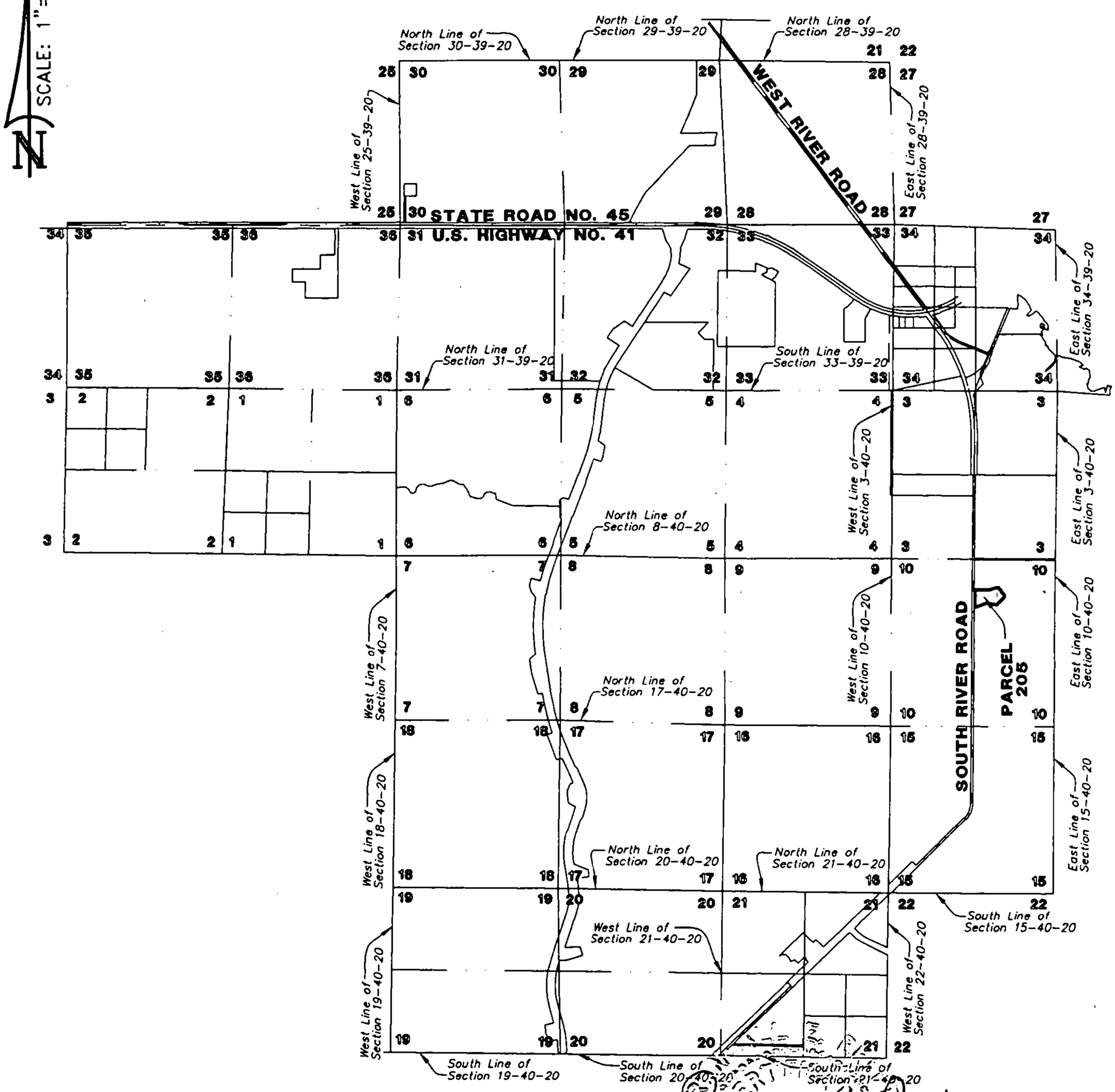
PARCEL 205

SKETCH OF DESCRIPTION

SHEET 1 OF 4

LOCATION MAP

SCALE: 1"=5000'



Revision: Dec. 19,2007

DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19,2007

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(205)

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606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 205

SKETCH OF DESCRIPTION

DESCRIPTION:

A Parcel of land in Section 10, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°23'23"E., along said South Line of said Section 10, a distance of 2639.04 feet to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way map for River Road; thence N.00°28'31"E., along said baseline of survey, a distance of 3849.97 feet; thence S.89°31'29"E., perpendicular to said baseline of survey, a distance of 39.75 feet to the POINT OF BEGINNING; thence N.00°28'25"E., a distance of 573.66 feet; thence S.89°31'36"E., a distance of 461.57 feet; thence N.76°35'59"E., a distance of 306.48 feet; thence S.37°45'05"E., a distance of 315.52 feet; thence S.00°00'00"W., a distance of 53.94 feet; thence S.44°11'49"W., a distance of 348.58 feet; thence N.79°31'38"W., a distance of 312.11 feet; thence S.70°30'51"W., a distance of 432.46 feet to the POINT OF BEGINNING.

Parcel contains 428,811 Square Feet, or 9.8441 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19,2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(205)

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PARCEL 205

SKETCH OF DESCRIPTION

SHEET 3 OF 4

SCALE: 1"=150'

N

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°28'25" E	573.66'
L2	S 89°31'36" E	461.57'
L8	S 70°30'51" W	432.46'

Maintained Right of Way

Exsisting Maintained Right of Way Line per Sarasota County Maintained Right of Map (unrecorded)

Station= 230+55.45
39.74' Rt.

L2

PARCEL 205
428,811 Sq. Ft.

L1

SOUTH RIVER ROAD

Proposed Top of Bank

L8

Baseline of Survey as shown on Sarasota County maintained Right of Way Map (unrecorded)

39.75'
S.89°31'29"E.

POINT OF BEGINNING
Station= 224+81.79;
39.75' Rt.

MATCHLINE
SEE SHEET 4 OF 4

N.00°28'31"E. 3849.97'

POINT OF COMMENCEMENT
Southwest Corner of Section 10, Township 40 South, Range 20 East

West Line of Section 10-40-20

South Line of Section 10-40-20

Station= 186+31.82

Basis of Bearing

9 | 10

S.89°23'23"E. 2639.04'

16 | 15

NOTES:

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2. See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.
3. This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19,2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(205)

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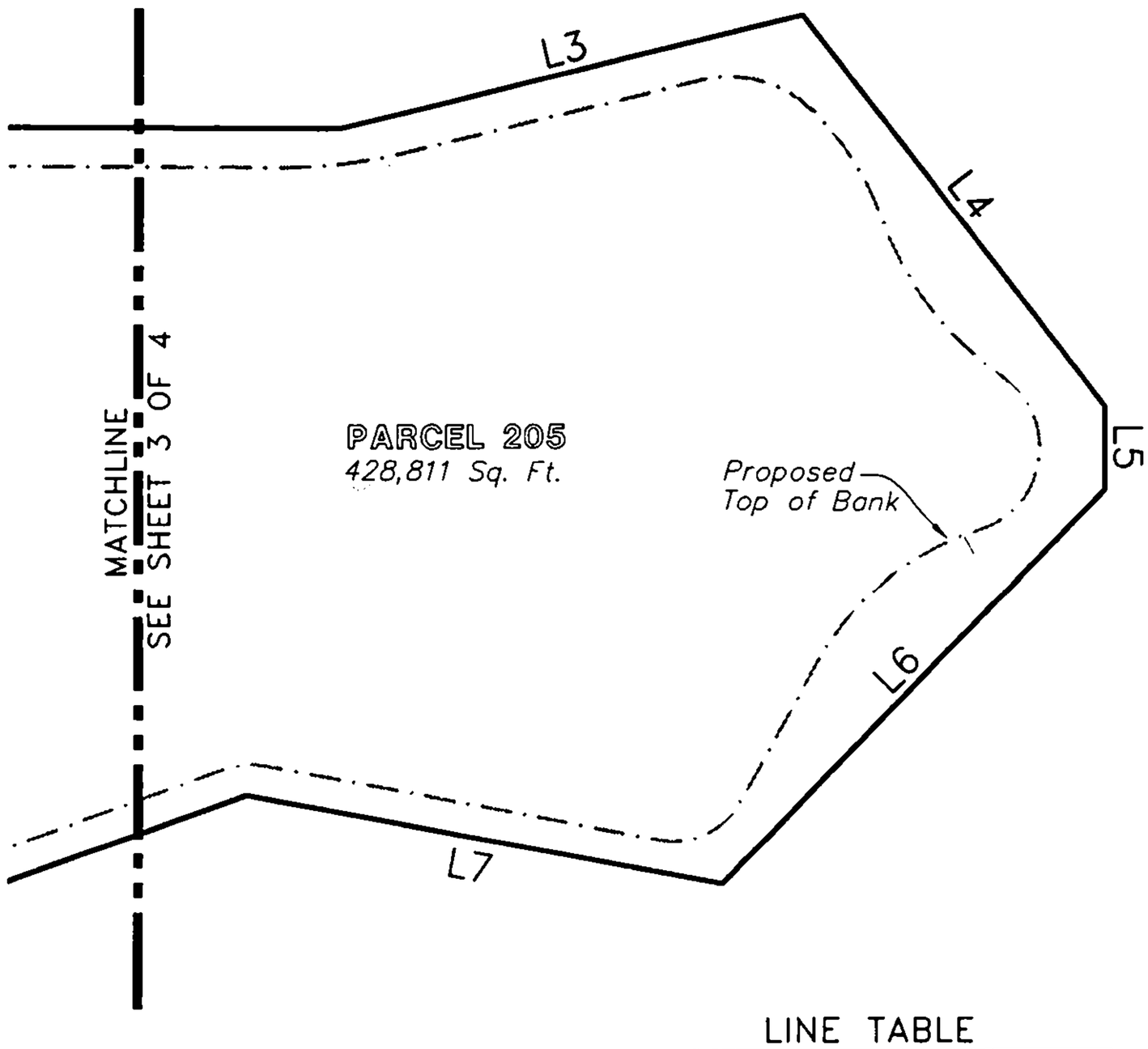
PARCEL 205

SKETCH OF DESCRIPTION

SHEET 4 OF 4

SCALE: 1"=150'

N



LINE TABLE

LINE	BEARING	DISTANCE
L3	N 76°35'59" E	306.48'
L4	S 37°45'05" E	315.52'
L5	S 00°00'00" W	53.94'
L6	S 44°11'49" W	348.58'
L7	N 79°31'38" W	312.11'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19,2007

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(205)

BRITT SURVEYING, INC.

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EXHIBIT "A"

Parcel 2

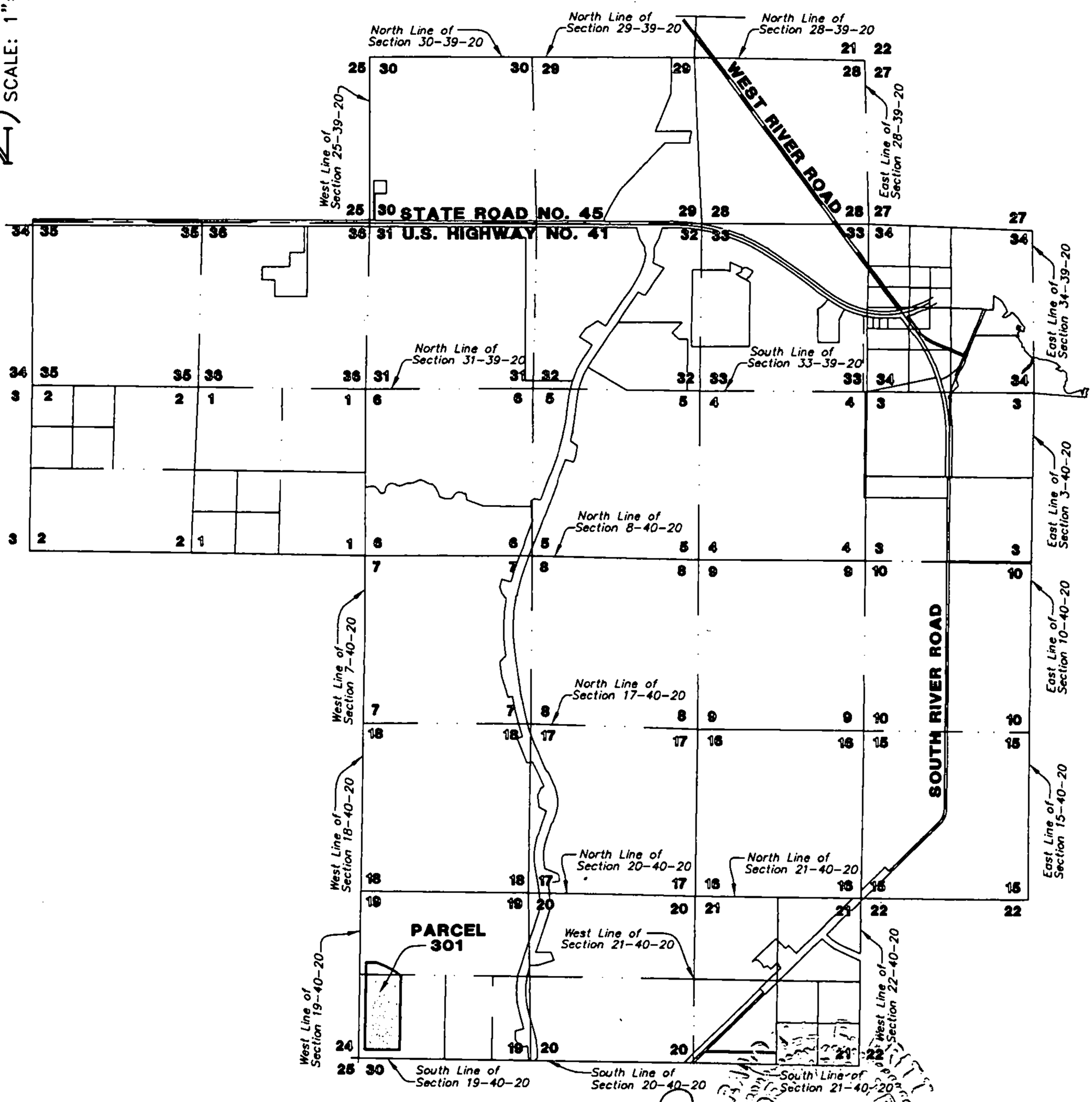
PARCEL 301

SKETCH OF DESCRIPTION

SHEET 1 OF 3

LOCATION MAP

SCALE: 1"=5000'



Randall E. Britt

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 17, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(301)

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606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 301

SKETCH OF DESCRIPTION

DESCRIPTION:

A Parcel of land in Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.00°52'08"W., along the East line of the Southeast Quarter of said Section 19, a distance of 270.11 feet to a point on a line lying 270.00 feet northerly of and parallel with the South line of said Southeast Quarter of Section 19 same being the North line of a 270 foot wide Florida Power and Light Company Easement, as recorded in Official Records Book 986, Page 905, Public Records of Sarasota County, Florida; thence N.89°07'15"W., along said line lying 270.00 feet northerly of and parallel with the South line of the Southeast Quarter of Section 19, a distance of 2742.09 feet; thence N.89°12'05"W., along a line lying 270.00 feet northerly of and parallel with the South line of the Southwest Quarter of Section 19, a distance of 1432.20 feet to a point on a line lying 1318.71 feet easterly of and parallel with the West line of said Section 19 for the POINT OF BEGINNING; thence continue N.89°12'05"W., along said line lying 270.00 feet northerly of and parallel with the South line of the Southwest Quarter of Section 19, a distance of 1118.72 feet to a point lying 200.00 feet easterly of and parallel with the West line of said Section 19; thence N.00°47'09"E., along said line lying 200.00 feet easterly of and parallel with said West line of Section 19, a distance of 2757.61 feet; thence N.86°45'40"E., a distance of 125.62 feet; thence S.88°28'31"E., a distance of 211.61 feet; thence S.70°38'32"E., a distance of 189.13 feet; thence S.65°14'22"E., a distance of 167.94 feet; thence S.64°57'23"E., a distance of 166.26 feet; thence S.56°18'11"E., a distance of 190.18 feet; thence S.49°50'04"E., a distance of 178.34 feet to a point on said line lying 1318.71 feet easterly of and parallel with the West line of said Section 19; thence S.00°47'09"W.,along said line lying 1318.71 feet easterly of and parallel with the West line of said Section 19, a distance of 2350.69 feet to the POINT OF BEGINNING.

Parcel contains 2,958,652 Square Feet, or 67.9213 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 17, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(301)

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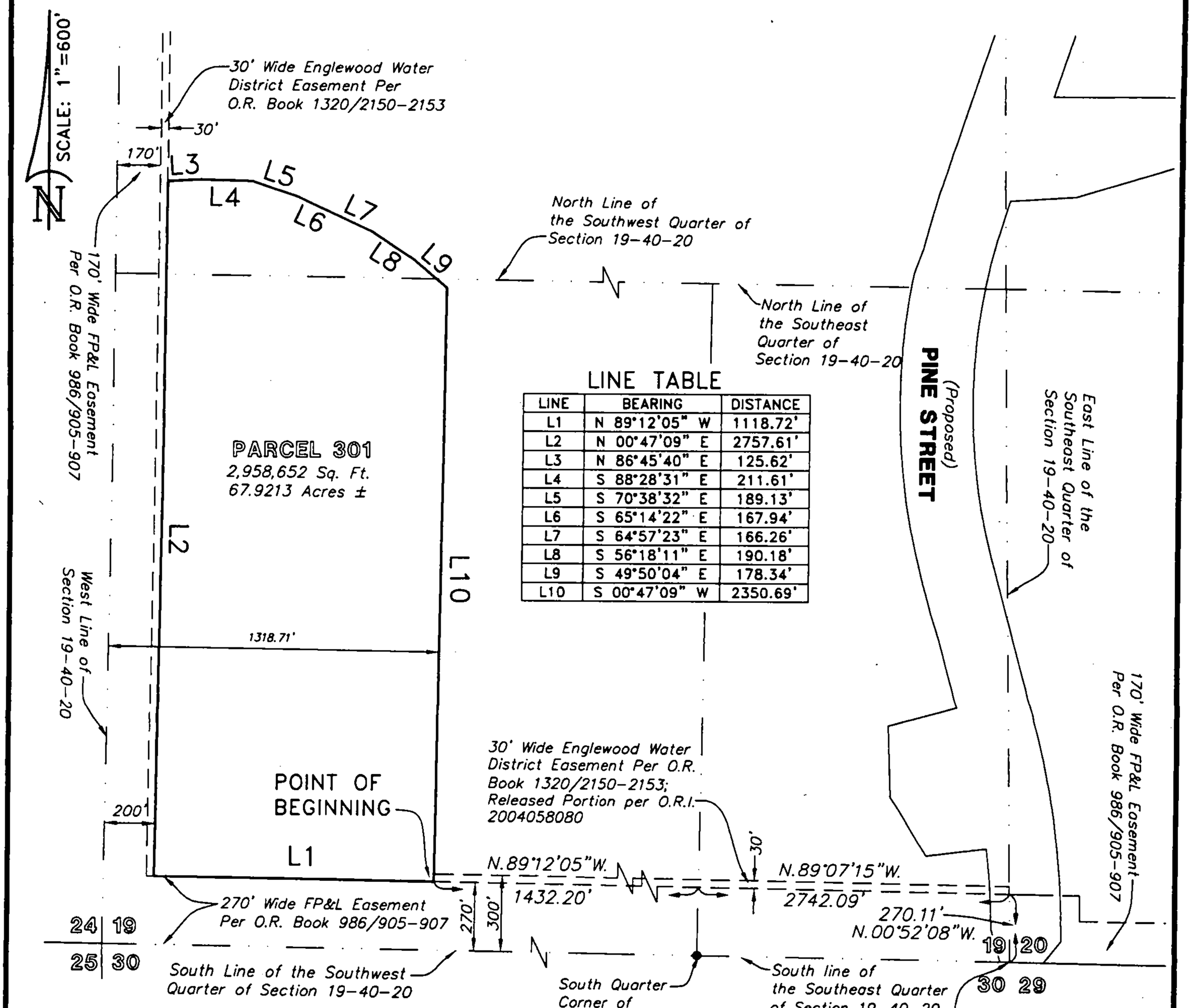
PARCEL 301

SKETCH OF DESCRIPTION

SHEET 3 OF 3



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°12'05" W	1118.72'
L2	N 00°47'09" E	2757.61'
L3	N 86°45'40" E	125.62'
L4	S 88°28'31" E	211.61'
L5	S 70°38'32" E	189.13'
L6	S 65°14'22" E	167.94'
L7	S 64°57'23" E	166.26'
L8	S 56°18'11" E	190.18'
L9	S 49°50'04" E	178.34'
L10	S 00°47'09" W	2350.69'

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for
2. this sketch.
   See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job
3. Number 02-07-16.
   This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.99954167.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 17, 2007

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(301)

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606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008060374 12 PGS
2008 MAY 02 11:51 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
DCOURSEY Receipt#1043266
Doc Stamp-Deed: 0.70

2008060374

THIS INSTRUMENT PREPARED BY
STEPHEN B. KEYSER, ESQ.
FERGESON SKIPPER, SHAW, KEYSER
BARON & TIRABASSI, P.A.
P.O. BOX 3018
SARASOTA, FL 34230
FILE NO. 5401/22952

Doc. Stamps: $ .70
Recording: $

PARCEL ID # 0833-00-1000; 0797-00-1000; 0811-00-1000; 0821-00-1000

QUIT CLAIM DEED

This Quit Claim Deed is made by ***FOURTH QUARTER PROPERTIES XXXII, LLC, a Georgia Limited Liability Company,*** *herein called "Grantor," whose address is 45 Ansley Drive, Newnan, Georgia 30263 to* ***SARASOTA COUNTY, A POLITICAL SUBDIVISION OF FLORIDA,*** *whose address is P.O. Box 8, Sarasota, FL 34230 herein called "Grantee." (The terms "Grantor" and "Grantee" include all the parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns).*

Grantor, in consideration of $10.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby quit claims unto the Grantee all the right, title, interest, claim and demand which the Grantor has in and to the following described real property in ***SARASOTA*** *County, Florida:*

Any and all real property located within the existing maintained right-of-way of River Road which is described on Exhibit "A" attached hereto.

Together with all appurtenances, estate, right, title, interest and claim whatsoever of the Grantor, either in law or in equity, to the proper use, benefit and behalf of the Grantee and Grantee's assigns forever.

Initial(s)

Executed on April 29, *2008.*

Witnesses:

Deborah Mathis

Print Name: Deborah Mathis

Deidra Willis

Print Name: Deidra Willis

FOURTH QUARTER PROPERTIES XXXII, LLC, A GEORGIA LIMITED LIABILITY COMPANY

AS ITS: Manager

STATE OF GEORGIA
COUNTY OF Coweta

The foregoing instrument was acknowledged before me on April 29, *2008 by* Stanley E. Thomas *AS* Manager *OF* ***FOURTH QUARTER PROPERTIES XXXII, LLC, A GEORGIA LIMITED LIABILITY COMPANY,*** *on behalf of the company*
who is/are : (✓) *personally known to me; or*
( ) *who has/have produced* _____ *Driver's License as identification; or*
( ) *who has/have produced other* _____ *as identification.*

Crystal Clark

Name: Crystal Clark
Notary Public
*Serial Number (if any)*_____
Commission Expiration Date 3/22/2010

389166

CRYSTAL CLARK NOTARY PUBLIC COWETA COUNTY EXPIRES GEORGIA MAR. 22, 2010

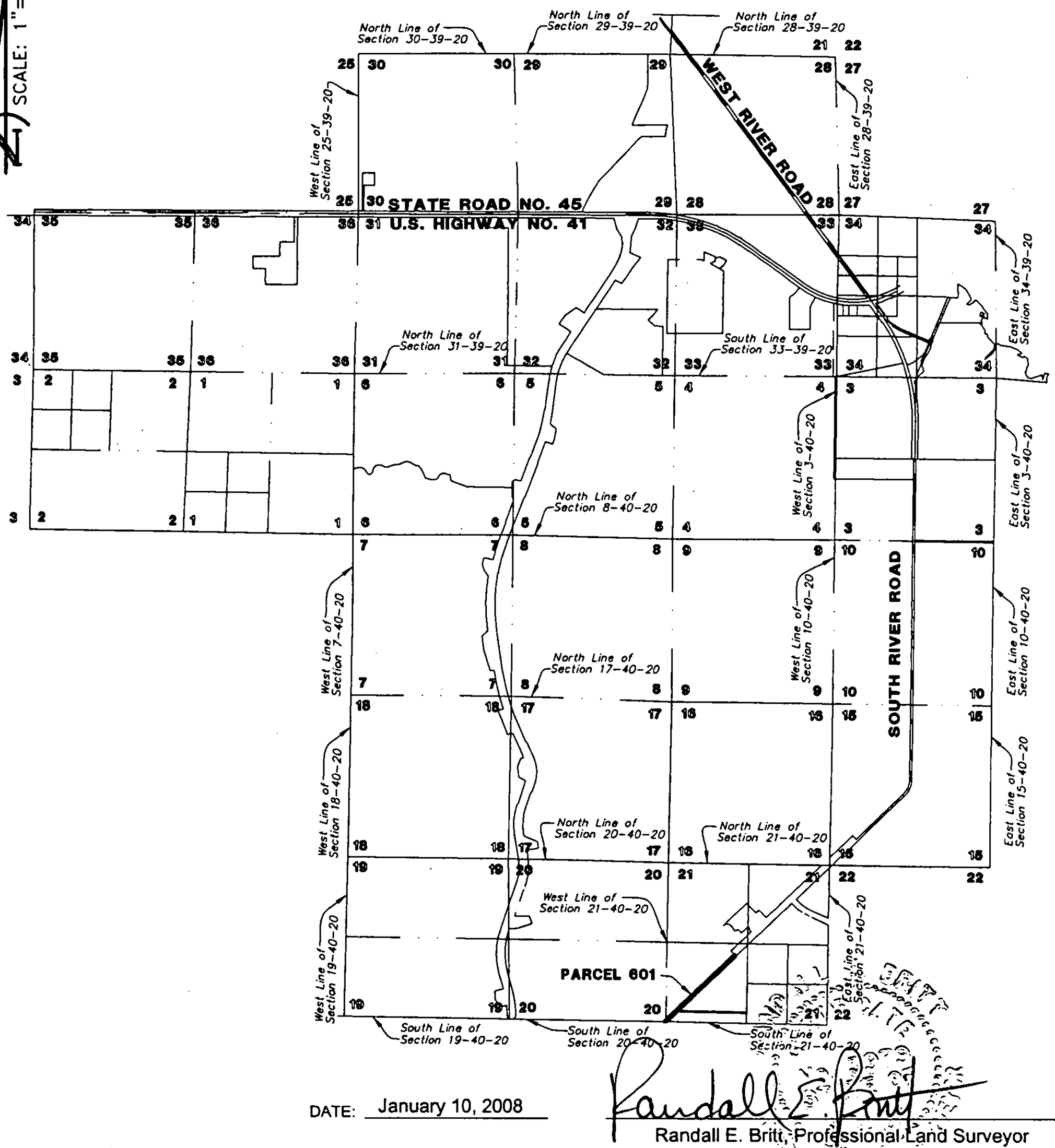
PARCEL 601

SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP

SCALE: 1"=5000'



DATE: January 10, 2008

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008

JOB NUMBER: 07-05-25(F)(601)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 601

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A part of Sections 20 and 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

BEGIN at the Southeast Corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°12'04"W., along the South line of the Southeast quarter of said Section 20, a distance of 60.14 feet; thence N.45°52'56"E., a distance of 75.72 feet; thence N.43°13'15"W., a distance of 2.20 feet; thence N.45°57'55"E., a distance of 1185.97 feet; thence S.43°57'33"E., a distance of 3.59 feet; thence N.45°58'20"E., a distance of 1300.13 feet; thence N.45°57'54"E., a distance of 640.66 feet to the Southwesterly line of lands described in Official Records Instrument No. 200163556, Public Records of Sarasota County, Florida; thence S.44°00'29"E. along said Southwesterly line of lands described in Official Records Instrument No. 2000163556, a distance of 65.42 feet; thence S.45°58'15"W., a distance of 425.85 feet; thence S.45°58'06"W., a distance of 1299.90 feet; thence S.45°58'11"W., a distance of 1299.97 feet; thence S.44°19'24"E., a distance of 4.28 feet; thence S.45°55'23"W., a distance of 105.80 feet to the South line of the Southwest Quarter Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.88°46'17"W. along said South line of the Southwest Quarter of Section 21, a distance of 40.25 feet to the POINT OF BEGINNING.

Parcel contains 212,036 Square Feet, or 4.8677 Acres

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008

JOB NUMBER: 07-05-25(F)(601)

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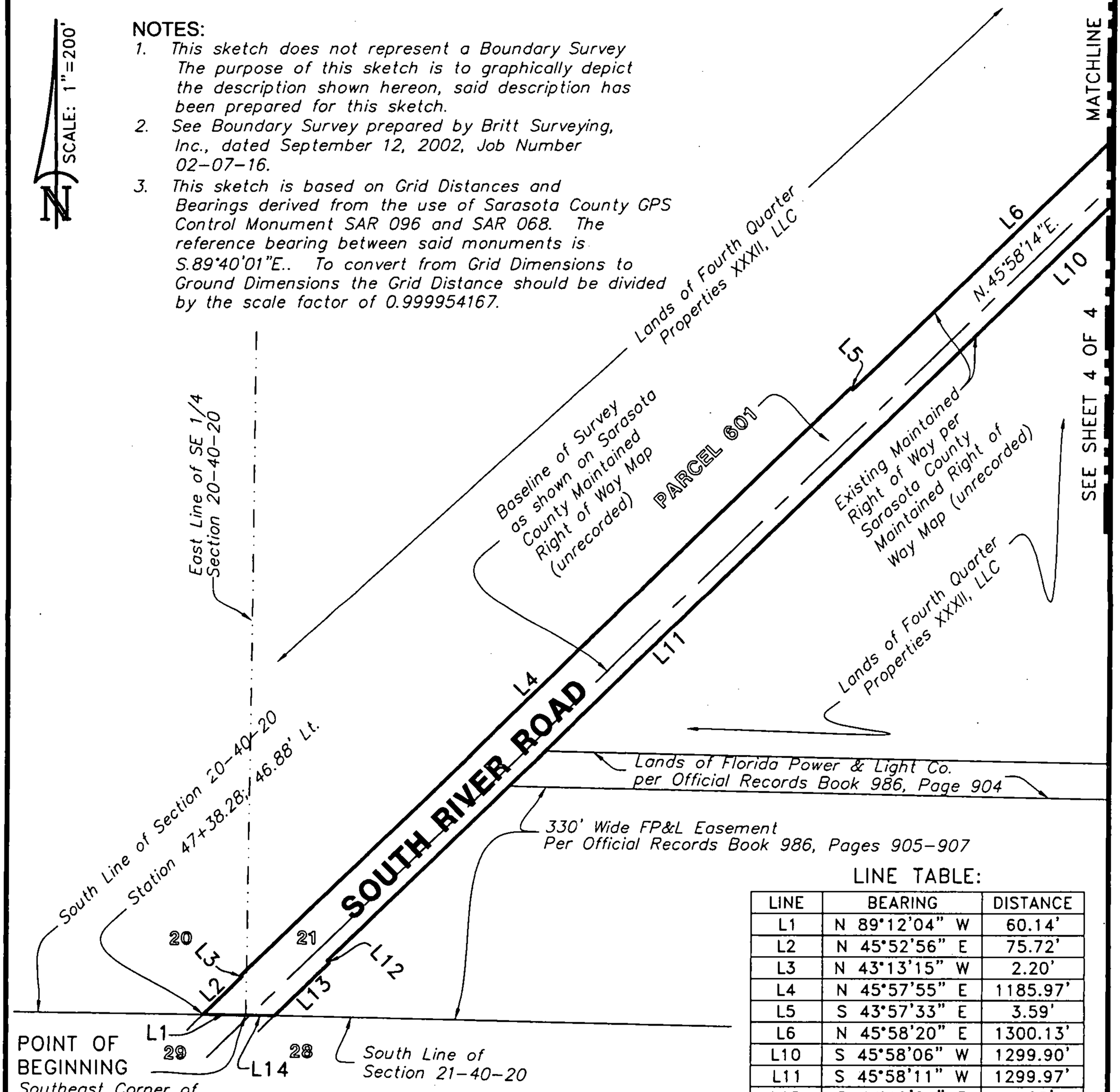
PARCEL 601

SKETCH OF DESCRIPTION
RIGHT OF WAY

SCALE: 1"=200'

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*



LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 89°12'04" W	60.14'
L2	N 45°52'56" E	75.72'
L3	N 43°13'15" W	2.20'
L4	N 45°57'55" E	1185.97'
L5	S 43°57'33" E	3.59'
L6	N 45°58'20" E	1300.13'
L10	S 45°58'06" W	1299.90'
L11	S 45°58'11" W	1299.97'
L12	S 44°19'24" E	4.28'
L13	S 45°55'23" W	105.80'
L14	N 88°46'17" W	40.25'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008

JOB NUMBER: 07-05-25(F)(601)

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PARCEL 601

SKETCH OF DESCRIPTION

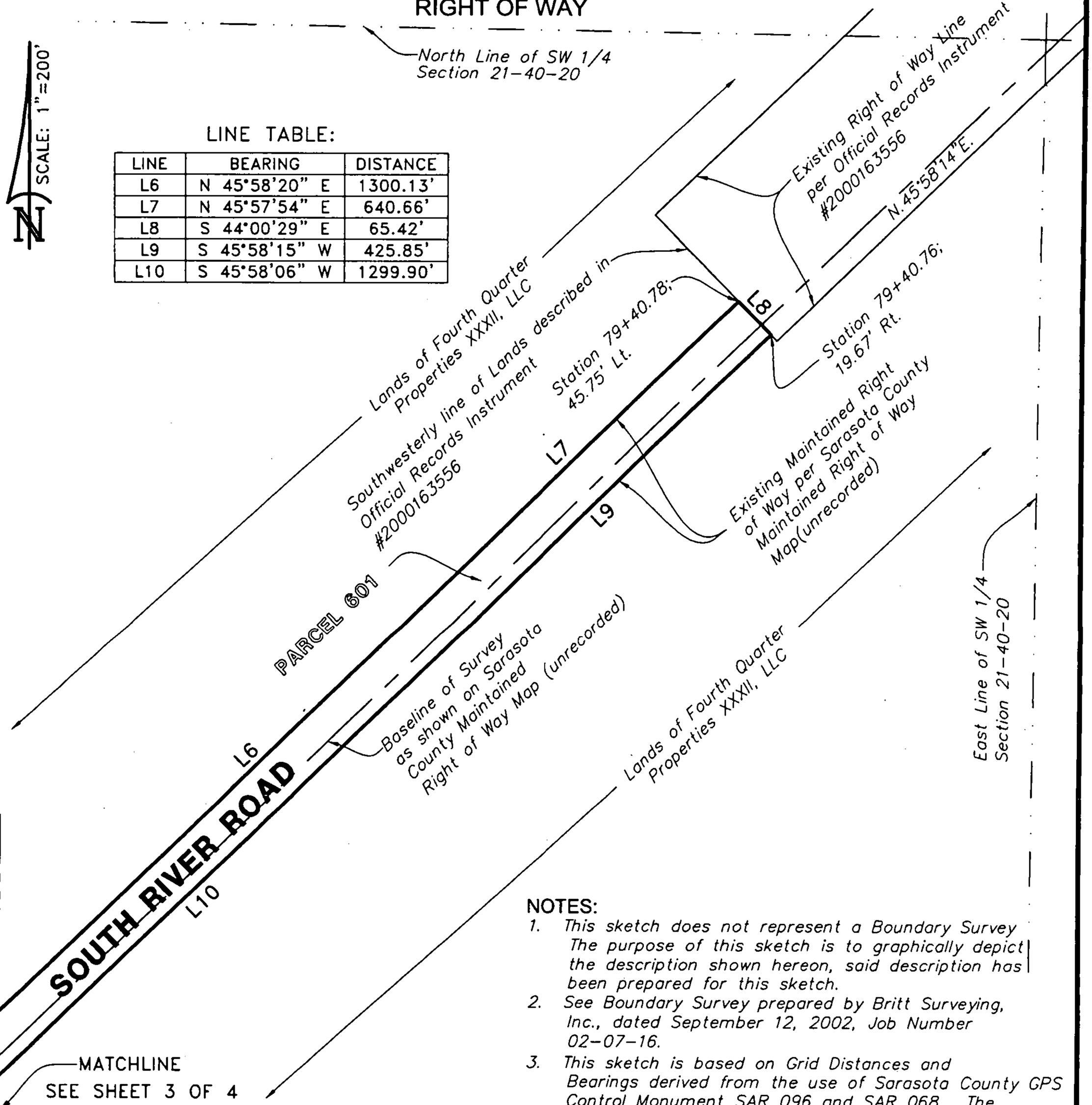
RIGHT OF WAY

SHEET 4 OF 4

SCALE: 1"=200'

LINE TABLE:

LINE	BEARING	DISTANCE
L6	N 45°58'20" E	1300.13'
L7	N 45°57'54" E	640.66'
L8	S 44°00'29" E	65.42'
L9	S 45°58'15" W	425.85'
L10	S 45°58'06" W	1299.90'



NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008

JOB NUMBER: 07-05-25(F)(601)

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Email: bsi@brittsurveying.com

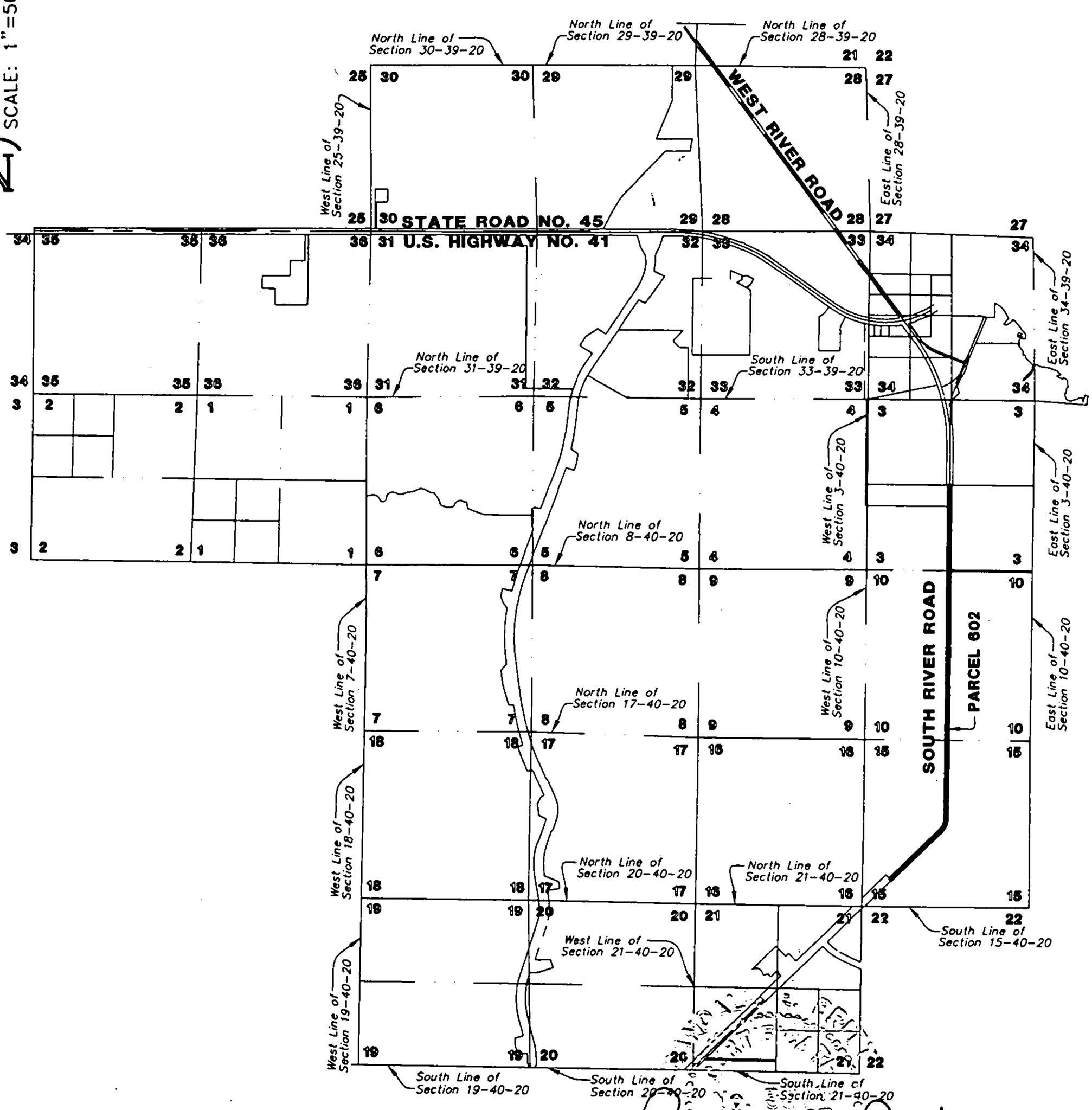
PARCEL 602

SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP

SCALE: 1"=5000'



DATE: January 10, 2008

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Vaid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008

JOB NUMBER: 07-05-25(F)(602)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285

Telephone: (941) 493-1396 Fax: (941) 484-5766

PARCEL 602

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A part of Sections 3, 10 and 15, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:
BEGIN at the Northwest corner of the Southeast Quarter of Section 3, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°21'39"E. along the North line of said Southeast Quarter of Section 3, a distance of 35.00 feet; thence S.00°28'34"W., a distance of 131.36 feet; thence S.00°28'21"W., a distance of 1299.89 feet; thence S.00°28'35"W., a distance of 1237.74 feet to the North Right of Way line of East River Road, per Deed Book 168 at Page 240, Public Records of Sarasota County, Florida; thence S.00°28'35"W., a distance of 50.00 feet to the South Right of Way line of said East River Road, per Deed Book 168, at Page 240, Public Records of Sarasota County, Florida; thence S.00°28'35"W., a distance of 12.26 feet; thence S.00°28'24"W., a distance of 1300.23 feet; thence S.00°28'25"W., a distance of 1299.82 feet; thence S.00°28'20"W., a distance of 1299.96 feet; thence S.00°28'37"W., a distance of 1299.99 feet; thence S.00°28'36"W., a distance of 1299.94 feet; thence S.00°28'37"W., a distance of 1299.14 feet; thence S.89°45'02"E., a distance of 5.43 feet to a point on a curve to the right, having: a radius of 690.21 feet, a central angle of 45°38'28", a chord bearing of S.23°13'38"W., and a chord length of 535.39 feet; thence along the arc of said curve with an arc length of 549.81 feet; thence N.43°36'19"W., a distance of 4.92 feet; thence S.45°58'19"W., a distance of 740.22 feet; thence S.45°58'32"W., a distance of 1300.03 feet; thence S.45°58'20"W., a distance of 129.52 feet to the northeasterly line of lands described in Official Records Instrument Number 2000163556, Public Records of Sarasota County, Florida; thence N.44°03'14"W. along said northeasterly line of lands described in Official Records Instrument Number 2000163556, a distance of 70.40 feet; thence N.45°58'27"E., a distance of 1237.53 feet; thence N.45°58'19"E., a distance of 932.25 feet to a point on a curve to the left, having: a radius of 614.34 feet, a central angle of 45°41'29", a chord bearing of N.23°13'10"E., and a chord length of 477.03 feet; thence along the arc of said curve with an arc length of 489.91 feet;; thence N.89°31'29"W., a distance of 1.40 feet; thence N.00°28'27"E., a distance of 1299.05 feet; thence N.00°28'35"E., a distance of 1140.14 feet; thence N.00°29'25"E., a distance of 159.92 feet; thence N.00°28'37"E., a distance of 1300.11 feet; thence N.00°28'39"E., a distance of 1299.84 feet; thence N.00°28'02"E., a distance of 1299.86 feet; thence N.00°28'42"E., a distance of 1300.21 feet; thence N.00°26'02"E., a distance of 37.52 feet; thence N.00°28'31"E., a distance of 2020.44 feet to the Southeast corner of lands described in Official Records Instrument Number 2004140702; thence N.00°28'31"E. along the easterly line of said lands described in Official Records Instrument Number 2004140702, a distance of 673.48 feet to the North line of the Southwest Quarter of said Section 3; thence S.89°21'13"E. along said North line of the Southwest Quarter of Section 3, a distance of 36.35 feet; to the POINT OF BEGINNING.

Parcel contains 943869 Square Feet, or 21.6683 Acres

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008
JOB NUMBER: 07-05-25(F)(602)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 602

SKETCH OF DESCRIPTION

SHEET 3 OF 6

SCALE: 1"=400'

N

RIGHT OF WAY
Station=267+23.31;
51.20' Lt.

L32

POINT OF BEGINNING
Northwest Corner of the Southeast Quarter of Section 3-40-20
Satation=267+23.20; 14.85' Lt.

L1

North line of the Southwest Quarter of Section 3-40-20

North line of the Southeast Quarter of Section 3-40-20

L2

Station=267+23.10;
14.85' Lt.

Easterly line of lands described in Official Records Instrument No. 2004140702

Lands of Banker Insurance Co. described in Official Records Instrument No. 2004140702

L31

Southeast Corner of lands described in Official Records Instrument No. 2004140702

L3

South line of lands described in Official Records Instrument No. 2004140702

Baseline of Survey as shown on Sarasota County Maintained Right of Way (unrecorded)

PARCEL 602

L30

SOUTH RIVER ROAD

L4

Lands of Fourth Quarter Properties XXXII, LLC

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°21'39" E	35.00'
L2	S 00°28'34" W	131.36'
L3	S 00°28'21" W	1299.89'
L4	S 00°28'35" W	1237.74'
L5	S 00°28'35" W	50.00'
L6	S 00°28'35" W	12.26'
L7	S 00°28'24" W	1300.23'
L28	N 00°28'42" E	1300.21'
L29	N 00°26'02" E	37.52'
L30	N 00°28'31" E	2020.44'
L31	N 00°28'31" E	673.48'
L32	S 89°21'13" E	36.35'

Existing Maintained Right of Way per Sarasota County Maintained Right of Way Map(unrecorded)

North line of East River Road per Deed Book 168, Page 240

50'

L5

L29

L6

L28

L7

EAST RIVER ROAD

South line of East River Road per Deed Book 168, Page 240

MATCHLINE

SEE SHEET 4 OF 6

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008

JOB NUMBER: 07-05-25(F)(602)

BRITT SURVEYING, INC.
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PARCEL 602

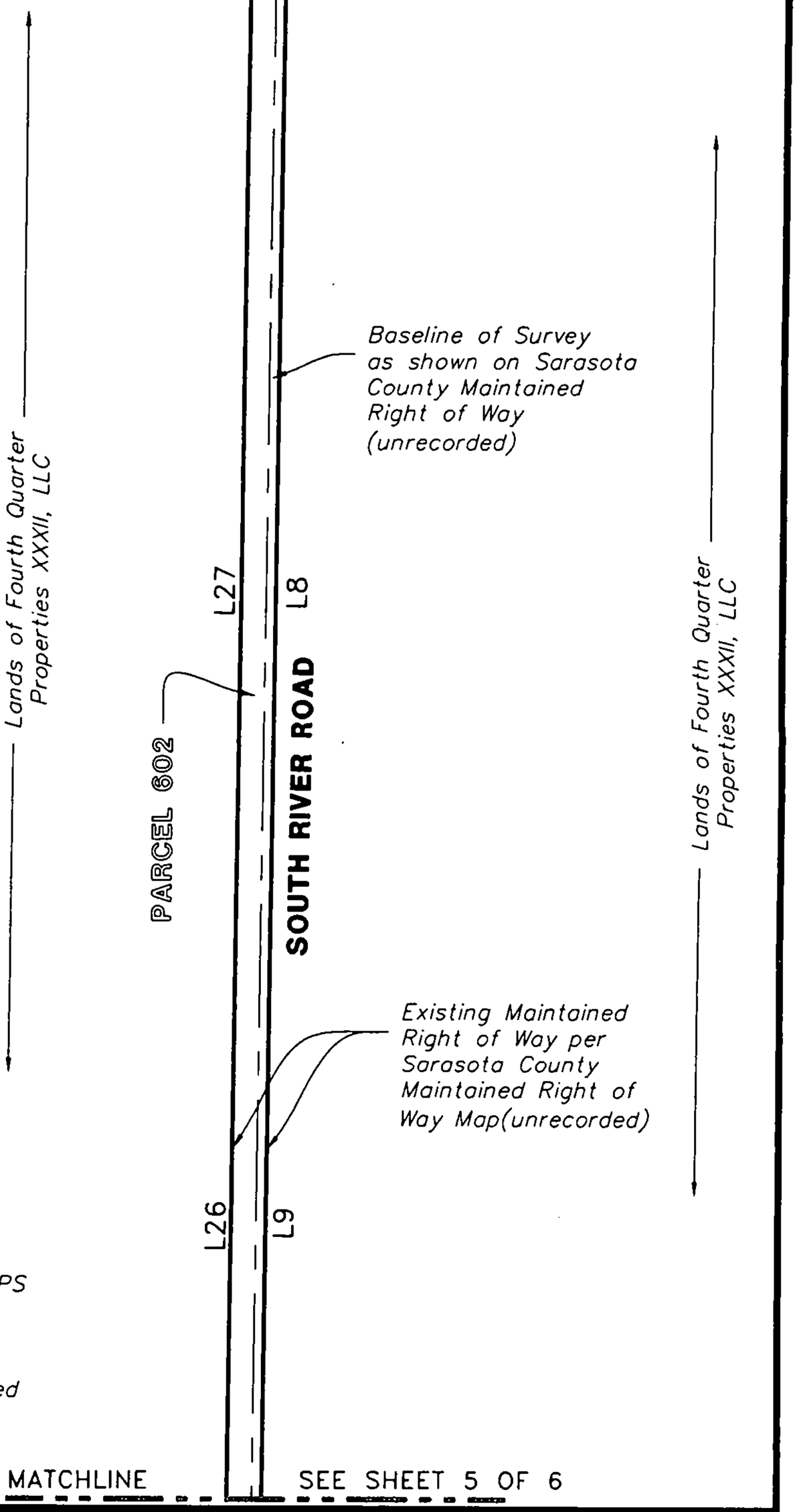
SKETCH OF DESCRIPTION

SHEET 4 OF 6

RIGHT OF WAY

MATCHLINE
SEE SHEET 3 OF 6

SCALE: 1"=400'



LINE TABLE

LINE	BEARING	DISTANCE
L7	S 00°28'24" W	1300.23'
L8	S 00°28'25" W	1299.82'
L9	S 00°28'20" W	1299.96'
L26	N 00°28'39" E	1299.84'
L27	N 00°28'02" E	1299.86'
L28	N 00°28'42" E	1300.21'

NOTES:

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2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

MATCHLINE SEE SHEET 5 OF 6

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008

JOB NUMBER: 07-05-25(F)(602)

BRITT SURVEYING, INC.
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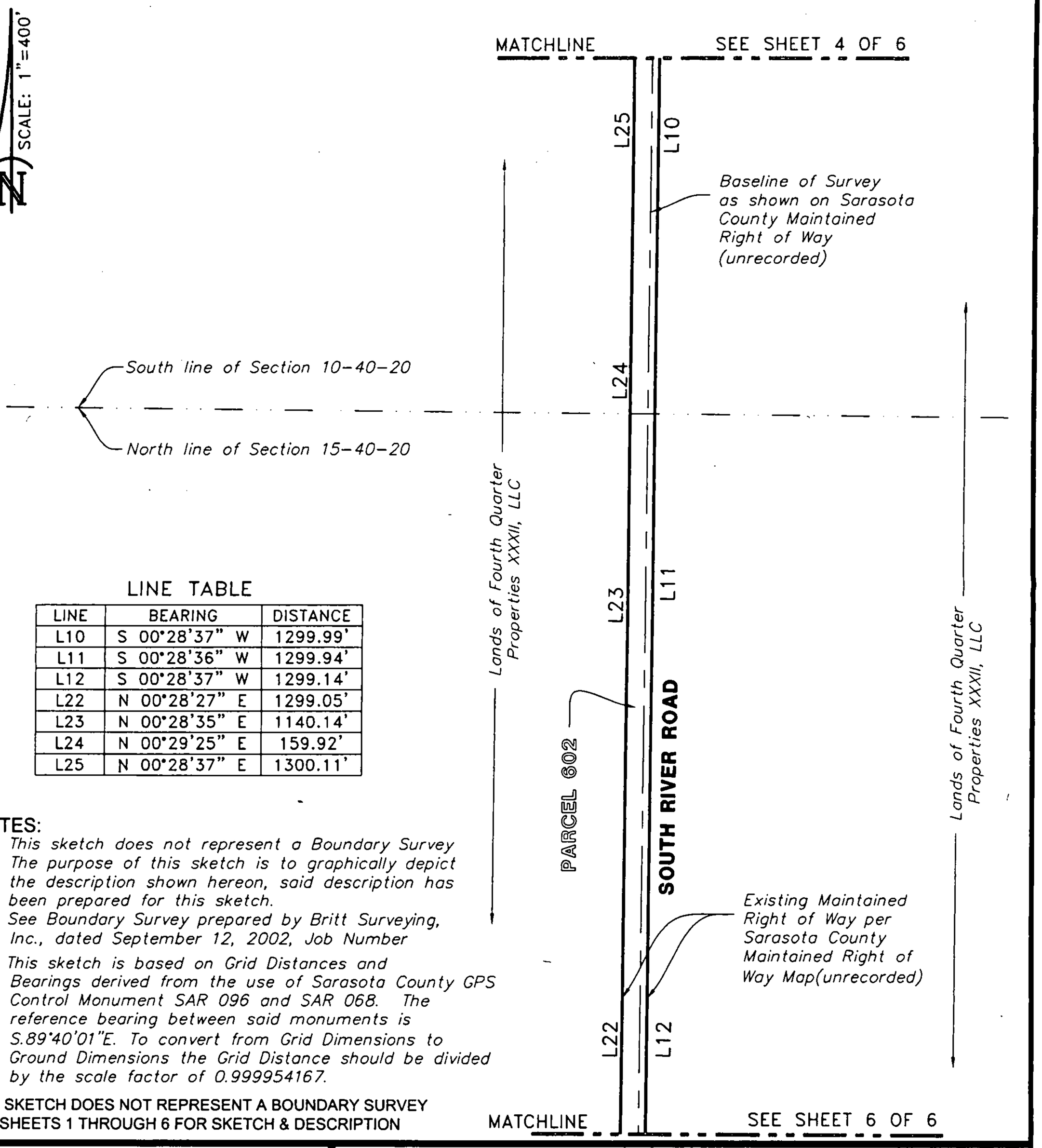
PARCEL 602

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 5 OF 6

SCALE: 1"=400'



LINE TABLE

LINE	BEARING	DISTANCE
L10	S 00°28'37" W	1299.99'
L11	S 00°28'36" W	1299.94'
L12	S 00°28'37" W	1299.14'
L22	N 00°28'27" E	1299.05'
L23	N 00°28'35" E	1140.14'
L24	N 00°29'25" E	159.92'
L25	N 00°28'37" E	1300.11'

NOTES:

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2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008

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PARCEL 602

SKETCH OF DESCRIPTION

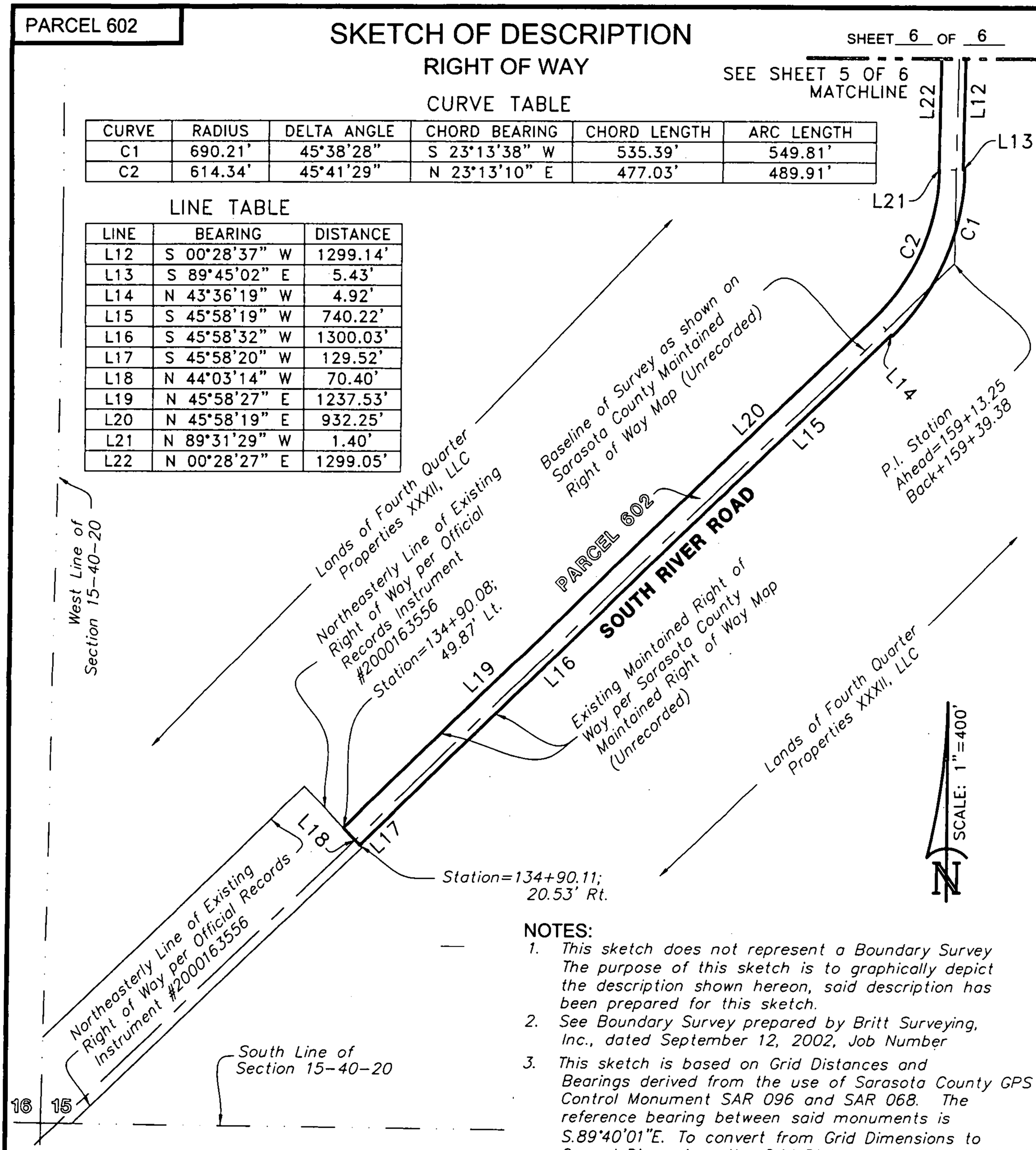
RIGHT OF WAY

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	690.21'	45°38'28"	S 23°13'38" W	535.39'	549.81'
C2	614.34'	45°41'29"	N 23°13'10" E	477.03'	489.91'

LINE TABLE

LINE	BEARING	DISTANCE
L12	S 00°28'37" W	1299.14'
L13	S 89°45'02" E	5.43'
L14	N 43°36'19" W	4.92'
L15	S 45°58'19" W	740.22'
L16	S 45°58'32" W	1300.03'
L17	S 45°58'20" W	129.52'
L18	N 44°03'14" W	70.40'
L19	N 45°58'27" E	1237.53'
L20	N 45°58'19" E	932.25'
L21	N 89°31'29" W	1.40'
L22	N 00°28'27" E	1299.05'



NOTES:

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2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number*
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THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008

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Telephone: (941) 493-1396 Fax: (941) 484-5766
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RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2024152165 174 PG(S)
11/15/2024 12:14 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SIMPLIFILE Receipt # 3256377

2024 UTILITIES AGREEMENT – WATER SUPPLY

THIS 2024 UTILITIES AGREEMENT – WATER SUPPLY (this "**Agreement**") is made and entered into this 14th day of November 2024 (**"Effective Date"**), by and among **WELLEN PARK, LLLP** (f/k/a WEST VILLAGES, LLLP), a Florida limited liability limited partnership (hereinafter "**WP**"), **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district of the State of Florida (hereafter "**District**"), and the **CITY OF NORTH PORT, FLORIDA**, an incorporated municipality located within the State of Florida (hereinafter "**City**").

RECITALS

A. WP wholly owns the following entities: Main Street Ranchlands, LLLP, a Florida limited liability limited partnership; Myakka River Club, LLLP, a Florida limited liability limited partnership; Timber Forest Ranch, LLLP, a Florida limited liability limited partnership; Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership; West Villages Parkway East Associates, LLLP, a Florida limited liability limited partnership; Thomas Ranch Land Partners, Village 1, LLLP, a Florida limited liability limited partnership; and West Villages Parkway West Associates, LLLP, a Florida limited liability limited partnership (collectively, the "**WV Entities**").

B. The WV Entities collectively own real property located within the City of North Port, more particularly depicted and described in "Exhibit A," attached hereto and made a part hereof by reference (the "**Incorporated Property**"), which is part of a larger tract of real property depicted and described in "Exhibit B," attached hereto and made a part hereof by reference (the "**Total Property**").

C. The District is an independent special district created pursuant to Chapter 189, Florida Statutes, to, among other things, finance and construct certain potable water and wastewater facilities and other public improvements within the area the District governs, which area is depicted and described in "Exhibit C," attached hereto and made a part hereof by reference (the "**District Boundaries**"), and as to the District and the City, this Agreement serves as an interlocal agreement pursuant to Chapter 163, Florida Statutes.

D. The Incorporated Property is subject to the *2019 Amended and Restated Utility Agreement* dated September 10, 2019, recorded in Official Records Instrument # 2019125013, Public Records of Sarasota County, Florida, as amended (the "**2019 Utilities Agreement**"), between the City, the District, and WP.

E. WP, the District, and the City desire to entered into this 2024 Utilities Agreement – Water Supply, to provide additionally potable water for Wellen Park and the District as it relates to water supply.

NOW THEREFORE, for and in consideration of the mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct, form a material part of this Agreement, and are hereby incorporated herein and made a part hereof.

SECTION 2. DEFINITIONS.

The definitions, rates, and charges set forth in Chapter 78 of the Code of the City of North Port, Florida ("**City Code**") entitled "Utilities," Appendix A of the City Code, and the 2019 Utilities Agreement, as such documents may be amended or supplemented from time to time (collectively, the "**Water and Wastewater Utility Code**"), shall apply to this Agreement, unless otherwise set forth herein. In addition, the following definitions are provided for interpreting the terms used in this Agreement and shall apply unless the context indicates a different meaning:

2.1 **"Local Facilities"** means potable water distribution facilities located within the Incorporated Property and connecting customer installations to the Major Transmission Facilities including fire flow capacity.

2.2 "**Major Transmission Facilities**" means potable watermains and pumping facilities connecting the Local Facilities within the District Villages to the Water Plant and the City's existing water transmission mains located outside of the District.

2.3 **"Thomas Ranch Intangibles, LLLP"** means that legal entity that is wholly owned by WP and the sole beneficiary and assignee (together with its successors and assigns) of all ERCs available to WV Entities now or in the future under this Agreement.

2.4 **"Point of Service"** means the point where the Peace River/Manasota Beach Water Authority provides the City water.

SECTION 3. Water Supply Provided by the Peace River/Manasota Regional Water Authority ("Authority").

3.1 The City affirms that it is a party to the Peace River/Manasota Regional Water Authority Master Water Supply Contract and the First and Second Amendment to the Water Supply Contract in which the City has the right and obligation to purchase 2.865 MGD of potable water, average annual daily flow.

3.2 The City affirms that it intends to enter into the pending Third Amendment to the Peace River/Manasota Regional Water Authority Master Water Supply Contract, which obligates the City to purchase an additional 2.0 MGD of potable water, average annual daily flow.

3.3 The City's acquisition of the additional 2.0 MGD of potable water, average annual daily flow, acquired pursuant to the Third Amendment to the Peace River/Manasota Regional Water Authority Master Water Supply Contract, is for the sole use and benefit of WP and the District. WP, the District, and the City acknowledge that the sale of water ERCs associated with the additional 2.0 MGD of potable water, average daily flow, being acquired pursuant to this Agreement shall be part of the WP and District's financial plan to repay the Authority the capital investment, financing, and operational costs associated with the additional 2.0 MGD of potable water, average annual daily flow. Thomas Ranch Intangibles, LLLP, or its assigns shall have the sole right, but not the obligation, to assign or sell all ERCs associated with the additional 2.0 MGD of potable water, average daily flow, being acquired pursuant to this Agreement to third parties at the City's prevailing rates and the City shall accept and recognize the assignment of such ERCs in the same manner as the City would recognize an ERC issued by the City. Thomas Ranch Intangibles, LLLP and its assigns shall have the right to all amounts received from the sale of ERCs pursuant to this Agreement and the City shall not be entitled to any proceeds from such sale. Within 60 days of each payment being due to the Authority, WP and/or the District will submit the amount due to the City; the

City will then submit the payment due to the Authority within 30 days of the City's receipt of payment from WP and/or the District.

3.4 The estimated capital investment for the additional 2.0 MGD of potable water, average annual daily flow, is $48 million, which along with the anticipated financing and prorated operational costs, shall be the sole responsibility of WP and the District. The City agrees to use any future pro-rata savings that may occur by the Authority's refinancing of bonds directly related to the bonds for the additional water supply for WP and the District be directed to help pay the costs associated with the additional 2.0 MGD of potable water, contemplated by this Agreement.

3.5 The City affirms that it has the necessary Major Transmission Facilities in place to transmit the additional 2.0 MGD from the current point of service to the District at no additional cost to WP or the District.

3.6 WP and the District will provide the City their final financing plan for payment of the capital investment, financing, and prorated operational costs for the additional 2.0 MGD of potable water within 90-days of the Authority providing their final project and costs and financing plan.

3.7 The City affirms that WP and the District shall have no future or ongoing obligation toward the expansion (including planning and design costs) of the existing Water Treatment plant heretofore constructed within the District boundaries, unless the potable water use within the District exceeds 4.952 MGD, average annual daily flow, or as the planning and design for expansion of the Water Plant is otherwise required by the Water Facilities Regulations as defined in the 2019 Utilities Agreement.

SECTION 4. WEST VILLAGES IMPROVEMENT DISTRICT.

4.1 The District was created by Chapter 2004-456, Laws of Florida enacted by the Florida Legislature, as amended by Chapters 2006-355, 2007-307, 2008-284 and 2022-241, Laws of Florida (collectively, the "**Special Act**"). The District encompasses approximately 8,200 acres located within the City, which are owned by the WV Entities, certain Village Developers, and resident homeowners, plus approximately 4,200 acres located in unincorporated Sarasota County. The District was created to, among other things, finance, plan, design, construct and operate water plants and systems, and wastewater plants and systems, and charge for such services; provided, that the exercise of such construction, operation, and fee establishment powers within the City are subject to the City's approval, and further that, at the City's request, subject to a utilities developer agreement, to donate and turn over operation of all or any portion of the water and wastewater systems within the City or used to serve the City.

4.2 The parties acknowledge and agree that WP is relying on the District, and the District hereby agrees, to fund the 2.0 MGD additional potable water and prorate operational costs as described in this Agreement. The parties intend this Agreement to be a utilities developer agreement as referenced in the Special Act. As such, the District shall not operate any Water Facilities or Wastewater Facilities, or allow such facilities to be operated, within the boundaries of that portion of the District that lies within the City, by any entity other than the City.

SECTION 5. ASSIGNMENT.

This Agreement may not be assigned by any party without the written consent of the other parties. The City's assignment approval may be made by the City Manager or the City Manger's designee, provided nothing in

this Section shall prohibit the City Manager, in the City Manager's sole discretion, from requesting City Commission approval of any assignment request.

SECTION 6. EVENT OF DEFAULT.

6.1 Subject to Section 15.3 of the 2019 Utilities Agreement, the term "**Event of Default**" as used in this Agreement means the occurrence of any one or more of the following conditions:

A. A party's failure to timely perform the covenants and agreements contained in this Agreement;

B. A party's representations or warranties contained in this Agreement as of the date of said party's execution of this Agreement are not true and correct in any material respect;

C. The WP or the WV Entities are voluntarily adjudicated bankrupt or insolvent; seek, allow or consent to the appointment of a receiver or trustee for themselves or for all or any part of their property; file a petition seeking relief under the bankruptcy or similar laws of the United States, or any state of competent jurisdiction; make a general assignment for the benefit of creditors; or admit in writing their inability to pay their debts as they mature;

D. A court of competent jurisdiction enters an order, judgment, or decree, without the consent of the party, appointing a receiver or trustee for a party, or for all or any part of the Incorporated Property while owned by a party; or

E. Failure to timely submit payment as required by this Agreement;

6.2 Notwithstanding anything to the contrary, the events described in Section 6.1 above shall not constitute an Event of Default or give rise to any rights or remedies of the City until the defaulting party is provided written notice of such condition, and the defaulting party fails to cure the condition within a reasonable amount of time. Should a party fail to cure an Event of Default upon its receipt of proper notices, the non-defaulting party may undertake the legal actions it deems necessary to enforce its right and remedies as provided under this Agreement and all applicable laws.

6.3 Upon the occurrence of an Event of Default by WP or the District that adversely affects in any substantive manner the ability of the parties to effectuate the intent of this Agreement, the City, in addition to any other remedy it may have, may at its option refuse to provide water service to the Incorporated Property beyond service already being rendered by it to individual customers (other than the WV Entities or its agents or subcontractors) and to any of the improvements therein and terminate this Agreement by written notice thereof to WP and the District.

6.4 In those instances under and pursuant to this Agreement, wherein WP and the District have specifically agreed that they have a joint obligation to satisfy an obligation that, if not satisfied in a timely fashion, will result in an Event of Default, then in that event such an Event of Default by WP shall be considered an Event of Default by the District and an Event of Default by the District shall be considered an Event of Default by WP. Provided, however, nothing in this Agreement shall be deemed or construed as the District's: (i) waiver of its sovereign immunity rights and privileges or the conditions and limitations of Section 768.28, Florida Statutes; (ii) pledge of its ability to levy non-ad valorem special assessments as provided in the Special Act; or (iii) pledge of its credit for private purposes.

SECTION 7. NOTICES.

Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For City of North Port, Florida:
City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286

With a copy to:
City of North Port, Florida
Attn: City Attorney
4970 City Hall Blvd.
North Port, Florida 34286

With a copy to:
City of North Port, Florida
Attention: Utilities Director
6644 West Price Boulevard
North Port, Florida 34291
Telephone. 941-240-8000

For WP:
Wellen Park, LLLP
Attn: Rick Severance
19503 South West Villages Parkway, #14
Venice, Florida 34293
Telephone: (941) 999-4822

With a copy to:
Wellen Park, LLLP
Attn: Nicole Marginian Swartz
4901 Vineland Road, Suite 450
Orlando, Florida 32811

For the District:
West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

With a copy to:
Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
Attn: District Counsel

SECTION 8. GENERAL.

8.1 Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

8.2 Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

8.3 Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.

8.4 Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter contained herein.

8.5 Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by all parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.

8.6 Applicable Law and Venue. The laws of the State of Florida, as well as all applicable local codes and ordinances of the City, as may be amended from time to time, shall govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida .

8.7 Attorney's Fees. In the event that the City, the District, or WP are required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party in such suit shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

8.8 Severability. In the event any court shall hold any provision of this Agreement illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by a party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

8.9 No Third-Party Beneficiaries. Except for rights granted herein to Thomas Ranch Intangibles, LLLP, this Agreement is solely for the benefit of the City, the District, WP, and their successors and assigns. No right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

8.10 No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

8.11 Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. WP and the District shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

8.12 Recordation. The parties hereto agree that this Agreement and Exhibits attached hereto be recorded in the Public Records of Sarasota County, Florida at the expense of WP.

SECTION 9. INDEMNIFICATION.

9.1 WP agrees to assume all liability for, and releases and agrees to indemnify, defend, protect, and hold harmless the City, its Commissioners, the District, and their respective officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgements, damages, losses, costs and expenses, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any breach of contract, negligence, recklessness or intentional misconduct of WP, or its officers, employees, agents, or other persons employed or utilized by WP in the performance of, or failure to perform, this Agreement.

9.2 To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the District by law, the District agrees to assume all liability for, and releases and agrees to indemnify, defend, protect, and hold harmless the City, its Commissioners, WP, and their respective officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgements, damages, losses, costs and expenses, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any breach of contract, negligence, recklessness or intentional misconduct of the District, or its officers, employees, agents, or other persons employed or utilized by the District in the performance of, or failure to perform, this Agreement.

9.3 To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the City by law, the City agrees to assume all liability for, and releases and agrees to indemnify, defend, protect, and hold harmless the District, WP, and their respective officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgements, damages, losses, costs and expenses, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any breach of contract, negligence, recklessness or intentional misconduct of the City, its Commissioners, or its officers, employees, agents, or other persons employed or utilized by the City in the performance of, or failure to perform, this Agreement.

9.4 Nothing in this Agreement shall be deemed as a waiver of the City's or District's sovereign immunity or the City's or District's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 10. FORCE MAJEURE.

Should performance of any obligation (other than payment obligations) created under this Agreement become illegal or impossible by reason of:

A. A strike or work stoppage, unless caused by a negligent act or omission of any Party;

B. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake,

epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

C. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

D. A declared emergency of the federal, state, or local government; or

E. Any other cause not enumerated that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to eliminate the cause of force majeure.

SECTION 11. COVENANT NOT TO ENGAGE IN UTILITIES BUSINESS.

For so long as the City is providing such services sufficient to meet all the water demands within the Incorporated Property, WP and the District, as a further consideration for this Agreement, agree not to engage in the business of providing potable water (but excluded therefrom is the distribution and sale of reuse water) services to the Incorporated Property, or permit any third party to so provide, during the period of time the City, its successors and assigns, provide potable water services to the Incorporated Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and the City shall have the sole and exclusive right and privilege to provide potable water (but excluding reuse and irrigation water services) services to the Incorporated Property and to the occupants of each residence, building, or unit constructed thereon. The city may sell reclaimed water to the District. WP and the District further agree not to resell or provide any utilities services (excluding reuse and irrigation water services) the City provides outside of the Incorporated Property without the City's written consent. Notwithstanding the foregoing, if the City is unable to provide, in whole or in part, potable water service as required by this Agreement, the District, WP, their successors or assigns, may request the City to permit any third party or parties to provide potable water services to the Incorporated Property.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which shall be considered an original executed copy of this Agreement.

(This space intentionally left blank; signature pages to follow)

Approved by the City Commission of the City of North Port, Florida on December 10, 2024.

THE CITY OF NORTH PORT, FLORIDA

By: _____

Mayor

ATTEST

_____

Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____

Michael Golen, CPM
Interim City Attorney

Executed by **WELLEN PARK, LLLP** this 14th day of November, 2024.

WELLEN PARK, LLLP

By: RICHARD SEVERANCE
Its: VP

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of November 2024, by Richard Severance (name), as Vice President (title) for Wellen Park, LLP (entity).

Maria Coppinger
Notary Public

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced ___

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

Executed by the **WEST VILLAGES IMPROVEMENT DISTRICT** this 14th day of November, 2024.

ATTEST:

WEST VILLAGES IMPROVEMENT DISTRICT, an independent special district of the State of Florida

By: _____
Secretary, Asst

By: John Luczynski
Its: Chairman

(District Seal)

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of November 2024, by John Luczynski (name), as Chairman (title) for West Villages Improvement District (entity).

Maria Coppinger
Notary Public

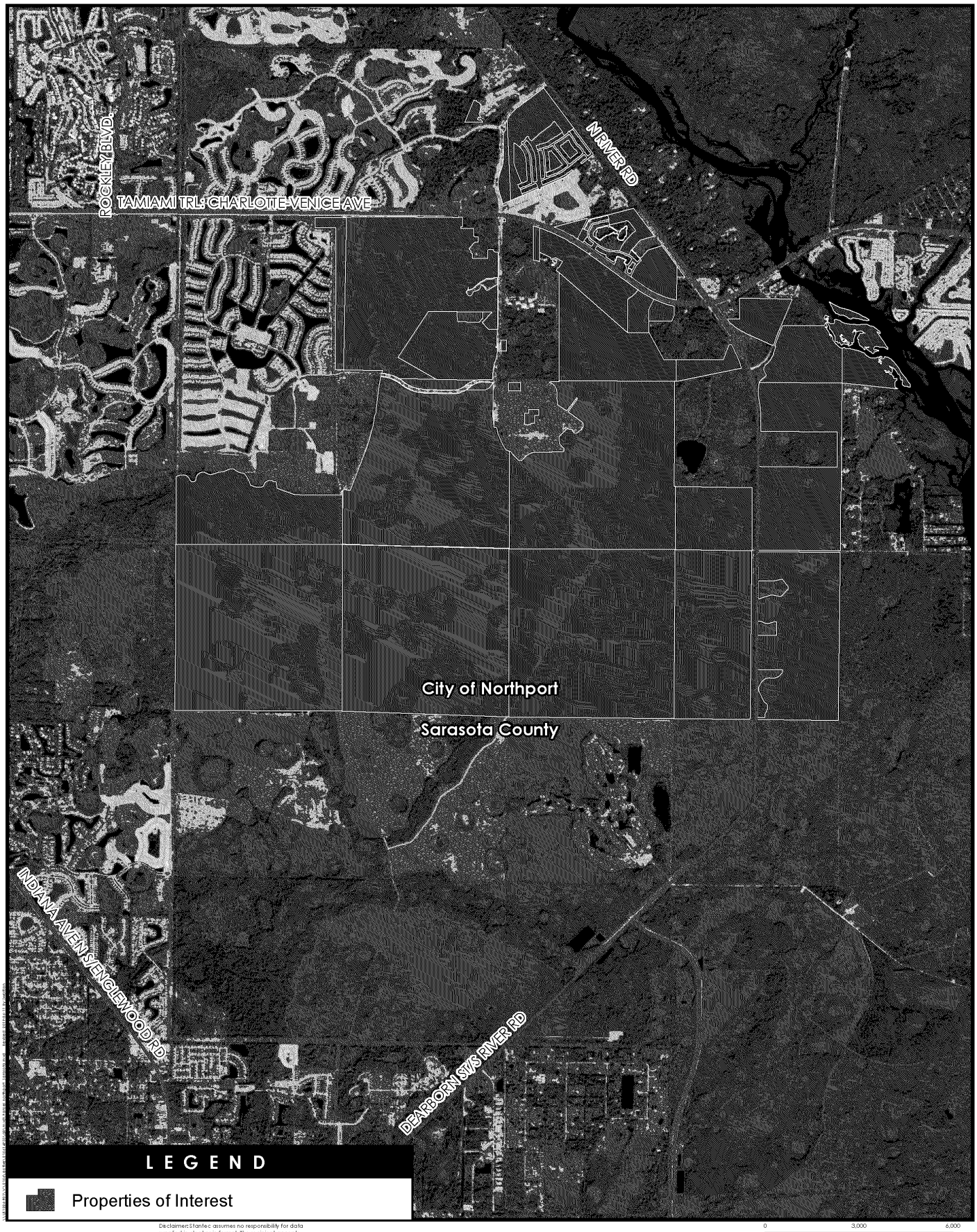
✓ Personally Known OR ___ Produced Identification
Type of Identification Produced ____

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

EXHIBIT LIST

EXHIBIT A	Incorporated Property
EXHIBIT B	Total Property
EXHIBIT C	District Boundaries
EXHIBIT D	Peace River/Manasota Regional Water Authority Master Water Supply Contract
EXHIBIT E	Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 1.
EXHIBIT F	Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 2.
EXHIBIT G	Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 3

EXHIBIT A - "Incorporated Property"



Stantec

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

Notes:
1. Coordinate System: NAD83 HARN Florida West ftUS
2. Source data: 2018 Florida Department of Revenue TPP
3. Imagery: ESRI Basemap Imagery

West Villages
Parcels of Interest Within The City of Northport
June 2019

Stantec Consulting Services Inc.
6900 Professional Pkwy E.
Sarasota, FL 34240
tel 941.907.6900
fax 941.907.6910

0 3,000 6,000 Feet

N

Prepared by: J.W. 06/11/19
Technical Review by: J.M. 06/11/19
Independent Review by: M.K. 06/11/19

EXHIBIT A
INCORPORATED PROPERTY

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 by instrument 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, by instrument recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida

Lands conveyed to County of Sarasota by instrument recorded 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, by instrument recorded in the Official Records as Instrument No. 1998166154 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as 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 Tak-

ing recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instrument recorded in the Official Records as Instrument No. 1999111833 of the Public Records of Sarasota County, Florida

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

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

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as 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., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2009021691 of the Public Records of Sarasota County, Florida

All of Section 4 and Section 5, less and except the following:

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to DiVosta Homes, L.P., by instrument recorded in the Official Records as Instrument No. 2004012753 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2007188871 of the Public Records of Sarasota County, Florida

Lands described in Restrictive Covenant recorded in the Official Records as Instrument No. 2017156389 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., by instrument recorded in the Official Records as 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 by instruments recorded in the Official Records as Instruments No. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Also less and except 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 under the laws of the State of Florida, by instrument recorded in the Official Records as Instrument No. 2015141220 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2016054286, as corrected by instrument recorded in the Official Records as Instrument No. 2017079464 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2017013648 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2017059105 of the Public Records of Sarasota County, Florida

That part of Sections 4 and 5, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, by instrument recorded in the Official Records as Instrument No. 2017156837 of the Public Records of Sarasota County, Florida

4819726.v1

EXHIBIT B - "Total Property"

Stantec

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Notes:
1. Coordinate System: NAD83 HARN Florida West ftUS
2. Source data: 2018 Florida Department of Revenue TPP
3. Imagery: ESRI Basemap Imagery

West Villages
Parcels of Interest Within Sarasota County
June 2019

Stantec Consulting Services Inc.
6900 Professional Pkwy E.
Sarasota, FL 34240
tel 941.907.6900
fax 941.907.6910

0 3,000 6,000 Feet

N

Prepared by: J.W. 06/11/19
Technical Review by: J.M. 06/11/19
Independent Review by: M.K. 06/11/19

EXHIBIT B
TOTAL PROPERTY

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 by instrument 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, by instrument recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida

Lands conveyed to County of Sarasota by instrument recorded 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, by instrument recorded in the Official Records as Instrument No. 1998166154 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as 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

Tak-

ing recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instrument recorded in the Official Records as Instrument No. 1999111833 of the Public Records of Sarasota County, Florida

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

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

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as 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., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2009021691 of the Public Records of Sarasota County, Florida

All of Section 4 and Section 5, less and except the following:

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to DiVosta Homes, L.P., by instrument recorded in the Official Records as Instrument No. 2004012753 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2007188871 of the Public Records of Sarasota County, Florida

Lands described in Restrictive Covenant recorded in the Official Records as Instrument No. 2017156389 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., by instrument recorded in the Official Records as 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 by instruments recorded in the Official Records as Instruments No. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Also less and except 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 under the laws of the State of Florida, by instrument recorded in the Official Records as Instrument No. 2015141220 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2016054286, as corrected by instrument recorded in the Official Records as Instrument No. 2017079464 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2017013648 of the Public Records of Sarasota County, Florida

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, by instrument recorded in the Official Records as Instrument No. 2017059105 of the Public Records of Sarasota County, Florida

That part of Sections 4 and 5, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, by instrument recorded in the Official Records as Instrument No. 2017156837 of the Public Records of Sarasota County, Florida

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 by instruments recorded in the Official Records as Instrument Nos. 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 by instrument recorded in the Official Records as 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 by instruments recorded in the Official Records as Instrument Nos. 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 by instrument 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 by instrument recorded in Official Records Book 2097, Page 396, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2000163556, 2008060371, and 2008060374 of the Public Records of Sarasota County, Florida

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., by instrument recorded in the Official Records as 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 instruments recorded in the Official Records as Instrument Nos. 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 by instrument recorded in Official Records Book 2785, Page 634, of the Public Records of Sarasota County, Florida

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

Lands conveyed to US 41 Retail, LLC, by instrument recorded in the Official Records as Instrument No. 2018098601 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 instrument recorded in the Official Records as Instrument No. 2007188871 of the Public Records of Sarasota County, Florida

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 Tak-

ing recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instrument recorded in the Official Records as Instrument No. 1999111833 of the Public Records of Sarasota County, Florida

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

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

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as 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 by instrument 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 by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2009021691 of the Public Records of Sarasota County, Florida

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 by instrument recorded in Deed Book 168, Page 240, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Tract "H" (Instrument No. 2015141224—Sarasota County Public Hospital District conveyance)

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.

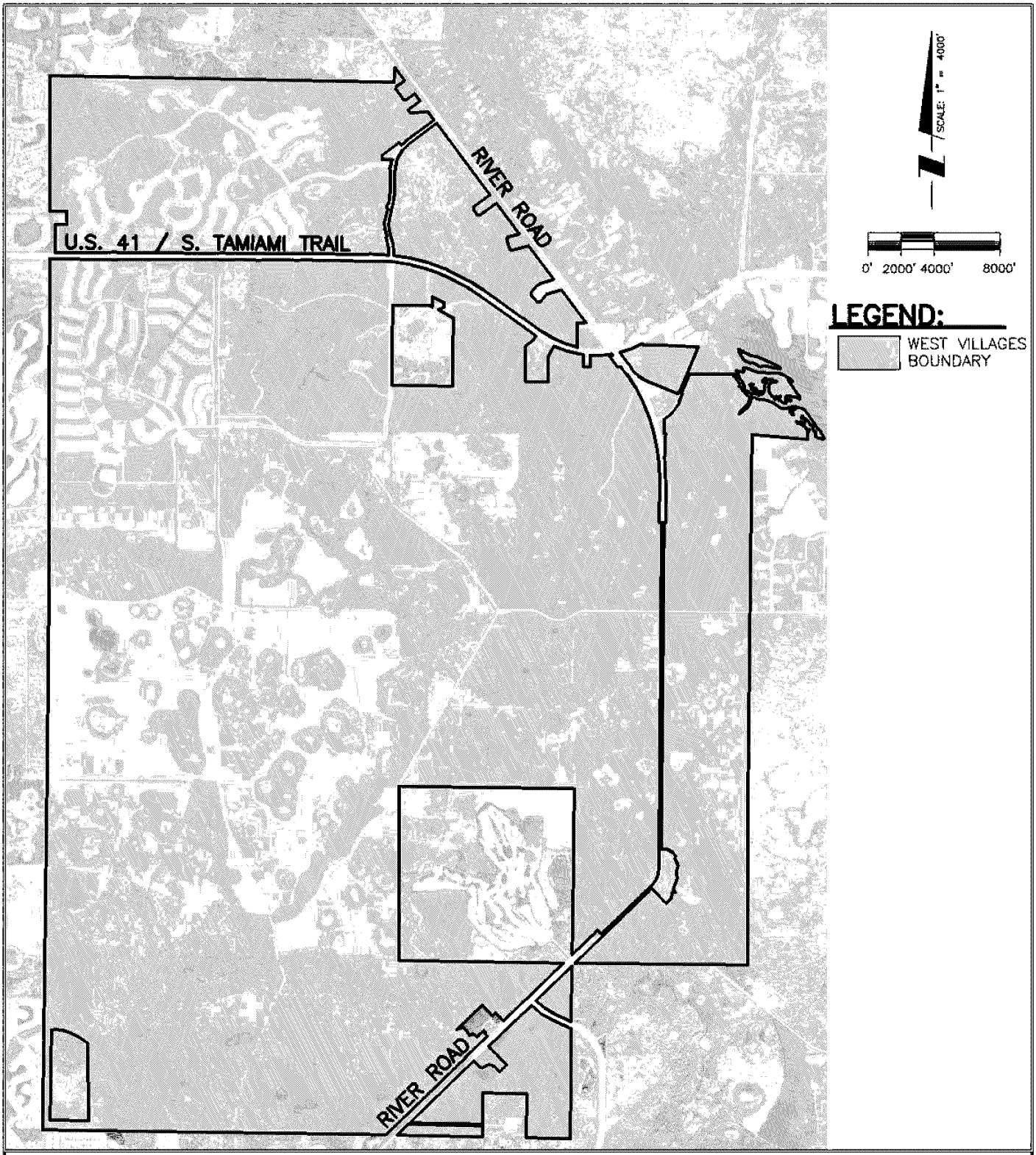
Tract "I" (Instrument No. 2017060110—Trinity Enterprises Holdings, Inc., as Trustee, conveyance)

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.

4819750.v1

EXHIBIT C - "District Boundaries"



PROJECT: WEST VILLAGES IMPROVEMENT DISTRICT BOUNDARY

CLIENT: WEST VILLAGES IMPROVEMENT DISTRICT

Stantec
6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com

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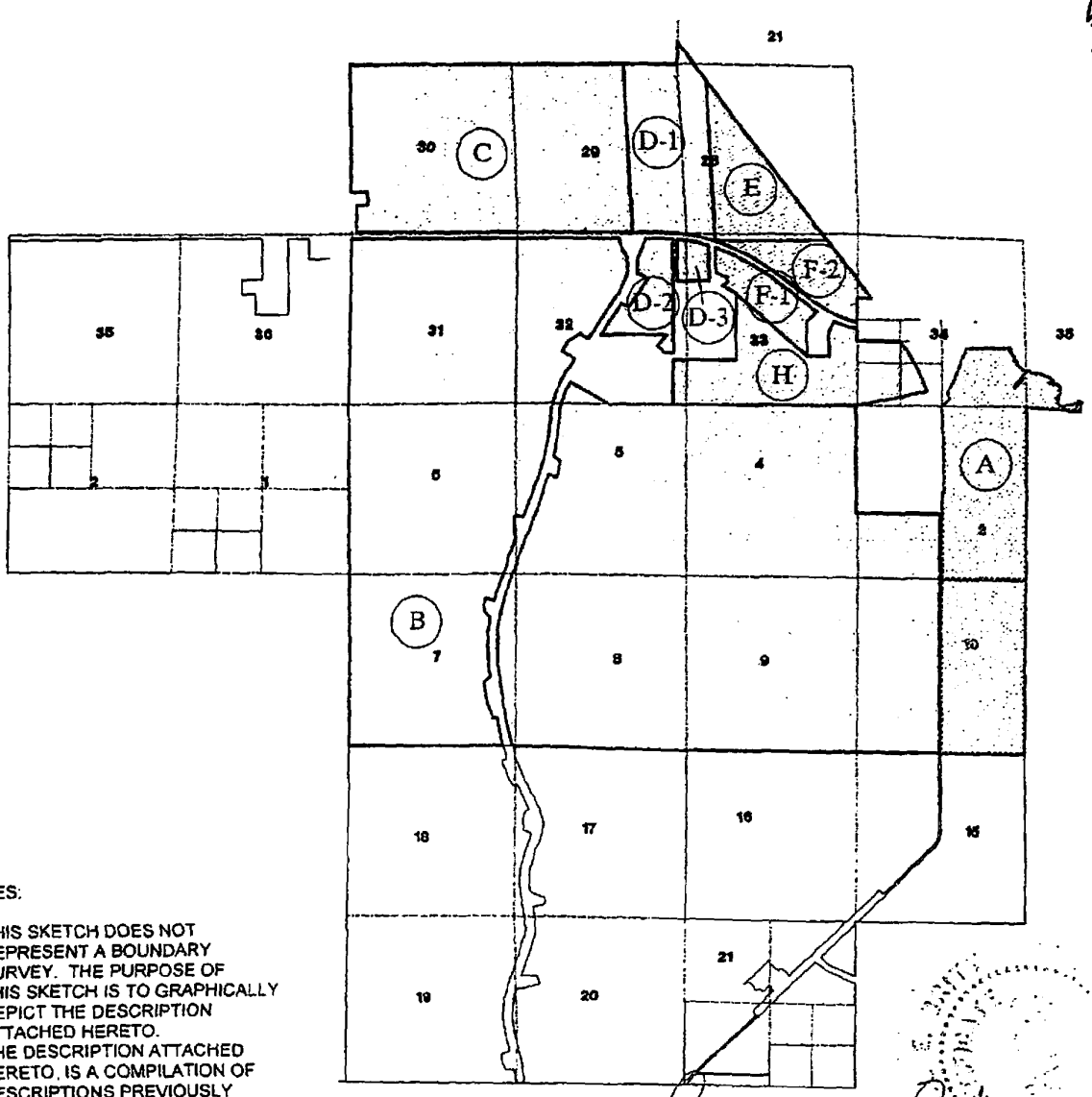
SCALE: 1" = 4000'	DATE: 03/09/16
SEC: 28,33,34 TWP: 39S RGE: 20E	REV NO:
PROJECT NO: 215612617	INDEX NO: 215612793-03C-807EX
DRWN BY/EMP NO: DNS/103302	SHEET NO: 7 OF 7

Saved: 8/8/2018 2:12:47 PM DSIEFKE | Plotted: 8/8/2018 2:14:16 PM DSIEFKE | V:\2156\active\215612793\civil\drawing\03C-WV Bndy Exhibits\exhibits\215612793-03C-807EX.dwg|Layout1

EXHIBIT C

WVID District Boundaries

WEST VILLAGES IMPROVEMENT DISTRICT
UNIT 1 BOUNDARY
KEY MAP



NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY DEPICT THE DESCRIPTION ATTACHED HERETO.
2. THE DESCRIPTION ATTACHED HERETO, IS A COMPILATION OF DESCRIPTIONS PREVIOUSLY PREPARED FOR ANNEXATION PARCELS.

Randall E. Britt

RANDALL E. BRITT, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 3979

PREPARED FOR:

WEST VILLAGES IMPROVEMENT DISTRICT

DATE OF SKETCH: NOVEMBER 21, 2005

JOB NUMBER: 05-11-61

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6636
606 Cypress Avenue Venice Florida 34285
Telephone (941) 493-1396 Fax (941) 484-5766
Email: bs@brittsurveying.com

DESCRIPTION: WEST VILLAGES IMPROVEMENT DISTRICT UNIT 1 BOUNDARY

PARCEL "A"

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

That portion of the Southeast Quarter of Section 34, lying West of the Myakka River, South of the South line of lands described in Official Record Instrument No. 2000002794, Public Records of Sarasota County, Florida (River Road Office Park, Inc.), and easterly of the maintained right of way line of a paved road running from River Road to the South line of the Northeast Quarter of said Section 34, (Old River Road), less and except the following:

That portion described in Official Record Instrument No. 1999111833, Public Records of Sarasota County, Florida, (Right of Way for County Road #777).

All of Section 35 lying West of the Myakka River.

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

All of Section 3, lying easterly of the maintained right of way line of County Road No. 777 (South River Road), less and except the following:

That portion conveyed in Order of Taking recorded in Official Record Book 2679, Page2750-2754, of the Public Records of Sarasota County, Florida (County Road No 777);

All of Section 10, lying easterly of the maintained right of way line of County Road No. 777 (South River Road).

ALSO;

PARCEL "B"

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

All of Section 31, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45).

That portion of Section 32 lying West of Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811-974 of the Public Records of Sarasota County, Florida, and lying South of Right-of-way of U.S. Highway #41 (State Road #45); Also that portion of Section 32 described as follows:

Commence at a 4" concrete monument (LS #1303) found marking the Southeast corner of Section 32, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°05'06"W., along the

South line of said Section 32 as monumented, a distance of 2354.83 feet to an Iron Rod & Cap LB # 043 found for a POINT OF BEGINNING; thence continue along said South line of Section 32 as monumented, N.89°06'30"W., a distance of 1518.80 feet to the easterly Right-of-way line of Pine Street Extension as recorded in Official Records Book 2536, Pages 811-974 of the Public Records of Sarasota County, Florida, same being a curve to the right, having: a radius of 2734.79 feet, a central angle of 15°34'00", a chord bearing of N.20°00'32"E., and a chord length of 740.73 feet; thence northeasterly along said easterly Right-of-way line of Pine Street Extension, along the arc of said curve, an arc length of 743.01 feet to an Iron Rod & Cap LB #043 found marking the southerly line of lands described in Official Records Book 2785, Page 634, Public Records of Sarasota County, Florida; thence S.60°12'45"E., along said southerly line of lands described in Official Records Book 2785, Page 634, a distance of 1429.96 feet to the POINT OF BEGINNING.

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

That portion of Section 3, lying westerly of the maintained Right-of-way line of County Road #777 (South River Road), less and except the following:

That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.);

All of Section 4, Less and except the following:

That portion described in Official Record Instrument No. 2000002794, of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.).

All of Section 5, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 6, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 7, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 8.

All of Section 9.

That portion of Section 10, lying westerly of the maintained right-of-way for County Road # 777 (South River Road)

ALSO;

PARCEL "C"

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

All of Section 29, less and except the following:

The Easterly 1670.80 feet thereof as measured perpendicular to the East line of said Section 29; Right-of-way for U.S. Highway #41 (State Road #45).

All of Section 30, less and except the following:
Right-of-way for U.S. Highway #41 (State Road #45);
That portion conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida;
That portion lying West of lands described in Official Record Book 1036, Page 802, South of the westerly extension of the North line of said lands described in Official Records Book 1036, Page 802, and North of the northerly Right-of-way line of U.S. Highway #41.

ALSO;

PARCEL D-1

A Parcel of Land lying in Sections 21, 28, 29, 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the Northeast Corner of Section 29, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.03°31'33"E., a distance of 648.44 feet to a point on the Southwesterly Right of Way Line of West River Road, (County Road #777) per Florida Department of Transportation Right of Way Map, Section 17502- 2902, Road Plat Book 2, Page 44; thence along said Southwesterly Right of Way Line of West River Road the following Five (5) courses and distances: (1) S.33°54'28"E., a distance of 130.46 feet; (2) thence S.36°46'13"E., a distance of 100.00 feet; (3) thence S.39°37'57"E., a distance of 200.25 feet; (4) thence S.36°46'13"E., a distance of 392.99 feet; (5) thence S.36°46'13"E., a distance of 625.17 feet to a point on the Easterly line of the Westerly 883.58 feet of Section 28, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.02°48'38"E., along the Easterly Line of the Westerly 883.58 feet of said Section 29, and its southerly extension, a distance of 5003.37 feet to a point on the Northerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the left having a radius of 5791.58 feet, a central angle of 18°04'29", a chord bearing of N.80°36'08"W., and a chord length of 1819.46 feet; thence along the arc of said curve an arc length of 1827.03 feet to the end of said curve; thence continue along said Northerly Right of Way Line of U.S. Highway No. 41 following four (4) courses and distances: (1) N.67°02'13"W., a distance of 40.90 feet; (2) thence N.89°30'05"W., a distance of 50.02 feet; (3) thence S.72°44'31"W., a distance of 52.35 feet; (4) thence N.89°38'31"W., a distance of 639.57 feet to a

point on the Westerly Line of the Easterly 1670.80 feet of Section 29, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.02°48'38"W., along the Westerly Line of the Easterly 1670.80 feet of said Section 29, a distance of 5223.69 feet to a point on the North Line of said Section 29, Township 39 South, Range 20 East; thence S.89°37'21"E., along said North Line of Section 29, a distance of 1673.39 feet to the POINT OF BEGINNING.

ALSO;

PARCEL D-2

A Parcel of Land lying in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of Section 32, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°30'20"W. along the East Line of said Section 32 a distance of 200.54 feet to a point on the Southerly Right of Way Line of U.S. Highway No.41, (State Road No. 45) per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the left having a radius of 5603.58 feet, a central angle of 04°13'27", a chord bearing of N.82°31'13"W., and a chord length of 413.04 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No. 41, an arc length of 413.13 feet to the POINT OF BEGINNING, same being a point on the West Line of a 120 foot wide perpetual Non-Exclusive easement as recorded in Official Records Book 2785, Page 641, per Public Records of Sarasota County Florida; thence S.00°30'25"W., along said West Line of said 120 foot wide perpetual Non-Exclusive easement, a distance of 3533.90 feet to a point on the Northerly Line of Lands described in Official Records Book 2785, Page 634; thence along said Northerly Line the following four (4) courses and distances: (1) N.89°29'35"W., a distance of 290.64 feet; (2) thence N.44°41'43"W., a distance of 293.63 feet; (3) thence N.43°18'10"E., a distance of 463.97 feet; (4) thence N.89°29'35"W., a distance of 2052.16 feet to a point on the Easterly Line of Pine Street, (Not Open) as shown on the Sarasota County Right of Way Map, prepared by Harry W. Marlow, P.L.S; thence Northerly along the Easterly Line of said Pine Street the following eight (8) courses and distances: (1) N.33°51'40"E a distance of 1151.27 feet; (2) thence S.61°33'22"E., a distance of 233.04 feet; (3) thence N.35°54'33"E., a distance of 1060.63 feet; (4) thence N.64°10'57"W., a distance of 392.56 feet to the point of curvature of a curve to the left having a radius of 2069.86 feet, a central angle of 12°00'14", a chord bearing of N.06°00'06"E., and a chord length of 432.86 feet; (5) thence along the arc of said curve an arc length of 433.65 feet to the end of said curve; (6) thence N.00°00'00"E., a distance of 65.87 feet; (7) thence N.26°09'49"E., a distance of 306.39 feet; (8) thence N.17°29'15"E., a distance of 342.67 feet to a point on the Southerly Right of Way of said U.S. Highway No.41; thence S.89°41'04"E., along said Southerly Right of way a distance of 843.04 feet to the point of curvature of a curve to the right having a radius of 5603.58 feet, a central angle of 00°12'52", a chord bearing of S.84°44'23"E., and a chord length of 20.96 feet; thence along the arc of said curve an arc length of 20.96 feet to the POINT OF BEGINNING.

ALSO;

PARCEL D-3

A Parcel of Land lying in Sections 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of Section 32, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°30'20"W., along the East Line of said Section 32, a distance of 200.54 feet to a point on the Southerly Right of Way Line of U.S. Highway No.41 (State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the left having a radius of 5603.58 feet, a central angle of 02°59'30", a chord bearing of N.81°54'15"W., and a chord length of 292.55 feet; thence along the arc of said curve and the Southerly Right of Way of said U.S. Highway No. 41, an arc length of 292.59 feet to the POINT OF BEGINNING, same being a point on the East Line of a 120 foot wide perpetual Non-Exclusive easement as recorded in Official Records Book 2785, Page 641, per Public Records of Sarasota County Florida; thence S.00°30'25"W., along the East Line of said 120 foot wide perpetual Non-Exclusive easement, a distance of 1315.78 feet to a point on the Northerly Line of Lands of Manatee Community College described in Official Records Book 1571, Page 2172, per Public Records of Sarasota County, Florida; thence S.89°29'35"E., along said Northerly Line of Manatee Community College a distance of 999.96 feet to a point on the West Line of a 200 foot wide Access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530 per Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the West Line of said 200 foot Wide Access Easement, a distance of 1109.46 feet to a point on said Southerly Right of Way of U.S. Highway No.41, same being a point on a curve to the left having a radius of 5597.58 feet, a central angle of 04°30'38", a chord bearing of N.75°11'44"W., and a chord length of 440.55 feet; thence along the arc of said curve and said Southerly Right of Way an arc length of 440.66 feet to the end of said curve; thence N.12°32'57"E., a distance of 6.00 feet to the point of curvature of a curve to the left having a radius of 5603.58 feet, a central angle of 05°56'57", a chord bearing of N.80°25'31"W., and a chord length of 581.58 feet; thence along the arc of said curve an arc length of 581.84 feet to the POINT OF BEGINNING.

ALSO;

PARCEL "E"

A Parcel of Land lying in Sections 28 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of Section 28, Township 39 South, Range 20 East; thence S.89°44'12"E., along the South Line of said Section 28, a distance of 884.85 feet to the POINT OF BEGINNING, same being a point on the Easterly Line of the Westerly 883.58 feet of Section 28, Township 39 South, Range 20 East; thence S.02°48'38"E., along said Easterly Line of the Westerly 883.58 feet, a distance of 227.61 feet to a point on the Northerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map, Section 17010-2508; thence EAST, a distance of 3489.12 feet to a point on the Westerly

Right of Way Line of West River Road, (County Road #777) per Florida Department of Transportation Right of Way Map, Section 17502-2902, Road Plat Book 2, Page 44; thence N.36°46'13"W., along said Westerly Right of Way Line of West River Road, a distance of 6238.56 feet; to a point on the Easterly Line of the Westerly 883.58 feet of Section 28; thence S.02°48'38"E., along said Easterly Line of the Westerly 883.58 feet of Section 28, a distance of 4775.76 feet to the POINT OF BEGINNING.

ALSO;

PARCEL F-1

A Parcel of Land lying in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows: COMMENCE at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16'02"W., along the East line of said Section 33, a distance of 289.08 feet to a point on the Southerly Right of Way Line of U.S. Highway No.41, (State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the right having a radius of 3011.73 feet, a central angle of 24°58'49", a chord bearing of N.66°51'56"W., and a chord length of 1032.71 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No. 41, an arc length of 1313.08 feet to the point of tangency of said curve; thence N.54°22'31"W., along said Southerly Right of Way, a distance of 66.57 feet to the POINT OF BEGINNING, same being the Northwest corner of Lands described in Official Records Instrument #1998166153, per Public Records of Sarasota County, Florida; thence along the Westerly line of said Lands described in Official Records Instrument #1998166153 the following three (3) courses and distances: (1) S.35°37'26"W., a distance of 161.93 feet to the point of curvature of a curve to the right having a radius of 559.97 feet, a central angle of 29°49'56", a chord bearing of S.50°32'24"W., and a chord length of 288.28 feet; (2) thence along the arc of said curve an arc length of 291.56 feet to the end of said curve; (3) thence S.00°01'27"W., a distance of 1074.23 feet; thence N.48°24'50"W., leaving said Westerly Line, a distance of 2914.38 feet to the Northeast corner of Lands described as Manatee Community College per Official Records Book 1571, Page 2172, same being the point of curvature of a curve to the left having a radius of 4577.37 feet, a central angle of 06°20'23", a chord bearing of N.60°40'02"W., and a chord length of 506.22 feet; thence along the arc of said curve and Northerly Line of Lands described as Manatee Community College, an arc length of 506.48 feet to the end of said curve, same being the Southeast corner of lands described in Official Records Book 2389, Page 529, Public Records of Sarasota County, Florida; thence N.65°18'18"E., along the Easterly Line of said lands described in Official Records Book 2389, Page 529, a distance of 188.09 feet; thence continue N.00°00'19"W., along said Easterly Line, a distance of 144.96 feet to the Northeast corner of said Lands; thence N.65°21'46"W along the Northerly Line of said Lands, a distance of 400.68 feet to the Northwest corner of said Lands, same being a point on the Easterly Line of a 200 foot wide Access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530, Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the Easterly Line of said 200 foot wide Access Easement, a distance of 786.89 feet to the Southerly Right of Way of U.S. No. 41,(State Road No. 45), same being a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°08'33", a chord bearing of S.69°13'16"E., and a chord length of 306.97 feet; thence along the arc of said curve an arc length of 307.01 feet to the end of said curve; thence continue along said Southerly Right of

Way Line the following fourteen (14) courses and distances: (1) S.22°19'13"W., a distance of 10.00 feet to a point on a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'15", a chord bearing of S.67°16'21"E., and a chord length of 73.55 feet; (2) thence along the arc of said curve an arc length of 73.55 feet to the end of said curve; (3) thence N.23°06'16"E., a distance of 10.00 feet to a point on a curve to the right having a radius of 5597.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet;(4) thence along the arc of said curve an arc length of 810.45 feet to the end of said curve; (5) thence S.31°08'57"W., a distance of 10.00 feet to a point on a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'12", a chord bearing of S.58°13'22"E., and a chord length of 73.47 feet; (6) thence along the arc of said curve an arc length of 73.47 feet to the end of said curve; (7) thence N.32°24'25"E., a distance of 10.00 feet to a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°28'13", a chord bearing of S.56°06'38"E., and a chord length of 338.98 feet; (8) thence along the arc of said curve an arc length of 339.03 feet to the end of said curve; (9) thence S.56°35'34"E.; a distance of 155.08 feet; (10) thence S.54°22'31"E., a distance of 1102.52 feet; (11) thence S.51°00'40"E., a distance of 101.66 feet; (12) thence S.54°20'43"E., a distance of 199.02 feet; (13) thence S.48°43'03"E., a distance of 100.71 feet; (14) thence S.54°22'31"E., a distance of 447.75 feet to the POINT OF BEGINNING.

ALSO;

PARCEL F-2

A Parcel of Land lying in Sections 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16'02"W., along the East line of said Section 33, a distance of 81.44 feet to a point on the Northerly Right of Way Line of U.S. Highway No.41,(State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the right having a radius of 2807.73 feet, a central angle of 24°13'02", a chord bearing of N.66°29'02"W., and a chord length of 1177.92 feet; thence along the arc of said curve and said Northerly Right of Way Line of U.S. Highway No.41, an arc length of 1186.74 feet to the point of tangency of said curve; thence continue along said Northerly Right of Way Line of U.S. Highway No. 41, the following Ten (10) courses and distances: (1) N.54°22'31"W., a distance of 2172.53 feet to the point of curvature of a curve to the left having a radius of 5791.58 feet, a central angle of 03°43'16", a chord bearing of N.56°14'10"W., and a chord length of 376.08 feet; (2) thence along the arc of said curve an arc length of 376.14 feet to the end of said curve; (3) thence N.31°53'06"E., a distance of 16.00 feet to a point on a curve to the left having a radius of 5807.58 feet, a central angle of 00°30'09", a chord bearing of N.58°20'53"W., and a chord length of 50.95 feet; (4) thence along the arc of said curve an arc length of 50.95 feet to the end of said curve; (5) thence S.31°21'44"W., a distance of 16.00 feet to a point on a curve to the left having a radius of 5791.58 feet, a central angle of 08°17'48", a chord bearing of N.62°44'51"W., and a chord length of 837.92 feet; (6) thence along the arc of said curve an arc length of 838.65 feet to the end of said curve; (7) thence N.23°06'15"E., a distance of 16.00 feet to a point on a curve to the left having a radius of 5807.58 feet, a central angle of 00°45'12", a chord bearing of N.67°16'21"W., and a chord length of 76.37 feet; (8) thence along the arc of said curve an arc length of 76.37 feet to the end of said curve; (9) thence S.22°21'03"W., a distance of 16.00 feet to a

point on a curve to the left having a radius of 5791.58 feet, a central angle of 03°54'56", a chord bearing of N.69°36'26"W., and a chord length of 395.72 feet; (10) thence along the arc of said curve an arc length of 395.79 feet to the end of said curve; thence N.90°00'00"E., leaving said Northerly Right of Way Line of U.S. Highway No.41, a distance of 3489.12 feet to a point on the Southwesterly Right of Way Line of West River Road (County Road #777), per Florida Department of Transportation Right of Way Map, Section 17502-2902, Plat Book 2, Page 44; thence S.36°46'13"E., along the Southeasterly Right of Way Line of said River Road, a distance of 2225.56 feet; thence N.89°48'07"W., leaving said Southerly Right of Way Line, a distance of 421.78 feet to a point on the East Line of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.00°58'25"W., along the East Line of said Section 33, a distance of 659.46 feet to the POINT OF BEGINNING.

AND ALSO;

PARCEL "H"

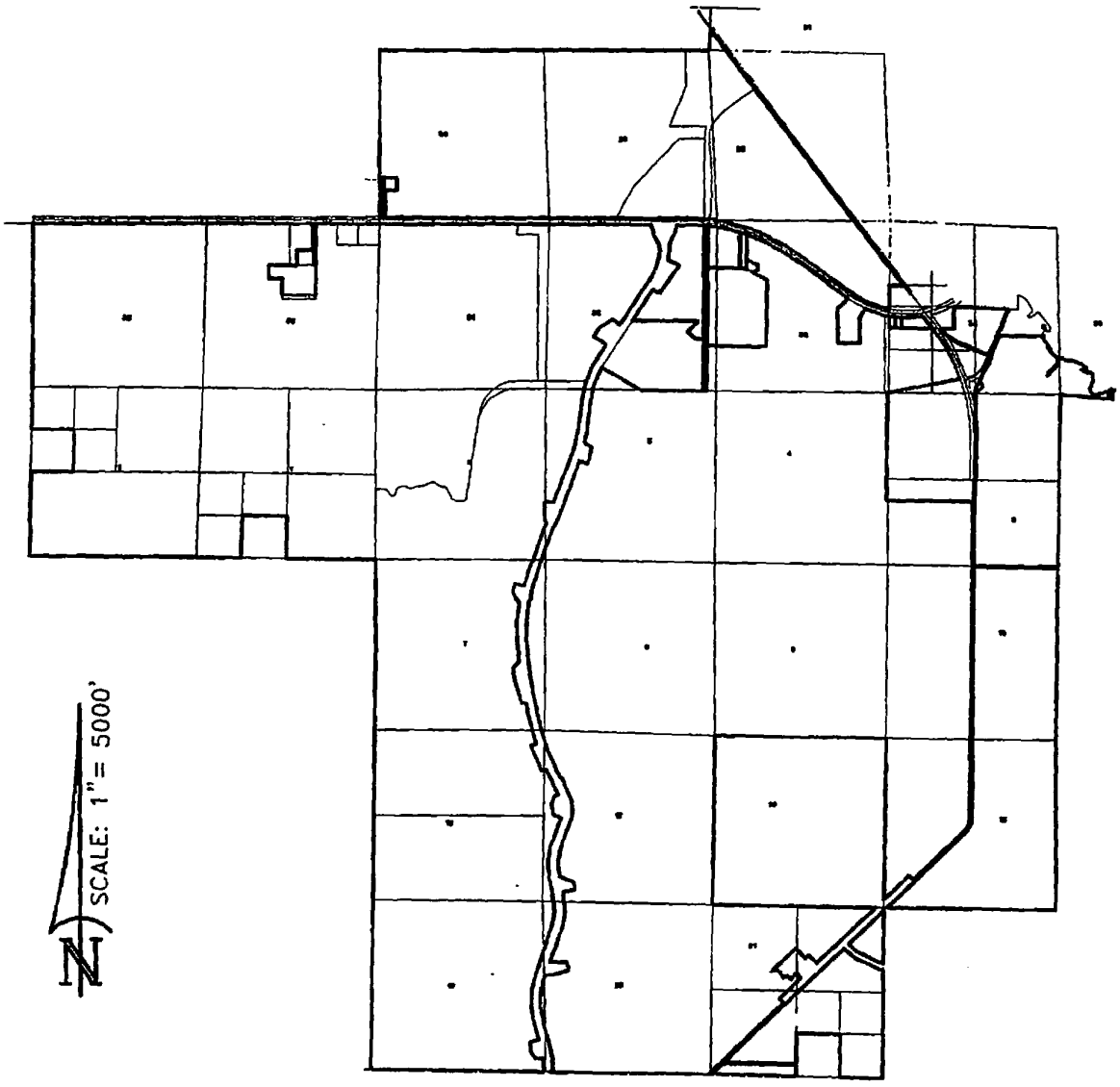
A portion of Sections 32, 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Section 32, Township 39 South, Range 20 East; thence N.89°04'43"W., along the South line of said Section 32, a distance of 410.14 feet to the Southeast corner of the lands described in Official Records Book 2785 at Page 634, of the Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the East line of said lands described in Official Records Book and Page, same being the West line of a 120.00 foot wide Perpetual Non-exclusive Easement per Official Records Book 2785 at Page 641, a distance of 1400.76 feet to a point on the westerly extension of the southerly boundary line of lands described in Official Records Book 1571 at Page 2172, of the Public Records of Sarasota County, Florida; thence along the westerly extension and boundary of said lands described in Official Records Book 1571, at Page 2172 the following two (2) courses: (1) S.89°29'35"E., a distance of 1960.21 feet; (2) thence N.00°30'25"E., a distance of 2062.70 feet to the Northeast corner of said lands; thence S.48°24'50"E., a distance of 2914.38 feet to the Southwest corner of lands described in Official Records Instrument 1998166154, of the Public Records Sarasota County, Florida; thence along the boundary of said lands described in Official Records Instrument 1998166154 the following three (3) courses: (1) S.89°58'33"E., a distance 676.50 feet; (2) thence N.00°01'27"E., a distance of 752.33 feet; (3) thence N.28°06'22"E., a distance of 362.06 feet to a point on the southerly right of way line of U.S. Highway No. 41, as per Florida Department of Transportation Right of Way Map, Section 17010-2508, said point being on a curve concave to the northeast and having a radius of 3011.73 feet, a central angle of 14°28'18", a chord bearing of S.72°07'12"E. and a chord distance of 758.67 feet; thence in an easterly direction, along the arc of said curve, an arc distance of 760.69 feet to a point on the West line of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.00°16'02"W., along the West line of said Section 34, and leaving said southerly right of way line, a distance of 379.82 feet; thence S.89°37'27"E., a distance of 1329.90 feet to a point on the westerly right of way line of County Road #777 (South River Road) as per Florida Department of Transportation Right of Way Map, Section 17550-2601; thence along said westerly right of way line, the following six (6) courses; (1) S.00°07'30"W., a distance of 5.48 feet; (2) thence S.89°23'52"E., a distance of 9.74 feet; (3) thence S.36°39'07"E., a distance of 64.18 feet to the point of curvature of a circular curve to the right, having a radius of 5599.32 feet, a central

angle of 02°00'54", a chord bearing of S.35°38'40"E. and a chord distance of 196.90 feet; (4) thence southeasterly, along the arc of said curve, an arc distance of 196.91 feet to the end of said curve; (5) thence N.55°21'47"E., radial to the last described curve, a distance of 20.00 feet to a point on a curve concentric with the last described curve and having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of S.26°52'28"E. and a chord distance of 1517.98 feet; (6) thence in a southerly direction along the arc of said curve, an arc distance of 1522.64 feet to the Northeast corner of lands described in Official Records Instrument 2000002794, of the Public Records Sarasota County, Florida; thence S.78°41'04"W., along the northerly line of said lands described in Official Records Instrument 2000002794, a distance of 2240.20 feet to the Southeast corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W., along the South line of said Section 33, a distance of 5318.90 feet to the POINT OF BEGINNING.

Overall Parcel contains 8193.748 acres, more or less.

Sketch showing lands in Section 34, Township 39 South, Range 20 East;
and Sections 15, 17, 18, 19, 20, and 21, Township 40 South, Range 20 East,
Sarasota County, Florida.



WEST VILLAGES IMPROVEMENT DISTRICT EXPANSION AREA

PREPARED FOR:

WEST VILLAGES IMPROVEMENT DISTRICT

DATE: OCTOBER 7, 2005

JOB NUMBER: 05-02-30

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

DESCRIPTION:

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

All that part of Section 32, described as follows:

Commence at the Northeast corner of said Section 32; thence S.00°30'23"W., along the easterly line of the Northeast 1/4 of said Section 32, a distance of 2658.68 feet to the southeast corner of said Northeast 1/4; thence N.89°23'27"W. a distance of 290.00 feet to the POINT OF BEGINNING; thence N.00°30'23"E., parallel with the easterly line of said Section 32, a distance of 2497.34 feet to the southerly right-of-way of U.S. Highway 41, being a point on a curve to the left the center of which lies S.06°30'20"W., a radial distance of 5603.58 feet; thence along the arc in a westerly direction, passing through a central angle of 01°13'57", a distance of 120.53 feet; thence S.00°30'23"W., a distance of 5165.77 feet; thence S.89°05'08"E., a distance of 120.00 feet; thence N.00°30'23"E., a distance of 2657.98 feet to the POINT OF BEGINNING.

All that part of Section 33, described as follows:

Commence at the NW corner of Section 33, Township 39 South, Range 20 East, Sarasota Florida; run thence S.0 degrees 30'44"W. along the westerly line of said Section 33, 105.39' to the centerline of U.S. 41; thence continue S.0 degrees 30'44"W. along said westerly line 1372.36'; thence S.89 degrees 29'16"E. along the northerly line of Tract, 810' to the POINT OF BEGINNING of said centerline of said 200 foot wide Tract; thence N.0 degrees 30'44"E., parallel to the said westerly line of Section 33, 1078.74' to the southerly right-of-way line of U.S. 41 (right-of-way being 100 feet from centerline at this point) for a POINT OF TERMINATION.

All That part of Section 34 described as follows:

The North Half of the Northwest Quarter of the Southwest Quarter lying South of U.S. Highway #41 (State Road #45) and West of the right of way of County Road #777 (as realigned) in Official Records Book 2679 at Pages 2750-2574, LESS the following described lands:

East 200' (as measured along the South Right-of-Way of Tamiami Train, or arc distance) of the West 392.7 feet measured along the South Right-of-Way of said Tamiami Trail, arc distance; on the following described property: That portion of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, lying South of Tamiami Trail and being more particularly described as follows: Begin at the West 1/4 of section corner of Section 34, Township 39 South, Range 20 East

and run South on the section line 196.71 feet to the South Right-of-Way line of the Tamiami Trail for a Point of Beginning: thence continue South 472.14 feet; thence S.89°58'00"E 659.8 feet; thence N.00°00'20"W 424.57 feet to the South Right-of-Way of the said Tamiami Trail; thence in a Northwesterly direction along the curve of said Tamiami Trail a distance of 662.5 feet to the Point of Beginning.

Said above described lands being more particularly described and surveyed as follows:

Commence at the West Quarter Corner of said Section 34, thence South along the Westerly section line of said Section 34, a distance of 668.85 feet; thence S.89°58'00"E. a distance of 190.40 feet to the Point of Beginning of this description. Thence N.00°00'00"E. a distance of 350.24 feet to a point on the Southerly Right-of-Way line of Tamiami Trail also know as STATE ROAD No. 45. and U.S. 41 as per Florida Department of Transportation Right-of-Way maps Section No. 17010-2508 (204' Right-of-Way) said point also being on the arc of a circular curve to the left whose radius point bears N.06°36'51"E., thence along the arc of said curve in an easterly direction through a central angle of 03°48'13", having a radius distance of 3011.73 feet, an arc distance of 199.93 feet; thence South leaving said Right-of-Way line a distance of 333.93 feet; thence N.89°58'00"W. a distance of 199.22 feet to the Point of Beginning.

The NE 1/4 of the SW 1/4, lying easterly of right of way for County Road #777 (as realigned) as per Official Records Book 2679, at Pages 2750-2754, Less the NW 1/4 of the NE 1/4 of the SW 1/4, Also Less lands described in Official Records Instrument Number 1999111833;

That part of the West Half of the SE 1/4, lying westerly of maintained right of way for Playmore Road, and northerly of lands described in Official Records Instrument Number 1999111833.

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

All of Section 15, less and except the following:

The maintained right-of-way for County Road # 777 (South River Road); Right-of-way conveyed in Official Records Instrument Number 2000163556.

All of Section 17, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18. less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida;

Maintained right-of-way for County Road # 777 (South River Road).

All of Section 21, less and except the following:

Maintained right-of-way for County Road # 777 (South River Road);

The SW 1/4 of the SE 1/4;

The North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road # 777 (South River Road);

Right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida;

Right-of-way conveyed in Official Records Instrument Number 2000163556.

Parcel Contains 3759.6202 Acres more or less.

Date: October 14, 2006

Randall E. Britt, Professional Land Surveyor
Florida Certificate No. 3979

APPENDIX B

Return to
Douglas Manson Esq
Carey O Malley Whitaker & Manson P A
712 S Oregon Avenue
Tampa Florida 33606

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
MASTER WATER SUPPLY CONTRACT

THIS CONTRACT entered into this 5th day of October 2005 by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY** a regional water supply authority created and existing pursuant to Sections 373 196 373 1962 and 163 01 Florida Statutes and other applicable law acting by and through its Board of Directors the governing board thereof (Authority') **MANATEE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Manatee) **CHARLOTTE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Charlotte) **DeSOTO COUNTY** a political subdivision of the State of Florida acting through its Board of County Commissioners the governing board thereof (DeSoto) **SARASOTA COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Sarasota) and the **CITY OF NORTH PORT** a municipal corporation of the State of Florida acting by and through its Board of City Commissioners the governing board thereof (North Port) (collectively Customers)

WITNESSETH

WHEREAS the Authority was created for the purpose of developing storing and supplying water for county and municipal purposes and exists pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrent with this Contract and

WHEREAS the Authority has determined that the potable water supply needs for citizens residing within Charlotte Manatee DeSoto and Sarasota Counties and North Port can best be met in whole or in part by expanding the Authority Water Supply Facilities in a cooperative and coordinated manner and

WHEREAS the Authority and the Customers agree it is necessary to expand the Peace River Regional Water Treatment Facility to be known as the Regional Expansion Program (REP) as more specifically set forth in Exhibit G and incorporated herein by reference in order to provide a total of 32 7 MGD of water to meet the water supply needs of the Authority s Customers and

WHEREAS it is the intent of the Parties that this Contract govern the operation maintenance alteration replacement and expansion of the Authority Water Supply Facilities and

WHEREAS the Authority has applied and the Southwest Florida Water Management District (SWFWMD) has provided New Water Source Initiative funds to assist in development and construction of the REP and

WHEREAS the Authority and its Customers recognize that as a result of increased Customers demands the REP will not satisfy all future Customers demands and the Authority has begun developing other water supplies and

WHEREAS Manatee has adopted Resolution No R 05 108 on June 7 2005 conditionally requesting the development of potable water by the Authority for Manatee beginning January of 2014 and

WHEREAS expansions to the Authority Water Supply Facilities and the design and construction of new Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds capital contributions from the Customer(s) capital contributions from SWFWMD or other governmental grants or any combination thereof and

WHEREAS the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract and the Authority desires to provide the Customers water

according to the terms and conditions of this Contract and

WHEREAS recognizing the benefits provided by the REP and future Water Supply Sources the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for the REP and all future Water Supply Source projects of the Authority and

WHEREAS the Customers desire that the Authority facilitate the transfer of Authority water among Customers with such transfers being made through the Authority at the same Water Rate assessed by the Authority and

WHEREAS this Contract is intended to constitute the entire agreement of the Authority Manatee Charlotte DeSoto Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein and

NOW, THEREFORE in consideration of the foregoing premises which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth the Authority and the Customers intending to be legally bound hereby agree as follows

1 **DEFINITIONS** In the absence of a clear implication otherwise capitalized terms used in this Contract and in the attached exhibits shall have the following meanings

1 1 Annual Average Daily Quantity The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation

1 2 Authority The Peace River/Manasota Regional Water Supply Authority

1 3 Authority Board The Authority s governing body

1 4 Authority Water Supply Facilities All real property interest in real property fixtures personal property wells treatment systems pumps pipes storage facilities reservoirs aquifer storage and recovery facilities water transmission mains any future expansion of said facilities and appurtenant or associated installations owned leased or otherwise controlled by the Authority and used for the provision of potable water supply

1 5 Available Water That portion of a Customer s Water Allocation that is temporarily available to other Customers

1 6 Base Rate Charge For any Contract Year the rate established by resolution of the Authority for payment of the Authority Obligations Bond Coverage Costs Debt Service Costs Charlotte Oversized Facility Payment Capital Component Charge Hydraulic

Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding operating repair and replacement maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water if any being produced or delivered by the Authority with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation

1 7 Bond Coverage Costs The costs of providing the coverage requirements established by the Financing Documents

1 8 Capital Component Charge For any Contract Year the charge established by resolution of the Authority for payment of the Capital Component Charge paid to Charlotte for the transfer of the Peace River Regional Water Treatment Facility The Capital Component Charge shall be assessed by the percentages in Exhibit F for the Peace River Regional Water Treatment Facility

1 9 Charlotte Oversized Facilities Payment. The 1991 Facility was stated to possess certain components that had a larger capacity than the 1991 Facility treatment capacity Charlotte acquired the 1991 Facility then transferred to the Authority the entire 1991 Facility However payment for the oversized components was deferred until the Authority used these oversized components Under the PRO and REP the Authority will pay for all the remaining oversized components

1 10 Conservation Rate For any Contract Year the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit B

1 11 Contract Year The period between execution of the Contract and September 30 2005 and each fiscal year of the Authority (beginning on each October 1 and ending on the immediately following September 30) thereafter during the term of this Contract

1 12 Customers Manatee DeSoto Charlotte Sarasota and North Port

1 13 Debt Service Cost(s) For any Contract Year all costs including reserve or coverage requirement if any incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments interest payments redemption premiums if any and service charges with respect to payment of Obligations

1 14 Delivery Point(s) The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation The Delivery Point(s) for each Customer is attached hereto as Exhibit D

1 15 DeSoto Payment For any Contract Year an amount included in the Water Rate transmitted by the Authority to DeSoto in the amounts set forth on Exhibit A for the term of the Contract The DeSoto Payment as defined herein supersedes the Facility Use Cost as defined in Section 1 8 of the Peace River Regional Water Supply Contract dated May 21 1991

1 16 Exclusive Provider Customer A subset of Customers that includes only DeSoto in this Master Water Supply Contract

1 17 Financing Documents Any resolution or resolutions of the Authority as well as any indenture of trust trust agreement or similar document relating to the issuance or security of the Obligations

1 18 Fixed Operating and Maintenance Costs All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation maintenance management security and development of the Authority Water Supply Facilities

1 19 Hydraulic Capacity Entitlement The Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit E

1 20 Hydraulic Capacity Entitlement Cost The debt service cost associated with Customers Hydraulic Capacity Entitlement

1 21 Maximum Daily Quantity The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation

1 22 Member Governments Members of the Authority This term refers jointly to Charlotte DeSoto Manatee and Sarasota

1 23 MGD Million gallons per day

1 24 New Water Supply Demands The new water supplies the Authority is committed by this Contract to develop and complete to meet Customer demands as shown on Exhibit C as updated annually pursuant to Section 11

1 25 Obligation(s) A series of bonds or other evidence of indebtedness including but not limited

to Financing Documents notes commercial paper capital leases or any other debt of the Authority issued or incurred

1 26 Operating and Maintenance Cost(s) For any Contract Year all costs budgeted and reserves established by the Authority for operating maintaining and securing the Authority Water Supply Facilities during such Contract Year including but not limited to a) personnel staffing and operating costs of the Authority related to the operation maintenance and security of the Authority Water Supply Facilities b) the general and administrative costs of the Authority related to the operation maintenance and security of the Authority Water Supply Facilities c) minor capital expenditures of the Authority for items such as tools parts and other equipment and vehicles necessary for the operation maintenance and security of the Authority Water Supply Facilities and d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities

1 27 Party or Parties Party shall mean a signatory to this Contract Parties shall mean DeSoto Charlotte Sarasota Manatee North Port and the Authority

1 28 Peace River Regional Water Treatment Facility (the 1991 Facility) All real property interest in real property fixtures personal property wells buildings treatment systems pumps pipes storage facilities reservoirs aquifer storage facilities and appurtenant or associated facilities located in DeSoto and Sarasota which were transferred by Charlotte to the Authority pursuant to that certain Acquisition Agreement dated May 21st 1991 by and among the Authority Charlotte DeSoto Manatee Sarasota and the Southwest Florida Water Management District and any expansion of said facilities undertaken pursuant to that certain Peace River Water Supply Contract dated May 21st 1991 by and among the Authority Charlotte DeSoto Manatee and Sarasota The foregoing notwithstanding this term shall not include the construction acquisition or use of any groundwater production wells Groundwater production wells shall not include facilities withdrawing water from the Peace River through the use of horizontal wells not more than 50 feet deep or aquifer storage and recovery wells

1 29 Peak Month Average Daily Quantity The total water quantity provided by the Authority during the calendar month of the Customer s highest water use divided by the number of days in that month and expressed in MGD as set by the Customer s Water

Allocation

1 30 Permits All licenses permits authorizations or other approvals from any government or governmental agency whether federal state regional or local necessary or convenient for the acquisition construction expansion and operation of Water Supply Facilities and Water Supply Sources including but not limited to any general water use permit temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity

1 31 PRO The Amended Peace River Option Water Supply Contract dated March 8th 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity

1 32 Redistribution Pool A depository of each Customer s Available Water for any Contract Year for purchase by all Customers

1 33 Regional Transmission System Those facilities including appurtenant and associated facilities owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes real property interest in real property fixtures and personal property Regional Transmission System does not include the Aquifer Storage and Recovery (ASR) system or its connecting piping

1 34 Regional Water System All real property interest in real property fixtures personal property wells buildings treatment system pumps pipes storage facilities reservoir(s) aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority excluding the Regional Transmission System

1 35 Renewal and Replacement Charges The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities The charges will be established to satisfy the requirements of the Authority s Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal replacement upgrade and betterment of the Authority Water Supply Facilities

1 36 Renewal and Replacement Costs The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal replacement upgrade and betterment of

the Authority Water Supply Facilities Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment storage pumping or transmission capacity or the costs associated with reconstruction of any major components of the Authority Water Supply Facilities

1 37 Renewal and Replacement Fund The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority

1 38 Second Amended Interlocal Agreement The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrently with this Contract

1 39 System Capacity The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD

1 40 Variable Operating and Maintenance Costs All operating and maintenance costs and expenses of the Authority for the operation maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority including but not limited to power chemicals and water purchases

1 41 Water Allocation The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit B as increased from time to time pursuant to Section 11

1 42 Water Rate For any Contract Year the rate established by resolution of the Authority for the sale of water which to the extent applicable shall be comprised of a Base Rate Charge the DeSoto Payment and a Water Use Charge

1 43 Water Supply Emergency A loss or reduction in System Capacity caused by drought or a sudden unexpected unavoidable interruption in water delivery as declared by resolution by the Authority Board

1 44 Water Supply Facilities All real property interest in real property fixtures personal property wells treatment systems pumps pipes storage facilities reservoirs aquifer storage and recovery facilities water transmission mains any future expansion of said facilities and appurtenant or associated installations owned leased or otherwise controlled by Charlotte DeSoto Manatee North Port Sarasota or the Authority and used for the provision of potable water supply

1 45 Water Supply Source Any project construction acquisition transfer or transaction creating a new water source or expanding an existing water source developed by the Authority Charlotte Sarasota Manatee DeSoto or North Port

1 46 Water Use Charge For any Contract Year the rate established by the Authority for payment of the Variable Operating and Maintenance Costs This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer

2 **TERM** The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty fifth (35th) anniversary of the execution date falls The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty five (35) years said extension to expire on the last day of the Contract Year in which the seventieth (70th) anniversary of the execution date falls Such option must be exercised at least two (2) years prior to expiration If during the Contract term the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above the Contract will automatically be extended to include the last payment date of such additional Obligations Before the expiration of this Contract the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract s expiration date to meet the overall intent of the Authority to provide regional drinking water

3 **AUTHORITY CAPACITY** The Authority shall not be prohibited from maintaining

unallocated capacity of the Authority Water Supply Facilities

4 **CONDITIONS PRECEDENT** All rights obligations and liabilities of the Authority and the Customers shall be subject to the satisfaction of the conditions precedent identified in Section 4 1

4 1 Conditions Precedent The following are conditions precedent to the Parties rights obligations and liabilities under this Contract

4 1 1 The complete execution of this Contract by the Authority and the Customers

4 1 2 The representations set forth in Section 8 are true and correct as of the date this Contract is fully executed by all Parties

4 1 3 No change shall have occurred on or before the date this Contract is fully executed by all the Parties in any applicable federal state or local law or any applicable federal state or local rule regulation or ordinance thereunder or an interpretation thereof by any applicable regulatory authority or court of competent jurisdiction that would make the execution or delivery of this Contract or that would make compliance by the Parties with the terms and conditions of said Contract or the consummation by the Parties of the transactions contemplated thereunder a violation of such law rule regulations or ordinance

4 1 4 The Authority and North Port shall execute a Settlement Agreement that requires North Port to file a Voluntary Dismissal with prejudice in *City of North Port v Peace River/Manasota Regional Water Supply Authority*, Case No 05 05254 Thirteenth Judicial Circuit in and for Hillsborough County Florida within ten (10) days of execution of this Contract

4 1 5 DeSoto and the Authority shall execute a transfer agreement pursuant to Section 21 herein

4 1 6 Notwithstanding Paragraphs 8 4 and 10 5 herein Charlotte and Sarasota shall establish a means to settle their disagreement over the Water Sale and Purchase Agreement between Charlotte and Sarasota dated March 8 1996

4 2 Satisfaction of the Conditions Precedent The Parties shall exercise good faith and due diligence in satisfying the conditions precedent set forth above and the Authority shall give prompt notice to the other Parties when the foregoing conditions precedent have been

satisfied or waived in writing by all the Parties

5 **FUNDING FROM THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY ("EPA')** The funding from the EPA grant dated March 28 1995 shall be used for the construction of the REP

6 **INTANGIBLE ASSETS OF THE CUSTOMERS** Each Customer s Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer s utility system pursuant to the terms and conditions of the Contract

7 **FUNDING FROM SWFWMD** The funding from the SWFWMD New Water Sources Funding Agreements shall be used for the construction of the REP All Parties shall work to obtain the maximum amount of funding from SWFWMD for the REP any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources

8 **REPRESENTATION OF THE PARTIES** The Authority Manatee Charlotte DeSoto Sarasota and North Port make the following representations

8 1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract

8 2 Each Party has the power authority and legal right to enter into and perform its obligations set forth in this Contract and the execution delivery and performance hereof by it a) has been duly authorized by its governing board b) does not require any other approvals by any other governmental officer or body c) does not require any consent or referendum of the voters for Authority financed projects d) will not violate any judgment order law or regulation applicable to the Party and e) does not constitute a default under or result in the creation of any lien charge encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected except as provided herein under Sections 16 5 and 16 6

8 3 This Contract has been duly entered into and delivered by the respective governing boards and as of the date of its full execution by all Parties constitutes a legal valid and binding obligation of said Party fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy insolvency reorganization or other similar laws affecting creditors rights generally or by the exercise of

judicial discretion in accordance with general principles of equity

8 4 There is no action suit or proceeding at law or in equity before or by any court or governmental authority pending or to the best of the Party s knowledge threatened against the Party which is not resolved by the execution of this Contract wherein any unfavorable decision ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby or which in any way would adversely affect the validity or enforceability of this Contract or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby

9 **REP CONSTRUCTION** In consideration for financial and other commitments made by the Customers herein the Authority agrees to permit and construct the REP as a necessary Water Supply Source for the Water Allocations The cost of construction and construction schedule are attached as Exhibit G The Authority agrees to use its best efforts to construct the REP in accordance with the schedule set forth in Exhibit G The Customers recognize that the construction schedule may be affected by circumstances beyond the control of the Authority including but not limited to weather availability of material and contractors governmental approvals and other force majuere The Authority agrees to keep the Customers apprised of the progress made in construction of the REP and of any delays that may affect the scheduled completion date

9 1 Cost of Construction The Authority will use its best efforts to complete the REP construction project within the budgeted amount shown in Exhibit G The Authority will comply with its procurement procedures in the construction of the REP

9 2 Insurance The Authority shall require suitable payment and performance bonds from all principal contractors working on the construction of the project The Authority shall further require the provision by the principal contractors of hazard insurance general liability insurance and worker s compensation insurance from such carriers and at such limits as are customary

10 **DELIVERY OF WATER** During each Contract Year the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract Customers shall pay for and the Authority shall timely develop and deliver new Water

Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 11 and 12 herein

10 1 Allocation The Authority shall be required to deliver water for a Customer s water demand from its Water Allocation Future Water Allocations will be delivered only in accordance with a Customer s New Water Supply Demands in Exhibit C as modified by projected water demands pursuant to Section 11 herein If a Customer meets its payment obligations to the Authority the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer s permittable future potable water demand in its Water Allocation and New Water Supply Demands

10 2 Limitation of Allocation The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal state regional or local statute rule ordinance law administrative order or judicial decree or in violation of applicable Permits If at any time there is insufficient potable water available to fully meet the Water Allocations described above for any reason then the Customers shall have their Water Allocations reduced on a pro-rata basis

10 3 Delivery Point The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified in Exhibit D Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s)

10 4 Exceedance of Delivery Schedule Subject to Section 10 5 herein in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity its Maximum Daily Quantity and/or its Annual Average Daily Quantity of its Water Allocation the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution During emergency conditions as declared by resolution of the Authority Board the Authority shall not charge the Conservation Rate for water delivery in excess of the Water Allocation

10 5 Authority Water Transfers Upon execution of this Contract by all Customers all prior contracts transferring Authority water between any of the Customers shall terminate All Authority water transfers shall be provided solely through the Authority Notwithstanding the termination of the Water Sale and Purchase Agreement between Charlotte and Sarasota pursuant to this paragraph both Charlotte and Sarasota hereby reserve and do not in any

Exhibit D - Peace River/Manasota Regional Water Authority Master Water Supply Contract

manner waive any rights or causes of action that one may have against the other with regard to any past due obligations or debts arising out of said Water Sale and Purchase Agreement to be resolved pursuant to Section 4 1 6 As part of the New Water Supply Demands process set forth below each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years The Authority shall then determine the total Customer demands for Authority Water The Authority shall determine the difference between each Customer s Water Allocation and projected water demands for the next ten (10) years on an annual basis By February 15 of each year the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation if any above the Authority s projected water demands for each of the next ten (10) years Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities if any for each of the next ten (10) years Failure of a Customer to respond within thirty (30) days shall result in that Customer s Available Water quantity as determined by the Authority being transferred into the Redistribution Pool Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years Each year shall have a separate Redistribution Pool of water quantities designated A receiving Customer s failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract The Authority shall not transfer more water than the amount of Available Water placed in the Redistribution Pool Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract

10 5 1 Assignment and Payment The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract Customers may request Available Water from the Redistribution Pool for the corresponding timeframe of their need for additional water If there is more

demand for water than there is Available Water in a given year the Authority shall distribute the water on pro rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue

10 5 2 Payment Payment adjustments to the Customers supplying Available Water shall be on a pro rata basis based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool

10 5 3 Assessment of Conservation Rate Only for purposes of calculating the assessment of the Conservation Rate the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity

10 6 Water Supply Emergency The Authority and its Customers shall seek the interconnection of the Water Supply Facilities with other water supply facilities in the region and the Authority s Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions The Authority and its Customers shall make available capacity if any in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity In a Water Supply Emergency Conservation Rates including block rates or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency

11 **FUTURE WATER SUPPLY PROCEDURE** It is the intention of the Parties that this Section set forth the manner in which each Customer will request and the Authority will provide future water supply from the Authority Water Supply Facilities The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead time for planning and development of new Water Supply Sources to meet New Water Supply Demands

11 1 No later than January 15th of each Contract Year each Customer shall submit to the Authority a report which identifies the following

(i) Total projected water demand by Contract Year for the next 20 years (Total 20 Year Demand)

(ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill (Authority Supplied Water) in terms of Annual Average Daily Quantity Peak Month Average Daily Quantity and Maximum Daily Quantity and

(iii) The basis for each projection

The Authority shall review coordinate and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board The Authority shall also report to the Customers and Authority Board its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty year planning period The Authority shall use this data as well as other population and water demand data as a basis for the planning and development of new Water Supply Sources to meet New Water Supply Demands Each Customer may modify its Total 20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing subject to the provisions in this Section

11 2 By submitting its projections for Authority Supplied Water each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year For the initial time period through Contract Year 2013 the New Water Supply Demands as modified at Exhibit C shall be the water each Customer irrevocably commits to purchase from the Authority and the Authority agrees to supply such water After Contract Year 2013 by submitting its projection for Authority Supplied Water each Customer agrees to purchase and the Authority agrees to supply that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water However unless it otherwise has excess water capacity available the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period Annually the Authority shall issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit C for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers

11 3 The parties acknowledge that the planning permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands Therefore the Authority will from time to time develop new Authority Water Supply Sources with water quantities that exceed immediate Customer demands Upon the Authority determination to develop a specific Water Supply Source the Authority shall assign a proportionate share of the new Water Supply Source Water Allocation to the Customers to the extent practicable by applying the new Water Supply Source project quantity to the most immediate New Water Supply Demands The Authority shall assign Water Allocations to the Customers pro rata based on their proportionate New Water Supply Demands at the time when the new Water Supply Source Water Allocation would be fully utilized by the total New Water Source Demand For example in year 2006 the Authority designates a new Water Supply Source project for 6 MGD to provide water by 2008 The total of New Water Supply Demands does not exceed 6 MGD until 2010 when it is 6 7 MGD The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A s New Water Supply Demand of 2 3 MGD for 2010 divided by the total of all the Customers New Water Supply Demands of 6 7 for 2010 to determine the Customer Water Allocation Cost Percentage of 34 33% When the Authority approves a new Water Supply Source project it shall issue addendum to the following (1) to increase and update the Water Allocation table at Exhibit B (2) to update the Cost Allocation Percentages table at Exhibit F to show the new project s cost allocation percentages and (3) to update the table at Exhibit H to show the new project water quantity allocation The Customers may only be assigned a Water Allocation for their New Water Supply Demands All costs associated with a new Water Supply Source project including but not limited to planning design and construction shall be recovered from the Customer receiving the Water Allocations of the new Water Supply Source project

12 **DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER** Notwithstanding the foregoing and pursuant to Section 8 1 of the Second Amended Interlocal Agreement DeSoto elects to be an Exclusive Provider Customer DeSoto agrees not to develop any additional Water Supply Sources beyond those currently existing identified in Exhibit I unless as a joint project with the Authority If DeSoto meets its payment

obligations to the Authority the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permittable future potable water demand as outlined herein The Authority is free to meet DeSoto s water demands by any means it deems fit including but not limited to using water from the Redistribution Pool or assignment of Water Allocation to meet DeSoto s demands and assigning the associated cost of constructing that portion of new Water Supply Sources to DeSoto as outlined herein

12 1 Exclusive Provider Customer Water Allocation DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs For New Water Supply Demands DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 11 however the Authority shall use DeSoto s projections as well as other data collected by the Authority to set DeSoto s New Water Supply Demands for each Contract Year DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto s water demand to its assigned Water Allocation This Water Allocation shall be used to determine DeSoto s Base Rate Charge and other share of costs in the same manner as all other Customers Nothing in Section 12 shall allow the Authority to assign all or any portion of another Customer s Water Allocation to DeSoto

12 2 Exclusive Provider Customer Water Allocation for the Redistribution Pool The Authority may designate any portion of the DeSoto s Water Allocation as part of the Redistribution Pool

13 **ALTERNATIVE DELIVERY** The Authority shall consider alternative delivery such as design build when developing new Water Supply Sources including the REP

14 **REFUNDING THE PRO BONDS** The Authority shall issue Obligations to refund any and all debt outstanding and provide for the rights of bond holders for the PRO Such refunding obligations shall be issued in an amount sufficient to provide for the payment of the principal of redemption premium if any and interest on the outstanding debt to be refunded

15 **SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS** Upon full execution of this Contract and payment described in Section 14 this Contract shall supersede and replace the Amended Peace River Option Water Supply Contract dated March 8 1996 Upon full execution of this Contract this Contract shall supersede and replace all other water supply contracts with the Authority including but not limited to the Peace River Option Water Supply Contract dated September 20 1995 the Peace River/Manasota Regional Water Supply Authority/City of North Port Florida dated May 30 1991 Peace River Water Supply Contract dated May 21 1991 and the Acquisition Agreement dated May 15 1991

16 **WATER RATE** For each Contract Year each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board

16 1 Rate Setting In conjunction with the Authority s annual budget development and adoption process the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing) DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority The Authority shall charge and collect rates that are reasonable and just for all Customers The rates are not subject to the supervision or regulation by any other commission board bureau agency or other political subdivision or agency of the county or state Unless a common rate is established for all Debt Service Cost components of the Authority Water Supply Facilities in determining a Customer s Water Rate the Authority shall allocate to each Customer a Base Rate Charge as follows (1) the Base Rate Charge for 12 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit F (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages

set forth on Exhibit F and (3) the Base Rate Charge for the 14 7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit F All Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith such as reserves coverages expansion of existing water supply or the fixed water purchase costs associated with a new Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate Provided however any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and in such event the Debt Service Costs component of the Water Rate shall be adjusted accordingly

16 2 Customer Financing Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source The entire payment for a Customer s proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing To the extent not inconsistent with the Financing Documents the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Water Supply Source (including the REP) shall be adjusted to remove that Customer s Debt Service Costs attributed to the Customer s Water Allocation corresponding to the payment by the Customer for that new Water Supply Source or expansion

16 3 Accounting, Audits and Adjustments The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to governmental owned and operated water utilities On an annual basis the Authority shall

provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits

16.4 Joint Authority and Customer REP Review and Oversight Each Party shall designate a staff representative for a joint Authority and Customer committee for the review and oversight of the REP design and construction activities The Executive Director of the Authority shall be the Authority representative on the committee

16.5 Water Charge to Customers Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice Failure to pay monies shall create a debt with respect to the non paying Customer s utility system A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract Upon thirty (30) days written notice the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer s Water Allocation in whole or in part to another Customer in good standing for the remaining term of this Contract

16.6 Source of Payments Each Customer s obligation to pay any monies due under this Contract does not constitute general indebtedness Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion alteration improvement replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section Each of the Customers however shall and do hereby

covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract

16 7 DeSoto Payment The Authority shall collect from its Customers in accordance with Exhibit A the DeSoto Payment and remit it to DeSoto If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420 01 issued in 1996 for 32 7 MGD annual average water use are modified or if additional entities become Customers of the Authority then the amount of the DeSoto Payment to be paid to DeSoto shall be readdressed by all Parties to this Contract

17 **FUNDING FOR MANAGEMENT AND PLANNING** It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner determined by the Authority Board and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government including but not limited to the Florida Department of Environmental Protection Florida Department of Community Affairs the Southwest Florida Water Management District the Basin Boards of the Southwest Florida Water Management District and appropriate utilities and agencies

18 **PAYMENT TO CHARLOTTE FOR OVERSIZED FACILITIES** Pursuant to prior contract provisions payment is due to Charlotte for certain oversized facilities Any Customer may prepay its portion of the Charlotte Oversized Facilities Payment directly to Charlotte but must elect to do so on or before October 15 2005 with immediate notice to the Authority and payment to Charlotte by November 30 2005

18 1 Payment for Oversized Facilities for the PRO The PRO oversized facility payment was made to Charlotte in the amount of $5 191 883 00 When the PRO bonds are refunded Customers other than Charlotte are to pay the Debt Service Cost on the remaining financed portion of the $3 191 883 00

with Sarasota paying 87 5% and DeSoto paying 12 5%

18 2 Payment for Oversized Facilities for the REP The Authority shall pay Charlotte all remaining oversized facility charges totaling $3 287 098 00 upon closing of the bond issuance for the REP This payment is calculated as the total oversize facility charge of $4 515 864 00 less Charlotte s portion of 27 21% of the REP allocation percentage from Exhibit F or $1 228 766 00 All obligations to Charlotte for oversized facilities payment set forth in all previous contracts or agreements including but not limited to the Peace River Water Supply Contract dated May 21 1991 the Amended Interlocal Agreement creating the Peace River/Manasota Regional Water Supply Authority dated May 21 1991 and the Acquisition Agreement dated May 21 1991 shall be satisfied upon receipt of the payment by Charlotte of the $3 287 098 00 The REP oversized facilities payment is to be paid by Customers other than Charlotte and shall be based on the Debt Service Cost associated with financed portion of the oversized facilities payment to Charlotte of $3 287 098 00 for the REP and shall be allocated with Sarasota paying 85 62% North Port paying 13 28% and DeSoto paying 1 1%

19 **PAYMENT TO CHARLOTTE FOR PEACE RIVER REGIONAL WATER TREATMENT FACILITY ("1991 FACILITY)** Upon payment of the $3 287 098 00 specified above the Authority s total debt to Charlotte for the transfer from Charlotte of the 1991 Facility shall be $18 299 274 17 with the Authority annually paying $1 971 557 00 in equal installments on a monthly basis with the last payment being on October 1 2021 The redemption of this debt shall be governed by Exhibit J The Authority s payment to Charlotte for the 1991 Facility shall be allocated among DeSoto Charlotte and North Port pursuant to the 1991 Facility cost allocation percentages set forth on Exhibit F This payment schedule shall supersede and replace any prior agreement contract or other document for any payment or Obligation to Charlotte for transfer of the

1991 Facility or any other assets real estate facilities or any other property or service to the Authority prior to the date of this Contract

20 **NORTH PORT PAYMENT TO CHARLOTTE** Pursuant to the Peace River/Manasota Regional Water Supply Authority/City of North Port Florida Water Supply Contract dated May 30 1991 Charlotte reserved water capacity for a period of time for North Port North Port was then obligated to repay the cost of the water reservation to Charlotte Payment by North Port through the Authority to Charlotte has been made since 1992 at a monthly amount of $398 42 Since the Master Water Supply Contract supersedes the Peace River/Manasota Regional Water Supply Authority/City of North Port Florida Water Supply Contract dated May 30 1991 this North Port obligation is established in this Contract North Port shall pay the Authority $398 42 monthly with the last payment on October 1 2021 The Authority shall pass through the payment being made to Charlotte each month

21 **TRANSFER OF DESOTO FACILITY** Provided a transfer agreement is executed by DeSoto and the Authority the Authority shall pay DeSoto $800 000 00 for DeSoto to transfer to the Authority the real property and water well appurtenances and any necessary permits for use of the water well and specified facilities in place identified in the transfer agreement This payment from the Authority shall be funded from REP Debt Service Cost The payment to DeSoto will be in the form of a credit for DeSoto s payment obligation pursuant to the DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21 2004

22 **DEVELOPMENT OF FUTURE WATER SOURCES** The Authority and its Customers shall develop new Water Supply Facilities as follows

22 1 General The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers in Exhibits B and C which will reflect the projections

provided as specified above or at the determination of the Authority for DeSoto

22 2 Procedures for New Authority Water Supply Facilities The Authority shall have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire develop construct or operate new Authority Water Supply Facilities For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port North Port shall be the sole entity that grants or denies consent to the Authority

22 2 1 The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire develop construct or operate the new Authority Water Supply Facilities within its jurisdiction If a Customer denies consent the Customer s notification shall provide an explanation of the reasons for denial

22 2 2 Upon notification of denial by a Customer to the Authority a meeting between the staff of the Authority and the Customer shall be held within forty five (45) days of the notification of denial This meeting shall be organized and scheduled by the Authority During this meeting the staff of the Authority and the Customer shall attempt to reach an agreement to grant consent to the Authority to acquire develop construct or operate new Authority Water Supply Facilities within the Customer s jurisdiction

22 2 3 If no agreement is reached within forty five (45) days of notification of denial the Authority and the Customer shall participate in mediation the costs of which shall be equally divided between them The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 22 2 2 the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium Upon the selection of a mediator the Authority and the Customer shall schedule mediation to occur within fourteen (14) days Mediation shall be completed within forty five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer Subsections (b) (c) (d) and (e) of Rule 1 720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body In the event of any breach or failure to perform mediation under this section the Authority or Customer may seek appropriate remedies to mandate this mediation process

22 2 4 If consent to the Authority by a Customer is not agreed to at the mediation the Authority shall withdraw the Permit application or request for Permit transfer

22 3 Procedure for the Authority s Customers Whenever a Customer (Applicant Customer)

intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer (Host Customer) in whose jurisdiction the Water Supply Facilities are located or will be located Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire develop construct or operate the Water Supply Source within its jurisdiction If a Host Customer denies consent the Host Customer s notification shall provide an explanation of the reasons for denial The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer

23 **HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION SYSTEM** Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point Each Customer s Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit E A Customer s Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will by the sole responsibility of the Customer(s) benefiting from such facilities If more than one Customer uses the

same transmission segment as designated by the Authority then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost

23 1 In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System and the capacity percentage of which has been fully allocated the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated In the event the Authority modifies the Hydraulic Capacity Entitlement the application of all future service rates and charges will be adjusted accordingly

23 2 If requested by North Port the Authority shall construct and North Port shall pay for its proportional share of the Hydraulic Capacity Entitlement Cost of a new segment of the Regional Transmission System between Delivery Points identified by North Port and acceptable to the Authority on the basis of system hydraulics The Authority and North Port may agree to a water delivery alternative utilizing the existing stub outs along the 42 Inch RTS (2) transmission main identified in Exhibit D subject to the change of apportionment of Hydraulic Capacity Entitlement Cost on terms mutually agreeable to North Port Sarasota and Authority

24 **ADDITIONAL REPRESENTATIONS WARRANTIES AND COVENANTS OF THE AUTHORITY** The Authority hereby represents warrants and covenants to the Customers as follows

24 1 System Operation Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the

Authority to satisfy all the Authority s Obligations to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract The Authority shall provide sufficient personnel with appropriate experience to undertake all regulatory requirements including but not limited to those imposed by the Florida Department of Environmental Protection the Southwest Florida Water Management District the State of Florida Department of Health and the United States Environmental Protection Agency If new regulatory requirements necessitate capital improvements or budget amendments the Authority shall take all necessary actions to accomplish the same The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same which arise out of or are solely created through (1) material errors or omissions by its personnel and agents in the day to day operations of the Authority Water Supply Facilities or (2) the failure of the Authority to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority

24 2 Water Quality The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s) The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal state or regional regulations and orders relating to drinking water which are applicable to water produced stored and transported at and through the Authority Water

Supply Facilities

24 3 Water Measurement The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers The Authority shall own and maintain the meters at all Delivery Point(s) The Authority shall maintain complete and accurate records of its water measurements Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract The metering equipment shall be of standard make and type installed at a readily accessible location and shall record flow with accuracy sufficient to meet all applicable reporting requirements The Authority will check the accuracy of the meters annually provide a report regarding the condition accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration Upon request and at the expense of the Customer the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacture s standards and where appropriate conduct the test as a field test The Customers may be present when the meters are checked for accuracy and the test records shall be made available for inspection by the Customers upon reasonable request If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer the meter will be assumed to have been inaccurate from the mid point of the time since the last annual inspection or the last calibration or the last independently certified test or the last six (6) months whichever is less The following month s billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period

24 4 Permits The Authority shall use its best efforts to obtain all Permits necessary to provide

the Customers with water in accordance with the Water Allocations New Water Supply Demands and its duty to its Exclusive Provider Customer(s)

24 5 Financing the Authority Water Supply Facilities The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing acquiring operating maintaining repairing replacing or upgrading the Authority Water Supply Facilities

24 6 Acquisition of Real Property The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion construction management and operation of the Authority Water Supply Facilities The Authority shall retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities

24 7 Water Pressures The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery Point(s) to the Customer unless a different pressure is specified in Exhibit D The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority s control

24 8 Priority of Payment All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority

FIRST To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations

SECOND To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations

THIRD To the payment of the renewal and replacement costs

FOURTH To the payment of the DeSoto Payment and Charlotte Obligations

FIFTH To the payment of any charges or Obligations due and owing by the Authority

2ɔ **ADDITIONAL REPRESENTATIONS WARRANTIES AND COVENANTS OF THE CUSTOMERS** The Customers hereby represent warrant and covenant to the Authority as follows

2ɔ 1 Irrevocable Commitment to Pay The Customers recognize that circumstances such as equipment maintenance or failure construction delays failure to obtain Permits limitations on Permits transmission line ruptures or defects acts of God etc may prevent the performance by the Authority of its obligations pursuant to this Contract Under such circumstances the Customers shall continue to pay their respective Water Rate throughout the term of this Contract Said payments by the Customers shall be made without notice or demand and without set off counterclaim abatement suspension or deduction. The Authority is undertaking construction of the REP and additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations warranties and covenants of the Customers set forth in this Contract

2ɔ 2 Acquisition of Real Property Subject to Section 22 herein the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct manage and operate the Authority Water Supply Facilities and Water Supply Sources

2ɔ 3 Utility System Charges The Customers shall fix revise maintain and collect such fees rates tariffs rentals or other charges for the use of products services and facilities of their water utility systems as shall be necessary to fund the timely payment of their respective

obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems

2.5.4 Cooperation on Permits Subject to Section 22 herein for the construction and operation of the facilities necessary for the REP and future Authority Water Supply Sources the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction expansion alteration replacement or operation

2.5.5 Cooperation on the REP The Customers shall promptly cooperate with the Authority in operating or expanding for the REP

2.5.6 Utility System Operation and Maintenance Account Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract At all times during the term of this Contract the Customers obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees if appropriate provided however that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder For the purpose of paying their obligations and liabilities under this Contract Customers may utilize in addition to their water utility operation and maintenance accounts facility investment fees or other capacity fees as identified in their adopted rate resolutions

2.5.7 Cooperation on Issuance of Authority Obligations Each Customer shall cooperate with the

Authority in issuance of the Authority s Obligations In such connection each Customer and the Authority shall comply with reasonable requests of each other and will upon request do as follows (i) make available general and financial information about itself (ii) consent to publication and distribution of its financial information (iii) certify that its general and financial information is accurate does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information in light of circumstances under which they are made not misleading (iv) make available certified copies of official proceedings (v) provide reasonable certifications to be used in a transcript of closing documents and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract and pending litigation which could materially affect its performance hereunder Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority s Obligations for purposes of federal income taxation Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75 Florida Statutes

2.8 Payment for Obligations If a Customer defaults on the payment of its Water Rate established pursuant to this Contract each non defaulting Customer shall have the option to take the defaulting Customer s pro rata share (based of each Customer s percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer s Water Allocation within sixty (60) days of notice of the defaulting

Customer s Water Allocation from the Authority If any of the defaulting Customer s Water Allocation remains after the expiration of sixty (60) days notice period then each non defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default Any portion of the defaulting Customer s Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water capacity however these actions shall not relieve the defaulting Customer of its payment obligation to the Authority

26 **PLEDGE OF CONTRACT REVENUES** The Authority may pledge any payments interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the REP and new water supply projects of the Authority Water Supply Facilities

27 **NORTH PORT'S OPTION TO BECOME A MEMBER** If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement adds a municipality as an Authority Member Government then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member

28 **IMPLEMENTATION AGREEMENT** An Implementation Agreement dated March 8 1996 was entered into by the Authority and Charlotte that provides in part that no further expansion of the Peace River Regional Water Treatment Facility beyond the PRO can be implemented without the Southwest Florida Water Management District setting the Minimum Flow and Levels for the Peace River Charlotte without waiving the application of the Implementation Agreement to any further expansion of the Authority Water Supply Facilities beyond the REP agrees

not to apply the provision of the Implementation Agreement to the development construction or operation of the REP However the Implementation Agreement applies to any further expansion of the Peace River Regional Water Treatment Facility beyond the REP and it requires that before any further expansion is implemented Minimum Flows and Levels must be set for the Peace River or the Authority must complete a Section 403 412 Florida Statutes action including an appeal of an adverse ruling of the lower tribunal against the District to require it to set Minimum Flows and Levels for the Peace River

29 **RE RATING REGIONAL WATER SYSTEM** To the extent that any component of the Regional Water System is re rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity) then each Customer s corresponding Water Allocation will be adjusted pro rata on a basis consistent with the Cost Allocation percentage of each Customer The Authority agrees not to initiate a re rating process with the intent to reduce System Capacity For example a Customer with a Water Allocation of 10% would receive an increase in Water Allocation of 100 000 gallons per day for a 1 000 000 gallon per day re rating increase To the extent that the re rating of the Regional Water System results in the incurrence of additional capital expenditures the Authority will notify the affected Customers of such expenditures The expenditures required for and the associated re rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re rating If a Customer does not participate in the re rating then the change in Water Allocation and the expenditures will be allocated pro rata to the participating Customers in accordance with their Water Allocation All expenditures associated with re rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract To the extent any increase in Water Allocation is not

allocated to the Customers it shall be transferred to the Redistribution Pool

30 **DEFAULT AND REMEDY** Recognizing the region s paramount need for a safe and dependable source of water supply the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance injunctive relief and any other equitable relief as well as monetary damages

31 **DESIGNATION AS REPRESENTATIVE AND CO APPLICANT STATUS** The Authority and the Customers shall be co applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources Subject to Section 22 herein the Customers shall waive all objections to the Permit applications relating to the acquisition operation replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal state or regional governmental entity The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto

32 **APPLICABLE LAW AND VENUE** The laws of the State of Florida govern the validity interpretation construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County Florida

33 **NO ASSIGNMENT** The rights obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold assigned transferred pledged or hypothecated unless approved in writing by all Parties

34 **NOTICE** All notices demands requests and other communications shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses sent by certified or registered mail or by overnight delivery postage prepaid with return receipt requested at such addresses provided if such notices demands requests or other

communications are sent by mail or overnight delivery they shall be deemed as given on the third day following such mailing which is not a Saturday Sunday or a day on which United States mail is not delivered The Authority s Executive Director s Office 1645 Barber Road Suite A Sarasota Florida 34240 the Charlotte County Administrator s Office Charlotte County Administration Center 18500 Murdock Circle Port Charlotte Florida 33948 1094 Manatee County Administrator s Office Manatee County Administration Center 1112 Manatee Avenue West Suite 920 Bradenton Florida 34205 the DeSoto County Administrator s Office 201 East Oak Street Arcadia, Florida 34266 the Sarasota County Administrator s Office 1660 Ringling Boulevard Sarasota Florida 34236 and the North Port City Manager s Office 5650 North Port Boulevard North Port Florida 34287 Any Party may by like notice designate any further or different addresses to which subsequent notices shall be sent

35 **RELATIONSHIP OF THE PARTIES** Nothing herein shall be deemed to constitute any Party a partner or joint venturer or to create any fiduciary relationship among the Parties

36 **THIRD PARTY BENEFICIARIES** No right or cause of action shall accrue upon or by reason hereof or for the benefit of any person not expressly named as a Party in this Contract except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract

37 **WAIVER** Unless otherwise specifically provided by the terms of this Contract no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof but such right may be exercised from time to time and as often as may be deemed expedient Any waiver shall be in writing and signed by the Party granting such waiver If any representation warranty or covenant contained in this Contract is breached by

any Party and thereafter waived by another Party such waiver shall be limited to the particular breach so waived and shall not be deemed to waive either expressly or impliedly any other breach under this Contract

38 **AUTHORIZED REPRESENTATIVES** For purposes of this Contract the Parties authorized representatives are as follows the Authority Executive Director the Charlotte County Administrator the DeSoto County Administrator the Manatee County Administrator the Sarasota County Administrator and the City of North Port City Manager Any Party may change its authorized representative at any time by written notice to all other Parties

39 **SECTION CAPTIONS AND REFERENCES** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation Except as otherwise indicated all references herein to sections are to sections of this Contract

40 **SEVERABILITY** In the event any provision of this Contract shall for any reason be determined invalid illegal or unenforceable in any respect the Parties shall negotiate in good faith and agree to such amendments modifications or supplements to this Contract or such other appropriate actions as shall to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the Parties as reflected herein and the other provisions of this Contract as amended modified supplemented or otherwise affected by such action shall remain in full force and effect

41 **ATTORNEYS FEES AND COST** In the event there is litigation arising under or related to this Contract the losing Party or Parties shall pay to the successful Party or Parties all attorney s fees and costs and expenses incurred in enforcing the Contract including attorneys fees incurred on appeal in adversarial administrative proceedings and in connection with bankruptcy

proceedings to the extent allowed by law This provision shall survive the termination of this Contract

42 **AMENDMENT** This Contract may only be amended by a writing duly executed by the Authority Manatee Charlotte DeSoto Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations

43 **ENTIRE AGREEMENT** This Contract shall constitute the entire agreement of the Authority Charlotte Manatee DeSoto Sarasota and North Port with respect to the Authority s provision of drinking water supply

44 **FURTHER ASSURANCES** The Authority Manatee Charlotte DeSoto Sarasota and North Port each shall use all reasonable efforts to provide such information execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract

45 **CONSENTS** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties such consent shall not be unreasonably withheld

46 **SUCCESSORS AND ASSIGNS** This Contract shall be binding upon and inure to the benefit of the respective successors permitted assigns administrators and trustees of the Authority Manatee Charlotte DeSoto Sarasota and North Port

47 **EXECUTION OF DOCUMENTS** This Contract shall be executed in fifteen (15) duplicate originals any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument

48 **INTERLOCAL AGREEMENT** This Contract shall constitute an interlocal agreement pursuant to Section 163 01 Florida Statutes A true and correct copy of this Contract and anv subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee Charlotte DeSoto and Sarasota

49 **AMBIGUITY** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract the result of such ambiguity shall be equally assumed and realized by each Party

50 **SOVERIGN IMMUNITY** The Customers intend to avail themselves to the benefits of Sections 768 28 and 163 01(9)(c) Florida Statutes and of other statutes and common law governing sovereign immunity to the fullest extent possible In accordance with Section 163 01(5)(o) Florida Statutes therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority or any other tort attributable to the Authority and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768 28 Florida Statutes The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws ordinances rules and common law which apply to the municipalities and counties of the State of Florida Nothing in this Contract is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law

51 **CONFLICT WITH INTERLOCAL AGREEMENT** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement the provision in the Second Amended Interlocal Agreement shall be controlling

52 **GOOD FAITH** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract

53 **WATER PURCHASE** The Customers shall have a preferential right to purchase water from the Authority The Authority may purchase water from any source available

IN WITNESS WHEREOF the Authority Manatee Charlotte DeSoto Sarasota and North Port have executed this Contract on the day month and year first above written

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

WITNESS

By _____

Linda Stewart

Date October 5 2005

Approved as to form

Attorney for Peace River/Manasota
Regional Water Supply Authority

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Patricia M Glass to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River/Manasota Regional Water Supply Authority and Patricia M Glass acknowledged before me that Patricia M Glass 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 5th day of October 2005

Notary Public My
Commission
Expires

Edward Yates
Commission # DD297679
Expires March 17 2008
Bonded Troy Fain Insurance Inc 800-385-7019

WITNESS

CHARLOTTE COUNTY
BOARD OF COUNTY COMMISSIONERS

By _____
Sara J Devos, Chairman

Date 9/29/05

Approved as to form
Attorney for Charlotte County
Janette S Knowlton
LR #05-43

MB

ATTEST
Barbara T Scott, Clerk of Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Sara J Devos, to me known to be the person described in and who executed the foregoing instrument on behalf of the Charlotte County, and _____ acknowledged before me that _____ 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 29th day of September, 2005

_____
Notary Public My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
Stacey K Miller
Commission # DD448505
Expires JULY 07 2009
Bonded Thru Atlantic Bonding Co Inc

DESOTO COUNTY

WITNESS

Gloria M. Coffey

Donna J. Hall

By Ronald P Neads

Date September 13, 2005

Approved as to form

Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared RONALD P NEADS to me known to be the person described in and who executed the foregoing instrument on behalf of the DeSoto County and RONALD P. NEADS acknowledged before me that RONALD P NEADS 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 14th day of September 2005

Carol Treadwell

Notary Public My Commission Expires

CAROL TREADWELL
Notary Public State of Florida
My comm xpires March 15 2006
Comm No DD098119

WITNESS

_____

_____

MANATEE COUNTY

By _____

Date 9/20/05

Approved as to form
Not applicable
Attorney for Manatee County

ATTEST: R B SHORE
Clerk of the Circuit Court

By _____

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument on behalf of the Manatee County and _____ acknowledged before me that _____ 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 ____ day of _____ 2005

_____
Notary Public My
Commission
Expires

SARASOTA COUNTY

WITNESS

By _____

Date _____

Approved as to form

_____

Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared _____ to me known to be the person described in and who executed the foregoing instrument on behalf of the Sarasota County and _____, acknowledged before me that _____ 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 _____ day of _____ 2005

_____

Notary Public My Commission Expires

Jean W Owens
My Commission DD220275
Expires June 05 2007

CITY OF NORTH PORT

WITNESS
Barbara K Ross
Cynthia Mick

By Richard A. Lockhart, Commission Chair

Date October 4, 2005

Approved as to form
Robert K Rol
Attorney for City of North Port

ATTEST
Helen Raimbeau
Helen M Raimbeau CMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Commissioner Richard A Lockhart to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port and Commissioner Richard A Lockhart acknowledged before me that Commissioner Richard A Lockhart 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 4th day of October 2005

Patsy C Adkins
Notary Public My Commission Expires October 15, 2007

Patsy C Adkins
Commission # DD258739
Expires October 15 2007
Bonded Thru Fain Insurance Inc 800-385-7019

PR Contract Exhibits

A	DESOTO PAYMENT
B	WATER ALLOCATION
C	NEW WATER SUPPLY DEMANDS
D	REGIONAL TRANSMISSION SYSTEM DELIVERY POINTS
E	REGIONAL TRANSMISSION SYSTEM HYDRAULIC CAPACITY ENTITLEMENT
F	COST ALLOCATION PERCENTAGES
G	REGIONAL EXPANSION PROGRAM
H	WATER ALLOCATION BY PROJECT
I	DESOTO EXISTING WATER SOURCES TO REMAIN AFTER DESIGNATION OF THE AUTHORITY AS EXCLUSIVE PROVIDER
J	PEACE RIVER REGIONAL WATER TREATMENT FACILITY – ANNUAL CAPITAL COMPONENT CHARGE REDEMPTION PROVISION

EXHIBIT "A"

DeSoto Payment Schedule

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	$368 564	$15 889	$101 111	$34 436	$520 000
FY06	$368 564	$15 889	$101 111	$34 436	$520 000
FY07	$368 564	$15 889	$101 111	$34 436	$520 000
FY08	$368 564	$15 889	$101,111	$34 436	$520 000
FY09	$361 403	$15 424	$177 073	$44 346	$598 247
FY10	$363 140	$15 341	$244 396	$53 586	$676 463
FY11	$369 266	$15 482	$303 326	$61 927	$750,000
FY12	$369 266	$15 482	$303 326	$61 927	$750 000
FY13	$369 266	$15 482	$303 326	$61 927	$750,000
FY14	$369 266	$15 482	$303 326	$61 927	$750 000
Remaining Years	$369 266	$15 482	$303 326	$61 927	$750 000

EXHIBIT 'B

Water Allocation

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12 525	0 535	3 048	1 192	17 300
FY06	12 758	0 550	3 500	1 192	18 000
FY07	12 758	0 550	3 500	1 192	18 000
FY08	12 758	0 550	3 500	1 192	18 000
FY09	13 895	0 593	6 808	1 705	23 001
FY10	15 031	0 635	10 116	2 218	28 000
FY11	16 100	0 675	13 225	2 700	32 700
FY12	16 100	0 675	13 225	2 700	32 700
FY13	16 100	0 675	13 225	2 700	32 700
FY14	16 100	0 675	13 225	2 700	32 700
Remaining Years	16 100	0 675	13 225	2 700	32 700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15 030	0 642	3 658	3 146	22 476
FY06	15 310	0 660	4 200	3 146	23 316
FY07	15 310	0 660	4 200	3 146	23 316
FY08	15 310	0 660	4 200	3 146	23 316
FY09	16 187	0 690	7 931	3 146	27 954
FY10	17 512	0 740	11 785	3 146	33 183
FY11	18 757	0 786	15 407	3 146	38 096
FY12	18 757	0 786	15 407	3 146	38 096
FY13	18 757	0 786	15 407	3 146	38 096
FY14	18 757	0 786	15 407	3 146	38 096
Remaining Years	18 757	0 786	15 407	3 146	38 096

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17 535	0 749	4 267	3 780	26 331
FY06	17 861	0 770	4 900	3 780	27 311
FY07	17 861	0 770	4 900	3 780	27 311
FY08	17 861	0 770	4 900	3 780	27 311
FY09	19 453	0 830	9 531	3 780	33 594
FY10	21 043	0 889	14 162	3 780	39 874
FY11	22 540	0 945	18 515	3 780	45 780
FY12	22 540	0 945	18 515	3 780	45 780
FY13	22 540	0 945	18 515	3 780	45 780
FY14	22 540	0 945	18 515	3 780	45 780
Remaining Years	22 540	0 945	18 515	3 780	45 780

Annual Average Day Peak Monthly Average Day Maximum Day are expressed in million gallons per day (MGD)

EXHIBIT C
New Water Supply Demands

Annual Average Day (MGD)					
Fiscal Year	Charlotte Co	DeSoto Co	Sarasota Co	North Port	Total
FY05	0 000	0 000	0 000	0 000	0 000
FY06	0 000	0 153	0 000	0 808	0 961
FY07	0 000	0 578	0 000	1 558	2 136
FY08	0 000	1 200	0 000	2 308	3 508
FY09	0 000	2 080	0 000	2 065	4 145
FY10	0 000	3 114	0 000	2 082	5 196
FY11	1 658	3 429	0 000	2 200	7 287
FY12	1 658	3 785	0 000	2 700	8 143
FY13	1 658	4 140	3 000	3 200	11 998

Peak Monthly Average Day (MGD)					
Fiscal Year	Charlotte Co	DeSoto Co	Sarasota Co	North Port	Total
FY05	0 000	0 000	0 000	0 000	0 000
FY06	0 000	0 184	0 000	1 547	1 731
FY07	0 000	0 694	0 000	2 731	3 425
FY08	0 000	1 440	0 000	3 714	5 154
FY09	0 000	2 496	0 000	4 740	7 236
FY10	0 000	3 737	0 000	5 255	8 992
FY11	0 000	4 115	0 000	5 825	9 940
FY12	1 990	4 542	0 000	6 229	12 761
FY13	1 990	4 968	3 600	6 599	17 157

Maximum Day (MGD)					
Fiscal Year	Charlotte Co	DeSoto Co	Sarasota Co	North Port	Total
FY05	0 000	0 000	0 000	0 000	0 000
FY06	0 000	0 214	0 000	2 460	2 674
FY07	0 000	0 809	0 000	4 010	4 819
FY08	0 000	1 680	0 000	5 285	6 965
FY09	0 000	2 912	0 000	6 606	9 518
FY10	0 000	4 360	0 000	7 245	11 605
FY11	0 000	4 801	0 000	7 950	12 751
FY12	2 321	5 299	0 000	8 430	16 050
FY13	2 321	5 796	4 200	8 860	21 177

Annual Average Day Peak Month Average Day Peak Day are expressed in million gallons per day (MGD)

EXHIBIT 'D

Regional Transmission System
Delivery Points

	Delivery Points	Pressure (5)
36 Inch/12 Inch RTS (1)	Charlotte County • Harbor Boulevard @ Bachman • Kings Highway @ DeSoto/Charlotte County Line DeSoto County • Pem Brook Pines • Kings Highway @ Lake Suzy Utilities City of North Port • Raintree @ Serris Drive	65 psi
42 Inch RTS (2)	Sarasota County • T Mabry Carlton Jr WTP	20 psi
24 Inch Kings Highway RTS (3)	Charlotte County • Kings Highway @ Kingsway Circle DeSoto County • Kings Highway @ Riverside RV Park • Kings Highway @ Peace River Street* • Kings Highway @ adjacent to Lake Suzy*	65 psi
20 Inch DeSoto Regional Pipeline (4)	DeSoto County • 8 delivery points along the transmission line as identified in the contract*	65 psi

(1) The 36 Inch/12 Inch RTS consists of approximately 7 miles of 36 inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border and 12-inch pipeline extending from the 36 inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line

(2) The 42 inch RTS consists of approximately 23 miles of 42 inch pipeline starting at the Peace River Water Treatment Facility and ending at the T Mabry Carlton Jr Water Treatment Plant in Sarasota County

(3) The 24 inch Kings Highway RTS consists of approximately 5 miles of 24 inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto Charlotte County line See contract entitled Kings Highway

Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27 1998

(4) The 20 Inch DeSoto Regional Pipeline See contract entitled DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21 2004

(5) Water pressure at delivery points at a quantity no greater than the average annual daily rate as designated on Exhibit B or as specifically designated by the Authority for a delivery point

* Future Delivery Points already in planning design or construction

EXHIBIT 'E

Regional Transmission System
Hydraulic Capacity Entitlement

	Charlotte County	DeSoto County	Sarasota County	City of North Port
36 Inch/12 Inch RTS (1)	89 65%	0 42%	0 000	9 93%
42 Inch RTS (2)	0 000	0 000	100%	0 000
24 Inch Kings Highway RTS (3)	80%	20%	0 000	0 000
20 Inch DeSoto(4)	0 000	3 1 MGD	0 000	0 000

(1) The 36 Inch 12 Inch RTS consists of approximately 7 miles of 36 inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border and 12 inch pipeline extending from the 36 inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line

(2) The 42 inch RTS consists of approximately 23 miles of 42 inch pipeline starting at the Peace River Water Treatment Facility and ending at the T Mabry Carlton Jr Water Treatment Plant in Sarasota County

(3) The 24 inch Kings Highway RTS consists of approximately 5 miles of 24 inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line See contract entitled Kings Highway Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27 1998

(4) The 20 Inch DeSoto Regional Pipeline See contract entitled DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21 2004

Current pipelines are more than adequate to transport Charlotte s 16 1 MGD to its water system

EXHIBIT "F

COST ALLOCATION PERCENTAGES

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89 65%	0 42%	0 00%	9 93%
PRO Cost Allocation	33 33%	8 33%	58 34%	0 00%
REP Cost Allocation*	27 21%	0 81%	61 72%	10 26%

* The REP cost allocation percentages were applied to the total oversized facilities payment to Charlotte for the REP however Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18 2 as follows Sarasota paying 85 62% North Port paying 13 28% and DeSoto paying 1 1%

EXHIBIT 'G'

Regional Expansion Program
Proposed Project Plan

Authority Water Supply Facilities Overview

The Authority Water Supply Facilities located in DeSoto County provide public drinking water to residents of Charlotte DeSoto and Sarasota counties The facilities allow for the use of surface water to alleviate further stress on groundwater supplies and resultant degradation in the Southern Water Use Caution Area (SWUCA)

The Regional Expansion Program (REP) is to build out the Authority Water Supply Facilities to its existing water use permit (WUP) capacity and intended to meet water demand in the Authority s system service area as detailed in Figure A attached The issuance of the WUP in 1996 provides for expansion of the Authority Water Supply Facilities to meet an anticipated demand of 32 7 million gallons per day (MGD) by the year 2016 The permit includes future water quantities to meet the needs of Charlotte DeSoto and Sarasota counties and the City of North Port

The Authority Water Supply Facilities have a current delivery capacity to supply 18 MGD of water and is located next to the Peace River in southwest DeSoto County The Authority Water Supply Facilities utilizes the Peace River as a primary source and integrates the use of an off stream reservoir for raw water storage and aquifer storage and recovery (ASR) wellfield for treated water storage The reservoir and ASR wellfield are used for source supply when river flow is below minimum limits for withdrawal or when river water quality is poor

PROJECT Description

The existing water treatment plant capacity is 24 MGD to provide for ASR recharge capacity The treatment process provides for color removal of surface water including alum coagulation filtration and disinfection Build out of the facility to meet projected water demands projected within the WUP of 32 7 MGD by 2016 is proposed by the Authority s Regional Expansion Program The Southwest Florida Water Management District ('SWFWMD) issued a WUP to the Authority in 1996 that allows for withdrawal from the Peace River to meet a demand of 32 7 MGD The term of the permit is for 20 years through 2016

The source of raw water for the Authority Water Supply Facilities is the Peace River Under the SWFWMD s WUP issued to the AUTHORITY the AUTHORITY can divert up to 10 percent of the Peace River flow to the Authority Water Supply Facilities when flow exceeds 130 cubic feet per second (cfs) During periods of high flows from the Peace River raw water is stored in an off stream reservoir and any water after treatment in excess of customers demand is stored in the ASR wellfield which consists of 21 ASR wells When the conditions of the Peace River are such that the ability to withdraw from the river is partially or completely eliminated the off stream reservoir and ASR wellfield are utilized to meet the water supply demands of the Authority s customers

The Authority s Regional Expansion Program will provide expanded facilities to provide the ability to deliver the total allocation of 32 7 MGD to the Authority s customers The PROJECT includes expanding the raw water reservoir capacity with a second new off stream reservoir with a capacity of 6 billion gallons increasing the water treatment plant capacity by 24 MGD and extension of the regional transmission system to serve areas of DeSoto County

Regional Reservoir Expansion

The existing off stream reservoir capacity is approximately 0 6 billion gallons for the purpose of storing raw water withdrawn from the Peace River The reservoir is used for raw water supply to the Authority Water Supply Facilities when river flow is below minimum limits for withdrawal or when river water quality is poor The proposed Regional Reservoir Expansion is to provide approximately 6 billion gallons of additional storage resulting in a total reservoir storage capacity of approximately 6 6 billion gallons This storage volume is required to provide a sustainable supply to meet the Authority s customers demand during dry periods when withdrawal from the Peace River is limited in order to maintain minimum flow to the downstream estuary and Charlotte Harbor

The new reservoir will be an above-ground basin formed by an engineered earthen embankment approximately 30 feet above existing ground surface The embankment will consist of compacted fill with a geosynthetic membrane and an impervious water retaining zone within the embankment A soil bentonite slurry wall will be installed extending from the geosynthetic membrane zone to the underlying clay layer to cut off underseepage beneath the embankment In addition an internal chimney drain will be installed to intercept potential seepage through the embankment A perimeter seepage collection ditch will be constructed at the downstream toe of the embankment to collect and convey seepage Access to the reservoir will be limited for security reasons

Mitigation for the reservoir impacts is planned through restoration of the RV Griffin Reserve This reservoir is the largest surface area that can reasonably be built on the site without the need for off site mitigation of on site wetland impacts

New piping to pump up to 90 MGD of raw water from the river to the reservoir and piping to transfer water from the new reservoir to the exiting reservoir is also included in the project The PROJECT includes design permitting and construction of the reservoir expansion including raw water piping improvement to improve the ability to divert raw water from the Peace River to the Reservoir

The reservoir expansion will be located on AUTHORITY property and the RV Griffin Reserve owned by the SWFWMD The land use plan presented in A Plan for the Use and Management of the RV Griffin Reserve (SWFWMD November 1996) provides a conceptual siting of a reservoir expansion

Peace River Water Treatment Plant Treatment Capacity Expansion

The current water treatment plant treatment capacity is 24 MGD The proposed expansion is anticipated to provide an additional 24 MGD of treatment capacity and result in a total capacity of 48 MGD The facility expansion is to include raw water pumping (river and reservoir) powder

activated carbon (PAC) contact basins rapid mix flocculation and sedimentation basins filters chlorine contact basins chemical feed systems above ground storage tanks high service pumping backwash recovery basins residual thickening and mechanical dewatering system instrumentation and controls The additional treatment components will be incorporated into the existing treatment scheme and supervisory control and data acquisition (SCADA) system The expansion also includes the construction of an operations center

Improvements to the river raw water pump station will include the addition of new river pumps to increase the installed diversion pumping capacity to 90 MGD consistent with the maximum day withdrawal allowed by the Authority s WUP and construction of a second 48 inch raw water pipeline from the river pumping station to the reservoir site

New pumps will be added to the existing reservoir pumping station to increase the reservoir pumping capacity to a firm capacity of 54 MGD of raw water from the reservoir to the treatment plant A new 30 inch pipeline from the reservoir pump station to the treatment plant is also planned to accommodate the increased capacity of the reservoir pumping station

DeSoto County Regional Transmission System Extension

The DeSoto County Regional Transmission System (RTS) extension will provide transmission of potable water from the Authority Water Supply Facilities to extended areas of DeSoto County The RTS extension consists of approximately 5 miles of 20 inch diameter pipeline from the Peace River Facility to an end point at U S 17 and Enterprise Drive where it connects to the DeSoto County utility system The pipeline route is adjacent to County Road 761 and U S 17 and is entirely within DeSoto County

The RTS is sized beyond DeSoto s need to provide the capacity for potential future expansion of the Authority Water Supply Facilities to locations beyond DeSoto County and future interconnection with other neighboring utilities within DeSoto and Charlotte counties Further interconnection of utility systems would enhance regional supply management and provide the opportunity to rotate and rest sources of supply

Schedule

The anticipated schedule is provided in Table 1

Table 1
Authority Water Supply Facilities Expansion
Project Schedule

	Regional Reservoir Expansion	Water Treatment Plant Expansion	DeSoto County RTS Extension
Consultant Selection	Completed	Completed	Completed
Expansion Analysis	Completed	Completed	Completed
Water Quality Master Plan Update	N/A	Completed	N/A
Basis of Design Report	September 2005	September 2005	Completed
Permitting	September 2006	September 2006	Completed
Detailed Plans and Specifications	September 2006	September 2006	Completed
Bidding	November 2006	November 2006	Completed
Award Construction Contract	December 2006	December 2006	Completed
Project Substantial Completion*	October 2008	October 2008	September 2005
Final Completion of Construction	March 2009	March 2009	September 2005

*Project Substantial Completion is the beneficial use of the facilities to produce and deliver water

Costs

The summary of probable costs (2005 dollars) is provided in Table 2

Table 2
Authority Water Supply Facilities Expansion
Summary of Probable Costs

Activity	Total Project Cost
Regional Reservoir Expansion	$49 000 000
Water Treatment Plant Expansion	$70 768 000
DeSoto County RTS Extension	$3,632,000
TOTAL REP COST	$123 400 000

The probable costs shown are hard costs for engineering services and construction The costs do not include Authority administrative costs or cost of bond issuance

EXHIBIT 'H

Water Allocation by Project

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Supply Facility (1991 Facility)	10 758	0 050	0 000	1 192
PRO Water Allocation	2 000	0 500	3 500	0 000
REP Water Allocation	3 342	0 125	9 725	1 508

EXHIBIT "I

DeSoto Existing Water Sources to Remain After Designation of the Authority as Exclusive Provider

1) Sources associated with that certain Interlocal Bulk Water and Wastewater Supply Agreement Between the City of Arcadia and DeSoto County dated January 30 2001

2) The Reverse Osmosis Facility at DeSoto Correctional Institute

3) The Reverse Osmosis Facility at the G Perce Wood Memorial Hospital Facility

EXHIBIT "J"

Peace River Regional Water Treatment Facility – Annual Capital Component Charge Redemption Provision

Annual Capital Component Charge After REP Oversized Capacity Payment made to Charlotte County of $3 287 098 00	$1 971 557 00
Monthly Capital Component Charge payable To Charlotte County beginning January 1 2006 Through and including October 1 2021	$ 164 296 42
Level Debt Service Factor based on Allocable Amount of Bond Issue related to Peace River Facility	7 491893%
Redemption value of Capital Component Charge Assuming a Series 2005 bond closing of December 14 2005 and a Level Debt Service Factor of 7 491893% (Illustrative purposed only)	$18 299 274 17

Redemption of Annual Capital Component Charge

Upon mutual agreement between the Authority and Charlotte the remaining Annual Capital Component Charges of $1 971 557 00 can be redeemed on any date at the following redemption price

The sum of the present values of the remaining scheduled Annual Capital Component Charges on a monthly basis ($164 296 42) discounted to the date of redemption on a monthly basis (assuming a 360 day year consisting of twelve 30 day months) at the Capital Component Charge for Peace River Regional Water Treatment Facility – level debt service factor based on allocable amount of 7 491893%

EXHIBIT E - Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 1.

FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT (this Amendment) is made and entered into as of the 4th day of JUNE 2008 by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY** a regional water supply authority created and existing pursuant to Sections 373 196 373 1962 and 163 01 Florida Statutes and other applicable law acting by and through its Board of Directors the governing board thereof (Authority) **MANATEE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Manatee) **CHARLOTTE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Charlotte) **DeSOTO COUNTY** a political subdivision of the State of Florida acting through its Board of County Commissioners the governing board thereof (DeSoto) **SARASOTA COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Sarasota) and the **CITY OF NORTH PORT** a municipal corporation of the State of Florida acting by and through its Board of City Commissioners the governing board thereof (North Port) (collectively Customers)

WITNESSETH

WHEREAS the Authority and Customers entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5 2005 (the Agreement) and

WHEREAS pursuant to the Agreement each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water each Customer identified that quantity of water it shall purchase from the Authority in the designated Contract Year For the initial time period through Contract Year 2013 the New Water Supply Demands in Exhibit C was the water each Customer irrevocably committed to purchase from the Authority and the Authority agreed to supply such water and

WHEREAS, at the time Customers submitted their New Water Supply Demands to the Authority in 2005 Customers were experiencing rapid population growth and intense development and

WHEREAS, the Customers have since submitted their New Water Supply Demands to the Authority in 2008 the rapid population growth and intense development previously experienced by the Customers has declined and

WHEREAS, the Agreement may only be amended by a writing duly executed by the Authority Manatee Charlotte DeSoto Sarasota and North Port and pursuant to the terms and conditions of the Agreement

NOW, THEREFORE, in consideration of the foregoing recitals Authority and the Customers hereby agree as follows

1 **Incorporation of Recitals** The foregoing recitals are true and correct and are incorporated herein by reference

2 **Amendments**

2 1 Exhibit C of the Agreement entitled New Water Supply Demands is hereby deleted in its entirety and replaced with the amended Exhibit C attached to this amendment

3 **Ratification** The terms and conditions of the Agreement as amended by this Amendment are hereby ratified and confirmed by the parties

IN WITNESS WHEREOF the Authority Manatee Charlotte DeSoto Sarasota and North Port have caused this Amendment to be executed effective as of the date first above written

IN WITNESS WHEREOF have executed this Contract on the day month and year first above written

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

PRMRWSA JUN 4 2008 BOARD APPROVED

WITNESS Linda Stewart

By Shannon Staub
Shannon Staub Chairman

Edward Yates

Date 6-4-08

Approved as to form

Attorney for Peace River Manasota Regional Water Supply Authority

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Shannon Staub to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and Shannon Staub acknowledged before me that Shannon Staub 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 4th day of June 2008

Edward Yates

Notary Public My Commission Expires

EDWARD YATES
Commission DD 760115
Expires March 17 2012
Bonded Thru Troy Fain Insurance 800-385-7019

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By _____
Thomas C D'Aprile Chairman
Date _____

ATTEST
Barbara T Scott Clerk of Circuit
Court and Ex Officio Clerk to the
Board of County Commissioners
By Anne L Fiehler
5 13 08 Deputy Clerk AGR 2005 048

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Janette S Knowlton
Janette S Knowlton County Attorney MB
LR # 08-43

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Tom D Aprile to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County and _____ acknowledged before me that TOM D'APRILE 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 14th day of May 2008

Bonnie S Stoner
Notary Public
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
Bonnie S Stoner
Commission DD447969
Expires JULY 26 2009
Bonded Thru At

EXHIBIT E - Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 1.

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS

By T Felton Garner

Carol Treadwell

Date May 16, 2008

Approved as to form

Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF FLORIDA

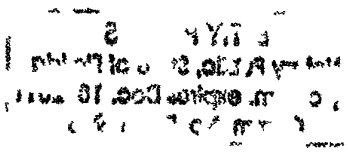
I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared T Felton Garner to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County and he 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 16th day of May 2008

Notary Public My Commission Expires

BETTY PHILLIPS
Notary Public, State of Florida
My comm. expires Dec. 18, 2011
Comm. No. DD741978

EXHIBIT E - Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 1.



MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS

_____ By _____

_____ Date 4/22/08

Approved as to form

_____
Attorney for Manatee County

ATTEST R B SHORE
CLERK OF CIRCUIT COURT
BY _____
SUSAN G ROMINE DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL MANATEE CO FLA

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared _____ to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County and _____ acknowledged before me that _____ 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 _____ day of _____ 2008

_____
Notary Public My Commission Expires

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS
Paula J Mintzman

By Shannon Stucb

Deborah Shaffer

Date 5/13/2008

Approved as to form

Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Shannon Stucb to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County and _____ acknowledged before me that _____ 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 13th day of May 2008

Roberta Ilene Benson

Notary Public My Commission Expires

ROBERTA ILENE BENSON
MY COMMISSION # DD 706512
EXPIRES August 20 2011
Bonded Thru Notary Public Under

CITY OF NORTH PORT

WITNESS
Patricia A Edwards

By _____

Vida Strong

Date April 28, 2008

Approved as to form
Robert K Rob
Attorney for City of North Port

ATTEST
Helen M Raimbeau
Helen M Raimbeau CMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared FRED E Tower III to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port and _____ acknowledged before me that _____ 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 30 day of April 2008

BETH E LEGARE
MY COMMISSION # DD743658
EXPIRES December 23 2011
1-800-3-NOTARY FI Notary Discount Assoc Co.

Beth E Legare
Notary Public My Commission Expires 12/23/11

EXHIBIT C
New Water Supply Demands

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0 000	0 000	0 000	0 000	0 250	0 250
FY09	0 000	0 000	0 000	0 000	0 250	0 250
FY10	0 000	0 032	0 000	0 000	0 250	0 282
FY11	0 000	0 123	0 000	0 000	0 250	0 373
FY12	0 000	0 279	0 000	0 000	0 250	0 529
FY13	0 000	0 409	0 000	0 000	0 400	0 809
FY14	1 658	0 539	0 000	0 000	0 500	2 697
FY15	1 658	0 763	0 000	0 000	0 500	2 921

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0 000	0 000	0 000	0 000	0 400	0 400
FY09	0 000	0 000	0 000	0 000	0 400	0 400
FY10	0 000	0 038	0 000	0 000	0 400	0 438
FY11	0 000	0 148	0 000	0 000	0 400	0 548
FY12	0 000	0 335	0 000	0 000	0 400	0 735
FY13	0 000	0 491	0 000	0 000	0 600	1 091
FY14	1 990	0 647	0 000	0 000	1 000	3 637
FY15	1 990	0 916	0 000	0 000	1 000	3 906

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0 000	0 000	0 000	0 000	0 500	0 500
FY09	0 000	0 000	0 000	0 000	0 500	0 500
FY10	0 000	0 045	0 000	0 000	0 500	0 545
FY11	0 000	0 172	0 000	0 000	0 500	0 672
FY12	0 000	0 391	0 000	0 000	0 500	0 891
FY13	0 000	0 573	0 000	0 000	1 000	1 573
FY14	2 321	0 755	0 000	0 000	1 500	4 576
FY15	2 321	1 068	0 000	0 000	1 500	4 889

Annual Average Day Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD)

Linda Stewart
9415 Town Center Pkwy
Lakewood Ranch, FL 34202

MAD

Inst. 201514004166 Date: 8/5/2015 Time: 10:56 AM
DC, Mitzie McGavic, Desoto County Page 1 of 13

SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONALWATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT ("Second Amendment") is made and entered into as of the 5th day of AUGUST, 2015, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY,** a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes, and other applicable law, acting by and through its governing board ("Authority"); **MANATEE COUNTY,** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("Manatee"); **CHARLOTTE COUNTY,** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, ("Charlotte"); **DESOTO COUNTY,** a political subdivision of the State of Florida, acting through its Board of County Commissioners, ("DeSoto"); **SARASOTA COUNTY,** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, ("Sarasota"); and the **CITY OF NORTH PORT,** a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, ("North Port") (collectively "Customers").

Recorded with Manatee County Florida Clerk Access Official Records at www.ManateeClerk.com

WITNESSETH:

WHEREAS, the Authority and Customers entered into the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 ("MWSC") and entered into a First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract on June 4th, 2008; and

WHEREAS, the Authority and Charlotte County entered into an Interlocal Agreement Resolving 1991 Rebuild Project Dispute ("Settlement") on November 25, 2014. This Settlement, in part, provides for Charlotte County and the Authority to cooperate to modify certain provisions of the MWSC including changing the definition of the term "Renewal and Replacement Costs" and modifying potions of Exhibit B entitled Water Allocation for Sarasota and City of North Port; and,

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015098517 13 PG(S)
August 07, 2015 10 51:46 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 3999 PAGE 612 PAGE: 1 OF 13
INSTR # 2372563 Doc Type: AGR
Recorded: 8/5/2015 at 12:05 PM
Rec. Fee: RECORDING $112.00
Cashier By: MICHELED

WHEREAS, pursuant to the MWSC, each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water and the quantity of water it shall purchase from the Authority in the designated Contract Year. The New Water Supply Demands in Exhibit "C" of the MWSC provides for the quantity of water each Customer is irrevocably committed to purchase from the Authority, and the Authority agrees to supply such water; and

WHEREAS, the Customers have sought to modify the MWSC to remove all request for additional water from Exhibit "C" of the MWSC; and

WHEREAS, the MWSC may only be amended by in writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and conditions of the MWSC.

NOW, THEREFORE, in consideration of the foregoing recitals, Authority and the Customers agree as follows:

1. **Incorporation of Rights**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Amendments**.

2.1 Exhibit "B" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "B" table attached to this Second Amendment.

2.2 Exhibit "C" of the MWSC, entitled "New Water Supply Demands" and previously modified by the First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract dated June 4th, 2008, is deleted in its entirety and replaced with the Exhibit "C" table attached to this Second Amendment.

2.3 The definition of Renewal and Replacement Costs at provision 1.36 of the MWSC is deleted in its entirety and replaced with the following: "1.36 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity."

2.4. Paragraph 16.7 Desoto Payment shall be deleted in its entirety and replaced with the following: "16.7 DeSoto Payment. The Authority shall collect from its

Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 20010420.008 are modified and Authority Customer's Water Allocation in Exhibit "B" is amended for more than 34.7 MGD (Annual Average Daily) or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid shall be readdressed by all Parties to the Contract."

2.5. Exhibit "A" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "A" table attached to this Second Amendment.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have caused this Second Amendment to be executed effective as of the date first above written.

IN WITNESS WHEREOF, have executed this Second Amendment on the day, month and year first above written.

WITNESS:

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

By: _____
Joan Champie, Chairman

Date: August 5, 2015

Approved as to form:

General Counsel for Peace River Manasota Regional Water Supply Authority

BOARD APPROVED

AUG - 5 2015

Peace River Manasota
Regional Water Supply Authority

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, John Chappie, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and John Chappie, acknowledged before me that John Chappie, 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 5th day of August, 2015.

Notary Public
My Commission Expires:

Ann Lee
COMMISSION # FF203768
EXPIRES: February 25, 2019
WWW.AARONNOTARY.COM

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By: William G. Truex
Chairman

Date: July 14th, 2015

ATTEST:
Barbara T. Scott, Clerk of Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: Jeanne Lanning
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton
Janette S. Knowlton, County Attorney

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Wm G. Truex, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and NA, acknowledged before me that Wm G. Truex, 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 14th day of July, 2015.

Bonnie S. Stoner
Notary Public
My Commission Expires: 7/6/17

BONNIE S. STONER
MY COMMISSION EXPIRES
July 6, 2017
#FF 020794
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:
Mandy J. Hines

MANDY J. HINES

By: _____
Chair
Date: May 26, 2015

Approved as to form:
_____
Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Gabriel Duave, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and BOCC, acknowledged before me that Gabriel Duave, 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 3rd day of June, 2015.

Jill Thompson
Notary Public
My Commission Expires:

JILL THOMPSON
Notary Public, State of Florida
My Comm. Expires Jun. 29, 2016
Commission No. EE 164393

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair
Date: June 16, 2015

ATTEST: R. B. SHORE
Clerk of Circuit Court
By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Betsy Benac, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and _____, acknowledged before me that _____, 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 16th day of June, 2015.

KATHLEEN C. ELLIS
Notary Public - State of Florida
My Comm. Expires Jun 17, 2015
Commission # EE 96572
Bonded Through National Notary Assn.

Kathleen C Ellis
Notary Public
My Commission Expires: 6-17-2015

WITNESS:

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Date: 7/14/15

Approved as to form:

Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Carolyn J. Mason, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and She, acknowledged before me that She, 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 7th day of July, 2015.

Notary Public
My Commission Expires:

JO ANN D. MANN
Notary Public - State of Florida
My Comm. Expires Jul 18, 2018
Commission # FF 104410

CITY OF NORTH PORT

WITNESS:

Beth Scott

By: Rhonda DiFranco
Mayor

Date: 6-8-15

Approved as to form:

Attorney for City of North Port

ATTEST:
Helen M. Raimbeau
Helen M. Raimbeau, MMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Mayor Rhonda Y. DiFranco, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and _____, acknowledged before me that Rhonda DiFranco 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 8th day of June, 2015.

CYNTHIA D. KELLY
MY COMMISSION # FF062012
EXPIRES: November 24, 2017

Cynthia D. Kelly
Notary Public
My Commission Expires: 11/24/17

EXHIBIT "A"

DeSoto Payment Schedule
(approved 2015)

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	$368,564	$15,889	$101,111	$34,436	$520,000
FY06	$368,564	$15,889	$101,111	$34,436	$520,000
FY07	$368,564	$15,889	$101,111	$34,436	$520,000
FY08	$368,564	$15,889	$101,111	$34,436	$520,000
FY09	$361,403	$15,424	$177,073	$44,346	$598,247
FY10	$363,140	$15,341	$244,396	$53,586	$676,463
FY11	$369,266	$15,482	$303,326	$61,927	$750,000
FY12	$369,266	$15,482	$303,326	$61,927	$750,000
FY13	$369,266	$15,482	$303,326	$61,927	$750,000
FY14	$369,266	$15,482	$303,326	$61,927	$750,000
FY15	$369,266	$15,482	$303,326	$61,927	$750,000
FY16	$369,266	$15,482	$345,541	$65,711	$796,000
Remaining Years	$369,266	$15,482	$345,541	$65,711	$796,000

EXHIBIT "B"

Water Allocation
(approved 2015)

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15.031	0.635	10.116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
FY15	16.100	0.675	13.225	2.700	32.700
FY16	16.100	0.675	15.060	2.865	34.700
Remaining Years*	16.100	0.675	15.060	2.865	34.700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
FY15	18.757	0.786	15.407	3.146	38.096
FY16	19.320	0.810	18.084	3.438	41.652
Remaining Years*	19.320	0.810	18.084	3.438	41.652

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
FY15	22.540	0.945	18.515	3.780	45.780
FY16	22.540	0.945	21.084	4.011	48.580
Remaining Years*	22.540	0.945	21.084	4.011	48.580

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).

*Remaining Years means the remaining years of the term of this MWSC.

EXHIBIT "C"
New Water Supply Demands
(approved 2015)

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT , entered into this ____ day of _____, 2024, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof ("Authority"); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Manatee"); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Charlotte"); **DeSOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof ("DeSoto"); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof ("North Port") (collectively "Customers").

WITNESSETH:

WHEREAS, the Authority was created for the purpose of developing, storing and supplying water for county and municipal purposes and exists pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrent with this Contract; and

WHEREAS, the Authority has determined that the potable water supply needs for citizens residing within Charlotte, Manatee, DeSoto and Sarasota Counties and North Port, can best be met in whole or in part by expanding the Authority Water Supply Facilities, in a cooperative and coordinated manner; and

WHEREAS, the Authority and the Customers agree it is necessary to expand Authority Water Supply Facilities to meet the future water supply needs of the Authority's Customers; and

WHEREAS, it is the intent of the Parties that this Contract govern the operation, maintenance, alteration, replacement and expansion of the Authority Water Supply Facilities; and

WHEREAS, the Authority and its Customers recognize that as a result of increased Customers' demands, the Authority Water Supply Facilities will not satisfy all future Customers' demands and the Authority has begun developing other water supplies; and

WHEREAS, Manatee has projected that it will require of potable water from the Authority by 2038; and

WHEREAS, expansions to the Authority Water Supply Facilities and the design and construction of new Authority Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds, capital contributions from the Customer(s), capital contributions from SWFWMD, or other governmental grants, or any combination thereof; and

WHEREAS, the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract, and the Authority desires to provide the Customers water according to the terms and conditions of this Contract; and

WHEREAS, recognizing the benefits provided existing and future Water Supply Sources, the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for all future Water Supply Source projects of the Authority; and

WHEREAS, the Customers desire that the Authority facilitate the transfer of Authority water among Customers, with such transfers being made through the Authority at the same Water Rate assessed by the Authority; and

WHEREAS, this Contract is intended to constitute the entire agreement between the Authority and Manatee, Charlotte, DeSoto, Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth, the Authority and the Customers intending to be legally bound hereby agree as follows:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Contract and in the attached exhibits shall have the following meanings:

1.1 Annual Average Daily Quantity. The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation.

1.2 Authority. The Peace River/Manasota Regional Water Supply Authority.

1.3 Authority Board. The Authority's governing body.

1.4 Authority Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply.

1.5 Authority Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by the Authority.

1.6 Available Water. That portion of a Customer's Water Allocation that is temporarily available to other Customers through the Redistribution Pool.

1.7 Base Rate Charge. For any Contract Year, the rate established by resolution of the Authority for payment of the Authority Obligations, Bond Coverage Costs, Debt Service Costs, Hydraulic Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities. The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding, operating, repair and replacement, maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water, if any, being produced or delivered by the Authority, with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation.

1.8 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.

1.9 Capital Improvement Plan. A running five-year plan amended and approved annually by the Authority Board of Directors for projects and capital expenditures.

1.10 Capital Needs assessments. A running twenty-year plan amended and approved annually by the Authority Board of Directors identifying projects and expected project funding required to meet regional goals during the 20-year planning horizon.

1.11 Conservation Rate. For any Contract Year, the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit "B".

1.12 Contract. The original Master Water Supply Contract entered into by the Parties on October 5, 2005, as amended hereby.

1.13 Contract Year. The period between execution of the Contract and September 30, 2021, and each fiscal year of the Authority (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.

1.14 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.

1.15 Customer Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by Manatee, DeSoto Charlotte, Sarasota or North Port

1.16 Debt Service Cost(s). For any Contract Year, all costs including reserve or coverage requirement, if any, incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments, interest payments, redemption premiums, if any, and service charges with respect to payment of Obligations.

1.17 Delivery Point(s). The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation. The existing Delivery Point(s) for each Customer is attached hereto as Exhibit "D." Delivery Points may be changed or added, if there is available hydraulic capacity in the pipeline, by agreement of the Customer and Authority and an exhibit of all current Delivery Points shall be maintained by the Authority.

1.18 DeSoto Payment. For any Contract Year, an amount included in the Water Rate, transmitted by the Authority to DeSoto in the amounts set forth on Exhibit" A" for the term of the Contract.

1.19 Exclusive Provider Customer. A subset of Customers that designate the Authority as its exclusive provider of new potable water supply in this MWSC.

1.20 Financing Documents. Any resolution or resolutions of the Authority, as well as any indenture of trust, trust agreement or similar document relating to the issuance or security of the Obligations.

1.21 Fixed Operating and Maintenance Costs. All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation, maintenance, management, security and development of the Authority Water Supply Facilities.

1.22 Hydraulic Capacity Entitlement. Hydraulic Capacity Entitlement is depicted as a percentage of the then existing hydraulic capacity of the specified pipeline. The existing

Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit "E." Hydraulic Capacity Entitlement may be changed by agreement of the Customer and Authority and an exhibit of all current Hydraulic Capacity Entitlements by Customers shall be maintain by the Authority.

1.23 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers' Hydraulic Capacity Entitlement.

1.24 Maximum Daily Quantity. The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation.

1.25 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.

1.26 MGD. Million gallons per day.

1.27 New Authority Water Supply Demands. The request and commitment by contract between a Customer and the Authority for the provision of Authority Water Supply Source. The Authority shall maintain a current tabulation of Water Allocation allotted to each Customer.

1.28 Obligation(s). A series of bonds or other evidence of indebtedness, including but not limited to, Financing Documents, notes, commercial paper, capital leases or any other debt of the Authority issued or incurred.

1.29 Operating and Maintenance Cost(s). For any Contract Year, all costs budgeted and reserves established by the Authority for operating, maintaining and securing the Authority Water Supply Facilities during such Contract Year, including, but not limited to: a) personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; b) the general and administrative costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; c) minor capital expenditures of the Authority for items such as tools, parts, and other equipment and vehicles necessary for the operation, maintenance and security of the Authority Water Supply Facilities; and, d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities.

1.30 Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.

1.31 Peak Month Average Daily Quantity. Authority during the calendar month of the Customer's highest water use, divided by the number of days in that month and expressed in MGD as set by the Customer's Water Allocation.

1.32 Permits. All licenses, permits, authorizations or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient for the acquisition, construction, expansion and operation of Authority Water Supply Facilities and Authority Water Supply Sources, including but not limited to any general water use permit, temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity.

1.33 PRO. The Amended Peace River Option Water Supply Contract dated March 8th, 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity

1.34 Redistribution Pool. A depository of each Customer's Available Water for any Contract Year for purchase by all Customers.

1.35 Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes, real property, interest in real property, fixtures and personal property. Regional Transmission System does not include the Aquifer, Storage and Recovery ("ASR") system or its connecting piping.

1.36 Regional Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment system, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority, excluding the Regional Transmission System.

1.37 Renewal and Replacement Charges. The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The charges will be established to satisfy the requirements of the Authority's Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities. Renewal and Replacement Charges do not include capital expenditures

associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.

1.38 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade, and betterment of the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.

1.39 Renewal and Replacement Fund. The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority. The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority.

1.40 Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed October 5, 2005.

1.41 System Capacity. The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD.

1.42 Variable Operating and Maintenance Costs. All operating and maintenance costs and expenses of the Authority for the operation, maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority, including, but not limited to, power, chemicals and water purchases.

1.43 Water Allocation. The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit "B" as increased from time to time pursuant to Section 8.

1.44 Water Rate. For any Contract Year, the rate established by resolution of the Authority for the sale of water, which, to the extent applicable, shall be comprised of a Base Rate Charge, the DeSoto Payment, and a Water Use Charge.

1.45 Water Supply Emergency. A loss or reduction in System Capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by resolution by the Authority Board.

1.46 Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by Charlotte, DeSoto, Manatee. North Port, Sarasota or the Authority and used for the provision of potable water supply.

1.47 Water Use Charge. For any Contract Year, the rate established by the Authority for payment of the Variable Operating and Maintenance Costs. This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer.

2. **TERM.** The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty-fifth (35th) anniversary of the execution date falls. The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty-five (35) years, said extension to expire on the last day of the Contract Year in which the seventieth (70th) anniversary of the execution date falls. Such option must be exercised at least two (2) years prior to expiration. If during the Contract term, the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above, the Contract will automatically be extended to include the last payment date of such additional Obligations. Before the expiration of this Contract, the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract's expiration date to meet the overall intent of the Authority to provide regional drinking water.

3. **AUTHORITY CAPACITY.** The Authority is authorized to maintain capacity of the Authority Water Supply Facilities.

4. **INTANGIBLE ASSETS OF THE CUSTOMERS.** Each Customer's Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer's utility system pursuant to the terms and conditions of the Contract.

5. **FUNDING FROM SWFWMD.** All Parties shall support obtaining the maximum amount of funding from SWFWMD for any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.

6. **REPRESENTATION OF THE PARTIES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port make the following representations:

6.1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.

6.2 Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by it a) has been duly authorized by its governing board; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters for Authority financed projects; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected except as provided herein under Sections 11.5 and 11.6.

6.3 This Contract has been duly entered into and delivered by the respective governing boards and, as of the date of its full execution by all Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

6.4 There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party which is not resolved by the execution of this Contract, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or

which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

7. **DELIVERY OF WATER.** During each Contract Year, the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract. Customers shall pay for and the Authority shall timely develop and deliver new Authority Water Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 8 and 9 herein.

7.1 Allocation. The Authority shall be required to deliver water for a Customer's water demand from its Water Allocation. Future Water Allocations will be delivered only in accordance with a Customer's New Water Supply Demands in Exhibit "C" as modified by projected water demands pursuant to Section 8 herein. If a Customer meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer's permittable future potable water demand in its Water Allocation and New Water Supply Demands.

7.2 Limitation of Allocation. The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable Permits. If, at any time, there is insufficient potable water available to fully meet the Water Allocations described above for any reason, then the Customers shall have their Water Allocations reduced on a pro-rata basis.

7.3 Delivery Point. The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified and maintained by the Authority. Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).

7.4 Exceedance of Delivery Schedule. Subject to Section 7.5 herein, in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity, its Maximum Daily Quantity, and/or its Annual Average Daily Quantity of its Water Allocation, the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution. During emergency conditions as declared by resolution of the Authority Board, the Authority shall not charge the Conservation Rate for water delivery in excess of the

Water Allocation. Exclusive Provider Customer water allocation is determined by the Authority; therefore, Exclusive Provider Customer(s) shall not be assessed exceedance charges.

7.5 Authority Water Transfers. All Authority water transfers shall be provided solely through the Authority. As part of the New Water Supply Demands process set forth below, each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years. The Authority shall then determine the total Customer demands for Authority Water. The Authority shall determine the difference between each Customer's Water Allocation and projected water demands for the next ten (10) years on an annual basis. By February 15 of each year, the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation, if any, above the Authority's projected water demands for each of the next ten (10) years. Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water, either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities, if any, for each of the next ten (10) years. If the Customer supplies alternative Available Water quantities, this quantity shall be placed in the Redistribution Pool. Failure of a Customer to respond within thirty (30) days shall result in that Customer's Available Water quantity as determined by the Authority, being transferred into the Redistribution Pool. Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool. The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years. Each year shall have a separate Redistribution Pool of water quantities designated. A receiving Customer's failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract. The Authority shall not transfer more water than the amount of Available Water in the Redistribution Pool. Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract.

7.5.1 Assignment and Payment. The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract. Customers may request

Available Water from the Redistribution Pool for the corresponding time frame of their need for additional water. If there is more demand for water than there is Available Water in a given year, the Authority shall distribute the water on pro-rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue.

7.5.2 Payment. Payment adjustments to the Customers supplying Available Water shall be on a pro-rata basis, based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool.

7.5.3 Assessment of Conservation Rate. Only for purposes of calculating the assessment of the Conservation Rate, the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity.

7.6 Water Supply Emergency. The Authority and its Customers shall seek the interconnection of the Authority Water Supply Facilities with other water supply facilities in the region and the Authority's Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions. The Authority and its Customers shall make available capacity, if any, in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity. In a Water Supply Emergency, Conservation Rates, inclining block rates, or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency.

8. **FUTURE WATER SUPPLY PROCEDURE.** It is the intention of the Parties that this Section set forth the manner in which each Customer will request, and the Authority will provide, future water supply from the Authority Water Supply Facilities. The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead-time for planning and development of Authority Water Supply Sources to meet New Water Supply Demands.

8.1 No later than January 15th of each Contract Year, each Customer shall submit to the Authority a report which identifies the following:

(i) Total projected water demand by Contract Year for the next 20 years ("Total 20 Year Demand");

(ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill ("Authority Supplied Water") in terms of Annual Average Daily Quantity, Peak Month Average Daily Quantity and Maximum Daily Quantity; and

1. (iii) The basis for each projection.

The Authority shall review, coordinate, and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board. The Authority shall also report to the Customers and Authority Board, its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty-year planning period. The Authority shall use this data, as well as other population and water demand data, as a basis for the planning and development of Authority Water Supply Sources to meet New Water Supply Demands. Each Customer may modify its Total 20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing, subject to the provisions in this Section.

8.2 By submitting its projections for Authority Supplied Water, each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands as modified at Exhibit "C" shall be the water each Customer irrevocably commits to purchase from the Authority, and the Authority agrees to supply such water. After Contract Year 2013, by submitting its projection for Authority Supplied Water each Customer agrees to purchase, and the Authority agrees to supply, that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand. Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water. However, unless it otherwise has excess water capacity available, the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period. Annually, the Authority shall issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit "C" for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers.

8.3 The parties acknowledge that the planning, permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands. Therefore, the Authority will, from time to time, develop new Authority Water Supply

Sources with water quantities that exceed immediate Customer demands. Upon the Authority determination to develop a specific Authority Water Supply Source, the Authority shall assign a proportionate share of the new Authority Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Authority Water Supply Source project quantity to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro-rata based on their proportionate New Water Supply Demands at the time when the new Authority Water Supply Source Water Allocation would be fully utilized. For example, in year 2026, the Authority designates a new Authority Water Supply Source project for 6 MGD to provide water by 2028. The total of New Water Supply Demands does not exceed 6 MGD until 2030, when it is 6.7 MGD. The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A's New Water Supply Demand of 2.3 MGD for 2030 divided by the total of all the Customers' New Water Supply Demands of 6.7 for 2030 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Authority Water Supply Source project, it shall issue addendum to the following: (1) to increase and update the Water Allocation table at Exhibit "B;" (2) to update the cost allocation percentages table at Exhibit "F" to show the new project's cost allocation percentages. The Customers may only be assigned a Water Allocation for their New Water Supply Demands. All costs associated with a new Authority Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the Customers receiving the Water Allocations of the new Authority Water Supply Source project.

9. **DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER.** Notwithstanding the foregoing and pursuant to Section 8.1 of the Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider Customer. DeSoto agrees not to develop any additional Customer Water Supply Sources beyond those currently existing identified in Exhibit "I" unless as a joint project with the Authority. If DeSoto meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permittable future potable water demand as outlined herein. The Authority is free to meet DeSoto's water demands by any means it deems fit, including but not limited to using water from

the Redistribution Pool or assignment of Water Allocation to meet DeSoto's demands and assigning the associated cost of constructing that portion of new Authority Water Supply Sources to DeSoto as outlined herein.

9.1 Exclusive Provider Customer Water Allocation. DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs. For New Water Supply Demands, DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 8; however, the Authority shall use DeSoto's projections as well as other data collected by the Authority to set DeSoto's New Water Supply Demands for each Contract Year. DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto's water demand to its assigned Water Allocation. This Water Allocation shall be used to determine DeSoto's Base Rate Charge and other share of costs in the same manner as all other Customers. Nothing in Section 9 shall allow the Authority to assign all or any portion of another Customer's Water Allocation to DeSoto.

9.2 Exclusive Provider Customer Water Allocation for the Redistribution Pool. The Authority may designate any portion of the DeSoto's Water Allocation as part of the Redistribution Pool.

10. **SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS.** Upon full execution of this Contract, this Contract shall supersede and replace the Peace River/Manasota Regional Water Supply Authority Water Supply Contract dated October 5, 2005.

11. **WATER RATE.** For each Contract Year, each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board.

11.1 Rate Setting. In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority. The Authority shall charge and collect rates that are reasonable and just for all Customers. The rates are

not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state. Until 2028 when debt service payments for the PRO are fulfilled, in determining a Customer's Water Rate, the Authority shall allocate to each Customer, a Base Rate Charge as follows: (1) the Base Rate Charge for 15 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit "F", (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages set forth on Exhibit "F", and (3) the Base Rate Charge for the 14.7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit '"F". After the Debt Service is paid for the 1991 Facility and the PRO, all Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith, such as reserves, coverages, expansion of existing water supply, or the fixed water purchase costs associated with a new Authority Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate. Provided, however, any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and, in such event, the Debt Service Costs component of the Water Rate shall be adjusted accordingly.

11.2 Customer Financing. Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source. The entire payment for a Customer's proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing. The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing. To the extent not inconsistent with the Financing Documents, the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Authority Water Supply Source (including the REP) shall be adjusted to remove that Customer's Debt Service Costs attributed to the Customer's Water Allocation corresponding to the payment by the Customer for that new Authority Water Supply Source or expansion.

11.3 Accounting, Audits and Adjustments. The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to

governmental owned and operated water utilities. On an annual basis, the Authority shall provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits.

11.4 Water Charge to Customers. Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced. The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice. Failure to pay monies shall create a debt with respect to the non-paying Customer's utility system. A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract. Upon thirty (30) days written notice, the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer's Water Allocation in whole or in part to another Customer in good standing, for the remaining term of this Contract.

11.5 Source of Payments. Each Customer's obligation to pay any monies due under this Contract does not constitute general indebtedness. Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion, alteration, improvement, replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section. Each of the Customers, however, shall and do hereby covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract.

11.6 DeSoto Payment. The Authority shall collect from its Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420.11 are increased or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid to DeSoto shall be presented to all Parties to this Contract for approval.

12. **FUNDING FOR MANAGEMENT AND PLANNING**. It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner

determined by the Authority Board, and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government, including but not limited to the Florida Department of Environmental Protection, the Southwest Florida Water Management District and appropriate utilities and agencies.

13. **DEVELOPMENT OF FUTURE WATER SOURCES.** The Authority and its Customers shall develop new Water Supply Facilities as follows:

13.1 General. The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers as shown in their New Water Supply Demands which will reflect the Water Allocation at the determination of the Authority for Exclusive Customer(s).

13.2 Procedures for New Authority Water Supply Facilities. The Authority shall have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire, develop, construct or operate new Authority Water Supply Facilities. For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port, North Port shall be the sole entity that grants or denies consent to the Authority.

13.2.1. The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities within its jurisdiction. If a Customer denies consent, the Customer's notification shall provide an explanation of the reasons for denial.

13.2.2. Upon notification of denial by a Customer to the Authority, a meeting between the staff of the Authority and the Customer shall be held within forty-five (45) days of the notification of denial. This meeting shall be organized and scheduled by the Authority. During this meeting, the staff of the Authority and the Customer shall attempt to reach an agreement to grant

consent to the Authority to acquire, develop, construct or operate new Authority Water Supply Facilities within the Customer's jurisdiction.

13.2.3. If no agreement is reached within forty-five (45) days of notification of denial, the Authority and the Customer shall participate in mediation, the costs of which shall be equally divided between them. The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator. If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 13.2.2., the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium. Upon the selection of a mediator, the Authority and the Customer shall schedule mediation to occur within fourteen (14) days. Mediation shall be completed within forty-five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer. Subsections (b), (c), (d), and (e) of Rule 1.720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings. Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body. In the event of any breach or failure to perform mediation under this section, the Authority or Customer may seek appropriate remedies to mandate this mediation process.

13.2.4. If consent to the Authority by a Customer is not agreed to at the mediation, the Authority shall withdraw the Permit application or request for Permit transfer.

13.3 Procedure for the Authority's Customers. Whenever a Customer ("Applicant Customer") intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer, the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer ("Host Customer") in whose jurisdiction the Water Supply Facilities are located or will be located. Such notification shall be given no less

than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire, develop, construct or operate the Water Supply Source within its jurisdiction. If a Host Customer denies consent, the Host Customer's notification shall provide an explanation of the reasons for denial. The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer.

14. **HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION SYSTEM.** Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point. Each Customer's current Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit "E". A Customer's Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority. On an annual basis, the Authority shall update and maintain a current tabulation of all Customer Hydraulic Capacity Entitlement and Authority hydraulic capacity in pipelines. All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will by the sole responsibility of the Customer(s) benefiting from such facilities. If more than one Customer uses the same transmission segment as designated by the Authority, then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost.

14.1 In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System, and the capacity percentage of which has been fully allocated, the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated. In the event the Authority modifies the Hydraulic Capacity Entitlement, the application of all future service rates and charges will be adjusted accordingly.

15. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AUTHORITY.** The Authority hereby represents, warrants and covenants to the Customers as follows:

15.1 System Operation. Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority. The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the Authority, to satisfy all the Authority's Obligations, to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents, to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract. The Authority shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to, those imposed by the Florida Department of Environmental Protection, the Southwest Florida Water Management District, the State of Florida Department of Health and the United States Environmental Protection Agency. If new regulatory requirements necessitate capital improvements or budget amendments, the Authority shall take all necessary actions to accomplish the same. The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same, which arise out of or are solely created through: (1) material errors or omissions by its personnel and agents in the day-to-day operations of the Authority Water Supply Facilities; or (2) the failure of the Authority to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit. The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority.

15.2 Water Quality. The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s). The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water, which are applicable to water produced, stored and transported at and through the Authority Water Supply Facilities.

15.3 Water Measurement. The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers. The Authority shall own and maintain the meters at all Delivery Point(s). The Authority shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of standard make and type, installed at a readily accessible location, and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The Authority will check the accuracy of the meters annually, provide a report regarding the condition, accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration. Upon request and at the expense of the Customer, the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacture's standards and where appropriate conduct the test as a field test. The Customers may be present when the meters are checked for accuracy, and the test records shall be made available for inspection by the Customers upon reasonable request. If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer, the meter will be assumed to have been inaccurate from the mid-point of the time since the last annual inspection, or the last calibration, or the last independently certified test, or the last six (6) months whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period.

15.4 Permits. The Authority shall use its best efforts to obtain all Permits necessary to provide the Customers with water in accordance with the Water Allocations, New Water Supply Demands and its duty to its Exclusive Provider Customer(s).

15.5 Financing the Authority Water Supply Facilities. The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing, acquiring, operating, maintaining, repairing, replacing or upgrading the Authority Water Supply Facilities.

15.6 Acquisition of Real Property. The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion, construction, management and operation of the Authority Water Supply Facilities. The Authority shall

retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities.

15.7 Water Pressures. The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery pointe(s) to the Customer unless a different pressure is specified in Exhibit "D". The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority's control.

15.8 Priority of Payment. All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority:

FIRST: To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations;

SECOND: To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations;

THIRD: To the payment of the renewal and replacement costs;

FOURTH: To the payment of the DeSoto Payment;

FIFTH: To the payment of any charges or Obligations due and owing by the Authority.

16. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTOMERS.** The Customers hereby represent, warrant and covenant to the Authority as follows:

16.1 Irrevocable Commitment to Pay. The Customers recognize that circumstances, such as equipment maintenance or failure, construction delays, failure to obtain Permits, limitations on Permits, transmission line ruptures or defects, acts of God, etc., may prevent the performance by the Authority of its obligations pursuant to this Contract. Under such circumstances, the Customers shall continue to pay their respective Water Rate throughout the term of this Contract. Said payments by the Customers shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Authority will construct additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations, warranties and covenants of the Customers set forth in this Contract.

16.2 Acquisition of Real Property. Subject to Section 13 herein, the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct, manage and operate the Authority Water Supply Facilities and Authority Water Supply Sources.

16.3 Utility System Charges. The Customers shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their water utility systems as shall-be necessary to fund the timely payment of their respective obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems.

16.4 Cooperation on Permits. Subject to Section 13 herein, for the construction and operation of the facilities necessary for future Authority Water Supply Sources and Authority Water Supply Facilities, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.

16.5 Cooperation on the Projects. The Customers shall promptly cooperate with the Authority in property acquisition or other actions necessary for operating or expanding Authority Water Supply Facilities.

16.6 Utility System Operation and Maintenance Account. Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract. At all times during the term of this Contract, the Customers' obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and. shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees, if appropriate; provided, however, that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder. For the purpose of paying their obligations and liabilities under this Contract, Customers may utilize, in addition to their water utility operation and maintenance accounts, facility investment fees or other capacity fees as identified in their adopted rate resolutions.

16.7 Cooperation on Issuance of Authority Obligations. Each Customer shall cooperate with the Authority in issuance of the Authority's Obligations. In such connection, each Customer and the Authority shall comply with reasonable requests of each other and will, upon request, do as follows: (i) make available general and financial information about itself; (ii) consent to publication and distribution of its financial information; (iii) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (iv) make available certified copies of official proceedings; (v) provide reasonable certifications to be used in a transcript of closing documents; and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract, and pending litigation which could materially affect its performance hereunder. Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority's Obligations for purposes of federal income taxation. Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations, including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75, Florida Statutes.

16.8 Payment for Obligations. If a Customer defaults on the payment of its Water Rate established pursuant to this Contract, each non-defaulting Customer shall have the option to take the defaulting Customer's pro-rata share (based of each Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer's Water Allocation within sixty (60) days of notice of the defaulting Customer's Water Allocation from the Authority. If any of the defaulting Customer's Water Allocation remains after the expiration of sixty (60) days notice period, then each non-defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default. Any portion of the defaulting Customer's Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water

capacity; however, these actions shall not relieve the defaulting Customer of its payment obligation to the Authority.

17. **PLEDGE OF CONTRACT REVENUES.** The Authority may pledge any payments, interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the Authority Water Supply Source or other projects of the Authority Water Supply Facilities.

18. **NORTH PORT'S OPTION TO BECOME A MEMBER.** If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement, adds a municipality as an Authority Member Government, then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member. North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member.

19. **RE-RATING REGIONAL WATER SYSTEM.** To the extent that any component of the Regional Water System is re-rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity), then each Customer's corresponding Water Allocation will be adjusted pro-rata on a basis consistent with the Cost Allocation percentage of each Customer as of the date of the re-rating occurs. The Authority agrees not to initiate a re-rating process with the intent to reduce System Capacity. For example, a Customer with a Water Allocation of 10 would receive an increase in Water Allocation of 100,000 gallons per day for a 1,000,000 gallon per day re-rating increase. To the extent that the re-rating of the Regional Water System results in the incurrence of additional capital expenditures, the Authority will notify the affected Customers of such expenditures. The expenditures required for and the associated re-rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re-rating. If a Customer does not participate in the re-rating, then the change in Water Allocation and the expenditures will be allocated pro-rata to the participating Customers in accordance with their Water Allocation. All expenditures associated with re-rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract. To the extent any increase in Water Allocation is not allocated to the Customers, it shall be held as Authority capacity that may be placed in the Redistribution Pool.

20. **DEFAULT AND REMEDY.** Recognizing the region's paramount need for a safe and dependable source of water supply, the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

21. **DESIGNATION AS REPRESENTATIVE AND CO-APPLICANT STATUS.** The Authority and the Customers shall be co-applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources. Subject to Section 13 herein, the Customers shall waive all objections to the Permit applications relating to the acquisition, operation, replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal, state, or regional governmental entity. The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto.

22. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida govern the validity, interpretation, construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County, Florida.

23. **NO ASSIGNMENT.** The rights, obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold, assigned, transferred, pledged or hypothecated unless approved in writing by all Parties.

24. **NOTICE.** All notices, demands, requests and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, sent by certified or registered mail, or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices demands, requests or other communications are sent by mail or overnight delivery, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered: The Authority's Executive Director's Office, 9415 Town Center Parkway, Lakewood Ranch,, Florida 34202; the Charlotte County Administrator's Office, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094; Manatee County Administrator's Office, Manatee County Administration Center, 1112 Manatee Avenue West, Suite 920, Bradenton, Florida 34205; the DeSoto County Administrator's Office, 201 East Oak Street, Arcadia, Florida 34266; the Sarasota County Administrator's Office, 1660 Ringling

Boulevard, Sarasota, Florida 34236; and the North Port City Manager's Office, 4970 City Hall Boulevard, North Port, Florida 34286. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

25. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be deemed to constitute any Party a partner or joint venturer, or to create any fiduciary relationship among the Parties.

26. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Contract, except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract.

27. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

28. **AUTHORIZED REPRESENTATIVES.** For purposes of this Contract, the Parties authorized representatives are as follows: the Authority Executive Director, the Charlotte County Administrator, the DeSoto County Administrator, the Manatee County Administrator, the Sarasota County Administrator, and the City of North Port City Manager. Any Party may change its authorized representative at any time by written notice to all other Parties.

29. **SECTION CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Contract.

30. **SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Contract or such other appropriate actions as shall, to the maximum extent practicable in the light of such

determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

31. **ATTORNEYS FEES AND COST.** In the event there is litigation arising under or related to this Contract, the losing Party or Parties shall pay to the successful Party or Parties all attorney's fees and costs and expenses incurred in enforcing the Contract, including attorneys' fees incurred on appeal, in adversarial administrative proceedings and in connection with bankruptcy proceedings, to the extent allowed by law. This provision shall survive the termination of this Contract.

32. **AMENDMENT.** This Contract may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations.

33. **ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement of the Authority, Charlotte, Manatee, DeSoto, Sarasota, and North Port with respect to the Authority's provision of drinking water supply.

34. **FURTHER ASSURANCES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

35. **CONSENTS.** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

36. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port.

37. **EXECUTION OF DOCUMENTS.** This Contract shall be executed in fifteen (15) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

38. **INTERLOCAL AGREEMENT.** This Contract shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee, Charlotte, DeSoto and Sarasota.

39. **AMBIGUITY.** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each Party.

40. **SOVERIGN IMMUNITY.** The Customers intend to avail themselves to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(0), Florida Statutes, therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

41. **CONFLICT WITH INTERLOCAL AGREEMENT.** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement, the provision in the Second Amended Interlocal Agreement shall be controlling.

42. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

43. **WATER PURCHASE.** The Customers shall have a preferential right to purchase water from the Authority. The Authority may purchase water from any source available.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have executed this Contract on the day, month and year first above written.

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

WITNESS:

_____ By: _____

_____ Date: _____

Approved as to form:

_____
Attorney for Peace River/Manasota
Regional Water Authority

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River/Manasota Regional Water Supply Authority, and acknowledged before me that he/she 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 _____ day of _____, 20__.

_____
Notary Public
My Commission
Expires: _____

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By:_____
Chairman
Date:_____

ATTEST:
_____, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By:_____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Attorney for Charlotte County

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and _____, acknowledged before me that _____, 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 ____ day of _____, 20___.

_____
Notary Public
My Commission Expires:

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

_____ By:_____
Chairman

_____ Date:_____

Approved as to form:

_____
Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and _____, acknowledged before me that _____, 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 ____ day of _____, 20___.

_____
Notary Public
My Commission Expires:

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

_____ By:_____
Chair

_____ Date:_____

Approved as to form:

_____
Attorney for Manatee County

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and _____, acknowledged before me that _____, 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 ____ day of _____, 20__.

_____
Notary Public
My Commission Expires:

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

_____ By:_____
Chair

_____ Date:_____

Approved as to form:

_____
Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and _____, acknowledged before me that _____, 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 ____ day of _____, 20___.

_____
Notary Public
My Commission Expires:

CITY OF NORTH PORT

WITNESS:

_____ By:_____

_____ Date:_____

Approved as to form:

_____
Attorney for City of North Port

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and _____, acknowledged before me that _____, 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 ____ day of _____, 20___.

_____
Notary Public
My Commission Expires:

Exhibit "A" – DeSoto Payment Schedule
(approved _____2024)

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Manatee County	Total
FY 2024	$369,266	$15,482	$345,541	$65,711	$0	$796,000
FY 2025	$369,266	$15,482	$345,541	$65,711	$0	$796,000
FY 2026	$306,214	$140,892	$381,736	$46,157	$62,500	$937,500
FY 2027	$459,322	$211,338	$572,604	$69,236	$93,750	$1,406,250
FY 2028	$637,703	$293,412	$794,980	$92,630	$130,159	$1,952,379
FY 2029	$638,317	$306,545	$789,876	$92,630	$369,853	$2,197,220
FY 2030	$666,988	$335,215	$818,547	$92,630	$398,523	$2,311,903
FY 2031	$695,659	$363,886	$847,217	$92,630	$427,194	$2,426,586
FY 2032	$724,329	$392,557	$875,888	$92,630	$455,865	$2,541,269
FY 2033	$753,000	$421,228	$904,559	$92,630	$484,536	$2,655,952
FY 2034	$781,671	$449,898	$933,229	$92,630	$513,206	$2,770,634
FY 2035	$810,341	$478,569	$961,900	$92,630	$541,877	$2,885,317
FY 2036	$839,012	$507,240	$990,571	$92,630	$570,548	$3,000,000
Remaining Years	**$839,012**	**$507,240**	**$990,571**	**$92,630**	**$570,548**	**$3,000,000**

Exhibit "C" – New Water Supply Demands

Annual Average Daily Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.295	0.000	1.500	0.000	1.795
2029	0.000	0.343	0.000	4.000	2.000 (0.000)*	6.343 (4.343)*
2030	0.000	0.384	0.000	4.000	2.000 (0.000)*	6.384 (4.384)*
2031	1.000	0.500	0.000	4.000	2.000 (0.000)*	7.500 (5.500)*
2032	2.000	1.000	0.000	4.000	2.000 (0.000)*	9.000 (7.000)*
2033	3.000	1.000	0.000	12.000 (14.000)*	2.000 (0.000)*	18.000

EXHIBIT G - Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 3

Peak Month Average Day Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.354	0.000	1.800	0.000	2.154
2029	0.000	0.412	0.000	4.800	2.400 (0.000)*	7.612 (5.212)*
2030	0.000	0.461	0.000	4.800	2.400 (0.000)*	7.661 (5.261)*
2031	1.200	0.600	0.000	4.800	2.400 (0.000)*	9.000 (6.600)*
2032	2.400	1.200	0.000	4.800	2.400 (0.000)*	10.800 (8.400)*
2033	3.600	1.200	0.000	14.400 (16.800)*	2.400 (0.000)*	21.600

Maximum Daily Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.413	0.000	2.100	0.000	2.513
2029	0.000	0.480	0.000	5.600	2.800 (0.000)*	8.880 (6.080)*
2030	0.000	0.538	0.000	5.600	2.800 (0.000)*	8.937 (6.136)*
2031	1.400	0.700	0.000	5.600	2.800 (0.000)*	10.500 (7.700)*
2032	2.800	1.400	0.000	5.600	2.800 (0.000)*	12.600 (9.800)*
2033	4.200	1.400	0.000	16.800 (19.600)*	2.800 (0.000)*	25.200

"*" North Port New Authority Water Supply Demands shall be 0 MGD if written notification approved by the North Port City Council requesting 2 MGD of additional New Authority Water Supply Demands is not received by the Authority by 11/15/2024. Quantities identified in ( )* reflect provisional 2 MGD of North Port's New Authority Water Supply Demands transferring to Sarasota County if the City of North Port elects not to participate by the date stated.

Exhibit "B" Water Allocations

Annual Average Day Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
FY24	16.100	0.675	0.000	15.060	2.865	34.700
FY25	16.100	0.675	0.000	15.060	2.865	34.700
FY26	16.100	0.675	0.000	15.060	2.865	34.700
FY27	16.100	0.675	0.000	15.060	2.865	34.700
FY28	16.100	0.970	0.000	16.560	2.865	36.495
FY29	16.100	1.018	0.000	19.060	4.865 (2.865)*	41.043 (39.043)*
FY30	16.100	1.059	0.000	19.060	4.865 (2.865)*	41.084 (39.084)*
FY31	17.100	1.175	0.000	19.060	4.865 (2.865)*	42.200 (40.200)*
FY32	18.100	1.675	0.000	19.060	4.865 (2.865)*	43.700 (41.700)*
FY33	19.100	1.675	0.000	27.060	4.865 (2.865)*	52.700
Remaining Years	19.100	1.675	0.000	27.060 (29.060)*	4.865 (2.865)	52.700

EXHIBIT G - Peace River/Manasota Regional Water Authority Master Water Supply Contract – Amendment No. 3

Peak Month Average Day (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
FY24	19.320	0.810	0.000	18.084	3.438	41.652
FY25	19.320	0.810	0.000	18.084	3.438	41.652
FY26	19.320	0.810	0.000	18.084	3.438	41.652
FY27	19.320	0.810	0.000	18.084	3.438	41.652
FY28	19.320	1.164	0.000	19.872	3.438	43.794
FY29	19.320	1.222	0.000	22.872	5.838 (3.438)*	49.251 (46.851)*
FY30	19.320	1.271	0.000	22.872	5.838 (3.438)*	49.301 (46.908)*
FY31	20.520	1.410	0.000	22.872	5.838 (3.438)*	50.640 (48.240)*
FY32	21.720	2.010	0.000	22.872	5.838 (3.438)*	52.440 (50.040)*
FY33	22.920	2.010	0.000	32.872 (34.872)*	5.838 (3.438)*	63.240
Remaining Years	22.920	2.010	0.000	32.872 (34.872)*	5.838 (3.438)*	63.240

Maximum Day (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
FY24	22.540	0.945	0.000	21.084	4.011	48.580
FY25	22.540	0.945	0.000	21.084	4.011	48.580
FY26	22.540	0.945	0.000	21.084	4.011	48.580
FY27	22.540	0.945	0.000	21.084	4.011	48.580
FY28	22.540	1.358	0.000	23.184	4.011	51.093
FY29	22.540	1.425	0.000	26.684	6.811 (4.011)*	57.460 (54.660)*
FY30	22.540	1.483	0.000	26.684	6.811 (4.011)*	57.517 (54.778)*
FY31	23.940	1.645	0.000	26.684	6.811 (4.011)*	59.080 (56.280)*
FY32	25.340	2.345	0.000	26.684	6.811 (4.011)*	61.180 (58.380)*
FY33	26.740	2.345	0.000	37.884 (40.684)*	6.811 (4.011)*	73.780
Remaining Years	26.740	2.345	0.000	37.884 (40.684)*	6.811 (4.011)*	73.780

"*" North Port New Authority Water Supply Demands shall be 0 MGD if written notification approved by the North Port City Council requesting 2 MGD of additional New Authority Water Supply Demands is not received by the Authority by 11/15/2024. Quantities identified in ( )* reflect provisional 2 MGD of North Port's New Authority Water Supply Demands transferring to Sarasota County if the City of North Port elects not to participate by the date stated.

Exhibit "F" – Cost Allocation Percentages

Project	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	0.00%	9.93%
Peace River Option Cost Allocation	33.33%	8.33%	0.00%	58.34%	0.00%
Regional Expansion Project Cost Allocation **	27.21%	0.81%	0.00%	61.72%	10.26%
1991 Rebuild Project Cost Allocation	0.00%	0.00%	0.00%	91.75%	8.25%
Surface Water System Expansion Cost Allocation	16.67%	5.55%	0.00%	66.67% (77.78%)*	11.11% (0.00%)*

Cost allocation in ( ) shall be used if the City of North Port does not request the 2 MGD of New Authority Water Supply Demands by November 15, 2024.

**The Regional Expansion Project (REP) cost allocation percentages were applied to the total oversize facilities payment to Charlotte for the REP; however, Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18.2, as follows: Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

Record : 4180.2

RECORDED IN OFFICIAL RECORDS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
MTAYLOR Receipt#547100

Prepared by and return to:
Stephen K. Boone, Esquire
Boone, Boone, Boone, Koda & Frook, P.A.
Post Office Box 1596
Venice, Florida 34284

2004216589

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Conditions, Easements and Restrictions ("Declaration") between Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant"), and Gran Paradiso I, LLC, a Florida limited liability company, and Gran Paradiso II, LLC, a Florida limited liability company (hereinafter collectively referred to as "Developer"), is dated and effective as of November 12, 2004.

DECLARATION OF PROTECTIVE COVENANTS

Declarant hereby reserves and declares this Declaration, for the benefit of those properties described on the attached **Exhibit "A"**, incorporated herein by this reference (which properties presently are or may be designated as "Thomas Ranch" by Declarant), and Declarant and Developer hereby covenant and agree that the properties and the estates granted by the Special Warranty Deed from Declarant to Gran Paradiso I, LLC and by Special Warranty Deed from Declarant to Gran Paradiso II, LLC, of even date herewith, and recorded of even date herewith, which property descriptions therein are incorporated herein by reference (collectively hereinafter the "Property"), are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following covenants and restrictions, which shall run with the land and shall be binding upon Developer, the heirs, legal representatives, successors and assigns of Developer, and all parties having or acquiring any right, title, or interest in and to the Property.

ARTICLE I
COMMENCEMENT OF CONSTRUCTION/PLAN APPROVAL

1.1 Plans. Developer proposes to construct a single family and multi-family residential community with approximately 1,999 units (the "Development"). Developer hereby agrees that construction of the Development shall substantially conform with the exterior plans and appearance specifications, if any, approved by Declarant in the manner provided in this Article I.

1.2 Quality of Appearance. The architectural detail and character of the Development will be consistent with the entire Pelican Pointe Golf & Country Club, located in Venice, Florida and will be consistent with Northern Italian and Mediterranean architecture similar to that of the Sam Rodgers models, the Arthur Rutenberg models (constructed by Developer under a franchise agreement with Arthur

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Rutenberg) located in Pelican Pointe Golf & Country Club and the patio homes, duplexes and sixplexes built by Ryland Homes and Westfield Homes in Pelican Pointe Golf & Country Club, pictures of which models and homes are attached hereto as **Exhibit "B"**. The plans for the Development shall comply with the "Product Description" and "Product Characteristics" set forth on the attached **Exhibit "C"**. All utilities serving the Property or the development to be constructed by Developer on the Property (the "Development") or both shall be underground except for temporary utilities for construction purposes and except overhead transmission lines and appurtences thereto that presently exist and except in Florida Power & Light's easement on the western 170' of the Property and for major transmission or distribution lines and appurtenances thereto when natural features or safety or technical concerns necessitate above ground construction or routing, in which case such above ground installations shall be effectively screened by plantings, topography, or placement of buildings or other structures (in compliance herewith), except as presently exist and except for overhead transmission lines and appurtences thereto along the northern boundary line of the Property. All exterior lighting and light structures placed on the Property or in the Development shall be subject to the reasonable approval of Declarant.

1.3 Plan Approval. Construction of the Development or site development of the Property shall not commence unless and until Developer has obtained from Declarant, in the manner set forth herein below, Declarant's unqualified and unconditional approval of any and all preliminary and final exterior plans and appearance specifications, as hereinafter described, relating to such construction of the Development and site development on the Property, including, without limitation, plans and specifications for exteriors, which approval will not be unreasonably withheld, conditioned or delayed. Declarant shall not be deemed to have unreasonably withheld or conditioned its approval if the plans proposed by Developer do not provide for the construction of and access by residents (who pay reasonable dues as necessary for the upkeep and operation of the facilities) to the following amenities: an approximately 20,000 square foot clubhouse, ballroom, fitness center, library, business center, billiard game room, catering kitchen, catering bar, heated swimming pool, spa and sun deck, tennis complex, nature trail system and full-time recreational director, all of appropriate size or with appropriate staff for the Development. The scope of review by Declarant shall be limited to ensuring compliance herewith and to exterior appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with zoning codes or standards, or any similar or dissimilar factors. Commencement of construction prior to receipt of a letter of approval from the Declarant, a copy of which must be signed by the Developer, and returned to the Declarant for retention, is strictly prohibited. All such plans and specifications shall be submitted to Declarant for Declarant's review and approval or disapproval in accordance with Sections 1.4 and 1.5 hereof. Declarant shall have 45 days, or such additional time as is commercially reasonable given the complexity of the plans being submitted, to review and either approve or disapprove all such plans and specifications. If Declarant does not approve any such plans or specifications, Declarant shall give its reasons for disapproval and suggested modifications that it would accept.

1.4 Preliminary Plans and Specifications. Developer will submit to Declarant, for Declarant's review and approval or disapproval, preliminary plans of the Development (including exterior elevation for all different models of homes); specifications for irrigation; specifications for landscapes adjacent to any public right of way or street reasonably expected to be dedicated to public use (each, a "Street"); specifications for exterior materials of the different models of homes within the Development; and a site plan of the Property showing all proposed improvements, grades, curbs, curb cuts, landscaping, lighting, and location of exterior signs adjacent to Streets, and showing the topography before and after development such that drainage can be assessed by Declarant (the "Site Layout"). Within fifteen (15) business days from the date Declarant receives all such preliminary plans and specifications in whole, Declarant will give Developer written notice of Declarant's approval or disapproval thereof, which approval shall not be unreasonably withheld, conditioned or delayed. Any approval by Declarant,

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whether actual or implied, of such preliminary plans or specifications or both shall in no event obligate Declarant to approve the final plans and specifications.

1.5 Final Plans and Specifications. Developer will submit to Declarant, for Declarant's review and approval or disapproval, final plans, specifications and samples (if the same materially deviate from the preliminary plans and specifications) which shall include, without limitation, working drawings of the exteriors of the different models of homes, final specifications of exterior materials of the homes, working drawings of the elevation of the different models of homes and all sides thereof, detailed landscaping plans for landscaping adjacent to Streets, and detailed plans for exterior signs and for lighting. Within fifteen (15) business days from the date Declarant receives all such final plans and specifications, Declarant will give Developer written notice of Declarant's approval or disapproval thereof which approval shall not be unreasonably withheld, conditioned or delayed. The construction of the Development and the development of the site shall be in strict compliance with said final plans and specifications submitted to and approved by Declarant, if any.

1.6 Additional Construction. From and after the time the Development is completed in accordance with the provisions hereof Developer will not construct any additional buildings without first procuring Declarant's reasonable consent to the exterior components thereof.

1.7 Modification to Development. Any material modifications of the exterior of the homes or of the site development of the Property subsequent to Declarant's approval of the final plans and specifications in accordance with Section 1.5 will be in character with the final plans and specifications so approved by Declarant and compatible with the architecture of other similar structures. Developer shall make no material and adverse modification nor shall it permit any material and adverse modification unless and until Developer first obtains Declarant's approval of preliminary and final plans and specifications therefor. Declarant's approval of such preliminary and final plans and specifications shall be obtained in the same manner set forth in Section 1.3.

1.8 Signs. Declarant shall be entitled to review and approve or disapprove of any signs (free-standing or placed on the exterior of any other improvement) that Developer proposes to place or proposes to permit to be placed adjacent to any streets; provided, however, that Developer shall have no right to approve or disapprove as to the content only of any sign that reasonably relates to the sales or marketing of real property interests on the Property. Any exterior sign(s) adjacent to streets must be monument signs only; no pylon signs shall be allowed. All signage shall conform to applicable City of North Port, Sarasota County and Florida state law.

1.9 Entryway Features. The entryways off of U.S. 41, West Village Parkway and River Road shall be located at and comply with the standards of architectural detail, appearance and character as are set forth in the West Villages Village District Pattern Book, as may revised or amended (on file with the City of North Port) and with any and all gateway features and standards as may be required by the City of North Port; additionally, Developer shall provide any and all welcome signs as may be requested by the City of North Port.

1.10 Disapproval of Plans. If Declarant ever reasonably disapproves any preliminary or final plans or specifications relating to the Development or of any modification of the Development or of the site development, or disapproves of any other plans or specifications required to be submitted hereby, Declarant shall specify in detail those objections which Declarant may have to same. If Declarant shall disapprove the preliminary or final plans and the parties are unable to agree upon such final plans, Developer shall amend said plans to meet Declarant's reasonable objections.

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1.11 Master Pattern Book; Taxing District. Notwithstanding anything herein to the contrary, the Development shall comply fully with the West Villages Village District Pattern Book (as may be revised or amended) on file with the city of North Port and with any and all laws, regulations, rules and requirements of the special taxing district (i.e. the West Villages Improvement District, as may be revised) that does or will apply to the Development and the Property (including, without limitation any easements, drainage features and maintenance responsibilities). Declarant shall decide in its sole discretion whether such compliance has been met and shall have the option not to approve any and all plans described in this Article I if such compliance has not been met.

ARTICLE II
DRAINAGE AND UTILITIES

General Drainage, Sewage, and Utilities Provisions. Without limiting any other provision herein:

2.1 In connection with the construction of the Development and of any modifications thereof and of any additional buildings and with the site development of the Property, Developer shall make such provision for drainage, sewage and utilities of the Property (and any improvements) and easements for same as is satisfactory to Declarant and as required by Declarant (and such provision shall be a part of the aforementioned preliminary and final plans) and to any appropriate county, municipal or governmental agencies having authority over such construction and development. Without limiting the immediately preceding sentence, Developer shall be required to grant easements for common drainage that may cross parcel boundaries. Further, Developer hereby covenants and agrees to hold Declarant harmless against any and all loss, cost, damage, or injury which Declarant shall ever suffer or endure because of Developer's failure to make adequate provisions for drainage of the Property after said proposed construction and development. Declarant agrees that "adequate provisions for drainage" in this Article 2.1 shall mean a drainage plan that meets all applicable governmental regulations at the time of permitting, receives all necessary permits, is constructed according to said permits, and is appropriately maintained.

2.2 Existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots, unless approved by the adjacent lot owner(s) and/or the proper government authorities and shall not be altered so as to prevent the current or future flow of water from south of highway U.S. 41 north across the Property. All water systems and infrastructure shall be constructed and capable for potable and irrigation use.

ARTICLE III
RESTRICTIONS ON USE

3.1 Use Restrictions. The Property shall only be used for residential, recreational and related purposes, as such related purposes are permitted under the Comprehensive Plan for the City of North Port and the zoning in effect as of the date hereof (as they relate to residential and residential purposes only); no purposes besides residential, recreational and related purposes as described above shall be allowed.

3.2 Nuisances. Without limiting the foregoing, no noxious, offensive, or illegal activities shall be carried on upon any parcel nor shall anything be done on any parcel, which may be or may become an annoyance or nuisance to the Property area.

3.3 Water Wells. No water wells on the Property shall be dug, constructed or tolerated on the Property without the prior written authorization of Declarant. Additionally, Declarant hereby retains an easement over the Property for the installation of wells at locations reasonably satisfactory to Developer

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in order to provide water for a potable water facility; said easements shall include, without limitation, the right to install and maintain a system of pipes to transport the water to the potable water facility. The easements set forth in this Section 3.3 (and elsewhere herein) shall be appurtenant to the land and shall run with the land in perpetuity.

3.4 Antennas. Without limiting the foregoing, all outside radio, television and satellite antennas and satellite dishes shall be properly screened.

3.5 Trash. Without limiting the foregoing, no trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage or other waste shall not be kept on the Property, except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material as not to be visible from any road or lake within sight distance of the parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

3.6 Setbacks. All setback requirements of Declarant and applicable law shall be met and not violated.

ARTICLE IV
NOTICE OF ACTIVITIES

Developer hereby covenants and agrees to include in all contracts of sale pursuant to which all or any portion of the Property is sold a Notice as to On-Site and Off-Site Activities in the form attached hereto as **Exhibit "D"** (the "Notice of Activities"). Developer further agrees that it shall be a condition to the consummation of any sale of all or any portion of the Property that the purchaser execute and deliver to Developer a Notice of Activities, and that upon the receipt of any such executed Notice of Activities that Developer will provide Declarant with a copy thereof and a certification with respect thereto.

ARTICLE V
EASEMENTS

5.1 Ingress and Egress. In addition to any easements (present or future) that may be required pursuant to Article 2 or Article 3 above or elsewhere herein, Declarant hereby establishes for the benefit of, and grants and conveys to Developer a perpetual, non-exclusive easement appurtenant to the Property for passage and use for ingress, egress and passage (but not parking), as appropriate, upon, over and across all of those sidewalks, entrances, drives (but not separate driveways), lanes, streets and rights of way that have not been dedicated to accepted by the City of North Port or Sarasota County providing access to all or any portion of the Property which are now or may hereafter from time to time be used for pedestrian or vehicular traffic.

5.2 Utility and Drainage Easements. In addition to any easements that may be required pursuant to Article 2 or Article 3 above or elsewhere herein, Developer hereby establishes for the benefit of and grants and conveys to Declarant (and the property described in Exhibit "A") a perpetual, non-exclusive easement appurtenant to the property for the purpose of installation, maintenance, repair and use, as Declarant may deem necessary, of those storm water and drainage utilities where they presently exist and hereafter may exist on the Property based on good engineering principals and requirements of applicable governmental agencies and for the purpose of allowing joint use of any wetlands that may cross property boundaries for storm water use; provided, however, that (a) all such work shall be performed in such a manner and at such times as will cause a minimum of disruption to the operation of

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any business or use of real property burdened hereby and (b) any and all damage to the burdened property shall be promptly repaired and restored to the condition that existed prior to the performance of such work, and the Declarant shall indemnify, defend and hold Developer harmless from any cost, expense, liability, claim or lien associated with such work or use.

5.3 Drainage Easement in Favor of Developer. Declarant hereby establishes for the benefit of and grants and conveys to Developer a perpetual, non-exclusive easement over those portions of the property described on Exhibit "A" where storm water and drainage utilities presently exist and hereafter may exist downstream of the Property based on good engineering principals and requirements of applicable governmental agencies for the purpose of repair of such utilities, if such storm water and drainage utilities benefit the Property and if necessary; provided, however, that (a) all such work shall be performed pursuant to plans approved in accordance with Article I hereof and in such a manner and at such times as will cause a minimum of disruption to the operation of any business or use of real property burdened hereby and (b) any and all damage to the burdened property shall be promptly repaired and restored to the condition that existed prior to the performance of such work, and the Developer shall indemnify, defend and hold Declarant harmless from any cost, expense, liability, claim or lien associated with such work or use.

ARTICLE VI
GENERAL RESTRICTIONS

In addition to other restrictions that may be contained in the aforementioned Special Warranty Deed:

6.1 Nuisances. No noxious, offensive, or illegal activities shall be carried on upon any parcel nor shall anything be done on any parcel, which may be or may become an annoyance or nuisance to the Property area.

6.2 Mining, etc. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon the Property and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on the Property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property.

6.3 Trash. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage or other waste shall not be kept on the Property, except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material as not to be visible from any road or lake within sight distance of the parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

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ARTICLE VII
ENFORCEMENT

7.1 In the event of a violation of breach of any of these restrictions, or any amendments thereto by any property owner, or agent of such owner, Declarant, its successors and assigns, or any other party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other charges, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a difference violation. Declarant shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

ARTICLE VIII
DURATION AND AMENDMENT

8.1 The restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of Declarant and any owner (present or future) of any of the property described in Exhibit "A," their respective legal representatives, heirs, successors and assigns, and to the benefit of the property described in Exhibit "A," for the maximum period of time allowed by Florida law from the date hereof, unless waived in writing by Declarant.

8.2 Declarant shall be entitled to reduce the property that is benefited by this Declaration without the consent of Developer; any other changes to this Declaration may be made by Declarant with the prior written consent of Developer, which consent shall not be unreasonably conditioned, delayed or withheld.

ARTICLE IX
NO RECIPROCAL NEGATIVE EASEMENTS; ADJACENT LAND ACTIVITIES

9.1 Declarant and Developer covenant and agree that the hereinabove provided restrictions shall not encumber or restrict or burden, either as reciprocal negative easements or as implied covenants or as restrictive covenants or as equitable servitudes or as any other right or interest or claim, any other properties owned in part or entirely by Declarant and which may benefit from the hereinabove provided restrictions, it being the intention of Declarant and Developer that only the Property shall be restricted hereby.

9.2 Any and all owners of the Property and any portion thereof shall not object in any way to any legal use activities of Declarant on any and all of the property that is adjacent to the Property and that is described on **Exhibit "A"** hereto and incorporated herein by reference.

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ARTICLE X
SEVERABILITY

10.1 Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and every combination of the restrictions. Invalidation by any court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

(Signatures appear on following pages)

INSTRUMENT # 2004216589
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Signed, sealed and delivered
by Declarant in the presence of:

Witness

Witness

DECLARANT: FOURTH QUARTER
PROPERTIES XXXII, LLC

By: (SEAL)
Stanley E. Thomas, Manager

STATE OF GEORGIA }
COUNTY OF COWETA }

THE FOREGOING INSTRUMENT was acknowledged before me this 12 day of November, 2004 by Stanley E. Thomas, manager of Fourth Quarter Properties XXXII, LLC, on behalf of the corporation and the partnership, who is personally known to me or who has produced a driver's license as identification.

Notary Public

CHERYL J EDWARDS
Print Notary Name
My Commission Expires:

Notary Seal

CHERYL J. EDWARDS NOTARY PUBLIC EXPIRES 2/27/07 COBB COUNTY GEORGIA

INSTRUMENT # 2004216589
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Signed, sealed and delivered
by Developer in the presence of:

DEVELOPER: GRAN PARADISO I, LLC,
a Florida limited liability company

By: _____
Print: Sam R. Rodgers
Title: Manager

Witness

Witness

(CORPORATE SEAL)

STATE OF Florida }
COUNTY OF Sarasota }

THE FOREGOING INSTRUMENT was acknowledged before me this 12 day of November, 2004 by Sam R. Rodgers, as Manager, on behalf of Gran Paradiso I, LLC, who is personally known to me or who has produced a driver's license as identification.

Notary Public

Stephen K. Boone

Print Notary Name

My Commission Expires: 4-26-08

Notary Seal

Stephen K. Boone
Commission #DD300204
Expires: Apr 26, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

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{00046433 v 3}

Signed, sealed and delivered
by Developer in the presence of:

DEVELOPER: GRAN PARADISO II, LLC,
a Florida limited liability company

By: _____
Print: Sam R. Rodgers
Title: Manager

Witness

Witness

(CORPORATE SEAL)

STATE OF Florida }
COUNTY OF Sarasota }

THE FOREGOING INSTRUMENT was acknowledged before me this 12 day of November, 2004 by Sam R. Rodgers, as Manager, on behalf of Gran Paradiso II, LLC, who is personally known to me or who has produced a driver's license as identification.

Notary Public

Stephen K. Boone

Print Notary Name

My Commission Expires: 4.26.08

Stephen K. Boone
Commission #DD300204
Expires: Apr 26, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Seal

R61-9842 declarecov

INSTRUMENT # 2004216589
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DESCRIPTION:

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 35, LESS and EXCEPT the following:
The right-of-way for U. S. Highway # 41 (State Road # 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page762, Public Records of Sarasota County, Florida.

All of Section 36, LESS and EXCEPT the following:
The right-of-way for U. S. Highway # 41 (State Road # 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page762, Public Records of Sarasota County, Florida.
That portion conveyed in Official Record Book 2020, Page 2228, Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2955, Page 1891, Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2913, Page 1787, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2002189211, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2003001867, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2003171392, Public Records of Sarasota County, Florida.

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

All that part of Section 21, as lies Southwesterly of County Road # 777 (West River Road).

All that part of Section 28 lying West of County Road # 777 (West River Road).

All of Section 29, less and except the following:
Right-of-way for U. S. Highway # 41 (State Road # 45).

All of Section 30, less and except the following:
Right-of-way for U. S. Highway # 41 (State Road # 45);
That parcel conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida.

All of Section 31, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
Any portion of lands conveyed to DiVosta and Company, Inc. per Official Records

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21 PGS

Instrument No. 2003259292.

f Section 32, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
That portion conveyed in Official Record. Book 2785, Page 634 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 1571, Page 2172 of the Public Records of Sarasota County, Florida;
Right-of-way for Pine Street Extension as recorded in Official Record Book 2536, pages 811-974 of The Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta and Company, Inc. per Official Records Instrument No. 2003259292.

ll of Section 33 lying West of County Road # 777, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
That portion conveyed in Official Record Book 1571, Page 2172; of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No.1998166154 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2469, Page 451-454 of the Public Records of Sarasota County, Florida.

The South ½ of Section 34, lying West of the Myakka River, and that part of the NW 1/4 of the SW 1/4 of NW 1/4 lying West of County Road # 777, less and except the following:
The North ½ of the NW 1/4 of the SW 1/4;
The NW 1/4 of the NE 1/4 of the SW 1/4;
The maintained right-of-way of South River Road;
The right-of-way of County Road # 777 (as realigned) as per Official Record Book 2679 at Pages 2750-2754;
That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No. 1999111833, of the Public Records of Sarasota County, Florida.

All of Section 35 lying West of the Myakka River.

IN TOWNSHIP 40 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA:

All of section 1, less and except the following:
The SE 1/4 of the SW 1/4.

All of section 2, less and except the following:
The SW 1/4 of the NW 1/4.

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

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I of Section 3, less and except the following:
That portion conveyed in Order of Taking recorded in Official Record Book 2679, Page 2750-2754, of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida;
The maintained right-of-way of County Road #777 (South River Road).

All of Section 4.

All of Section 5, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta Homes, L.P. per Official Records Instrument No. 2004012753.

All of Section 6, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta Homes, L.P. per Official Records Instrument No. 2004012753.

All of Section 7, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 8.

All of Section 9.

All of Section 10, less and except the following:
The maintained right-of-way for County Road # 777 (South River Road)

All of Section 15, less and except the following:
The maintained right-of-way for County Road # 777 (South River Road)

All of Section 17, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536 Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 253 Pages 811-974, of the Public Records of Sarasota County, Florida.

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All of Section 20, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida;
Maintained right-of-way for County Road # 777 (South River Road).

All of Section 21, less and except the following:
Maintained right-of-way for County Road # 777 (South River Road);
The SW 1/4 of the SE 1/4;
The North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road # 777 (South River Road) right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida.

ALSO LESS LANDS IN SECTIONS 29 AND 30, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA. DESCRIBED AS FOLLOWS:

A part of Sections 29 and 30, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

BEGIN at the Northwest corner of Section 30, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.89°53'13"E., along the North line of the Northwest Quarter of said Section 30, a distance of 2,585.33 feet to the North Quarter Corner of said Section 30; thence continue S.89°53'13"E., along the North line of the Northeast Quarter of said Section 30, a distance of 2,585.33 feet to the Northwest corner of Section 29, Township 39 South, Range 20 East; thence S.89°37'07"E., along the North line of the Northwest Quarter of said Section 29, a distance of 2,588.17 feet to the North Quarter Corner of said Section 29; thence S.89°37'21"E., along the North line of the Northeast Quarter of said Section 29, a distance of 1,857.18 feet; thence leaving said North line of the Northeast Quarter of Section 29, a bearing of South, a distance of 1,128.57 feet; thence S.22°49'39"W., a distance of 1319.92 feet; thence N.89°48'27"E., a distance of 1171.67 feet to a point on a non-tangent curve to the left, having a radius of 1,079.00 feet, a central angle of 20°09'50", a chord bearing of S.10°08'19"W., and a chord length of 377.77 feet; thence southwesterly along the arc of said curve, an arc length of 379.73 feet; thence S.00°01'36"E., a distance of 16.56 feet; thence S.89°52'29"W., a distance of 802.97 feet; thence S.43°53'57"W., a distance of 1027.32 feet; thence S.43°11'09"W., a distance of 379.89 feet; thence S.44°11'28"W., a distance of 636.94 feet; thence S.32°40'52"W., a distance of 218.86 feet; thence S.28°34'57"W., a distance of 815.30 feet; thence S.13°10'59"W., a distance of 85.47 feet; to the North Right of Way line of U.S. Highway No. 41 (State Road No. 45); thence along said North Right of Way line of U.S. Highway No. 41, the following sixteen (16) courses: (1) N.80°32'30"W., a distance of 16.74 feet; (2) thence N.89°38'31"W., a distance of 75.08 feet; (3) thence S.81°16'04"W., a distance of 101.27 feet; (4) thence N.89°38'31"W., a distance of 899.50 feet; (5) thence N.80°33'06"W., a distance of 101.27 feet; (6) thence N.89°38'31"W., a distance of 74.93 feet; (7) thence S.81°07'09"W., a

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distance of 99.66 feet; (8) thence N.89°38'31"W., a distance of 826.17 feet; (9) thence N.80°33'06"W., a distance of 101.27 feet; (10) thence N.89°38'31"W., a distance of 74.98 feet; (11) thence S.81°17'32"W., a distance of 101.54 feet; (12) thence N.89°38'31"W., a distance of 2,873.19 feet; (13) thence N.80°32'00"W., a distance of 101.07 feet; (14) thence N.89°38'31"W., a distance of 80.07 feet; (15) thence S.81°15'37"W., a distance of 101.19 feet; (16) thence N.89°38'31"W., a distance of 1,664.53 feet, to the monumented boundary line of lands described in Official Records Book 1036, at Page 802 of the Public Records of Sarasota County, Florida; thence along said monumented boundary line of lands described in Official Records Book 1036, at Page 802, the following five (5) courses: (1) N.00°28'29"E., a distance of 850.78 feet; (2) thence S.89°42'21"E., a distance of 349.86 feet; (3) thence N.00°29'37"E., a distance of 400.03 feet; (4) thence N.89°43'04"W., a distance of 400.02 feet; (5) thence S.00°28'45"W., a distance of 1,250.67 feet to said North Right of Way line of U.S. Highway No. 41; thence along said North Right of Way line of U.S. Highway No. 41, N.89°38'31"W., a distance of 54.39 feet; thence continue along said North Right of Way line of U.S. Highway No. 41, N.80°31'12"W., a distance of 68.08 feet to the West line of the Southwest Quarter of said Section 30; thence N.00°02'57"W., along said West line of the Southwest Quarter of Section 30, a distance of 2550.65 feet to the West Quarter corner of said Section 30; thence N.00°06'22"W., along the West line of the Northwest Quarter of said Section 30, a distance of 2633.66 feet to the POINT OF BEGINNING.

Exhibit B

Single Family -
Monterey - SRR

Single Family -
St.Tropez II - ARH

Single Family -
Nassau - ARH

Single Family -
Bonaire II - ARH

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Exhibit C - Application

Exhibit B

6 - Plex Villas

Paired Villas

4 - Plex Villas

Patio Homes

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Exhibit C - Application

Exhibit B

Patio Home

Single Family -
Siesta II - SRR

Patio Home

Single Family -
Catalina - SRR

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EXHIBIT C

Definitions of "Product Description" and "Product Characteristics"

Product Description

The community will contain segregated arcas with the following product descriptions:

6-Plex Product will be sized at approximately 1,500 sq.ft. with 2 bedrooms and den configurations and have an average minimum price of $200,000.00.

Townhouses will be duplex product sized at approximately 1,600-1,800 sq.ft. and have an average minimum price of $275,000.00.

Villas will be smaller single family homes sized at approximately 1,800 – 2,300 sq.ft. and have an average minimum price of to $350,000.00. The lot size will be 55 x 120.

Single Family Homes will be sized at approximately 2,200 – 2,700 sq.ft. and have an average minimum price of $450,000.00. The lot size will be 70 x 120.

Luxury Homes will be sized at approximately 2,500 – 3,500 sq.ft. and have an average minimum price of $800.000.00. The lot size will be 80 x 120.

Product Characteristics

All buildings will be concrete block/stucco construction with mandatory tiled roofs. The architectural theme will be northern Italian and Mediterranean and will be similar in all neighborhoods in order to convey a similar community feeling.

All homes, including the 6-plex product and townhouses, will have 2-car garages with paver driveways recommended.

Each home will have a standard landscaping package which is at least 50% in excess of the usual standard package.

The lawn will consist of floratam sod with a standard irrigation system with the lawn being maintained in a uniform manner through out the community by the association in order to maintain a common well kept appearance of the entire community.

As in our present communities, the covenants will contain strong architectural and maintenance provisions to insure that the community will always maintain high standards

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EXHIBIT D

OWNER AND OTHERS, WHETHER RELATED OR UNRELATED, MAY FROM TIME TO TIME CONDUCT RESIDENTIAL DEVELOPMENT AT URBAN DENSITIES CONTAINING SINGLE-FAMILY AS WELL AS MULTI-FAMILY DWELLING UNITS, COMMERCIAL DEVELOPMENT, DEVELOPMENT OF RECREATIONAL AMENITIES INCLUDING BUT NOT LIMITED TO GOLF COURSES, OTHER DEVELOPMENT, CONSTRUCTION, RANCHING, FARMING, AGRICULTURAL, MINING, BORROW PIT DEVELOPMENT, COMMUNICATION TOWER DEVELOPMENT AND OTHER ACTIVITIES NOT NORMALLY ASSOCIATED WITH A LOW-DENSITY RESIDENTIAL NEIGHBORHOOD, EITHER WITHIN, NEARBY OR WITHIN SIGHT OR SOUND OF THE PROPERTY. SUCH ACTIVITIES MAY INCLUDE SITE CLEARING (INCLUDING THE REMOVAL OF LARGE AMOUNTS OF TREES OR BRUSH), BLASTING, BURNING, KEEPING LIVESTOCK, SPRAYING, FERTILIZING, EARTH MOVING, TRAFFIC-GENERATING AND OTHER PRACTICES CREATING UNSIGHTLY CONDITIONS, NOISE (AT ALL HOURS) AND DISTURBING ODORS.

ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY NOTIFIED OF THE FOREGOING ACTIVITIES AND, BY ACCEPTANCE OF TITLE TO THE PROPERTY OR MAKING ANY USE THEREOF, AUTOMATICALLY ACKNOWLEDGE, STIPULATE AND AGREE (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY, (ii) THAT NONE OF THE AFORESAID ACTIVITIES ARE CONSIDERED INCOMPATIBLE WITH THE OCCUPANT'S OR USER'S USE OF THE PROPERTY, (iii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTIES WITHIN OR IN PROXIMITY TO THE AREAS WHERE SUCH ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iv) OWNER AND ANY OTHER PARTY CONDUCTING OR PARTICIPATING IN SUCH ACTIVITIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) THIS ACKNOWLEDGEMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO OWNER TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE PROPERTY.

160785A
RETURN TO:
First American Title Ins. Co.
25400 US 19 N, Suite 135
Clearwater, FL 33763

KG

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005197548 25 PGS
2005 SEP 01 05:07 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
CEAGLETG Receipt#680013

2005197548

Prepared by ~~and return to~~
Jeffrey Boone, Esq.
Boone, Boone, Boone, Koda & Frook, P.A.
Post Office Box 1596
Venice, Florida 34284

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Conditions, Easements and Restrictions (the "Declaration") is made and made effective by Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant"), this 31st day of August 2005.

DECLARATION OF PROTECTIVE COVENANTS

Declarant hereby reserves and declares this Declaration for itself and for the benefit of those properties described on the attached **Exhibit "A"**, attached hereto and incorporated herein by this reference ("FQP 32 Land"). The property and the estates to be granted by Declarant to Tuscano, LLC (the "Developer"), a Florida limited liability company, in that certain Special Warranty Deed of even date herewith, and those properties and estates granted by Clyde H. Wilson, Jr. and Elbert C. Weaver, respectively, in those certain Special Warranty Deeds of even date herewith, all of which property is described in **Exhibit "B"**, attached hereto and incorporated herein by this reference (the "Property"), shall be subject to and held, conveyed, hypothecated, encumbered, rented, used, occupied and improved subject to the following covenants and restrictions, which shall run with the land and shall be binding upon Developer, and its successors and assigns, and all parties having or acquiring any right, title or interest in or to the Property.

ARTICLE I
LANDSCAPING, ENTRYWAY, SIGNAGE, & GATEWAY FEATURE IMPROVEMENTS & STANDARDS; SITE PLAN

1.1 Landscaping within Public Rights-of-Way, Adjacent to Public Rights-of-Way and Perimeter Buffering of the Property; Site Plan. Developer proposes to develop the Property into a residential subdivision as permitted under the Development of Critical Concern Zoning ("DOCC") that applies to the Property (and other property in Sarasota County), which includes FURRZ/PUD, RE1/PUD and CRZ. As used herein, the "Landscape Development" shall mean the construction of landscaping within and contiguous to the public rights-of-way of Venice East Boulevard, US41 and Manasota Beach Road contiguous to or internal to the Property; and any landscaping located along the perimeter of the Property. The Landscape Development shall substantially conform to the plans, specifications and

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requirements of the DOCC, the West Villages Improvement District Pattern Book, and the quality and appearance of the perimeter landscaping of Village Walk development contiguous to and within the Honore Avenue right-of-way in Sarasota County, Florida, based upon the Site Plan **(defined below).**

Further, the Property shall be developed consistent with that certain site plan attached hereto as **Exhibit "C"** and incorporated herein by reference (the "Site Plan"). Any modification to the Site Plan that constitutes a major modification to the DOCC shall require the prior written approval of Declarant.

1.2 Entryway Features and Signage within Public Rights-of-Way, Adjacent to Public Rights-of-Way and Along the Perimeter of the Property. As used herein, the "Entryway Feature and Signage Development" shall mean the construction of entryway features and signage within and contiguous to the public rights-of-way of Venice East Boulevard, US41 and Manasota Beach Road contiguous to or internal to the Property; and any signage located on the perimeter of the Property. The Entryway Feature and Signage Development shall substantially conform to the plans, specifications and requirements of the DOCC, the West Villages Improvement District Pattern Book, and the quality and appearance of the entryway feature for the Colonial Country Club in Lee County, Florida. Without limiting the foregoing, all entryway features and signage shall be monument type and comprised mainly of rock or masonry material (no more than 10% stucco or similar material). No pylon signs will be allowed. Notwithstanding the foregoing, non-monument directional signs shall be acceptable and shall conform to the standards and requirements of the West Villages Improvement District Pattern Book.

1.3 Gateway Feature Easement. Developer will reserve for the Declarant, and its successors and assigns three ingress and egress easements in, over and within the approximate portions of the Property that lie within the areas depicted on **Exhibit "D"** attached hereto and incorporated herein by this reference, for the purpose of installing and maintaining, at Declarant's expense, a gateway feature(s) or sign(s). Such gateway feature and/or sign(s) shall be consistent with West Villages Improvement District Pattern Book and the overall appearance and quality of other gateway features or signs within West Villages Improvement District as may be constructed (which shall be mainly comprised of rock or masonry material, with no more than 10% stucco or similar material). The easements will be recorded by the Developer simultaneously with the recordation of the public right-of-way for Manasota Beach Road. The easements will be contiguous to the aforementioned right-of-way and the eastern and western Property boundaries and on the east will consist of two areas approximately 75 feet by 75 feet on the north and south side of the right-of-way and on the west will consist of one area approximately 75 feet by 75 feet on the north side of the right-of-way.

ARTICLE II
WATER USE

The Developer will reserve for the Declarant, and its successors and assigns, nine (9) groundwater well locations and associated raw water mains ("Wells") for purposes of groundwater withdrawal from the intermediate aquifer only. Declarant hereby reserves for itself and its successors and assigns the right to conduct agricultural withdrawals from the Wells and further reserves for the West Villages Improvement District and/or its successors and assigns the right to conduct withdrawals from Wells that are intended to be used as a component of a water supply source ("Withdrawals"). Developer may construct a well(s) in the Upper Floridian Aquifer for use as a standby source of irrigation and may withdrawal from said well(s) if and only if adequate reuse (effluent) from Sarasota County and surface water bodies (lakes) irrigation sources are not available, and provided that the withdrawal from said well(s) does not substantially interfere with the Withdrawals. The approximate locations of the Wells to facilitate the Withdrawals are depicted on **Exhibit "E"** attached hereto and incorporated herein by reference. The Declarant must provide to the Developer hydrogeological modeling for the Wells withdrawals, signed and

sealed by a professional geologist certified by the State of Florida, and copies of the required governmental permits and approvals prior to the construction of Wells. The modeling must demonstrate drawdown of the surficial aquifer of less than one foot under conditions of peak withdrawal for 90 days with no recharge.

If Developer wishes to construct a water supply well(s) in or withdrawal water from any other aquifer, Developer must first obtain prior written authorization from Declarant. Declarant will not unreasonably withhold approval of Developer's request if it is shown that the requested construction or withdrawal will not adversely impact the Withdrawals. The Developer may, however, withdraw from surface water bodies (lakes), without authorization from Declarant, in compliance with regulatory criteria (or exemptions) of the Southwest Florida Water Management District.

ARTICLE III
ACCESS, UTILITIES, AND DRAINAGE EASEMENTS

3.1 Utilities and Access Easement in Favor of Declarant. Declarant hereby reserves for the benefit of the Declarant and its successors and assigns a temporary, non-exclusive utilities and access easement over the Property for the purpose of installation, maintenance, repair and use of the Wells as depicted on **Exhibit "E"** attached hereto and Withdrawals. Upon the Developer's recordation of a permanent utilities and access easement, either by plat or by separate instrument, which shall be subject to the prior mutual agreement of both parties, the aforementioned temporary easement will be terminated automatically as to all land covered by the plat or separate instrument (and only with respect to such land). The utilities and access easements granted in this Section 3.1 will utilize the Developer's rights-of-way where practical and the easement locations will not adversely affect the development as depicted on **Exhibit "C"**.

All such work to be performed by Declarant shall be in such a manner and at times as will cause a minimum of disruption to the operation of any business or use of real property burdened hereby and any and all damage to the burdened property shall be promptly repaired and restored to the condition that existed prior to the performance of such work. Declarant shall indemnify, defend and hold Developer harmless from any cost, expense, liability, claim or lien associated with such work or use.

3.2 Drainage and Access Easement in Favor of Declarant. Declarant hereby reserves for the benefit of the Declarant and its successors and assigns a temporary, non-exclusive drainage and access easement over the Property for the purpose of installation, maintenance, repair and use, in accordance with the lakes and wetlands, "Storm Water Facilities" as depicted on **Exhibit "C"** attached hereto and as the applicable governmental authorities may deem necessary, for storm water and drainage utilities which shall traverse the Property and benefit the FQP 32 Land. Upon the Developer's recordation of a permanent drainage easement either by plat or by separate instrument, which shall be subject to the prior mutual agreement of both parties, the aforementioned temporary easement will be terminated automatically as to all land covered by the plat or separate instrument (and only with respect to such land.) The drainage and access easements granted in this Section 3.2 will utilize the Developer's lakes, wetlands and surface water bodies where practical and the easement locations will not adversely affect the development as depicted on **Exhibit "C."**

All such work to be performed by Declarant shall be in such a manner and at times as will cause a minimum of disruption to the operation of any business or use of real property burdened hereby and any and all damage to the burdened property shall be promptly repaired and restored to the condition that

existed prior to the performance of such work. Declarant shall indemnify, defend and hold Developer harmless from any cost, expense, liability, claim or lien associated with such work or use.

3.3 Drainage Easement in Favor of Developer. Declarant hereby grants to and for the benefit of the Developer and its successors and assigns a temporary, non-exclusive drainage and access easement over the FQP 32 Land for the purpose of installation, maintenance, repair and use, in accordance with the lakes and wetlands, "Storm Water Facilities" as depicted on **Exhibit "C"** attached hereto and as the applicable governmental authorities may deem necessary, for storm water and drainage utilities which shall traverse the FQP 32 Land and benefit the Property. Upon the Declarant's recordation of a permanent drainage easement either by plat or by separate instrument, subject to the prior mutual agreement of both parties, the aforementioned temporary easement will be terminated automatically as to all land covered by the plat or separate instrument (and only with respect to such land). The drainage and access easements granted in this Section 3.3 will utilize the Developer's lakes, wetlands and surface water bodies where practical and the easement locations will not adversely affect FQP 32 Property.

All such work to be performed by Developer shall be in such a manner and at times as will cause a minimum of disruption to the operation of any business or use of real property burdened hereby and any and all damage to the burdened property shall be promptly repaired and restored to the condition that existed prior to the performance of such work. Developer shall indemnify, defend and hold Declarant harmless from any cost, expense, liability, claim or lien associated with such work or use.

ARTICLE IV
APPROVAL; ENFORCEMENT

In the event that under the provisions of this Declaration, any party has the right of approval of any matter, said approval shall be deemed to have been given automatically if said party shall fail to give the party seeking such approval a notice of its disapproval within fifteen (15) business days after the date on which the party seeking the approval shall furnish such party with its written request for such approval.

In the event of a violation of breach of any of these restrictions, or any amendments thereto by any property owner, or agent of such owner, Declarant, its successors and assigns, and Developer, its successors and assigns, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other charges, or take all such courses of action at the same time, or such other legal remedy available at law or in equity. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a difference violation. Neither Declarant nor Developer shall be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

V
DURATION AND AMENDMENT

5.1 The restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of Declarant and its respective legal representatives, successors and assigns, and to the benefit of FQP 32 Land, for the maximum period of time allowed by Florida law from the date hereof,

unless waived in writing by Declarant. The benefits granted to Developer hereunder shall inure to the benefit of Developer and its legal representatives, successors and assigns, and to the benefit of FQP 32 Land, for the maximum period of time allowed by Florida law from the date hereof, unless waived in writing by Developer.

5.2 Declarant shall be entitled to add to the property that is benefited by this Declaration without the consent of Developer; any other changes or amendments to this Declaration may be made only with the written consent of both Declarant and Developer, which consent shall not be unreasonably conditioned, delayed or withheld.

ARTICLE VI
NO RECIPROCAL NEGATIVE EASEMENTS; ADJACENT LAND ACTIVITIES

6.1 Declarant and Developer covenant and agree that the hereinabove provided restrictions shall not encumber or restrict or burden, either as reciprocal negative easements or as implied covenants or as restrictive covenants or as equitable servitudes or as any other right or interest or claim, any other properties owned in part or entirely by Declarant or Developer and which may benefit from the hereinabove provided restrictions, it being the intention of Declarant and Developer that only the Property shall be restricted hereby.

6.2 Any and all owners of the Property and any portion thereof shall not object to or interfere with in any way any legal use activities of Declarant on any or all of FQP 32 Land.

6.3 Notwithstanding anything herein to the contrary: (a) Developer agrees that it is purchasing the Property to develop it as a development separate and independent of any developments to be undertaken on FQP 32 Land, and Declarant and Developer agree that they will not undertake any unified plan of development of the Property and FQP 32 Land or any unified plan of development with any properties previously owned by Declarant in Sarasota County within the last five (5) years from the date of the filing hereof; and (b) Developer may not submit to any governmental authority a master plan or permit application that joins the Property and FQP 32 Land together or that suggests a common development effort with respect to the Property and FQP 32 Land.

ARTICLE VII
SEVERABILITY

Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and every combination of the restrictions. Invalidation by any court of any restriction in this instrument shall in no way affect any of the other restrictions, which shall remain in full force and effect.

(Signatures appear on following pages)

Signed, sealed and delivered
by Declarant in the presence of:

Witness

Witness

DECLARANT: FOURTH QUARTER
PROPERTIES XXXII, LLC

By: _____(SEAL)
Stanley E. Thomas, Manager

STATE OF GEORGIA }
COUNTY OF COWETA }

THE FOREGOING INSTRUMENT was acknowledged before me this 29 day of Aug, 2005 by Stanley E. Thomas, manager of Fourth Quarter Properties XXXII, LLC, on behalf of the corporation and the partnership, who is personally known to me or who has produced a driver's license as identification.

Notary Public
LILA M. ECHOLS
Print Notary Name
My Commission Expires: 4/11/09

Notary Seal

LILA M. ECHOLS NOTARY PUBLIC DOUGLAS COUNTY STATE OF GEORGIA MY COMMISSION EXPIRES 4-11-2009

Signed, sealed and delivered
by Developer in the presence of:

DEVELOPER: TUSCANO, LLC

By: _____ (SEAL)
Name: JOHN C KUNKEL
Title: VICE PRESIDENT

Witness Joy L LaWare

Witness TAMARA A. FARNELL

STATE OF FLORIDA }
COUNTY OF SARASOTA }

THE FOREGOING INSTRUMENT was acknowledged before me this 31st day of August, 2005 by John C. Kunkel, as Vice President of Tuscano, LLC, on behalf of said entity, who is personally known to me or who has produced a driver's license as identification.

Notary Public

TAMARA A. FARNELL
Print Notary Name

My Commission Expires: 10/22/07

Notary Seal

NOTARY PUBLIC STATE OF FLORIDA
TAMARA A. FARNELL
COMMISSION # DD260839
EXPIRES OCT 22 2007
BONDED THROUGH
RLI INSURANCE COMPANY

{00072570: v:}

EXHIBIT "A"

(See attached FQP 32 Land description)

EXHIBIT "A"

FOURTH QUARTER PROPERTIES XXXII, LLC LANDS

DESCRIPTION:

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 35, LESS and EXCEPT the following:
The right-of-way for U. S. Highway # 41 (State Road # 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page762, Public Records of Sarasota County, Florida.

All of Section 36. LESS and EXCEPT the following:
The right-of-way for U. S. Highway # 41 (State Road # 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page762, Public Records of Sarasota County, Florida.
That portion conveyed in Official Record Book 2020, Page 2228, Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2955, Page 1891, Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2913, Page 1787, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2002189211, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2003001867, Public Records of Sarasota County, Florida.
That portion conveyed in Official Records Instrument # 2003171392, Public Records of Sarasota County, Florida.

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

All that part of Section 21, as lies Southwesterly of County Road # 777 (West River Road).

All that part of Section 28 lying West of County Road # 777 (West River Road).

All of Section 29, less and except the following:
Right-of-way for U. S. Highway # 41 (State Road # 45);
Any portion of lands conveyed to Gran Paradiso I, LLC in Official Records Instrument # 2004216590, Public Records of Sarasota County, Florida;
Any portion of lands conveyed to Gran Paradiso II, LLC in Official Records Instrument # 2004216591, Public Records of Sarasota County, Florida.

All of Section 30, less and except the following:
Right-of-way for U. S. Highway # 41 (State Road # 45);
That parcel conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida;
Any portion of lands conveyed to Gran Paradiso I, LLC in Official Records Instrument # 2004216590, Public Records of Sarasota County, Florida;
Any portion of lands conveyed to Gran Paradiso II, LLC in Official Records Instrument # 2004216591, Public Records of Sarasota County, Florida.

All of Section 31, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
Any portion of lands conveyed to DiVosta and Company, Inc. per Official Records Instrument No. 2003259292.

All of Section 32, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
That portion conveyed in Official Record. Book 2785, Page 634 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 1571, Page 2172 of the Public Records of Sarasota County, Florida;
Right-of-way for Pine Street Extension as recorded in Official Record Book 2536, pages 811-974 of The Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta and Company, Inc. per Official Records Instrument No. 2003259292.

All of Section 33 lying West of County Road # 777, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45);
That portion conveyed in Official Record Book 1571, Page 2172; of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No.1998166154 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Book 2469, Page 451-454 of the Public Records of Sarasota County, Florida.

The South ½ of Section 34, lying West of the Myakka River, and that part of the NW 1/4 of the SW 1/4 of NW 1/4 lying West of County Road # 777, less and except the following:
That portion conveyed in Official Records Instrument # 1999057534, Public Records of Sarasota County, Florida;
The NW 1/4 of the NE 1/4 of the SW 1/4;
The maintained right-of-way of South River Road;
The right-of-way of County Road # 777 (as realigned) as per Official Record Book 2679 at Pages 2750-2754;
That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No. 1999111833, of the Public

Records of Sarasota County, Florida.

All of Section 35 lying West of the Myakka River.

IN TOWNSHIP 40 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA:

All of section 1, less and except the following:
The SE 1/4 of the SW 1/4.

All of section 2, less and except the following:
The SW 1/4 of the NW 1/4.

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

All of Section 3, less and except the following:
That portion conveyed in Order of Taking recorded in Official Record Book 2679, Page 2750-2754, of the Public Records of Sarasota County, Florida;
That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida;
The maintained right-of-way of County Road #777 (South River Road);
The South 25 feet of the East Half for right-of-way of East River Road, per Deed Book 168, Page 240, Public Records of Sarasota County, Florida.

All of Section 4.

All of Section 5, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta Homes, L.P. per Official Records Instrument No. 2004012753.

All of Section 6, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida;
Any portion of lands conveyed to DiVosta Homes, L.P. per Official Records Instrument No. 2004012753.

All of Section 7, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 8.

All of Section 9.

All of Section 10, less and except the following:
The maintained right-of-way for County Road # 777 (South River Road);
The North 25 feet of the East Half for right-of-way of East River Road, per Deed Book 168, Page 240, Public Records of Sarasota County, Florida.

All of Section 15, less and except the following:
The maintained right-of-way for County Road # 777 (South River Road)

All of Section 17, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18. less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following:
Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida;
Maintained right-of-way for County Road # 777 (South River Road).

All of Section 21, less and except the following;
Maintained right-of-way for County Road # 777 (South River Road);
The SW 1/4 of the SE 1/4;
The North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road # 777 (South River Road) right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida.

LESS THEREFROM THE FOLLOWING DESCRIBED LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 19 EAST, AND TOWNSHIP 40 SOUTH, RANGE 19 EAST, DESCRIBED AS FOLLOWS:

TRACT I

A parcel of land lying in Sections 35 and 36, Township 39 South Range 19 East, and Sections 1 and 2, Township 40 South, Range 19 East, Sarasota County, Florida, described as follows:

Commence at the Northeast Corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence S.01°19'34"W., along the East line of said Section 36, a distance of 1421.71 feet to the POINT OF BEGINNING; thence N.89°39'01"W., leaving said East line of Section 36, a distance of 1961.34 feet to a point on the East line of a 100.00 foot wide Easement

(Taylor Ranch Trail), recorded in Official Records Book 2913, Page 1787, Public Records of Sarasota County, Florida; thence S.00°20'59"W., along said East line of a 100.00 foot wide Easement, a distance of 933.32 feet; thence N.89°39'01"W., along the South line of said 100.00 foot wide Easement, a distance of 100.00 feet to the Southeast corner of lands described in Official Records Book 2020, Page 2228 (Taylor Ranch Elementary School), Public Records of Sarasota County, Florida; thence along the boundary of said lands the following four (4)courses: (1) N.89°39'01"W., a distance of 933.32 feet; (2) thence N.00°20'59"E., a distance of 515.93 feet; (3) thence N.89°39'01"W., a distance of 417.39 feet; (4) thence N.00°20'59"E., along said boundary and it's northerly extension, a distance of 1707.36 feet to the a point on the South Right of Way Line of State Road No. 45 (also known as U.S. Highway No. 41); thence along the South line of said Right of Way the following eleven (11) courses: (1) N.89°38'21"W., a distance of 394.82 feet; (2) N.83°55'43"W., a distance of 100.50 feet; (3) thence N.89°38'20"W., a distance of 2599.35 feet; (4) thence S.84°40'37"W., a distance of 100.38 feet; (5) thence N.89°41'50"W., a distance of 100.05 feet; (6) thence N.83°53'08"W., a distance of 100.00 feet; (7) N.89°38'01"W., a distance of 1799.71 feet; (8) thence S.84°43'32"W., a distance of 100.41 feet; (9) thence N.89°39'57"W., a distance of 100.05 feet; (10) thence N.84°04'16"W., a distance of 100.40 feet; (11) thence N.89°38'23"W., a distance of 1798.25 feet to a point on the West line of Section 35, Township 39 South, Range 19 East, Sarasota County, Florida; thence S.00°17'41"W., along said West line of said Section 35, a distance of 5099.43 feet to the Northwest corner of Section 2, Township 40 South, Range 19 East, Sarasota County, Florida; thence S.01°00'41"W., along the West line of said Section 2, a distance of 1318.65 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 2; thence S.89°15'33"E., along the North line of said Southwest Quarter of the Northwest Quarter, a distance of 1308.82 feet to the Northeast corner of said Southwest Quarter of the Northwest Quarter; thence S.01°19'18"W., along the East line of said Southwest Quarter of the Northwest Quarter, a distance of 1319.93 feet to the Southeast corner of said Southwest Quarter of the Northwest Quarter; thence N.89°12'31"W., a distance of 1301.94 feet to the West Quarter corner of said Section 2; thence S.01°01'27"W., along the West line of the Southwest Quarter of said Section 2, a distance of 2638.12 feet to the Southwest corner of said Section 2; thence S.89°08'48"E., along the South line of the said Southwest Quarter of Section 2, a distance of 2573.26 feet to the South Quarter corner of said Section 2; thence S.89°10'04"E., along the South line of the Southeast Quarter of said Section 2, a distance of 2572.48 feet to the Southwest corner of Section 1, Township 40 South, Range 19 East; thence S.88°59'00"E., along the South line of the Southwest Quarter of the Southwest Quarter of said Section 1, a distance of 1391.30 feet to said Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 1; thence N.01°15'43"E., along the West line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1323.11 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence S.89°02'25"E., along the North line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1379.18 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence S.01°16'10"W., along the East line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1324.09 feet to the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 1; thence S.88°56'44"E., along the South line of the Southeast Quarter of said Section 1, a distance of 2783.84 feet the Southeast corner of Section 1; thence N.00°08'44"E., along the East line of Section 1, a distance of 2653.78 feet to the East Quarter corner of Section 1; thence continue along said East line of Section 1, N.00°08'52"E., a distance of 2653.77 feet to the Southeast

corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.01°19'34"E., along the East line of said Section 36, a distance of 3876.89 feet to the POINT OF BEGINNING.

Parcel contains 2344.7965 acres more or less.

TRACT II

A parcel of land lying in Section 36, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

Commence at the Northeast corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.89°32'13"W., along the North line of said Section 36, a distance of 1319.98 feet; thence S.00°27'47"W., perpendicular to said North line of Section 36, a distance of 124.55 feet to a point on the South Right of Way Line of State Road No. 45 (also known as U.S. Highway No. 41), and the Northwest corner of lands described in Official Records Instrument #2003001867, Public Records of Sarasota County, Florida, same being the POINT OF BEGINNING; thence S.01°19'34"W., along the West line of said land described in Official Records Instrument #2003001867, a distance of 662.06 feet to the Southwest corner of said lands; thence S.00°20'59"W., a distance of 35.90 feet to a point on a curve which radius bears N.89°39'01"W., having a radius of 75.00 feet, a central angle of 90°00'00", a chord length of 106.07 feet and a chord bearing of S.45°20'59"W.; thence along the arc of said curve an arc length of 117.81 feet to the end of said curve; thence N.89°39'01"W., a distance of 579.06 feet to a point on the East line of a 100 foot wide Easement (Taylor Ranch Trail) recorded in Official Records Book 2913, Page 1787, Sarasota County, Florida; thence N.00°20'59"E., along the East line of said 100 foot wide Easement, a distance of 773.00 feet to a point on said South Right of Way Line of said State Road No 45 (also known as U.S. Highway No. 41); thence S.89°38'21"E., along said North Line of said Right of Way, a distance of 665.35 feet to the POINT OF BEGINNING.

Parcel contains 11.6638 acres more or less.

{00046433: v: 3}

EXHIBIT "B"

(See attached Property description)

EXHIBIT "B"

DESCRIPTION:

TRACT I

A parcel of land lying in Sections 35 and 36, Township 39 South Range 19 East, and Sections 1 and 2, Township 40 South, Range 19 East, Sarasota County, Florida, described as follows:

Commence at the Northeast Corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence S.01°19'34"W., along the East line of said Section 36, a distance of 1421.71 feet to the POINT OF BEGINNING; thence N.89°39'01"W., leaving said East line of Section 36, a distance of 1961.34 feet to a point on the East line of a 100.00 foot wide Easement (Taylor Ranch Trail), recorded in Official Records Book 2913, Page 1787, Public Records of Sarasota County, Florida; thence S.00°20'59"W., along said East line of a 100.00 foot wide Easement, a distance of 933.32 feet; thence N.89°39'01"W., along the South line of said 100.00 foot wide Easement, a distance of 100.00 feet to the Southeast corner of lands described in Official Records Book 2020, Page 2228 (Taylor Ranch Elementary School), Public Records of Sarasota County, Florida; thence along the boundary of said lands the following four (4)courses: (1) N.89°39'01"W., a distance of 933.32 feet; (2) thence N.00°20'59"E., a distance of 515.93 feet; (3) thence N.89°39'01"W., a distance of 417.39 feet; (4) thence N.00°20'59"E., along said boundary and it's northerly extension, a distance of 1707.36 feet to the a point on the South Right of Way Line of State Road No. 45 (also known as U.S. Highway No. 41); thence along the South line of said Right of Way the following eleven (11) courses: (1) N.89°38'21"W., a distance of 394.82 feet; (2) N.83°55'43"W., a distance of 100.50 feet; (3) thence N.89°38'20"W., a distance of 2599.35 feet; (4) thence S.84°40'37"W., a distance of 100.38 feet; (5) thence N.89°41'50"W., a distance of 100.05 feet; (6) thence N.83°53'08"W., a distance of 100.00 feet; (7) N.89°38'01"W., a distance of 1799.71 feet; (8) thence S.84°43'32"W., a distance of 100.41 feet; (9) thence N.89°39'57"W., a distance of 100.05 feet; (10) thence N.84°04'16"W., a distance of 100.40 feet; (11) thence N.89°38'23"W., a distance of 1798.25 feet to a point on the West line of Section 35, Township 39 South, Range 19 East, Sarasota County, Florida; thence S.00°17'41"W., along said West line of said Section 35, a distance of 5099.43 feet to the Northwest corner of Section 2, Township 40 South, Range 19 East, Sarasota County, Florida; thence S.01°00'41"W., along the West line of said Section 2, a distance of 1318.65 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 2; thence S.89°15'33"E., along the North line of said Southwest Quarter of the Northwest Quarter, a distance of 1308.82 feet to the Northeast corner of said Southwest Quarter of the Northwest Quarter; thence S.01°19'18"W., along the East line of said Southwest Quarter of the Northwest Quarter, a distance of 1319.93 feet to the Southeast corner of said Southwest Quarter of the Northwest Quarter; thence N.89°12'31"W., a distance of 1301.94 feet to the West Quarter corner of said Section 2; thence S.01°01'27"W., along the West line of the Southwest Quarter of said Section 2, a distance of 2638.12 feet to the Southwest corner of said Section 2; thence S.89°08'48"E., along the South line of the said Southwest Quarter of Section 2, a distance of 2573.26 feet to the South Quarter corner of said Section 2; thence S.89°10'04"E., along the South line of the Southeast Quarter of said Section 2, a distance of 2572.48 feet to the Southwest corner of Section 1, Township 40 South, Range 19 East; thence S.88°59'00"E., along the South line of the Southwest Quarter of the Southwest Quarter of said Section 1, a distance of 1391.30 feet to said Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 1; thence N.01°15'43"E., along the West line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1323.11 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence S.89°02'25"E., along the North line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1379.18 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter of Section 1; thence S.01°16'10"W., along the East line of said Southeast Quarter of the Southwest Quarter of Section 1, a distance of 1324.09 feet to the Southeast corner of the Southeast Quarter of the Southwest Quarter of Section 1; thence S.88°56'44"E., along the South line of the Southeast Quarter of said

Section 1, a distance of 2783.84 feet the Southeast corner of Section 1; thence N.00°08'44"E., along the East line of Section 1, a distance of 2653.78 feet to the East Quarter corner of Section 1; thence continue along said East line of Section 1, N.00°08'52"E., a distance of 2653.77 feet to the Southeast corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.01°19'34"E., along the East line of said Section 36, a distance of 3876.89 feet to the POINT OF BEGINNING.

Parcel contains 2344.7965 acres more or less.

TRACT II

A parcel of land lying in Section 36, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

Commence at the Northeast corner of Section 36, Township 39 South, Range 19 East, Sarasota County, Florida; thence N.89°32'13"W., along the North line of said Section 36, a distance of 1319.98 feet; thence S.00°27'47"W., perpendicular to said North line of Section 36, a distance of 124.55 feet to a point on the South Right of Way Line of State Road No. 45 (also known as U.S. Highway No. 41), and the Northwest corner of lands described in Official Records Instrument #2003001867, Public Records of Sarasota County, Florida, same being the POINT OF BEGINNING; thence S.01°19'34"W., along the West line of said land described in Official Records Instrument #2003001867, a distance of 662.06 feet to the Southwest corner of said lands; thence S.00°20'59"W., a distance of 35.90 feet to a point on a curve which radius bears N.89°39'01"W., having a radius of 75.00 feet, a central angle of 90°00'00", a chord length of 106.07 feet and a chord bearing of S.45°20'59"W.; thence along the arc of said curve an arc length of 117.81 feet to the end of said curve; thence N.89°39'01"W., a distance of 579.06 feet to a point on the East line of a 100 foot wide Easement (Taylor Ranch Trail) recorded in Official Records Book 2913, Page 1787, Sarasota County, Florida; thence N.00°20'59"E., along the East line of said 100 foot wide Easement, a distance of 773.00 feet to a point on said South Right of Way Line of said State Road No 45 (also known as U.S. Highway No. 41); thence S.89°38'21"E., along said North Line of said Right of Way, a distance of 665.35 feet to the POINT OF BEGINNING.

Parcel contains 11.6638 acres more or less.

TRACT III

The Southeast Quarter of the Southwest Quarter of Section 1, Township 40 South, Range 19 East, Sarasota County, Florida.

Parcel contains 42.1123 acres more or less.

EXHIBIT "C"

(See attached Site Plan)

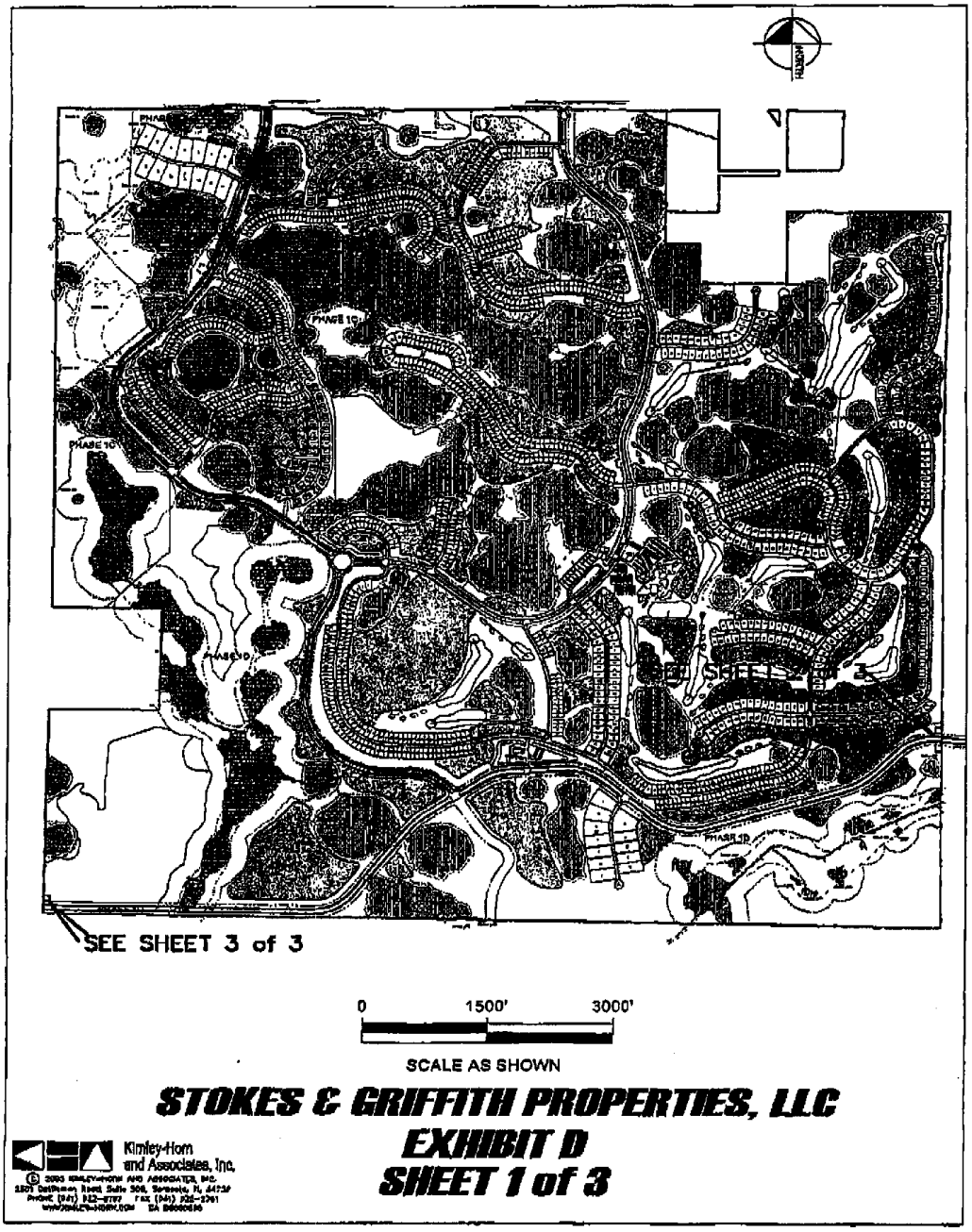
Kimley-Horn and Associates, Inc.

EXHIBIT "C"
STONES & BUFFALO PROPERTIES, LLC
Timberland Site Plan

{00046433: v: 3}

EXHIBIT "D"

(See attached gate way feature plan)



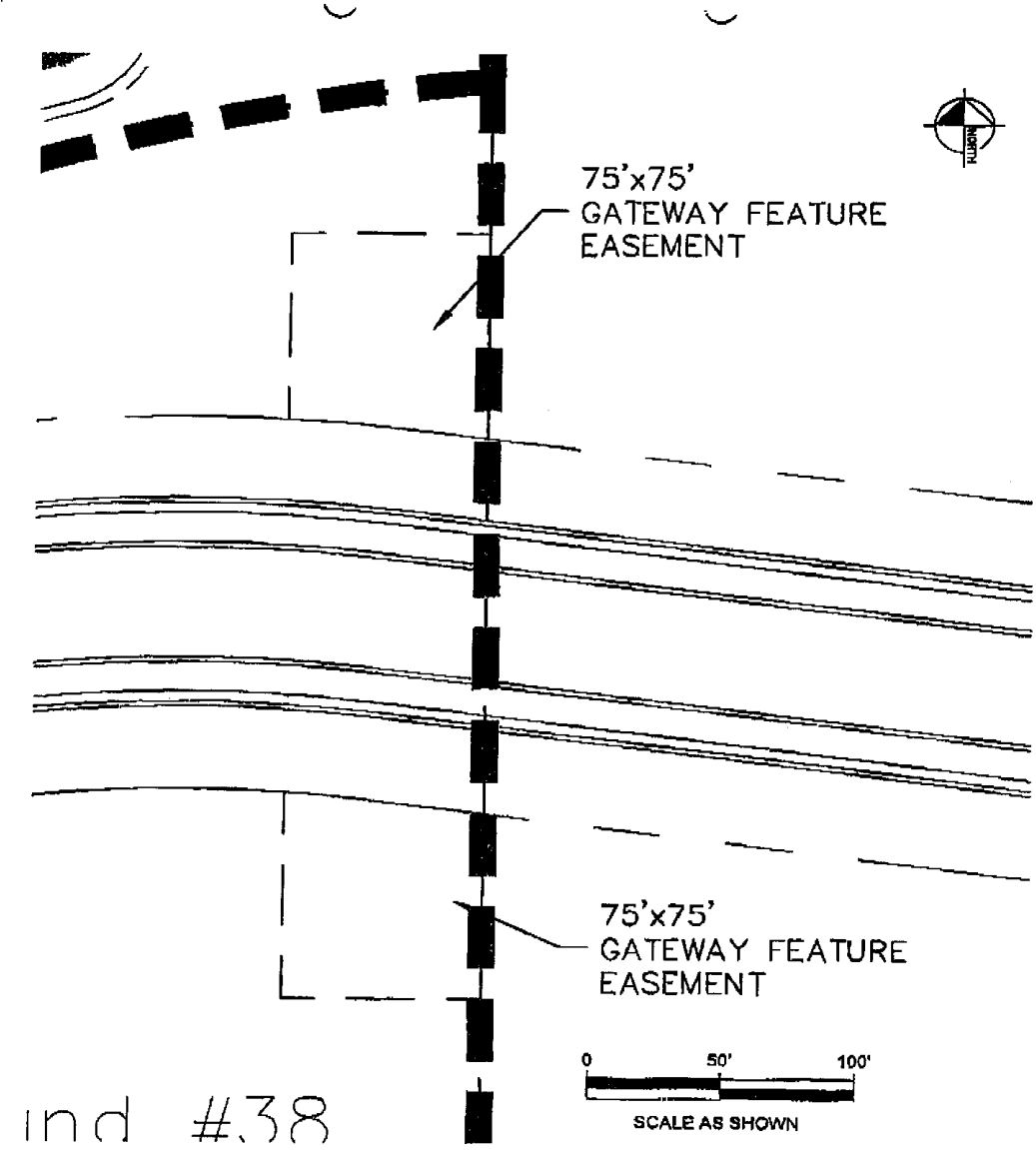
STOKES & GRIFFITH PROPERTIES, LLC

EXHIBIT D

SHEET 1 of 3

Kimley-Horn and Associates, Inc.

© 2005 KIMLEY-HORN AND ASSOCIATES, INC.



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STOKES & GRIFFITH PROPERTIES, LLC

EXHIBIT D

SHEET 2 of 3

Kimley-Horn and Associates, Inc.

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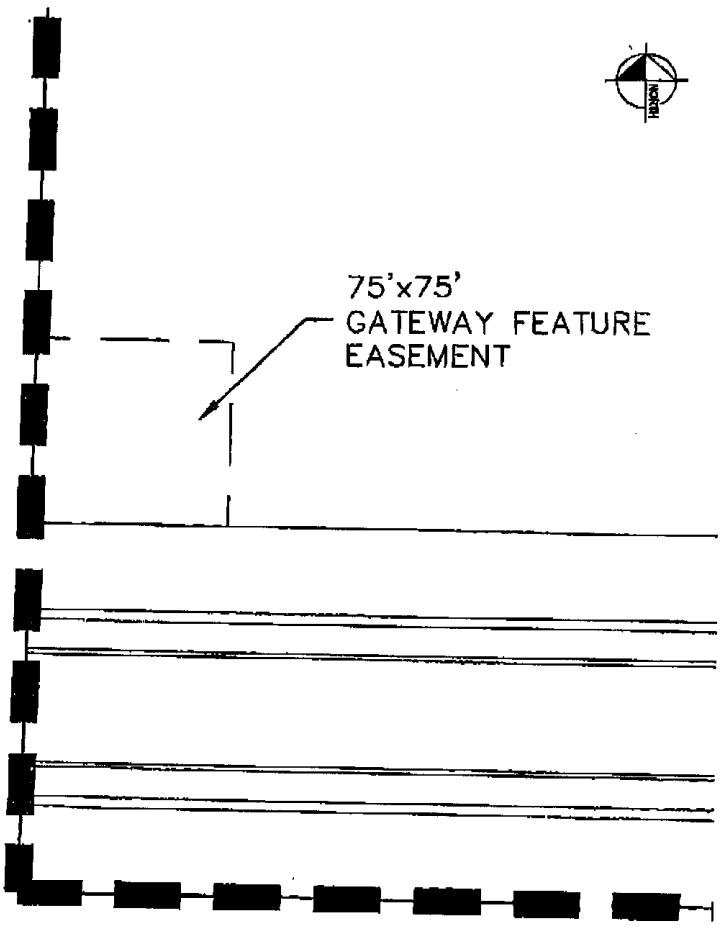


0 50' 100'

SCALE AS SHOWN

STOKES & GRIFFITH PROPERTIES, LLC

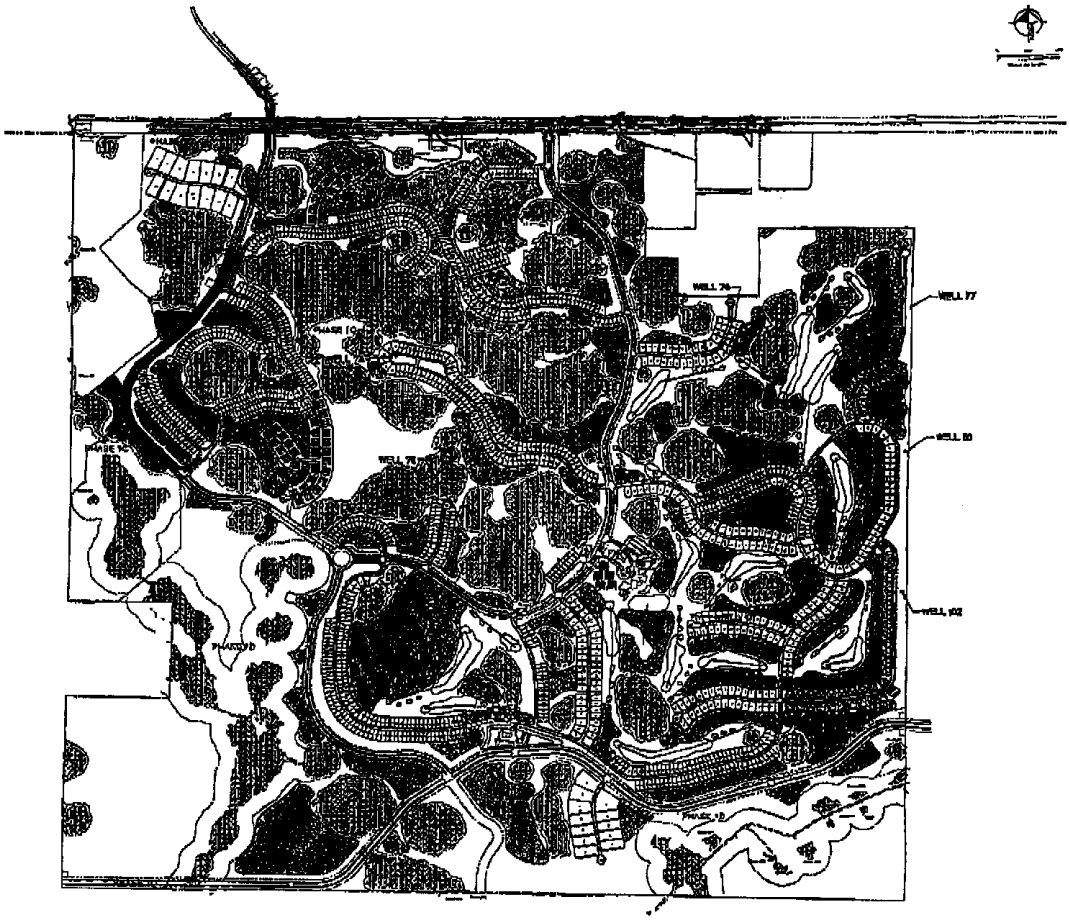
EXHIBIT D

SHEET 3 of 3

Kimley-Horn and Associates, Inc.

EXHIBIT "E"

(See attached water wells location plan)



STOKES & GRIFFITH PROPERTIES, LLC
GENERAL WELL LOCATION EXHIBIT
EXHIBIT E

Kimley-Horn and Associates, Inc.

(cc. 55.50)
12

Return to:
Michael J. Belle, P.A.
2364 Fruitville Road
Sarasota, Florida 34237

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003001869 12 PGS
2003 JAN 06 01:43 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
TRAIN 3 Receipt#261911

2003001869

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

Prepared by and return to: Brandon G. Bridges, Esq.
Cushing, Morris, Armbruster & Montgomery, LLP
229 Peachtree Street, N.E.
Suite 2110
Atlanta, GA 30303

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions ("Declaration") between Fourth Quarter Properties XXXII, LLC, a Georgia limited liability company (hereinafter referred to as "Grantor"), and New Life Assembly of God of Venice, Florida, Inc., a Florida corporation (hereinafter referred to as "Grantee"), is dated and effective as of December 31, 2002

DECLARATION OF PROTECTIVE COVENANTS

Grantor hereby reserves this Declaration, for the benefit of those properties which presently are, or hereafter may be designated as part of "Taylor Ranch" (or whatever other name is given to the land in the future), as described on the attached Exhibit "A", incorporated herein by reference, and Grantor and Grantee hereby covenant and agree that the property and the estates granted by the Special Warranty Deed from Grantor to Grantee of even date herewith, which property description therein is incorporated herein by reference (hereinafter "Property"), are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following covenants and restrictions, which shall run with the land and shall be binding upon Grantee, the heirs, legal representatives, successors and assigns of Grantee, and all parties having or acquiring any right, title, or interest in and to the Property.

ARTICLE I
COMMENCEMENT OF CONSTRUCTION

[redacted]

1.2 Plans. Grantee hereby agrees that construction of the Church shall substantially conform with the exterior plans and appearance specifications, if any, approved by Grantor in the manner provided in Article II herein below.

1.3 The Property. Grantor and Grantee acknowledge that the Property conveyed by the aforementioned Special Warranty Deed is hereby declared to be and is designated as part of the Property.

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ARTICLE II
PLAN APPROVAL

2.1 Quality of Appearance. The exterior of the Church and the site development on the Property shall be planned and constructed to a level of quality and appearance compatible and comparable with the existing appearances and site development schemes of structures located on or adjacent to Taylor Ranch. All utilities serving the Property or the Church or both shall be underground except for temporary utilities for construction purposes; all exterior lighting placed on the Property or the Church shall be similar to those types of lighting which are used by structures on or adjacent to Taylor Ranch.

2.2 Plan Approval. Construction of the Church or site development of the Property shall not commence unless and until Grantee has obtained from Grantor, in the manner set forth herein below, Grantor's unqualified and unconditional reasonable approval of any and all preliminary and final exterior plans and appearance specifications, as hereinafter described, relating to such construction of the Church and site development on the Property, including, without limitation, plans and specifications for the exterior of the Church. The scope of review by Grantor shall be limited to exterior appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with Church or zoning codes or standards, or any similar or dissimilar factors. Commencement of construction prior to receipt of a letter of approval of the Grantor, a copy of which must be signed by the Grantee, and returned to the Grantor for retention, is strictly prohibited. All such plans and specifications shall be submitted to Grantor for Grantor's review and approval or disapproval in the following manner:

2.2.1 Preliminary Plans and Specifications. Grantee will submit to Grantor, for Grantor's review and approval or disapproval, preliminary plans of the exterior elevation of the Church and all sides thereof; specifications for irrigation; specifications for landscape maintanence; specifications for exterior materials of the Church; and a site plan of the Property showing all proposed improvements, grades, curbs, curb cuts, landscaping, lighting, and location of exterior signs, and showing the topography before and after development such that drainage can be assessed by Grantor (the "Site Layout"). Within fifteen (15) business days from the date Grantor receives all such preliminary plans and specifications in whole, Grantor will give Grantee written notice of Grantor's approval or disapproval thereof, which approval shall not be unreasonably withheld. Any approval by Grantor, whether actual or implied, of such preliminary plans or specifications or both shall in no event obligate Grantor to approve the final plans and specifications.

2.2.2 Final Plans and Specifications. Grantee will submit to Grantor, for Grantor's review and approval or disapproval, final plans, specifications and samples (if the same materially deviate from the preliminary plans and specifications) which shall include, without limitation, working drawings of the exterior of the Church, final specifications of exterior materials of the Church, working drawings of the elevation of the Church and all sides thereof, detailed landscaping plans, and detailed plans for exterior signs and for lighting. Within fifteen (15) business days from the date Grantor receives all such final plans and specifications, Grantor will give Grantee written notice of Grantor's approval or disapproval thereof which approval shall not be unreasonably withheld. The construction of the Church and the development of the site

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shall be in strict compliance with said final plans and specifications submitted to and approved by Grantor, if any.

2.3 Additional Construction. From and after the time the Church is completed in accordance with the provisions hereof Grantee will not construct any additional buildings without first procuring Grantor's reasonable consent to the exterior components thereof.

2.4 Modification to Church. Any material modifications of the exterior of the Church or of the site development of the Property subsequent to Grantor's approval of the final plans and specifications in accordance with Section 2.2.2 will be in character with the final plans and specifications so approved by Grantor and compatible with the architecture of other similar structures. Grantee shall make no material and adverse modification unless and until Grantee first obtains Grantor's approval of preliminary and final plans and specifications therefor. Grantor's approval of such preliminary and final plans and specifications shall be obtained in the same manner set forth in Section 2.2, except that Grantor shall give Grantee written notice of its approval or disapproval of such plans within fifteen (15) business days of its receipt of all plans and specifications.

2.5 Signs. Any exterior sign(s) must be monument signs only; no pylon signs shall be allowed. All signage shall conform to applicable Sarasota County and Florida state law and all signage shall be subject to Grantor's reasonable approval.

2.6 Disapproval of Plans. In the event Grantor ever reasonably disapproves any preliminary or final plans or specifications of the Church or of any modification of the Church or of the site development, or disapproves of any other plans or specifications required to be submitted by Section 2, Grantor shall specify in detail those objections which Grantor may have to same. If Grantor shall disapprove the preliminary or final plans and the parties are unable to agree upon such final plans, Grantee shall amend said plans to meet Grantor's reasonable objections.

2.7 Drainage, Sewage, and Utilities Provisions. Without limiting any other provision herein:

2.7.1 In connection with the construction of the Church and of any modifications thereof and of any additional buildings and with the site development of the Property, Grantee shall make such provision for drainage, sewage and utilities of the Property (and any improvements) as is satisfactory to Grantor (and such provision shall be a part of the aforementioned preliminary and final plans) and to any appropriate county, municipal, or governmental agencies having authority over such construction and development. Further, Grantee hereby covenants and agrees to hold Grantor harmless against any and all loss, cost, damage, or injury which Grantor shall ever suffer or endure because of Grantee's failure to make adequate provisions for drainage of the Property after said proposed construction and development.

2.7.2 Existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots, unless approved by the adjacent lot owner(s) and/or the proper government authorities.

ARTICLE III
REPAIR OF DAMAGE; INDEMNITY

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

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12 PGS

3.1 Grantee shall repair, restore, or replace, as Grantor shall direct, any property not located on the Property, whether personal or real, by whomever owned, which is damaged, destroyed, or injured in any way by Grantee, its agents, representatives, designees, employees, or successors or assigns, in connection with the construction of the Church or the site development on the Property, including, without limitation, any right-of-way curbs, median curbs, signs, or pavement in the rights-of-way of dedicated or undedicated roads within; and Grantee hereby agrees to indemnify and hold Grantor harmless from any and all liabilities, claims, and losses resulting from or arising in connection with any such damage, destruction, or injury.

ARTICLE IV
MAINTENANCE

4.1 Maintenance of Property. Before such construction of the Church is commenced, during such construction, and after such construction is completed, the Property and areas contiguous to road right of ways including any future access roads, shall be kept grassed, mowed, and otherwise maintained by Grantee in an attractive appearance and to a level of quality equal to or better than maintenance of other sites or common areas maintained in similar projects in Sarasota County. In the event Grantee fails to keep the Property so grassed, mowed, and maintained, Grantor, its representatives, agents, or employees shall have the right, after seven (7) days' notice to Grantee, to enter onto the Property at reasonable times and perform all work needed or desired in order to maintain the Property in the manner provided. Such entrance upon the Property for such purposes shall not be a trespass. Grantee hereby agrees to pay Grantor such reasonable and documented costs and expenses as Grantor shall incur by so acting to maintain the Property within ten (10) days from the receipt by Grantee of a statement from Grantor for any such work.

4.2 Maintenance During Construction. The following provisions shall be observed:

4.2.1 Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

4.2.2 All building debris, stumps, trees, etc., must be removed from the Property by builder as often as necessary to keep the Property attractive. Such debris shall not be dumped in any area of Property.

4.2.3 During construction, all vehicles, including those delivering supplies, must be parked on the building lot where the construction is under way so as to not unnecessarily damage any other adjacent property.

[redacted]

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purposes may be unsatisfactory in this document when received.

INSTRUMENT # 2003001869
12 PGS

DELETE

[redacted]

ARTICLE VI
GENERAL RESTRICTIONS

In addition to other restrictions that may be contained in the aforementioned Special Warranty Deed:

6.1 Nuisances. No noxious, offensive, or illegal activities shall be carried on upon any parcel nor shall anything be done on any parcel, which may be or may become an annoyance or nuisance to the Property area.

6.2 Mining, etc. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon the Property and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on the Property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property.

6.3 Antennas. All outside radio and television antennas shall be properly screened.

6.4 Trash. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage or other waste shall not be kept on the Property, except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material as not to be visible from any road or lake within sight distance of the parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

INSTRUMENT # 2003001869
12 PGS

ARTICLE VII
ENFORCEMENT

7.1 In the event of a violation of breach of any of these restrictions, or any amendments thereto by any property owner, or agent of such owner, Grantor, its successors and assigns, or any other party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other charges, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a difference violation. Grantor shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

ARTICLE VIII
DURATION AND AMENDMENT

8.1 The restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of Grantor and any owner of property which presently is, or may hereafter be designated as part of Property, their respective legal representatives, heirs, successors and assigns for the maximum period of time allowed by Florida law (the "Restriction Period") from the date hereof, unless waived in writing by Grantor.

ARTICLE IX
NO RECIPROCAL NEGATIVE EASEMENTS

9.1 Grantor and Grantee covenant and agree that the hereinabove provided restrictions shall not encumber or restrict or burden, either as reciprocal negative easements or as implied covenants or as restrictive covenants or as equitable servitudes or as any other right or interest or claim, any other properties owned in part or entirely by Grantor and which may benefit from the hereinabove provided restrictions, it being the intention of Grantor and Grantee that only the Property shall be restricted hereby.

ARTICLE X
SEVERABILITY

10.1 Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and every combination of the restrictions. Invalidation by any court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

(Signatures appear on following pages)

INSTRUMENT # 2003001869
12 PGS

Signed, sealed and delivered
by Grantor in the presence of:

Witness

GRANTOR: FOURTH QUARTER
PROPERTIES XXXII, LLC

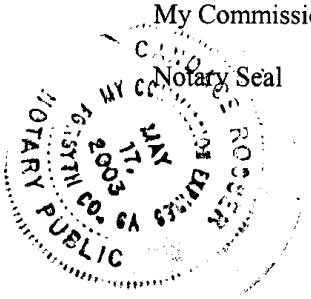
By: _____
Bruce Williams, Authorized Agent

STATE OF Georgia }
COUNTY OF Forsyth }

THE FOREGOING INSTRUMENT was acknowledged before me this 30th day of Dec., 2002 by Bruce Williams, as Authorized Agent of Fourth Quarter Properties XXXII, LLC, on behalf of the corporation and the partnership, who is personally known to me or who has produced a driver's license as identification.

Kandie Rosser
Notary Public
KANDIE ROSSER
Print Notary Name
My Commission Expires: May 17, 2003

Notary Seal



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INSTRUMENT # 2003001869
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Signed, sealed and delivered
by Grantee in the presence of:

Witness

GRANTEE: NEW LIFE ASSEMBLY OF GOD OF VENICE, FLORIDA, INC.

By: Rev. Randolph S. Burt
Title: Rev. RANDALPH E. BURT

STATE OF }
COUNTY OF }

THE FOREGOING INSTRUMENT was acknowledged before me this 31 Day December 2002 by RANDOLPH S. BURT, the PASTER, on behalf of the corporation and the partnership, who is personally known to me or who has produced a driver's license as identification.

Notary Public

Michael J. Belle
Print Notary Name

My Commission Expires:

MICHAEL JOHN BELLE
MY COMMISSION # CC 860880
EXPIRES: December 4, 2003
Bonded Thru Notary Public Underwriters

Notary Seal

Exhibit "A"
Legal Description

INSTRUMENT # 2003001869
12 PGS

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 35, 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.

All of Section 36, 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 conveyed in Official Records Book 2020, Page 2228 and Official Records Book 2955, Page 1891, of the Public Records of Sarasota County, Florida.

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

That part of Section 21, lying Southwesterly of State Road No. 777 (West River Road).

That part of Section 28, lying Southwesterly of State Road No. 777 (West River Road).

All of Section 29, 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.

All of Section 30, 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 parcel conveyed to Florida Power & Light Company consisting of approximately 4.66 acres in the SW 1/4 as described in Official Records Book 1036, Page 802, of the Public Records of 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.

All of Section 32, 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 conveyed in Official Records Book 2785, Page 634 and Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida.

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 33, lying West of State Road No. 777, 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 conveyed in Official Records Book 2389, Page 528; Official Records Book 1571, Page 2172 and Official Records Instrument No. 1998166154, of the Public Records of Sarasota County, Florida.

The South 1/2 of Section 34, lying West of the Myakka River, and that part of the NW 1/4 of the SW 1/4 of the NW 1/4 lying West of State Road No. 777, less and except the following:

The North 1/2 of the NW 1/4 of the SW 1/4; and the NW 1/4 of the NE 1/4 of the SW 1/4.

The maintained right-of-way of South River Road.

The right-of-way of State Road No. 777 (as realigned) as per Official Records Book 2679, Pages 2750 through 2754.

That portion conveyed in Official Records Instrument No. 2000002794 and Official Records Instrument No. 1999111833, 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 19 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 1, less and except the following:

The SE 1/4 of the SW 1/4.

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12 PGS

All of Section 2, less and except the following:

The SW 1/4 of the NW 1/4.

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

All of Section 3, less and except the following:

The maintained right-of-way of East River Road.

That portion conveyed in Order of Taking recorded in Official Records Book 2679, Pages 2750 through 2754, of the Public Records of Sarasota County, Florida.

That portion conveyed in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida.

The maintained right-of-way of State Road No. 777 (South River Road).

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12 PGS

All of Section 4, less and except the following:

That portion conveyed in Official Records Instrument No. 2000002794, of the Public Records of Sarasota County, Florida.

All of Section 5, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 6, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 7, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 8.

All of Section 9.

All of Section 10, less and except the following:

The maintained right-of-way of East River Road.

The maintained right-of-way of State Road No. 777 (South River Road).

All of Section 15, less and except the following:

The maintained right-of-way of State Road No. 777 (South River Road).

That portion conveyed in Official Records Instrument No. 2000163556, of the Public Records of Sarasota County, Florida.

All of Section 17, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 18, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following:

Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811 through 974, of the Public Records of Sarasota County, Florida.

INSTRUMENT # 2003001869
12 PGS

The maintained right-of-way of State Road No. 777 (South River Road).

All of Section 21, less and except the following:

The maintained right-of-way of State Road No. 777 (South River Road).

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 State Road No. 777 (South River Road) conveyed in Official Records Book 986, Page 904, of the Public Records of Sarasota County, Florida.

Right-of-way conveyed in Official Records Book 2097, Page 396, of the Public Records of Sarasota County, Florida (Gissinger Road).

That portion conveyed in Official Records Instrument No. 2000163556, of the Public Records of Sarasota County, Florida.

TOGETHER WITH THE FOLLOWING EASEMENTS WHICH BENEFIT THE PROPERTY TO BE INSURED HEREUNDER:

Easement Agreement (Stormwater Drainage and Flowage) recorded in Official Records Book 3065, Page 615, of the Public Records of Sarasota County, Florida.

Grant of Perpetual Non-Exclusive Easement (Access and Utility) recorded in Official Records Instrument No. 1999044368, of the Public Records of Sarasota County, Florida.

Perpetual Non-Exclusive Access and Utility Agreement recorded in Official Records Instrument No. 2000002798, of the Public Records of Sarasota County, Florida.

Easement reserved for ingress, egress and utilities in Warranty Deed recorded in O.R. Book 2020, Page 2228.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2014062918 6 PG(S)
May 29, 2014 12:19:24 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Doc Stamp-Deed: $254,982.00

Purchase Price: $33,183,000
Additional Consideration: $3,243,000
Doc Tax: $254,982
Record: $ 52.50

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 SARASOTA, 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: 0821-11-1000, 0825-00-1000, 0827-00-1000, 0829-00-1000, 0831-00-1000, 0833-00-1000, 0830-00-1000, 0833-00-1001.

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

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

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

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

[Signatures appear on the following page]

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

GRANTOR:

Signed, sealed and delivered in the presence of:

Print Name: Lesli L. Leberman

Print Name: Lori L. Scott

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

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

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.

(Notary Seal)

BARBARA DESTEFANO NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 6, 2018

Signature of Notary Public

BARBARA DESTEFANO
Print Name of Notary Public

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

EXHIBIT "A"

Tract 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, 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.

Tract contains 3660.0040 Acres, more or less.

EXHIBIT "B"

Permitted Exceptions for Tract D

Taxes for the year 2014 and subsequent years, not yet due and payable.

The following maters (which are reflected in the title commitment 16-2014-000351 issued through Old Republic National Title Insurance Company):

4. Easements in favor of Florida Power & Light Company recorded in Deed Book 64, Page 78 ; Deed Book 64, Page 80; Deed Book 67, Page 179 ; and Subordination of Utility Interest recorded in Instrument # 2001077188, as to the preceding easements; Deed Book 64, Page 24; Deed Book 67, Page 183; Deed Book 71, Page 42; Deed Book 83, Page 210; Deed Book 83, Page 216; Deed Book 89, Page 527 ; Deed Book 98, Page 314 ; Official Records Book 1656, Page 183, all of the Public Records of Sarasota County, Florida.
5. (Intentionally omitted).
6. (Intentionally omitted).
7. (Intentionally omitted).
8. (Intentionally omitted).
9. Easements in favor of Englewood Water District recorded in Official Records Book 1320, Page 2150 and Official Records Book 2154, Page 991, together with Partial Vacation of Easement recorded in Instrument # 2004058080, of the Public Records of Sarasota County, Florida.
10. (Intentionally omitted).
11. (Intentionally omitted).
12. (Intentionally omitted).
13. (Intentionally omitted).
14. (Intentionally omitted).
15. (Intentionally omitted).
16. (Intentionally omitted).
17. (Intentionally omitted).
18. (Intentionally omitted).
19. (Intentionally omitted).
20. (Intentionally omitted).
21. (Intentionally omitted).
22. (Intentionally omitted).
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. (Intentionally omitted)

28. Easement Agreement recorded in Instrument # 2006215897, Public Records of Sarasota County, Florida.
29. (Intentionally omitted).
30. Easement Agreement recorded in Instrument # 2008060373, of the Public Records of Sarasota County, Florida.
31. Easement Agreement recorded in Instrument # 2008060372, Public Records of Sarasota County, Florida.
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. (Intentionally omitted).
34. (Intentionally omitted).
35. Easement in favor of Sarasota County recorded in Instrument # 2003254590, of the Public Records of Sarasota County, Florida.
36. Easement in favor of Sarasota County recorded in Instrument # 2003255516, of the Public Records of Sarasota County, Florida.
37. (Intentionally omitted).
38. Easement in favor of Englewood Water District recorded in Instrument # 2006038381, of the Public Records of Sarasota County, Florida.
39. (Intentionally omitted).
40. (Intentionally omitted).
41. (Intentionally omitted).
42. (Intentionally omitted).
43. (Intentionally omitted).
44. (Intentionally omitted).
45. (Intentionally omitted).
46. (Intentionally omitted).
47. (Intentionally omitted).
48. (Deleted)
49. (Intentionally omitted).
50. (Intentionally omitted).
51. (Intentionally omitted).
52. (Intentionally omitted).
53. (Intentionally omitted)
54. Any and all boundary inconsistencies, encroachments and other matters shown on the survey certified by Britt Surveying, Inc. dated March 28, 2014, Job Number 08-09-08A.
55. (Deleted)
56. Common law drainage rights in the streams and watercourses on the property.
57. (Intentionally omitted).
58. (Intentionally omitted).
59. (Intentionally omitted.
60. (Intentionally omitted).
61. Riparian and littoral rights.

62. (Deleted).

63. (Deleted).

64. (Deleted).

65. General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 26, 2006; First Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 9, 2008; Second Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated February 23, 2009; Third Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 26, 2010; Fourth Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 30, 2012.

66. (Deleted).

67. (Deleted).

68. Assignment of Leases and Rents recorded in Instrument # 2002164320, as modified in First Modification Agreement in Instrument # 2004126454, further modified in Second Modification in Instrument # 2005011686, Third Modification in Instrument # 2007054545, Fourth Modification in Instrument # 2008053030, Fifth Modification Agreement in Instrument # 2008060376, , Seventh Modification recorded in Instrument # 2009030319, Amendment to Mortgage Deed and Security Agreement and Amendment to Assignment of Leases and Rents in Instrument # 2009030320, Amended and Restated Mortgage and Security Agreement in Instrument # 2010039123, Modification Agreements in Instrument # 2011013257, 2011030279, 2012051784, 2012095624, 2012132626, and 2013097933, re-recorded in Instrument # 2013106487, and Amended and Restated Assignment of Leases and Rents recorded in Instrument # 2010039124, all of the Public Records of Sarasota County, Florida.

Return To:
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

State of Florida

Department of State

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015141234 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 SARASOTA, LLLP changing its name to WINCHESTER FLORIDA RANCH, 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 A14000000256.

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

Ken Detzner
Secretary of State

CR2EO22 (1-11)

FILED
15 APR 21 PM 12:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

Thomas Ranch Land Partners Sarasota, 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 A14000000256, 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:

Winchester Florida Ranch, 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*

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:

Title	Name	Address	Type of Action
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove

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.**

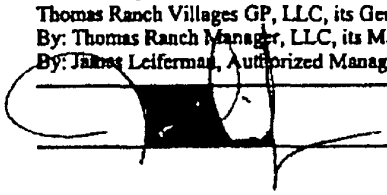
(NOTE: If adding or removing" limited liability limited partnership" status, all general partners must sign this amendment.)

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

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 GP, LLC, its General Partner
By: Thomas Ranch Manager, LLC, its Manager
By: James Leiferman, Authorized Manager



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

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

3

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003255516 3 PGS
2003 DEC 23 04:41 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
FMILLER Receipt#415943

2003255516

NON-EXCLUSIVE ACCESS AND MAINTENANCE EASEMENT

THIS EASEMENT, made this 24th day of November, 2003, by and between **FOURTH QUARTER PROPERTIES XXXII, LLC, a Foreign Limited Liability Corporation**, whose mailing address is c/o Thomas Enterprises, Inc, 300 Village Green Circle, Suite 200, Smyrna, GA 30080, hereinafter called the **GRANTOR,** and **SARASOTA COUNTY**, a political subdivision of the State of Florida, hereinafter called **GRANTEE.**

WITNESSETH, that the GRANTOR, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant, unto the GRANTEE, its successors and assigns forever, a Non-Exclusive Ingress/Egress Easement, to access property adjacent to the easement area for construction and maintenance purposes of drainage structures, over and upon the following described land of the GRANTOR, to-wit:

See attached Exhibit "A", attached hereto and made a part hereof

GRANTEE shall indemnify, hold harmless and defend the Fourth Quarter Properties XXXII, LLC, to the extent allowed by law and without waiving the County's right to sovereign immunity and limitations as provided for in Florida Statute Chapter 768.

AND THE GRANTOR covenants with the GRANTEE that it is lawfully seized of said lands, and that it has good, right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

Instrument Prepared by & Returned To:
Real Property Management
Sarasota County

INSTRUMENT # 2003255516
3 PGS

IN WITNESS WHEREOF the **GRANTOR** hereunto sets their hand and seal this first date written above.

Signed and Sealed in the presence of two witnesses as required by law:

Fourth Quarter Properties XXXII LLC

Stanley E. Thomas, As Manager

FirstWitness
Print Name: G. Lamar Maddox

Second Witness
Print Name: Katherine Wible

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this 24th day of November, 2003, by Stanley E. Thomas, as manager, on behalf of FOURTH QUARTER PROPERTIES XXXII, LLC, a Foreign Limited Liability Corporation,, who is personally known to me or who has produced _____ as identification and **(did/did not)** take an oath. If no type of identification is indicated, the above-referenced person(s) is personally known to me.

Notary Public

CHERYL J EDWARDS
Print Name
Commission No._____
Expiration Date_____

(SEAL)

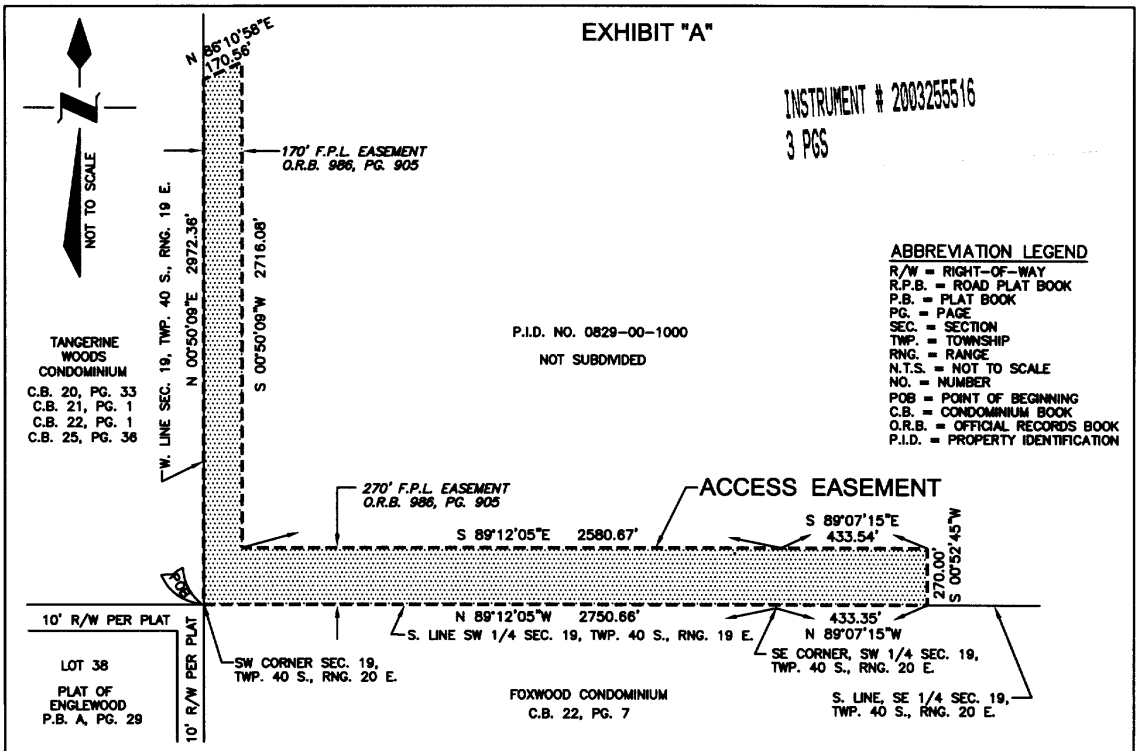
CHERYL J. EDWARDS NOTARY PUBLIC EXPIRES 5/27/07 COBB COUNTY GEORGIA

Parcels: 450.08

Prepared By: Lin Kurant, Manager
Public Works/Real Property
Attn: Elizabeth C. Wholeben
1301 Cattlemen Road, Bldg. C
Sarasota, Florida 34232
(941) 861-6868

EXHIBIT "A"

INSTRUMENT # 200325516
3 PGS



That part of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Section 19; thence run North 00°50'09"East along the West line of said Section 19 for a distance of 2972.36 feet; thence run North 86°10'58"East for a distance of 170.56 feet; thence run South 00°50'09"West for a distance of 2716.09 feet; thence run South 89°12'05"East for a distance of 2580.67 feet; thence run South 89°07'15"East for a distance of 433.54 feet; thence run South 00°52'45"West for a distance of 270.00 feet to the intersection with the South line of the Southeast Quarter of said Section 19; thence run North 89°07'15"West along said South line for a distance of 433.35 feet to the Southeast corner of the Southwest Quarter (¼) of said Section 19; thence run North 89°12'05"West along the South line of the Southwest Quarter of said Section 19 for a distance of 2750.66 feet to the Point of Beginning.

Containing 30.3 acres, more or less.

Subject to a 170 foot wide and 270 foot wide Florida Power and Light Easement recorded in Official Records Book 0986, Page 0905 of the Public Records of Sarasota County, Florida.

TERI S. OWEN, SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
STATE OF FLORIDA
1301 CATTLEMEN ROAD
SARASOTA, FLORIDA 34232-9604

TERI S. OWEN CERTIFICATE No. 5928 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

9-16-03
DATE

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE WEST LINE OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, BEING N 00°50'09"E.
2. SUBJECT TO EASEMENTS OF RECORD.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

ACCESS EASEMENT

NORTH ENGLEWOOD LATERAL

PARCEL NO. 450.08	DRAWN	T.OWEN	DATE	9-16-03	SCALE N.T.S.
PARCEL = 1,320,276.9 Square Feet ±	CHECKED	J.M.	DATE	9-16-03	JOB NO.

I:\SURVEY\NEngLat\p45008.dwg

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003254590 4 PGS
2003 DEC 22 04:43 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
CFOLKINS Receipt#415377

2003254590

Instrument Prepared By & Returned To:
JOHN S. HERRLI
Real Property Manager, Sarasota County

NON-EXCLUSIVE PERMANENT DRAINAGE EASEMENT

THIS EASEMENT, made this 24th day of November, 2003, by and between **FOURTH QUARTER PROPERTIES XXXII, LLC, a Foreign Limited Liability Corporation**, whose mailing address is c/o Thomas Enterprises, Inc, 300 Village Green Circle, Suite 200, Smyrna, GA 30080, hereinafter called the **GRANTOR,** and **SARASOTA COUNTY**, a political subdivision of the State of Florida, hereinafter called **GRANTEE.**

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the **GRANTEE**, its successors and assigns forever, a **NON-EXCLUSIVE PERMANENT DRAINAGE EASEMENT**, for the purpose of storm water drainage, including but not limited to excavation, backfilling and grading, installation of storm water facilities, access, maintenance, repair, replacement, enlargement or removal of the drainage facilities and equipment lying within the easement and right of access, in, over and upon the following described land of the **GRANTOR**, to-wit:

See Exhibit "A", attached hereto and made a part hereof

GRANTEE shall indemnify, hold harmless and defend the Fourth Quarter Properties XXXII, LLC, to the extent allowed by law and without waiving the County's right to sovereign immunity and limitations as provided for in Florida Statute Chapter 768.

GRANTOR covenants with the **GRANTEE** that the **GRANTOR** is lawfully seized of said land in fee simple; that **GRANTOR** has good right and lawful authority to grant this easement and shall take no action to interfere with the **GRANTEE's** lawful use of said easement; that the **GRANTOR** hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

INSTRUMENT # 2003254590
4 PGS

IN WITNESS WHEREOF the **GRANTOR** hereunto sets their hand and seal this first date written above.

Signed and Sealed in the presence of two witnesses as required by law:

Fourth Quarter Properties XXXII LLC

Stanley E. Thomas, As Manager

First Witness
Print Name: G. Lamar Maddox

Second Witness
Print Name: Katherine Wible

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this 24th day of November, 2003, by Stanley E. Thomas, as manager, on behalf of FOURTH QUARTER PROPERTIES XXXII, LLC, a Foreign Limited Liability Corporation,, who is personally known to me or who has produced _____ as identification and **(did/did not)** take an oath. If no type of identification is indicated, the above-referenced person(s) is personally known to me.

Notary Public

CHERYL J EDWARDS
Print Name
Commission No._____
Expiration Date_____

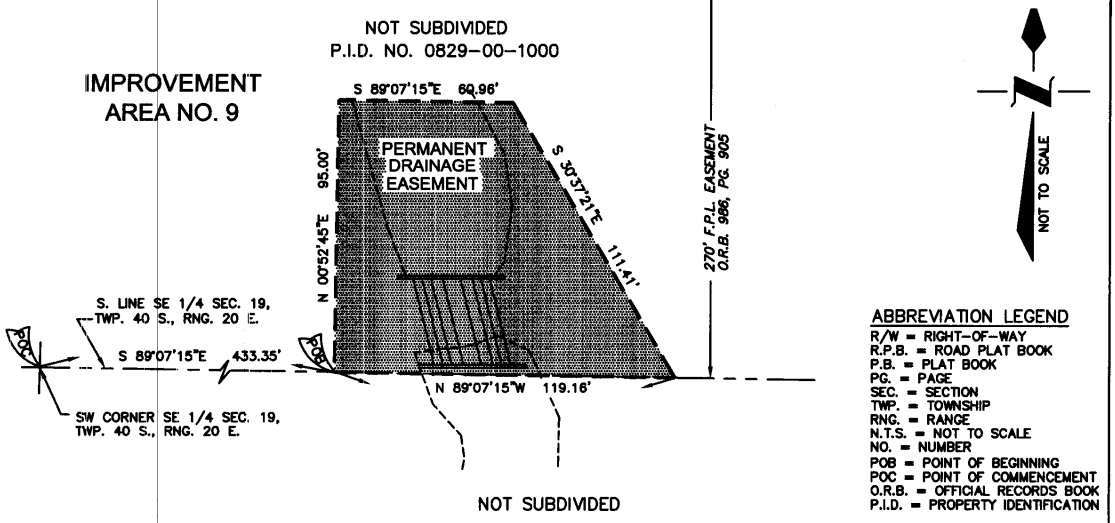
Parcels: 450.01 and 450.01A

Prepared By: Lin Kurant, Manager
Public Works/Real Property
Attn: Elizabeth C. Wholeben
1301 Cattlemen Road, Bldg. C
Sarasota, Florida 34232
(941) 861-6868

CHERYL J. EDWARDS NOTARY PUBLIC COBB COUNTY GEORGIA EXPIRES

INSTRUMENT # 2003254590
4 PGS

EXHIBIT "A"



ABBREVIATION LEGEND

R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
P.B. = PLAT BOOK
PG. = PAGE
SEC. = SECTION
TWP. = TOWNSHIP
RNG. = RANGE
N.T.S. = NOT TO SCALE
NO. = NUMBER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
O.R.B. = OFFICIAL RECORDS BOOK
P.I.D. = PROPERTY IDENTIFICATION

That part of the Southeast Quarter (1/4) of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Southeast Quarter (1/4) of Section 19; thence run South 89°07'15"East for a distance of 433.35 feet to the POINT OF BEGINNING; thence run North 00°52'45"East for a distance of 95.00 feet; thence run South 89°07'15"East for a distance of 60.96 feet; thence run South 30°37'21"East for a distance of 111.41 feet to the intersection with the South line of the Southeast Quarter (1/4) of said Section 19; thence run North 89°07'15"West for a distance of 119.16 feet to the Point of Beginning.

Containing 8555.6 square feet, more or less.

Subject to a 270 foot wide Florida Power and Light Easement recorded in Official Records Book 0986, Page 0905 of the Public Records of Sarasota County, Florida.

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE SOUTH LINE OF THE SOUTHEAST QUARTER (1/4) OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, BEING S 89°07'15"E.
2. SUBJECT TO EASEMENTS OF RECORD.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

TERI S. OWEN, SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
STATE OF FLORIDA
1301 CATTLEMEN ROAD
SARASOTA, FLORIDA 34232-9631

STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

9-16-03
DATE

REVISIONS:
ROTATED BEARING TO MATCH OTHER SKETCHES
T.S.O. 9-16-03

I:\SURVEY\NEngLat\p45001.dwg

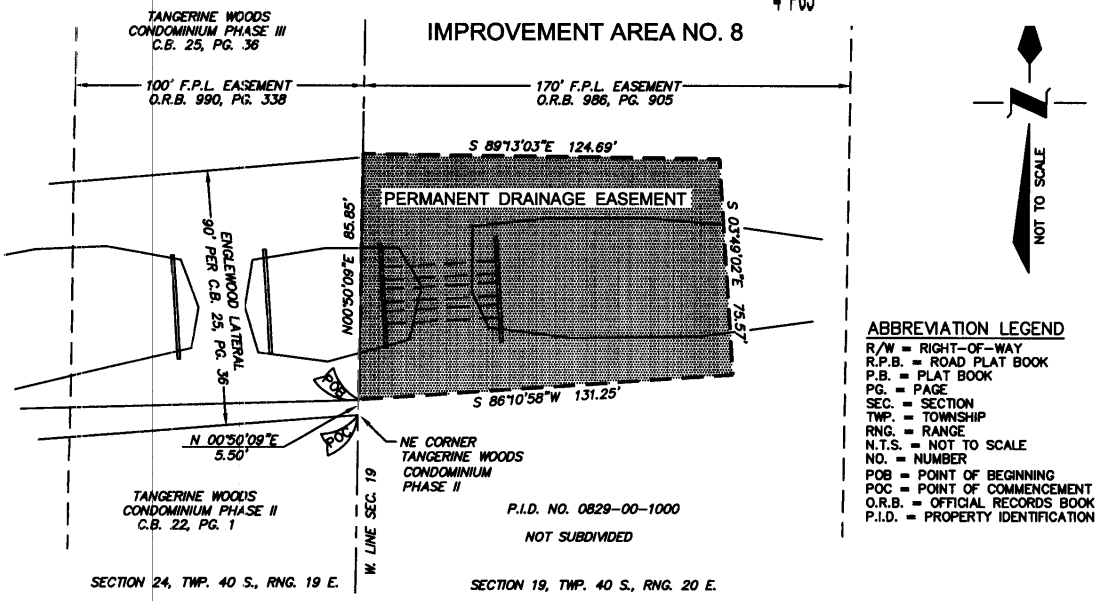
PERMANENT DRAINAGE EASEMENT

IMPROVEMENT AREA NO. 9					
PARCEL NO. 450.01	DRAWN	T.OWEN	DATE	4-29-03	SCALE N.T.S.
PARCEL = 8555.6 Square Feet ±	CHECKED	J.M.	DATE	4-29-03	JOB NO.

INSTRUMENT # 2003254590
4 PGS

EXHIBIT "A"

IMPROVEMENT AREA NO. 8



ABBREVIATION LEGEND
R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
P.B. = PLAT BOOK
PG. = PAGE
SEC. = SECTION
TWP. = TOWNSHIP
RNG. = RANGE
N.T.S. = NOT TO SCALE
NO. = NUMBER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
O.R.B. = OFFICIAL RECORDS BOOK
P.I.D. = PROPERTY IDENTIFICATION

That part of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Tangerine Woods Condominium, Phase II, recorded in Condominium Book 22, Page 1 of the Public Records of Sarasota County, Florida; thence run North 00°50'09"East along the West line of said Section 19 for a distance of 5.50 feet to the POINT OF BEGINNING; thence continue North 00°50'09"East for a distance of 85.85 feet; thence run South 89°13'03"East for a distance of 124.69 feet; thence run South 03°49'02"East for a distance of 75.57 feet; thence run South 86°10'58"West for a distance of 131.25 feet to the Point of Beginning.

Containing 10311.3 square feet, more or less.

Subject to a 170 foot wide Florida Power and Light Easement recorded in Official Records Book 0986, Page 0905 of the Public Records of Sarasota County, Florida.

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON ASSUMED DATUM, THE WEST LINE OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST, BEING N 00°50'09"E.
2. SUBJECT TO EASEMENTS OF RECORD.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

Teri S. Owen

9-16-03
DATE

TERI S. OWEN, SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
STATE OF FLORIDA
1301 CATTLEMEN ROAD
SARASOTA, FLORIDA
34232-9631

STATE OF FLORIDA
No. 5928
REGISTERED SURVEYOR & MAPPER

REVISIONS:
CORRECTED RANGE T.S.O. 9-16-03

I:\SURVEY\NEngLat\p45001a.dwg

PERMANENT DRAINAGE EASEMENT

IMPROVEMENT AREA NO. 8					
PARCEL NO. 450.01A	DRAWN	T.OWEN	DATE	4-29-03	SCALE N.T.S.
PARCEL = 10311.3 Square Feet ±	CHECKED	J.M.	DATE	4-29-03	JOB NO.

2000163556

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2000163556 8 PGS
2000 DEC 27 12:44 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
MTAYLOR Receipt#100651

Prepared By and Return To
STEPHEN K. BOONE, ESQUIRE
BOONE, BOONE, BOONE, HINES & KODA, P.A
1001 AVENIDA DEL CIRCO
VENICE, FL 34285

Parcel ID Number 821001000,833001000,833001001

Warranty Deed

This Indenture, Made this 22 day of December , 2000 A D . **Between** TAYLOR RANCH, INC., a corporation existing under the laws of the State of Florida of the County of Sarasota , State of Florida , **grantor,** and SARASOTA COUNTY, a political subdivision of the State of Florida whose address is P.O. Box 8, Sarasota, FL 34230 of the County of Sarasota , State of Florida , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Sarasota State of Florida to wit

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to restrictions, reservations and easements of record, if any, and taxes for the year 2001 and thereafter.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

Witness
Printed Name: STACEY FORD

Witness
Printed Name: Jessica L Richardson

TAYLOR RANCH, INC.

By: _____ (Seal)
THOMAS H. TAYLOR, JR.
as Vice President
P O Address 7000 Tamiami Trail, Venice, FL 34293

(Corporate Seal)

STATE OF Florida
COUNTY OF Sarasota

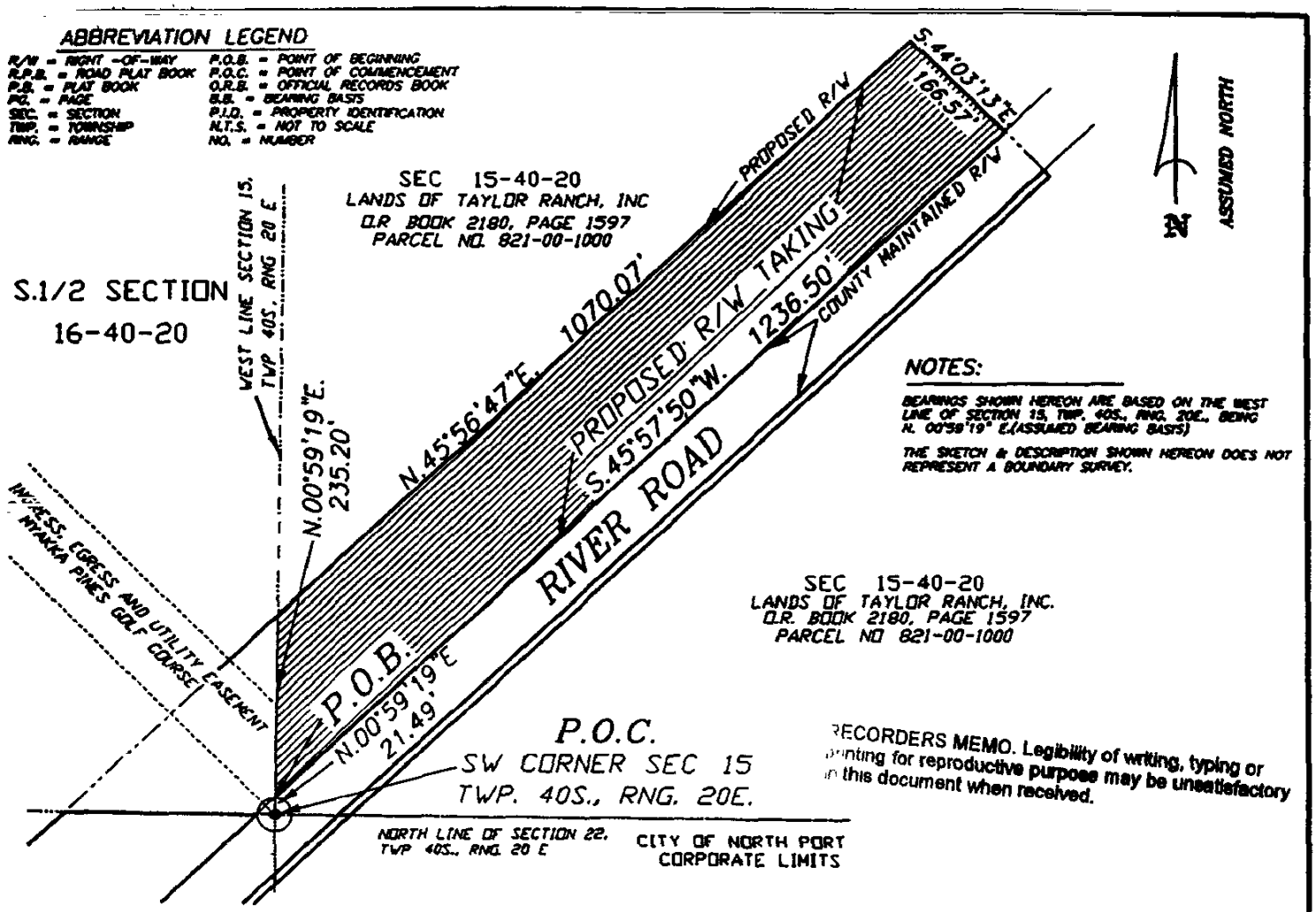
The foregoing instrument was acknowledged before me this 22 day of December , 2000 by THOMAS H. TAYLOR, JR., as Vice President of TAYLOR RANCH, INC., a Florida Corporation, on behalf of the corporation
he is personally known to me or he has produced his driver's license as identification

Stacey Ford
Commission # CC 823486
Expires May 18, 2003
Bonded Thru
Atlantic Bonding Co., Inc

Printed Name:
Notary Public
My Commission Expires

T19-8108

Laser Generated by © Display Systems Inc 2000 (863) 763 5555 Form FLWD-1



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 15, TWP. 40S., RNG. 20E., BEING N. 00°59'19" E.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

RECORDERS MEMO. Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING NORTHWESTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE N.00°59'19"E., ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 21.49 FEET, FOR A POINT OF BEGINNING, THENCE CONTINUE ALONG SAID SECTION LINE, N.00°59'19"E., 235.20 FEET; THENCE N 45°56'47"E., 1070 07 FEET; THENCE S.44°03'13"E., 166.57 FEET, TO SAID EXISTING MAINTAINED RIGHT-OF-WAY LINE, THENCE S.45°57'50"W, ALONG SAID MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 1236.50 FEET, TO THE POINT OF BEGINNING

ALL LYING AND BEING IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA. PARCEL CONTAINING 191,899 SQUARE FEET OR 4 41 ACRES, MORE OR LESS

STRAYER SURVEYING & MAPPING, INC
763 SHAMROCK BLVD
VENICE, FL 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

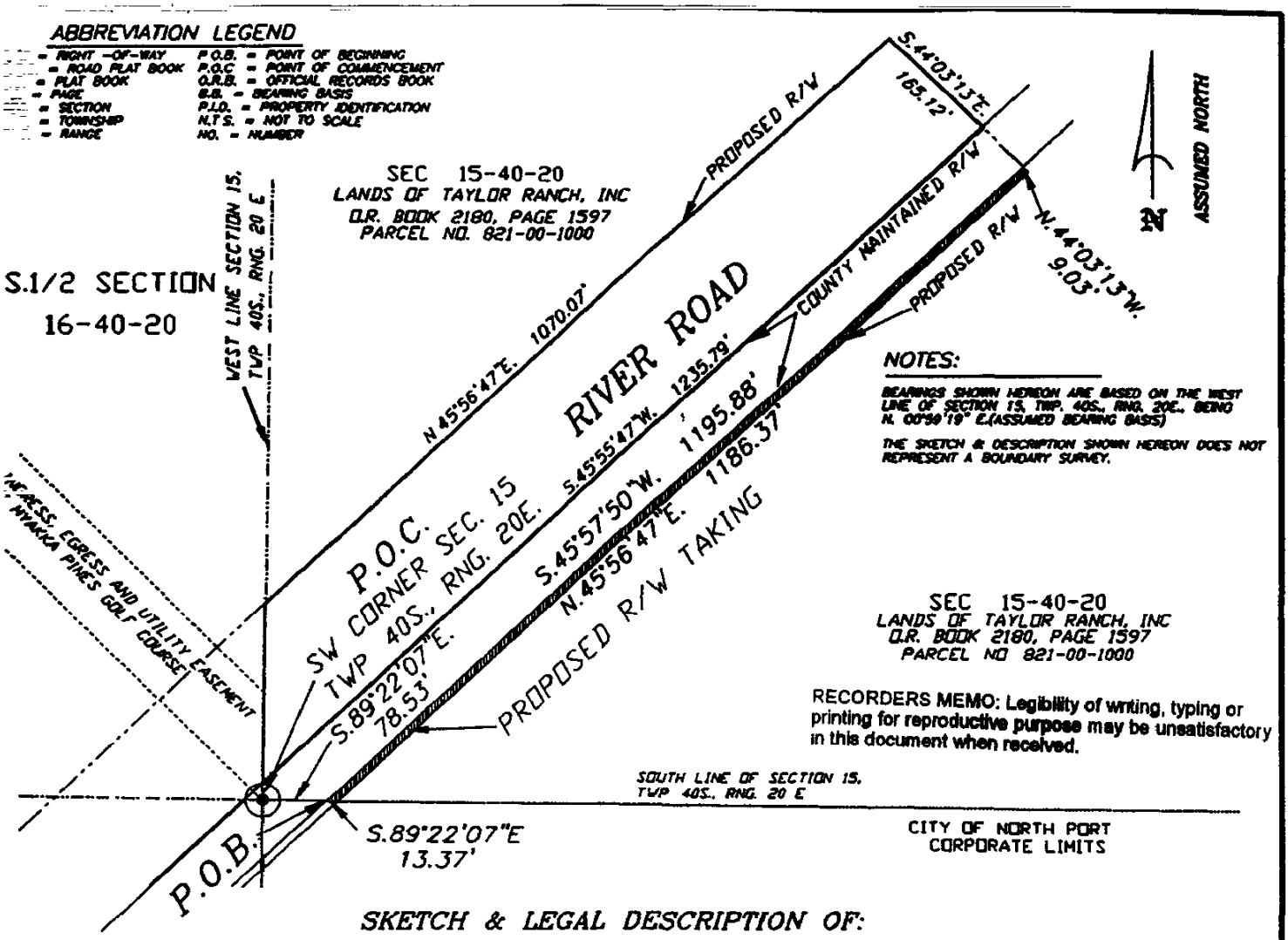
DATE 1/24/00

ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REG. NO. 5027

REVISED 3/30/00, MAINTAINED R/W

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO 95819					
PARCEL NO 100	DRAWN	R B S	DATE	02/18/00	SCALE 1"=200'
PARCEL CONTAINS 191,899 SQ FT ±	CHECKED	B G R	DATE	02/21/00	FILE NO RIVER100

UTILITY EASEMENT RECORDED IN OR BOOK 2180 PAGE 1597



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 15, TWP. 40S., RNG. 20E., BEING N. 00°59'19" E.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

SEC 15-40-20
LANDS OF TAYLOR RANCH, INC
O.R. BOOK 2180, PAGE 1597
PARCEL NO 821-00-1000

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING SOUTHEASTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE S.89°22'07"E., ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 78.53 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION LINE, S.89°22'07"E., 13.37 FEET; THENCE N 45°56'47"E., 1186.37 FEET, THENCE N.44°03'13"W., 9.03 FEET, TO SAID EXISTING MAINTAINED RIGHT-OF-WAY LINE, THENCE S 45°57'50"W, ALONG SAID MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 1195.88 FEET, TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA. PARCEL CONTAINING 10,977 SQUARE FEET, MORE OR LESS

STRAYER SURVEYING & MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL. 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

DATE 1/4/00

ROBERT B. STRAYER JR.
FLORIDA SURVEYOR & MAPPER REG. NO. 5027

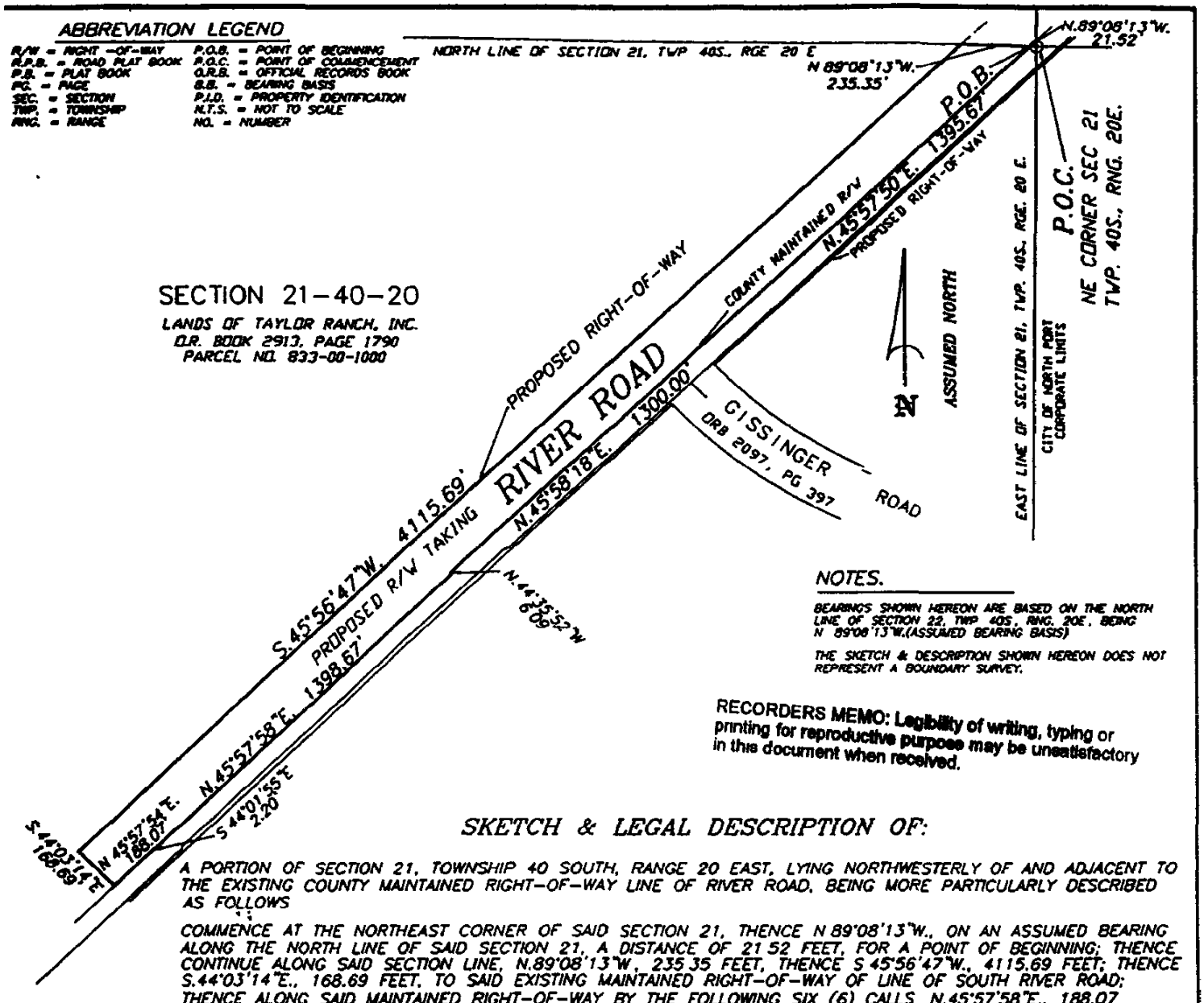
REVISED: 3/31/00, MAINTAINED R/W

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO 95819					
PARCEL NO 100-A	DRAWN	RBS	DATE	02/16/00	SCALE 1"=200'
PARCEL CONTAINS 10,977 SQ FT ±	CHECKED	BGR	DATE	02/21/00	FILE NO. RIVER100-A

OFFICIAL RECORDS INSTRUMENT # 2000155889



NOTES.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP 40S., RNG. 20E., BEING N 89°08'13"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING NORTHWESTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE N 89°08'13"W., ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 21 52 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION LINE, N.89°08'13"W., 235 35 FEET, THENCE S 45°56'47"W., 4115.69 FEET; THENCE S.44°03'14"E., 168.69 FEET, TO SAID EXISTING MAINTAINED RIGHT-OF-WAY OF LINE OF SOUTH RIVER ROAD; THENCE ALONG SAID MAINTAINED RIGHT-OF-WAY BY THE FOLLOWING SIX (6) CALLS N.45°57'58"E., 188.07 FEET, S 44°01'55"E., 2.20 FEET; N 45°57'58"E., 1398 67 FEET, N 44°35'52"W., 6.09 FEET, N 45°58'18"E., 1300 00 FEET, N 45°57'50"E., 1395 67 FEET, TO THE POINT OF BEGINNING

ALL LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA PARCEL CONTAINING 704,148 SQUARE FEET OR 16.17 ACRES, MORE OR LESS

STRAYER SURVEYING & MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO 6639

DATE 4/4/00

ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REG N NO 5027

REVISED, 4\10\00, MAINTAINED R/W

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO. 95819					
PARCEL NO 106	DRAWN	RBS	DATE	4/3/00	SCALE 1"=500'
PARCEL CONTAINS 704,148 SQ FT ±	CHECKED	BGR	DATE	4/3/00	FILE NO RIVER106

CLERK OF CIRCUIT COURT SARASOTA COUNTY, FLORIDA
DOC # 2000070000 D PGS

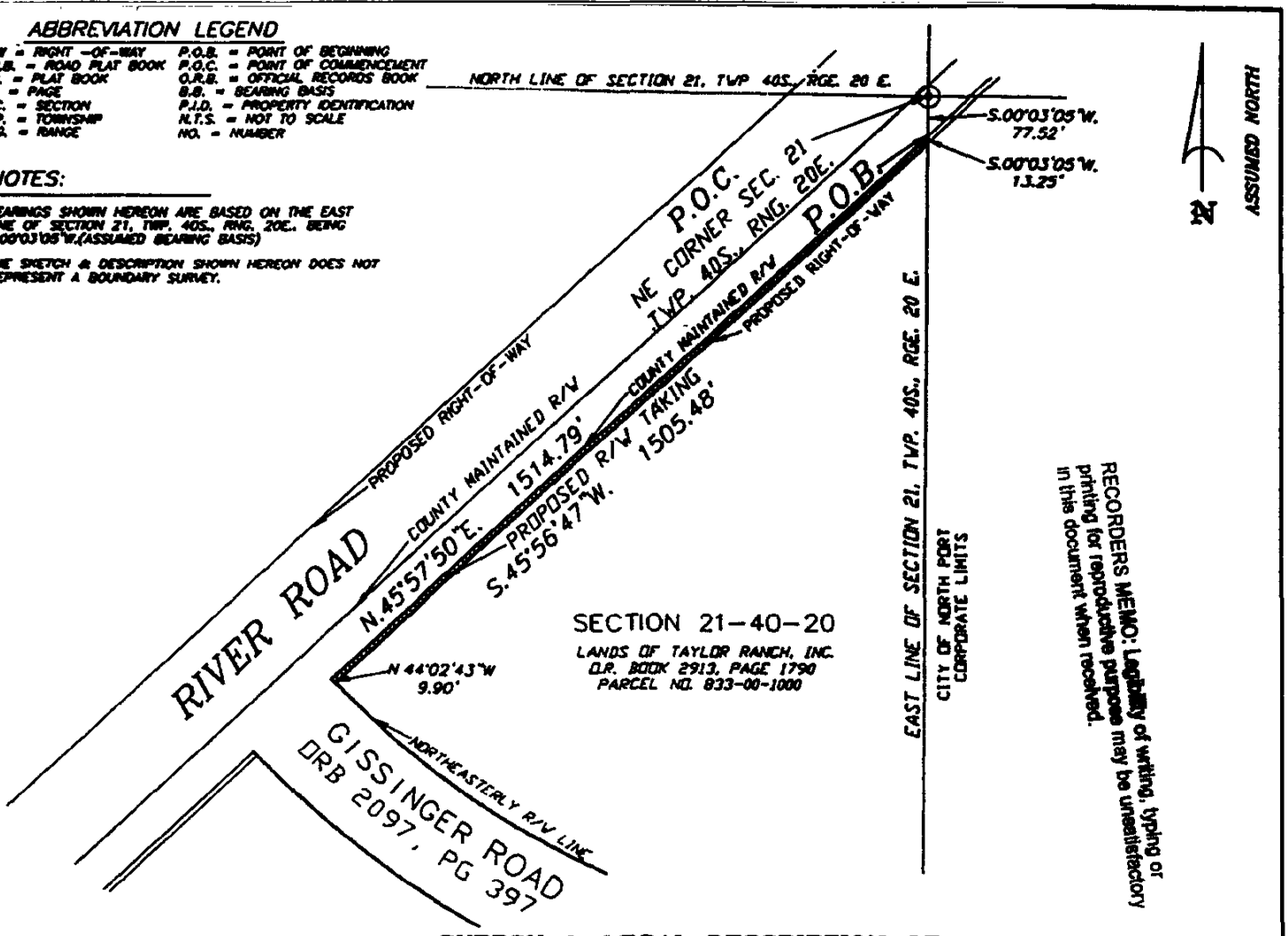
ABBREVIATION LEGEND

R/W = RIGHT-OF-WAY	P.O.B. = POINT OF BEGINNING
R.P.B. = ROAD PLAT BOOK	P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK	O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE	B.B. = BEARING BASIS
SEC. = SECTION	P.I.D. = PROPERTY IDENTIFICATION
TWP. = TOWNSHIP	N.T.S. = NOT TO SCALE
RNG. = RANGE	NO. = NUMBER

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 21, TWP. 40S., RNG. 20E., BEING S.00°03'05"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.



SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING SOUTHEASTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°03'05"W., ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 77.52 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION LINE, S.00°03'05"W., 13.25 FEET; THENCE S.45°56'47"W., 1505.48 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GISSINGER ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 2097, PAGE 397, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, N 44°02'43"W, 9.90 FEET, TO THE SAID MAINTAINED RIGHT-OF-WAY LINE OF RIVER ROAD; THENCE N.45°57'50"E., ALONG SAID MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 1514.79 FEET, TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA PARCEL CONTAINING 14,600 8 SQUARE FEET , MORE OR LESS

STRAYER SURVEYING & MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL. 34293
STRAYER SURVEYING & MAPPING, INC.
LICENSED SURVEYOR BUSINESS NO. 6639

DATE 4/4/00

ROBERT B STRAYER JR
FLORIDA SURVEYOR & MAPPER REG. NO. 5027

REVISED 4/1/00, MAINTAINED R/W

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

RIVER ROAD / WINCHESTER BOULEVARD PROJ. NO. 95819

PARCEL NO 106-A	DRAWN	RBS	DATE	02/18/00	SCALE 1"=300'
PARCEL CONTAINS 14,600 8 SQ FT ±	CHECKED	BGR	DATE	02/21/00	FILE NO RIVER106A

OFFICIAL RECORDS INSTRUMENT # 2000163556 8 pgs

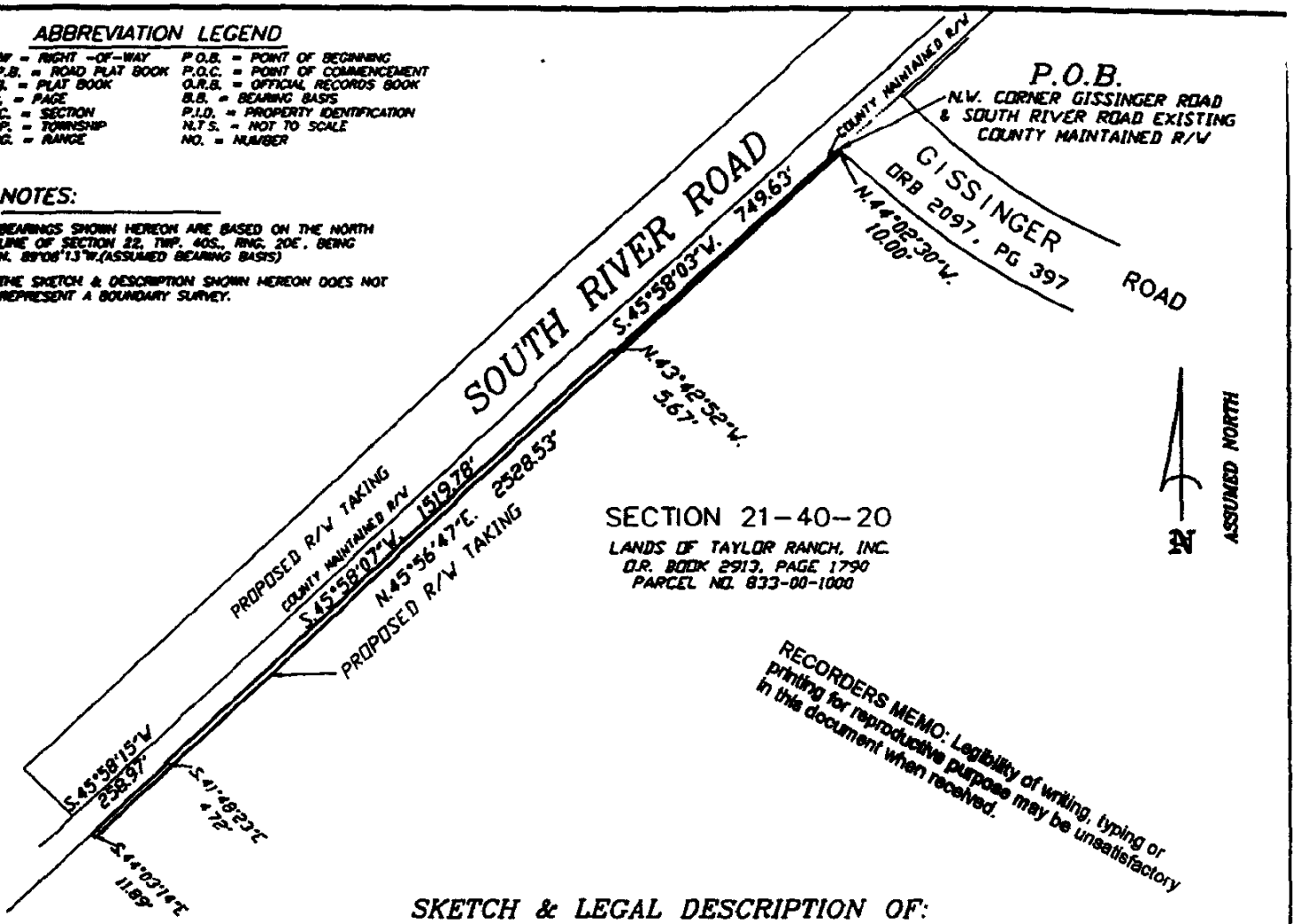
ABBREVIATION LEGEND

R/W = RIGHT -OF-WAY	P.O.B. = POINT OF BEGINNING
R.P.B. = ROAD PLAT BOOK	P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK	O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE	B.B. = BEARING BASIS
SEC. = SECTION	P.I.D. = PROPERTY IDENTIFICATION
TWP. = TOWNSHIP	N.T.S. = NOT TO SCALE
RNG. = RANGE	NO. = NUMBER

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP. 40S., RNG. 20E., BEING N. 89°08'13"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.



RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A PORTION OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, LYING SOUTHEASTERLY OF AND ADJACENT TO THE EXISTING COUNTY MAINTAINED RIGHT-OF-WAY LINE OF SOUTH RIVER ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGIN AT THE NORTHWEST CORNER OF GISSINGER ROAD (A 200' R/W) AS RECORDED IN OFFICIAL RECORDS BOOK 2097, PAGE 397, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND SOUTH RIVER ROAD (A COUNTY MAINTAINED R/W) AS PER MAINTENANCE MAPS OF RECORD FOR SOUTH RIVER ROAD, THENCE ALONG SAID MAINTAINED RIGHT-OF-WAY BY THE FOLLOWING FIVE (5) COURSES. S.45°58'03"W., 749 63 FEET, N 43°42'52"W., 5 67 FEET, S.45°58'07"W., 1519 78 FEET, S.41°48'23"E., 4.72 FEET, S.45°58'15"W., 258.97 FEET; THENCE LEAVING SAID MAINTAINED RIGHT-OF-WAY, S 44°03'14"E., 11.89 FEET, THENCE N.45°56'47"E., 2528.53 FEET, TO THE SOUTH-WESTERLY RIGHT-OF-WAY LINE OF SAID GISSINGER ROAD, THENCE ALONG SAID RIGHT-OF-WAY, N 44°02'30"W., 10 00 FEET, TO THE POINT OF BEGINNING

ALL LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA PARCEL CONTAINING 35,287 0 SQUARE FEET OR 0 81 ACRES, MORE OR LESS

STRAYER SURVEYING & MAPPING, INC.
763 SHAMROCK BLVD.
VENICE, FL 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6633

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

FEE SIMPLE INTEREST

DATE: 4/5/00

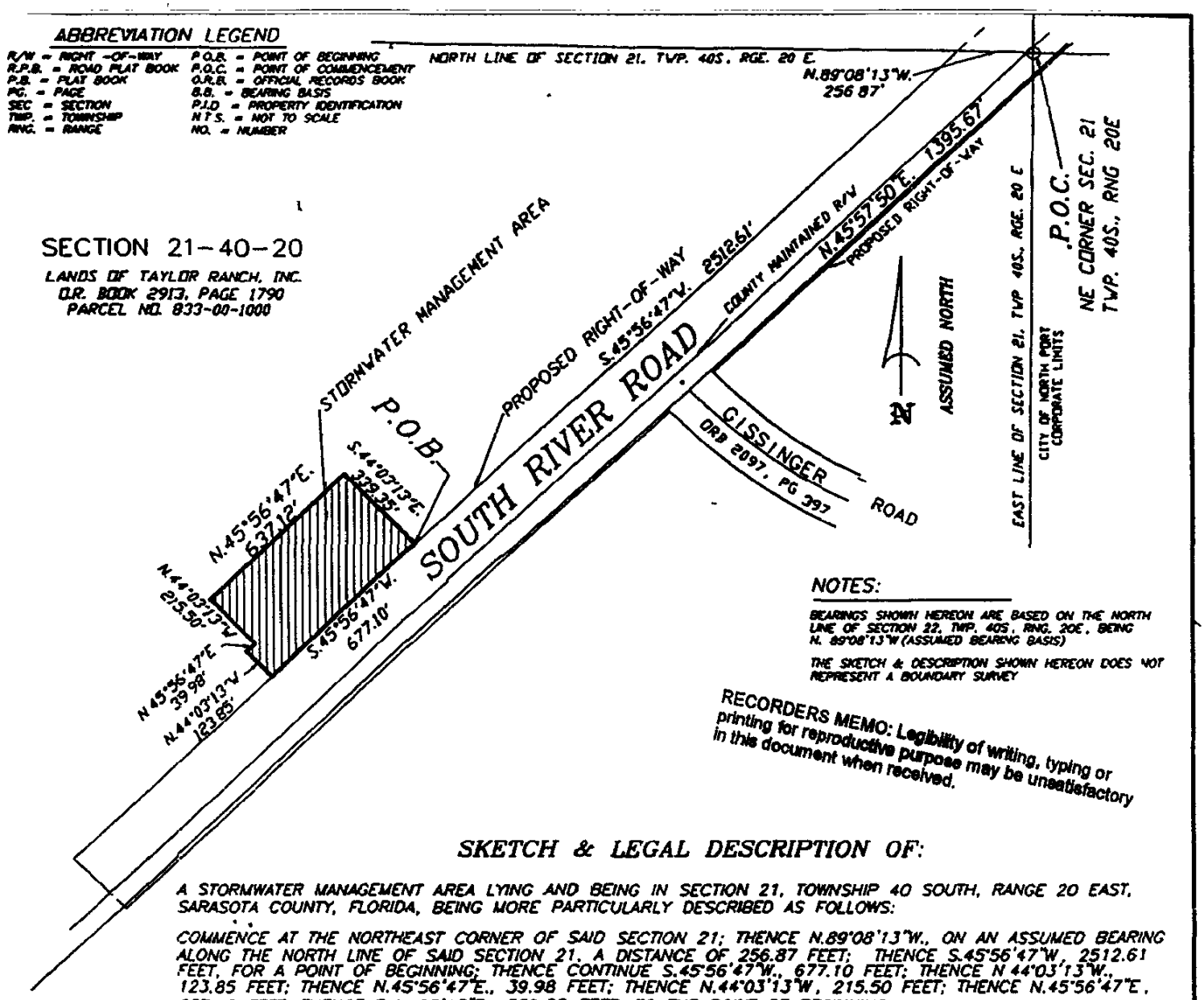
ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REG'N NO. 5027

RIVER ROAD / WINCHESTER BOULEVARD PROJ. NO 95819

PARCEL NO 106-B	DRAWN	R B S	DATE	3/30/00	SCALE 1"=400'
PARCEL CONTAINS 35 287 0 SQ FT ±	CHECKED	J F	DATE	4/5/00	FILE NO RIVER106-B

ABBREVIATION LEGEND

R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
P.B. = PLAT BOOK
PG. = PAGE
SEC = SECTION
TWP. = TOWNSHIP
RNG. = RANGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
O.R.B. = OFFICIAL RECORDS BOOK
B.B. = BEARING BASIS
P.I.D = PROPERTY IDENTIFICATION
N.T.S. = NOT TO SCALE
NO. = NUMBER



SECTION 21-40-20

LANDS OF TAYLOR RANCH, INC.
O.R. BOOK 2913, PAGE 1790
PARCEL NO. 833-00-1000

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP. 40S., RNG. 20E., BEING N. 89°08'13"W (ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A STORMWATER MANAGEMENT AREA LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE N.89°08'13"W., ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 256.87 FEET; THENCE S.45°56'47"W., 2512.61 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE S.45°56'47"W., 677.10 FEET; THENCE N.44°03'13"W., 123.85 FEET; THENCE N.45°56'47"E., 39.98 FEET; THENCE N.44°03'13"W., 215.50 FEET; THENCE N.45°56'47"E., 637.12 FEET, THENCE S.44°03'13"E., 339.35 FEET, TO THE POINT OF BEGINNING

PARCEL CONTAINING 221,159.4 SQUARE FEET OR 5.08 ACRES, MORE OR LESS.

STRAYER SURVEYING
& MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL. 34293
STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

DATE 10/20/00

ROBERT B. STRAYER JR
FLORIDA SURVEYOR & MAPPER REG N NO 502"

REVISED 10/16/00

RIVER ROAD / WINCHESTER BOULEVARD PROJ. NO. 95819					
PARCEL NO 106 5	DRAWN	R B S	DATE	4/10/00	SCALE N T S
PARCEL CONTAINS 221,159 4 SQ FT ±	CHECKED	B G R	DATE	4/12/CO	FILE NO. RIVER106 5

ABBREVIATION LEGEND

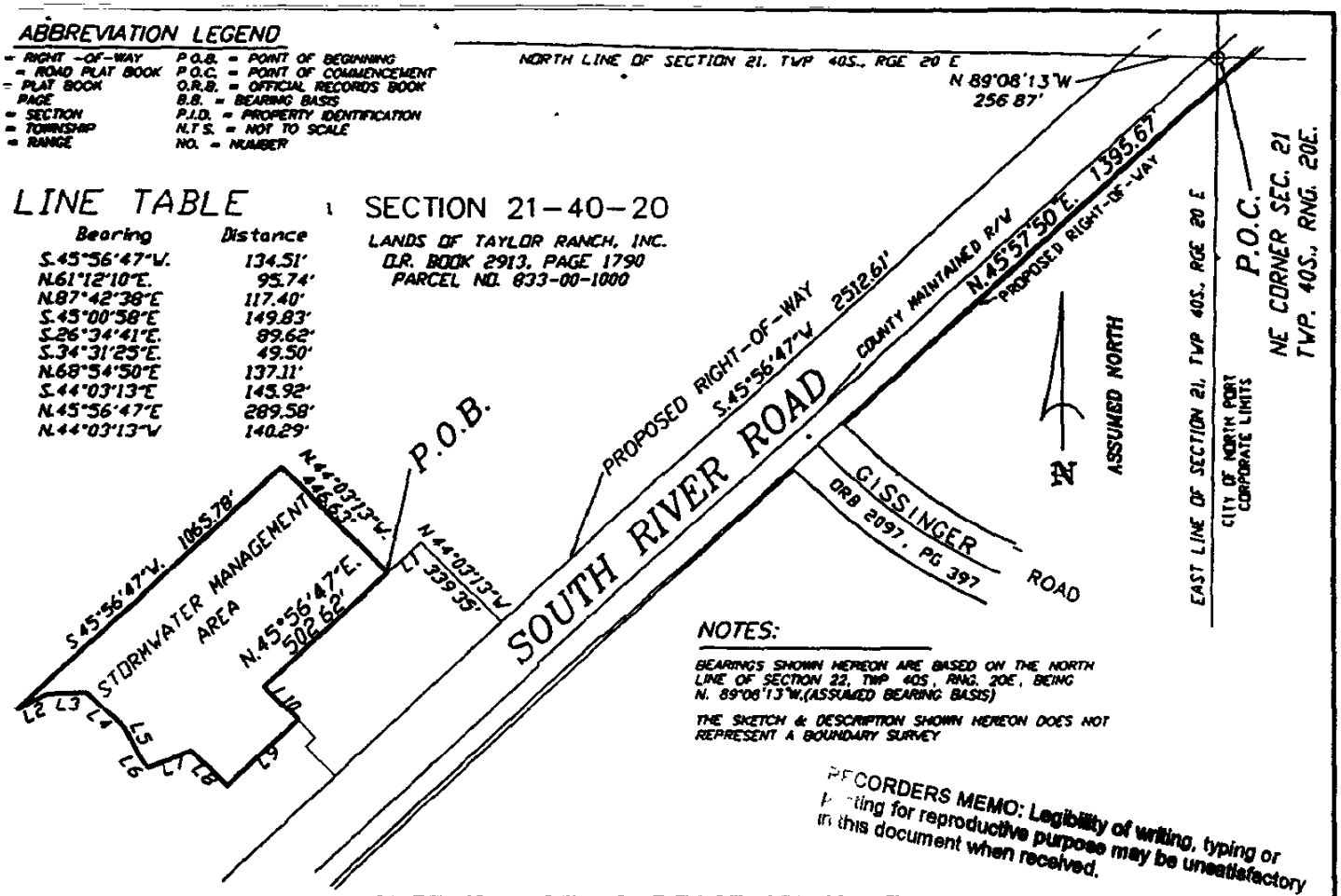
- R/W = RIGHT-OF-WAY
- RD PLAT BOOK = ROAD PLAT BOOK
- PLAT BOOK = PLAT BOOK
- PAGE = PAGE
- SEC = SECTION
- TWP = TOWNSHIP
- RGE = RANGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- B.B. = BEARING BASIS
- P.I.D. = PROPERTY IDENTIFICATION
- N.T.S. = NOT TO SCALE
- NO. = NUMBER

LINE TABLE

Bearing	Distance
S.45°56'47"W.	134.51'
N.61°12'10"E.	95.74'
N.87°42'38"E	117.40'
S.45°00'58"E	149.83'
S.26°34'41"E.	89.62'
S.34°31'25"E.	49.50'
N.68°54'50"E	137.11'
S.44°03'13"E	145.92'
N.45°56'47"E	289.58'
N.44°03'13"W	140.29'

SECTION 21-40-20

LANDS OF TAYLOR RANCH, INC.
O.R. BOOK 2913, PAGE 1790
PARCEL NO. 833-00-1000



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 22, TWP 40S, RNG. 20E, BEING N. 89°08'13"W.(ASSUMED BEARING BASIS)

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY

RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SKETCH & LEGAL DESCRIPTION OF:

A STORMWATER MANAGEMENT AREA LYING AND BEING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE N.89°08'13"W., ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 256 87 FEET; THENCE S 45°56'47"W, 2512 61 FEET; THENCE N.44°03'13"W., 339 35 FEET, THENCE S 45°56'47"W, 134 51 FEET, FOR A POINT OF BEGINNING THENCE N.44°03'13"W, 446.63 FEET; THENCE S.45°56'47"W, 1065 78 FEET, THENCE N.61°12'10"E, 95.74 FEET, THENCE N 87°42'38"E, 117.40 FEET, THENCE S 45°00'58"E., 149.83 FEET; THENCE S.26°34'41"E, 89.62 FEET; THENCE S 34°31'25"E., 49.50 FEET, THENCE N 68°54'50"E., 137 11 FEET; THENCE S.44°03'13"E, 145 92 FEET, THENCE N.45°56'47"E., 289 58 FEET; THENCE N 44°03'13"W, 140.29 FEET, THENCE N 45°56'47"E, 502.62 FEET, TO THE POINT OF BEGINNING

PARCEL CONTAINING 443,041 6 SQUARE FEET OR 10 17 ACRES, MORE OR LESS

STRAYER SURVEYING
& MAPPING, INC.
763 SHAMROCK BLVD
VENICE, FL 34293

STRAYER SURVEYING & MAPPING, INC
LICENSED SURVEYOR BUSINESS NO. 6639

DATE 10/20/00

RT B STRAYER JR
FDA SURVEYOR & MAPPER REG'N NO 5027

PREPARED FOR: SARASOTA COUNTY DEPARTMENT OF TRANSPORTATION

RIVER ROAD / WINCHESTER BOULEVARD PROJ NO 95819					
PARCEL NO 106 5A	DRAWN	R B.S	DATE	10/12/00	SCALE N T S
PARCEL CONTAINS 443 041 6 SQ FT ±	CHECKED	B G.R	DATE	10/18/00	FILE NO RIVER106 5A

PLOT 1"=500'

OFFICIAL RECORDS INSTRUMENT # 2000176009 PG 1 OF 1

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008060374 12 PGS
2008 MAY 02 11:51 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
DCOURSEY Receipt#1043266
Doc Stamp-Deed: 0.70

2008060374

THIS INSTRUMENT PREPARED BY
STEPHEN B. KEYSER, ESQ.
FERGESON SKIPPER, SHAW, KEYSER
BARON & TIRABASSI, P.A.
P.O. BOX 3018
SARASOTA, FL 34230
FILE NO. 5401/22952

Doc. Stamps: $ .70
Recording: $

PARCEL ID # 0833-00-1000; 0797-00-1000; 0811-00-1000; 0821-00-1000

QUIT CLAIM DEED

This Quit Claim Deed is made by ***FOURTH QUARTER PROPERTIES XXXII, LLC, a Georgia Limited Liability Company,*** *herein called "Grantor," whose address is 45 Ansley Drive, Newnan, Georgia 30263 to* ***SARASOTA COUNTY, A POLITICAL SUBDIVISION OF FLORIDA,*** *whose address is P.O. Box 8, Sarasota, FL 34230 herein called "Grantee." (The terms "Grantor" and "Grantee" include all the parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns).*

Grantor, in consideration of $10.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby quit claims unto the Grantee all the right, title, interest, claim and demand which the Grantor has in and to the following described real property in ***SARASOTA*** *County, Florida:*

Any and all real property located within the existing maintained right-of-way of River Road which is described on Exhibit "A" attached hereto.

Together with all appurtenances, estate, right, title, interest and claim whatsoever of the Grantor, either in law or in equity, to the proper use, benefit and behalf of the Grantee and Grantee's assigns forever.

[initial(s)]

Executed on April 29, *2008.*

Witnesses:

Deborah Mathis
Print Name: Deborah Mathis

Deidra Willis
Print Name: Deidra Willis

FOURTH QUARTER PROPERTIES XXXII, LLC, A GEORGIA LIMITED LIABILITY COMPANY

AS ITS: Manager

STATE OF GEORGIA
COUNTY OF Coweta

The foregoing instrument was acknowledged before me on April 29, *2008 by* Stanley E. Thomas *AS* Manager *OF* ***FOURTH QUARTER PROPERTIES XXXII, LLC, A GEORGIA LIMITED LIABILITY COMPANY,*** *on behalf of the company*
who is/are : (✓) *personally known to me; or*
( ) *who has/have produced* _____ *Driver's License as identification; or*
( ) *who has/have produced other* _____ *as identification.*

Crystal Clark
Name: Crystal Clark
Notary Public
*Serial Number (if any)*_____
Commission Expiration Date 3/22/2010

389166

CRYSTAL CLARK NOTARY PUBLIC COWETA COUNTY EXPIRES GEORGIA MAR. 22, 2010

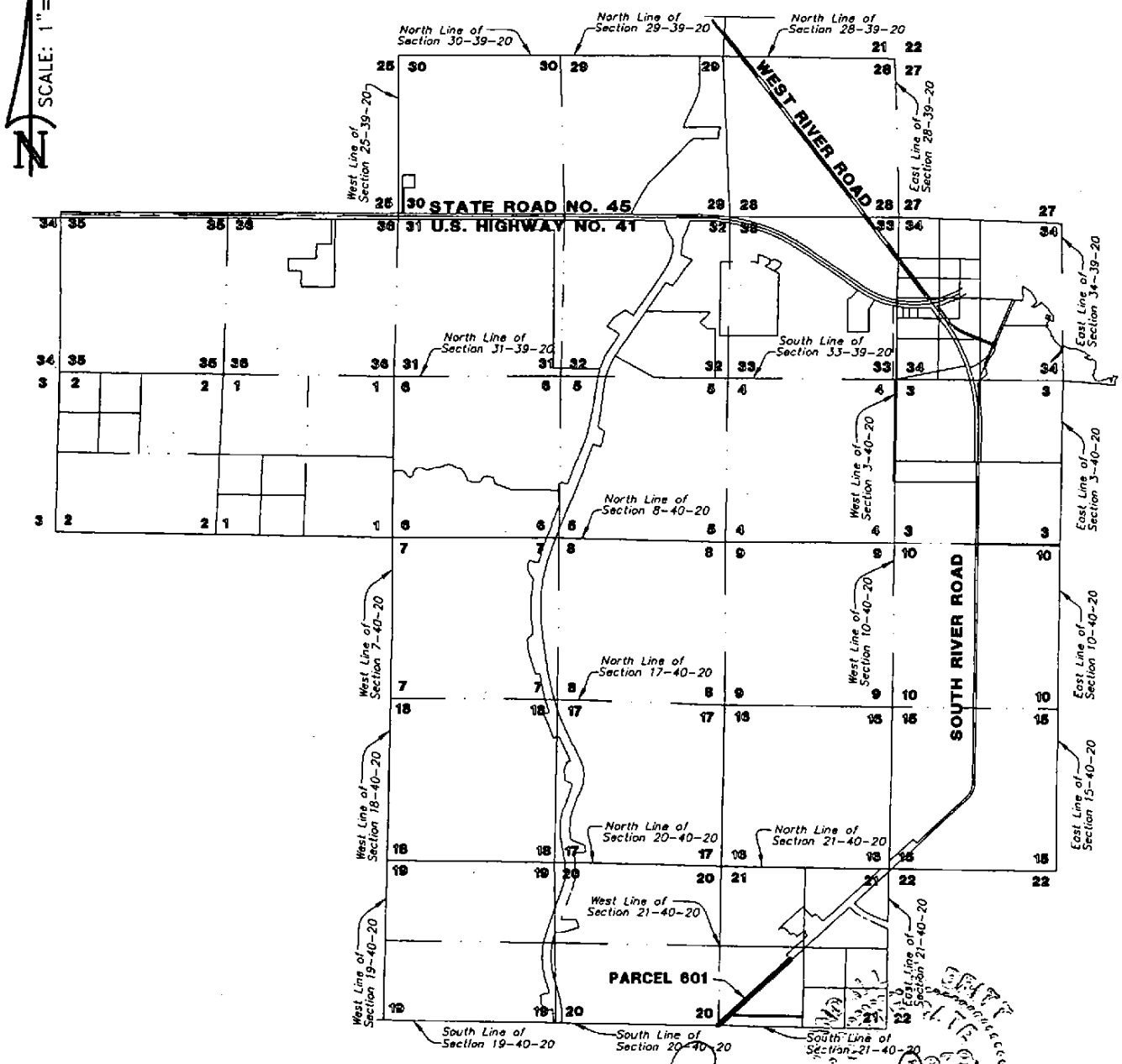
PARCEL 601

SKETCH OF DESCRIPTION

SHEET 1 OF 4

RIGHT OF WAY

LOCATION MAP



DATE: January 10, 2008

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008

JOB NUMBER: 07-05-25(F)(601)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 601

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A part of Sections 20 and 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

BEGIN at the Southeast Corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°12'04"W., along the South line of the Southeast quarter of said Section 20, a distance of 60.14 feet; thence N.45°52'56"E., a distance of 75.72 feet; thence N.43°13'15"W., a distance of 2.20 feet; thence N.45°57'55"E., a distance of 1185.97 feet; thence S.43°57'33"E., a distance of 3.59 feet; thence N.45°58'20"E., a distance of 1300.13 feet; thence N.45°57'54"E., a distance of 640.66 feet to the Southwesterly line of lands described in Official Records Instrument No. 200163556, Public Records of Sarasota County, Florida; thence S.44°00'29"E. along said Southwesterly line of lands described in Official Records Instrument No. 2000163556, a distance of 65.42 feet; thence S.45°58'15"W., a distance of 425.85 feet; thence S.45°58'06"W., a distance of 1299.90 feet; thence S.45°58'11"W., a distance of 1299.97 feet; thence S.44°19'24"E., a distance of 4.28 feet; thence S.45°55'23"W., a distance of 105.80 feet to the South line of the Southwest Quarter Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.88°46'17"W. along said South line of the Southwest Quarter of Section 21, a distance of 40.25 feet to the POINT OF BEGINNING.

Parcel contains 212,036 Square Feet, or 4.8677 Acres

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008
JOB NUMBER: 07-05-25(F)(601)

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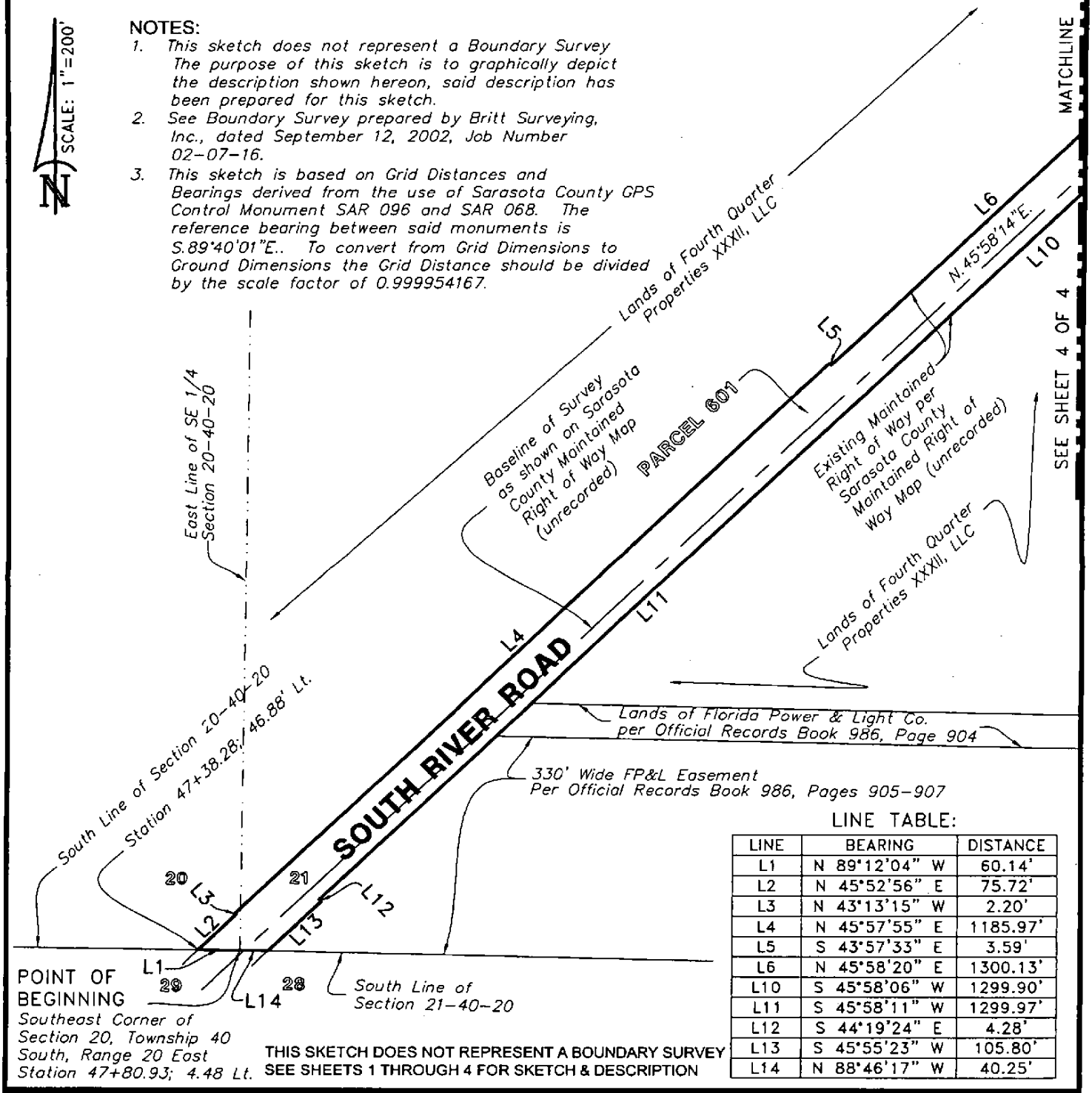
PARCEL 601

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 3 OF 4

SCALE: 1"=200'

NOTES:
1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.99995417.*



LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 89°12'04" W	60.14'
L2	N 45°52'56" E	75.72'
L3	N 43°13'15" W	2.20'
L4	N 45°57'55" E	1185.97'
L5	S 43°57'33" E	3.59'
L6	N 45°58'20" E	1300.13'
L10	S 45°58'06" W	1299.90'
L11	S 45°58'11" W	1299.97'
L12	S 44°19'24" E	4.28'
L13	S 45°55'23" W	105.80'
L14	N 88°46'17" W	40.25'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008
JOB NUMBER: 07-05-25(F)(601)

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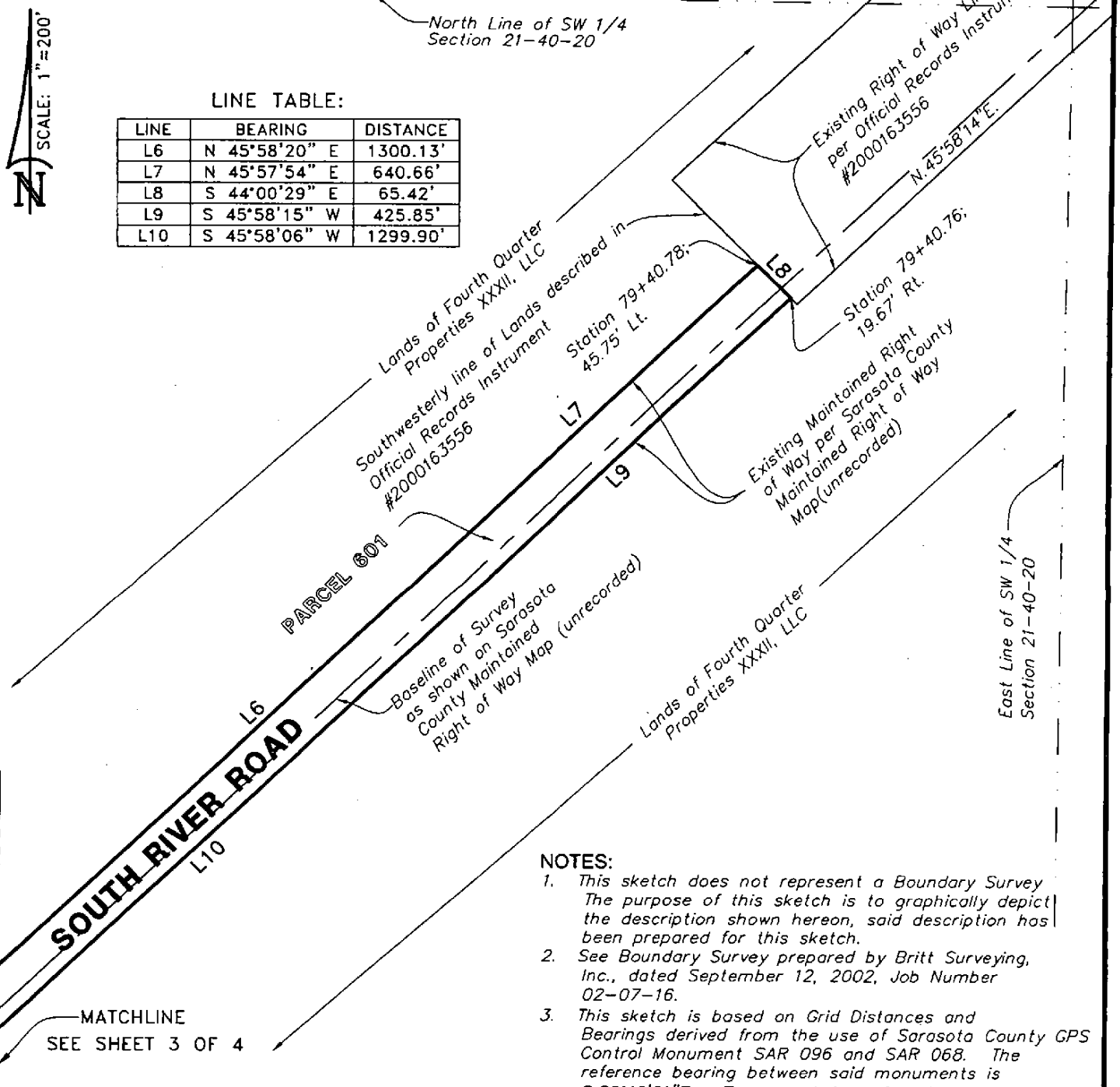
PARCEL 601

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 4 OF 4



LINE TABLE:

LINE	BEARING	DISTANCE
L6	N 45°58'20" E	1300.13'
L7	N 45°57'54" E	640.66'
L8	S 44°00'29" E	65.42'
L9	S 45°58'15" W	425.85'
L10	S 45°58'06" W	1299.90'

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008
JOB NUMBER: 07-05-25(F)(601)

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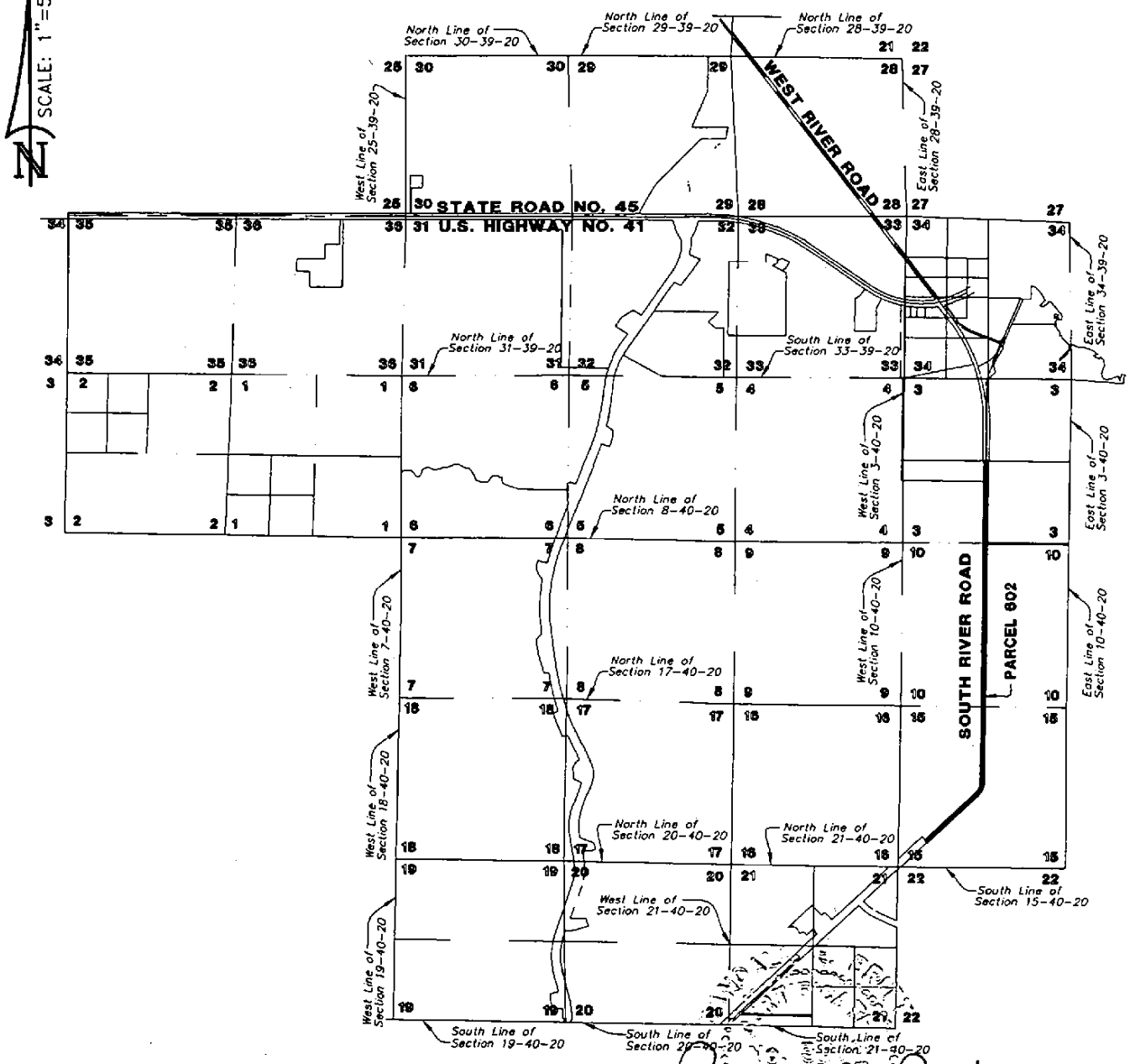
PARCEL 602

SKETCH OF DESCRIPTION

SHEET 1 OF 6

RIGHT OF WAY

LOCATION MAP



DATE: January 10, 2008

Randall E. Britt

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008
JOB NUMBER: 07-05-25(F)(602)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766

PARCEL 602

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A part of Sections 3, 10 and 15, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:
BEGIN at the Northwest corner of the Southeast Quarter of Section 3, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°21'39"E. along the North line of said Southeast Quarter of Section 3, a distance of 35.00 feet; thence S.00°28'34"W., a distance of 131.36 feet; thence S.00°28'21"W., a distance of 1299.89 feet; thence S.00°28'35"W., a distance of 1237.74 feet to the North Right of Way line of East River Road, per Deed Book 168 at Page 240, Public Records of Sarasota County, Florida; thence S.00°28'35"W., a distance of 50.00 feet to the South Right of Way line of said East River Road, per Deed Book 168, at Page 240, Public Records of Sarasota County, Florida; thence S.00°28'35"W., a distance of 12.26 feet; thence S.00°28'24"W., a distance of 1300.23 feet; thence S.00°28'25"W., a distance of 1299.82 feet; thence S.00°28'20"W., a distance of 1299.96 feet; thence S.00°28'37"W., a distance of 1299.99 feet; thence S.00°28'36"W., a distance of 1299.94 feet; thence S.00°28'37"W., a distance of 1299.14 feet; thence S.89°45'02"E., a distance of 5.43 feet to a point on a curve to the right, having: a radius of 690.21 feet, a central angle of 45°38'28", a chord bearing of S.23°13'38"W., and a chord length of 535.39 feet; thence along the arc of said curve with an arc length of 549.81 feet; thence N.43°36'19"W., a distance of 4.92 feet; thence S.45°58'19"W., a distance of 740.22 feet; thence S.45°58'32"W., a distance of 1300.03 feet; thence S.45°58'20"W., a distance of 129.52 feet to the northeasterly line of lands described in Official Records Instrument Number 2000163556, Public Records of Sarasota County, Florida; thence N.44°03'14"W. along said northeasterly line of lands described in Official Records Instrument Number 2000163556, a distance of 70.40 feet; thence N.45°58'27"E., a distance of 1237.53 feet; thence N.45°58'19"E., a distance of 932.25 feet to a point on a curve to the left, having: a radius of 614.34 feet, a central angle of 45°41'29", a chord bearing of N.23°13'10"E., and a chord length of 477.03 feet; thence along the arc of said curve with an arc length of 489.91 feet;; thence N.89°31'29"W., a distance of 1.40 feet; thence N.00°28'27"E., a distance of 1299.05 feet; thence N.00°28'35"E., a distance of 1140.14 feet; thence N.00°29'25"E., a distance of 159.92 feet; thence N.00°28'37"E., a distance of 1300.11 feet; thence N.00°28'39"E., a distance of 1299.84 feet; thence N.00°28'02"E., a distance of 1299.86 feet; thence N.00°28'42"E., a distance of 1300.21 feet; thence N.00°26'02"E., a distance of 37.52 feet; thence N.00°28'31"E., a distance of 2020.44 feet to the Southeast corner of lands described in Official Records Instrument Number 2004140702; thence N.00°28'31"E. along the easterly line of said lands described in Official Records Instrument Number 2004140702, a distance of 673.48 feet to the North line of the Southwest Quarter of said Section 3; thence S.89°21'13"E. along said North line of the Southwest Quarter of Section 3, a distance of 36.35 feet; to the POINT OF BEGINNING.

Parcel contains 943869 Square Feet, or 21.6683 Acres

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008
JOB NUMBER: 07-05-25(F)(602)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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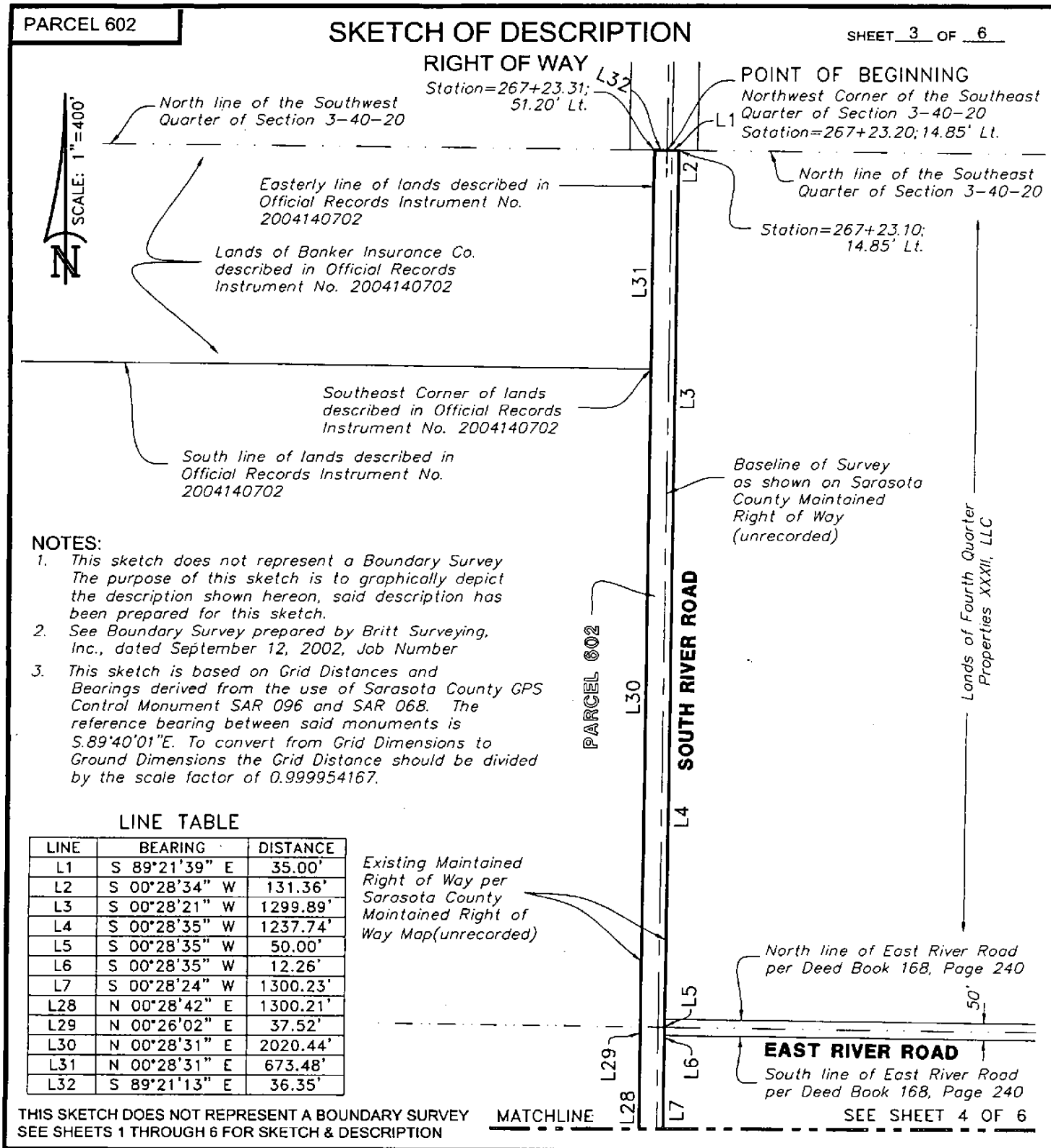
PARCEL 602

SKETCH OF DESCRIPTION

SHEET 3 OF 6



NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°21'39" E	35.00'
L2	S 00°28'34" W	131.36'
L3	S 00°28'21" W	1299.89'
L4	S 00°28'35" W	1237.74'
L5	S 00°28'35" W	50.00'
L6	S 00°28'35" W	12.26'
L7	S 00°28'24" W	1300.23'
L28	N 00°28'42" E	1300.21'
L29	N 00°26'02" E	37.52'
L30	N 00°28'31" E	2020.44'
L31	N 00°28'31" E	673.48'
L32	S 89°21'13" E	36.35'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008
JOB NUMBER: 07-05-25(F)(602)

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PARCEL 602

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 4 OF 6

MATCHLINE
SEE SHEET 3 OF 6

L28 L7

Lands of Fourth Quarter Properties XXXII, LLC

Baseline of Survey as shown on Sarasota County Maintained Right of Way (unrecorded)

L27 L8

PARCEL 602

SOUTH RIVER ROAD

Lands of Fourth Quarter Properties XXXII, LLC

Existing Maintained Right of Way per Sarasota County Maintained Right of Way Map(unrecorded)

L26 L9

MATCHLINE SEE SHEET 5 OF 6

LINE TABLE

LINE	BEARING	DISTANCE
L7	S 00°28'24" W	1300.23'
L8	S 00°28'25" W	1299.82'
L9	S 00°28'20" W	1299.96'
L26	N 00°28'39" E	1299.84'
L27	N 00°28'02" E	1299.86'
L28	N 00°28'42" E	1300.21'

NOTES:

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THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008
JOB NUMBER: 07-05-25(F)(602)

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PARCEL 602

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 5 OF 6

MATCHLINE SEE SHEET 4 OF 6

L25

L10

Baseline of Survey as shown on Sarasota County Maintained Right of Way (unrecorded)

South line of Section 10-40-20

North line of Section 15-40-20

L24

Lands of Fourth Quarter Properties XXXII, LLC

L23

L11

PARCEL 602

SOUTH RIVER ROAD

Lands of Fourth Quarter Properties XXXII, LLC

Existing Maintained Right of Way per Sarasota County Maintained Right of Way Map(unrecorded)

L22

L12

MATCHLINE SEE SHEET 6 OF 6

LINE TABLE

LINE	BEARING	DISTANCE
L10	S 00°28'37" W	1299.99'
L11	S 00°28'36" W	1299.94'
L12	S 00°28'37" W	1299.14'
L22	N 00°28'27" E	1299.05'
L23	N 00°28'35" E	1140.14'
L24	N 00°29'25" E	159.92'
L25	N 00°28'37" E	1300.11'

NOTES:

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THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008

JOB NUMBER: 07-05-25(F)(602)

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PARCEL 602

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 6 OF 6

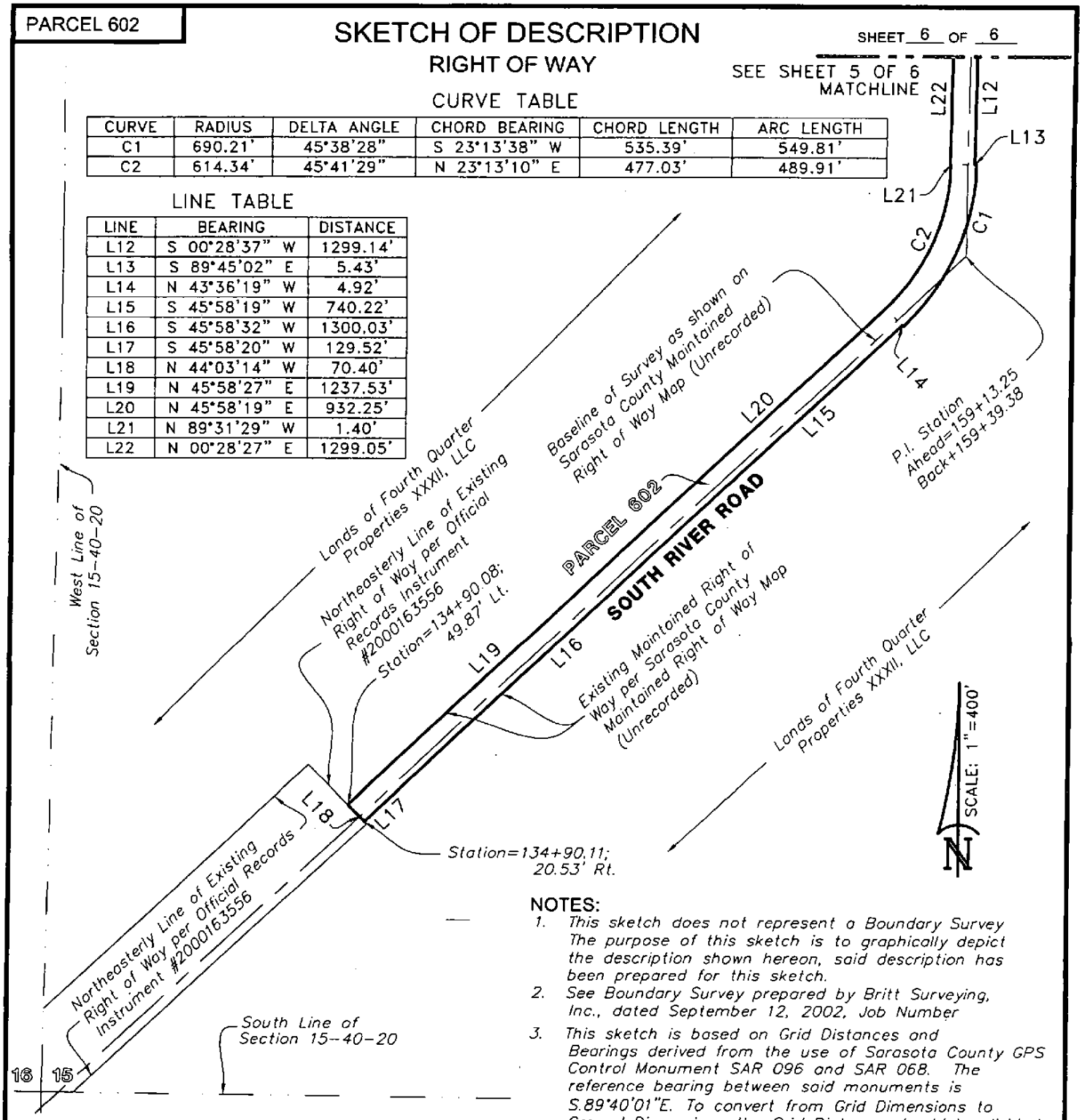
SEE SHEET 5 OF 6 MATCHLINE

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	690.21'	45°38'28"	S 23°13'38" W	535.39'	549.81'
C2	614.34'	45°41'29"	N 23°13'10" E	477.03'	489.91'

LINE TABLE

LINE	BEARING	DISTANCE
L12	S 00°28'37" W	1299.14'
L13	S 89°45'02" E	5.43'
L14	N 43°36'19" W	4.92'
L15	S 45°58'19" W	740.22'
L16	S 45°58'32" W	1300.03'
L17	S 45°58'20" W	129.52'
L18	N 44°03'14" W	70.40'
L19	N 45°58'27" E	1237.53'
L20	N 45°58'19" E	932.25'
L21	N 89°31'29" W	1.40'
L22	N 00°28'27" E	1299.05'



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3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: January 10, 2008
JOB NUMBER: 07-05-25(F)(602)

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Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

65

THIS INSTRUMENT PREPARED BY:
STEPHEN B. KEYSER, ESQ.
FERGESON, SKIPPER, SHAW, KEYSER,
BARON & TIRABASSI, P.A.
P.O. BOX 3018
SARASOTA, FL 34230
File No. 5401/22952

2008060371

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008060371 65 PGS
2008 MAY 02 11:51 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
DCOURSEY Receipt#1043266
Doc Stamp-Deed: 134,890.00

Documentary Stamps: $ 134,890 –
Recording Fee: $_____

Parcel ID #'s: 0762-00-3030, 0775-00-2000, 0785-00-1000, 0787-12-0001, 0788-04-0002, 0788-05-0001, 0797-00-1000, 0811-00-1000, 0821-00-1000, 0829-00-1000, 0830-00-1000, 0831-00-1000, 0833-00-1000

WARRANTY DEED

This Warranty Deed *is made by* ***FOURTH QUARTER PROPERTIES XXXII, LLC, a Georgia Limited Liability Company,*** *herein called "Grantor", whose post office address is 45 Ansley Drive, Newnan, GA 30263 to* ***SARASOTA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA*** *herein called "Grantee", whose address is P.O. Box 8, Sarasota, FL 34230. (The terms "Grantor" and "Grantee" include all the parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns).*

Grantor, in consideration of $10.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys to Grantee the following described real property in SARASOTA County, Florida:

ATTACHED AS EXHIBIT "A" AND DESCRIBED AS PARCEL 1 AND PARCEL 2 (THE "PROPERTY")

SUBJECT TO easements, reservations and restrictions of record, zoning and governmental regulations, and taxes for 2008 and subsequent years. Grantee's use of Parcel 1 shall be restricted to use as a public road and ancillary uses associated with the roadway and its construction. Grantee's use of Parcel 2 shall be restricted to a nature preserve and passive recreational uses.

TOGETHER WITH all hereditaments, easements, rights-of-ways, appurtenances, passages, water

rights, timber and mineral interests, drainage rights, and any and all other rights, liberties and privileges thereon or in any way now or hereafter appertaining.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said property in fee simple; that Grantor has good right and lawful authority to sell and convey said property; that Grantor hereby fully warrants the title to the property and will defend the title against all lawful claims of all persons whomsoever and that the property is free of all encumbrances not set forth herein. .

Executed on April 29, *2008.*

Witnesses:

Deborah Mathis
Print Name: Deborah Mathis

Deidra Willis
Print Name: Deidra Willis

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

BY: Stanley E. Thomas
AS ITS: Manager

STATE OF GEORGIA
COUNTY OF Coweta

The foregoing instrument was acknowledged before me on April 29, *2008 by* Stanley E. Thomas *AS* Manager *OF* ***FOURTH QUARTER PROPERTIES XXXII, LLC, A GEORGIA LIMITED LIABILITY COMPANY***
who is/are : (✓) *personally known to me; or*
( ) *who has/have produced* _____ *Driver's License as identification; or*
( ) *who has/have produced other* _____ *as identification.*

CRYSTAL CLARK NOTARY PUBLIC COWETA COUNTY GEORGIA EXPIRES MAR. 22, 2010

Crystal Clark
Name: Crystal Clark
Notary Public
Serial Number (if any) _____
Commission Expiration Date 3/22/2010

Doc #:395217

EXHIBIT "A"

Parcel 1

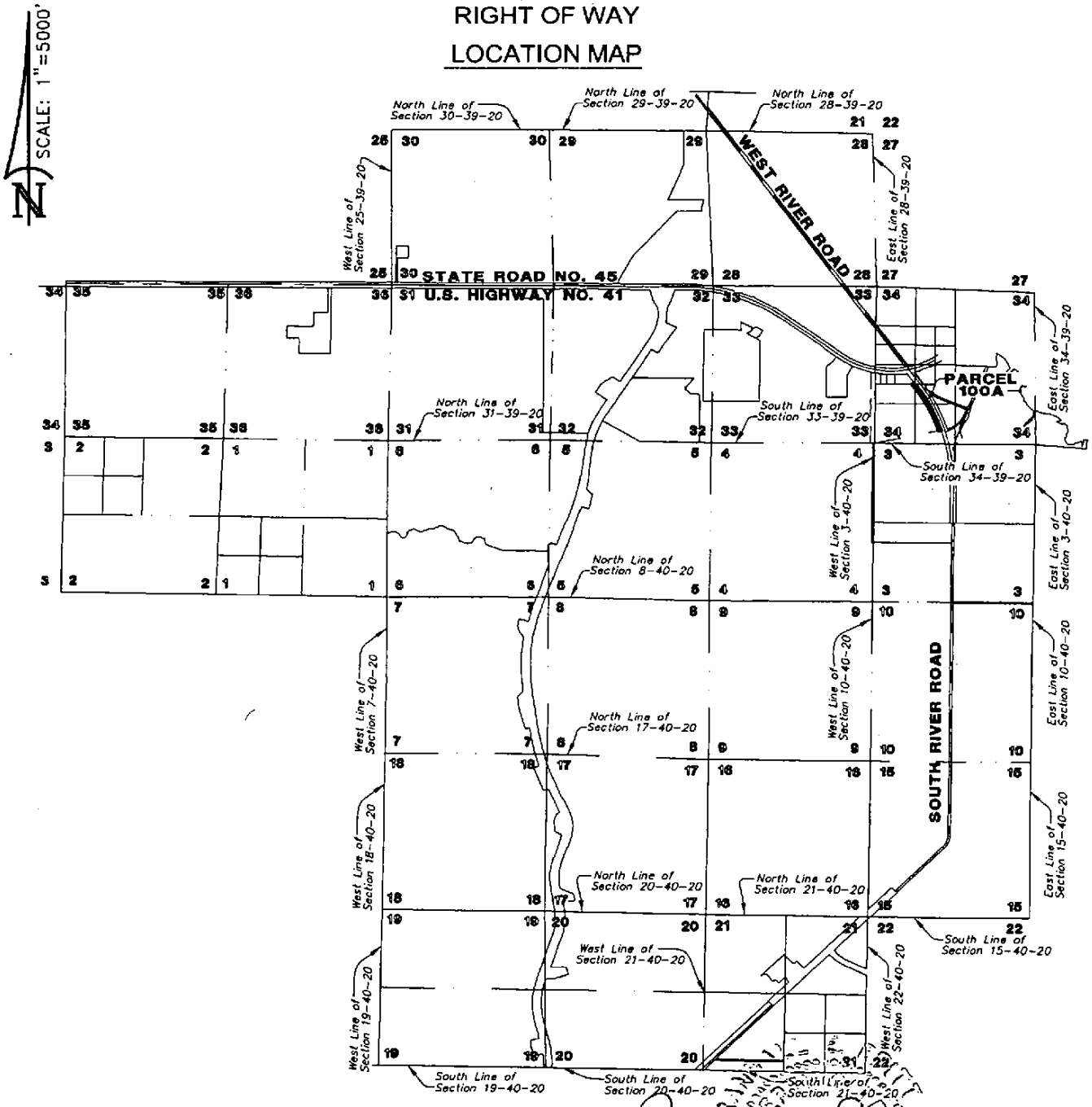
PARCEL 100 A

SKETCH OF DESCRIPTION

SHEET 1 OF 4

RIGHT OF WAY

LOCATION MAP



DATE: OCTOBER 26, 2007

Randall E. Britt

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007
JOB NUMBER: 07-05-25(100A)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 100 A

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°24'59"W., along the South Line of the Southwest Quarter of said Section 34, a distance of 204.95 feet to a point on the baseline of survey, as shown on the Sarasota County Right of Way Map for River Road (Project No. 95760), same being a point on a curve to the left having a radius of 5729.58 feet, a central angle of 05°13'19", a chord bearing of N.16°30'08"W., and a chord length of 522.02 feet; thence along said baseline of survey and the arc of said curve, an arc length of 522.20 feet; thence S.70°53'13"W., perpendicular to said baseline of survey, a distance of 110.00 feet to the most northerly corner of lands described in Official Records Instrument No. 2000002794, Public Records of Sarasota County, Florida, for a POINT OF BEGINNING; thence S.78°41'04"W., along the northerly line of lands described in Official Records Instrument No. 2000002794, a distance of 95.45 feet to a point on a curve to the left having a radius of 5524.77 feet, a central angle of 13°17'23", a chord bearing of N.25°53'28"W., and a chord length of 1278.60 feet; thence along the arc of said curve an arc length of 1281.47 feet; thence N.36°45'48"W., a distance of 535.40 feet to the South line of the North Half of the Northwest Quarter of the Southwest Quarter of Section 34; thence S.89°37'27"E., along the South line of the North Half of the Northwest Quarter of the Southwest Quarter of Section 34, a distance of 108.43 feet to the Southwest corner of the North Half of the Northwest Quarter of the Southwest Quarter of said Section 34; thence S.89°37'27"E., along the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 34, a distance of 4.10 feet to a point on the Westerly Right of Way line of South River Road, per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida; thence along said Westerly Right of Way line of South River Road, the following four (4) courses: (1) S.36°39'07"E., a distance of 71.08 feet to a point on a curve to the right having a radius of 5599.32 feet, a central angle of 02°00'54", a chord bearing of S.35°38'40"E., and a chord length of 196.90 feet; (2) thence along the arc of said curve an arc length of 196.91 feet; (3) thence N.55°21'47"E., a distance of 20.00 feet to a point on a curve to the right having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of S.26°52'28"E., and a chord length of 1517.98 feet; (4) thence along the arc of said curve an arc length of 1522.64 feet to the POINT OF BEGINNING.

Parcel contains 170,056 Square Feet, or 3.9040 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

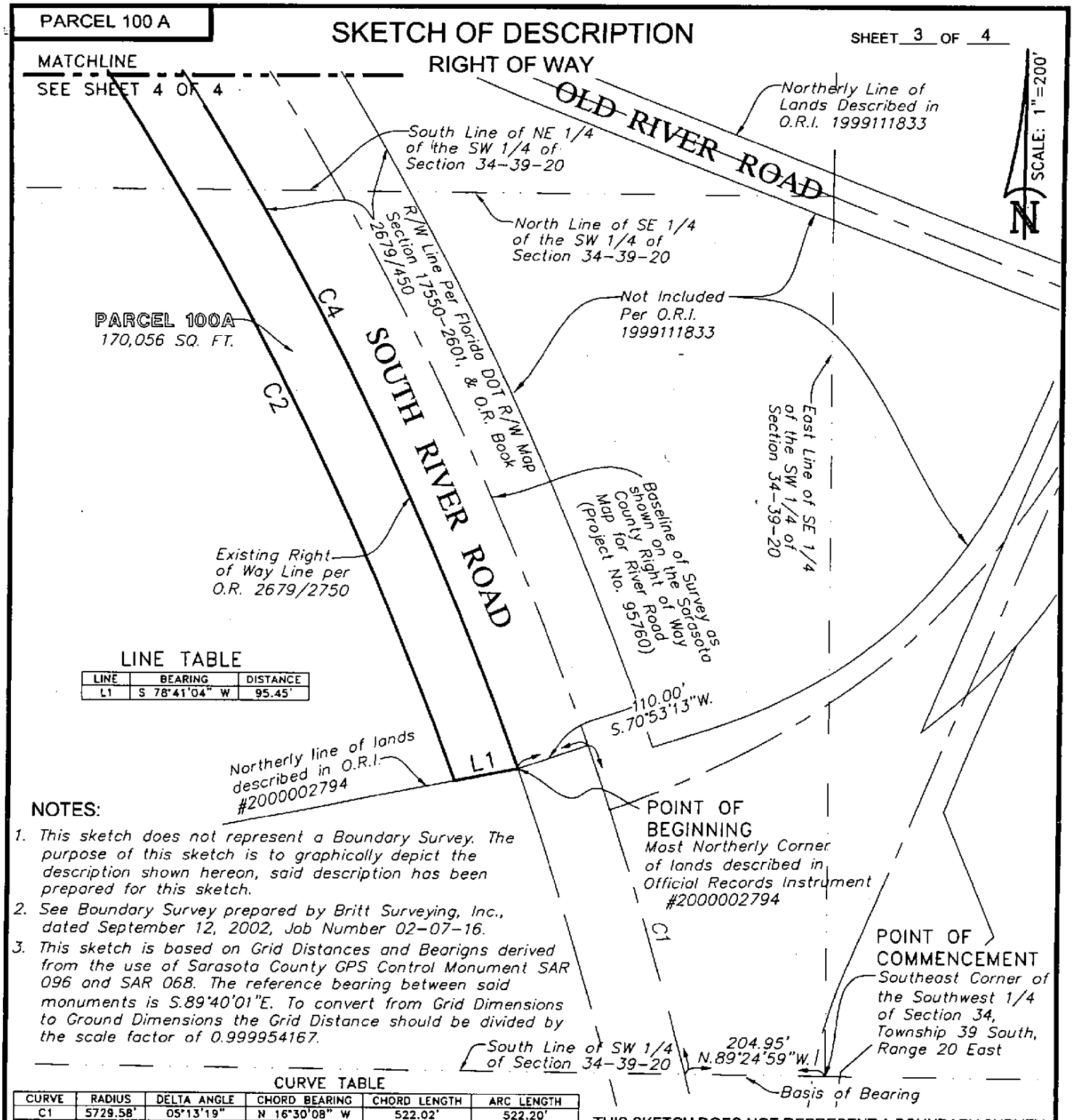
DATE: OCTOBER 26, 2007
JOB NUMBER: 07-05-25(100A)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 100 A

SKETCH OF DESCRIPTION

SHEET 3 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 78°41'04" W	95.45'

NOTES:

1. *This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearigns derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	5729.58'	05°13'19"	N 16°30'08" W	522.02'	522.20'
C2	5524.77'	13°17'23"	N 25°53'28" W	1278.60'	1281.47'
C4	5619.32'	15°31'30"	S 26°52'28" E	1517.98'	1522.64'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007
JOB NUMBER: 07-05-25(100A)

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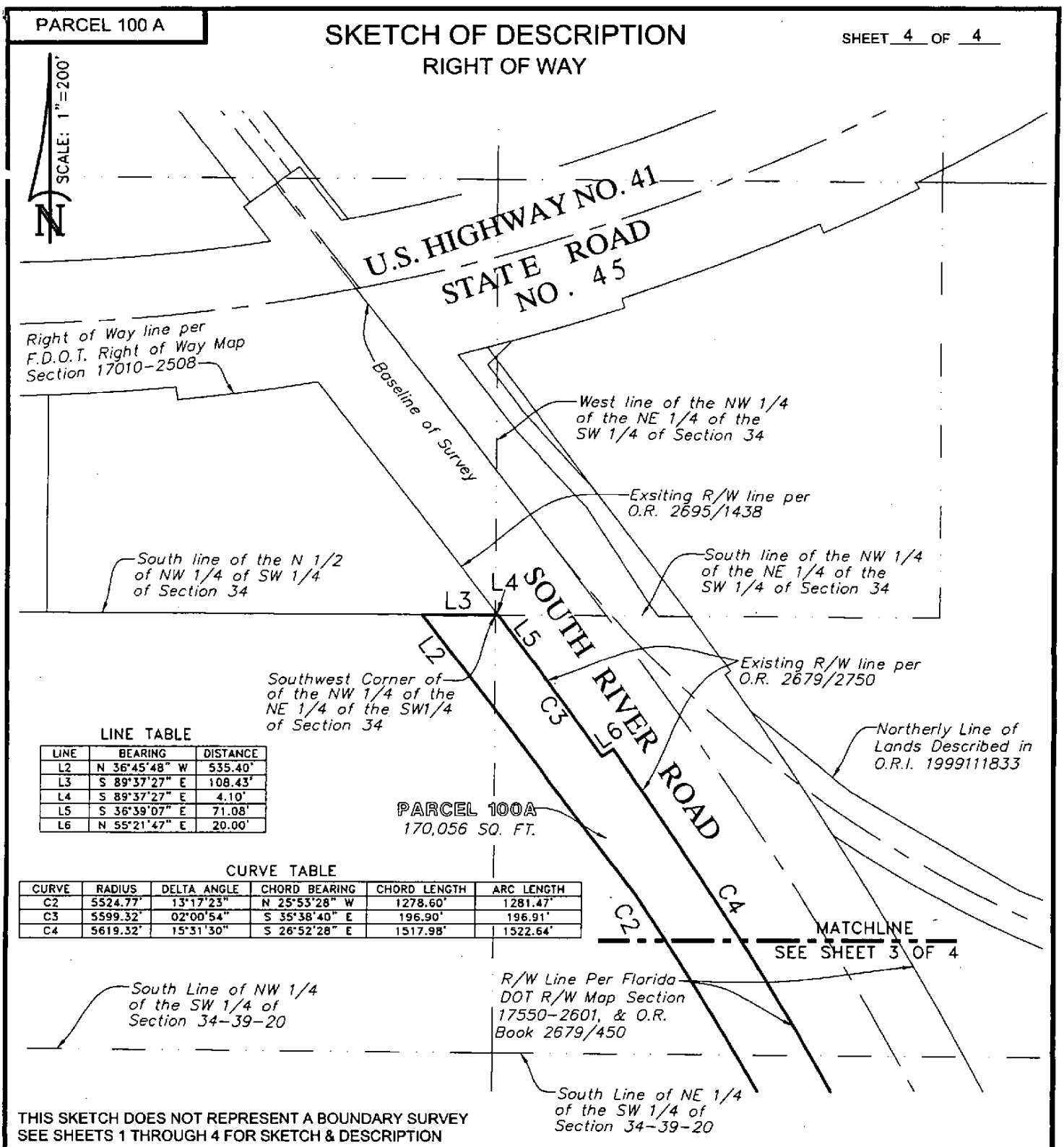
PARCEL 100 A

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 4 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L2	N 36°45'48" W	535.40'
L3	S 89°37'27" E	108.43'
L4	S 89°37'27" E	4.10'
L5	S 36°39'07" E	71.08'
L6	N 55°21'47" E	20.00'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C2	5524.77'	13°17'23"	N 25°53'28" W	1278.60'	1281.47'
C3	5599.32'	02°00'54"	S 35°38'40" E	196.90'	196.91'
C4	5619.32'	15°31'30"	S 26°52'28" E	1517.98'	1522.64'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007

JOB NUMBER: 07-05-25(100A)

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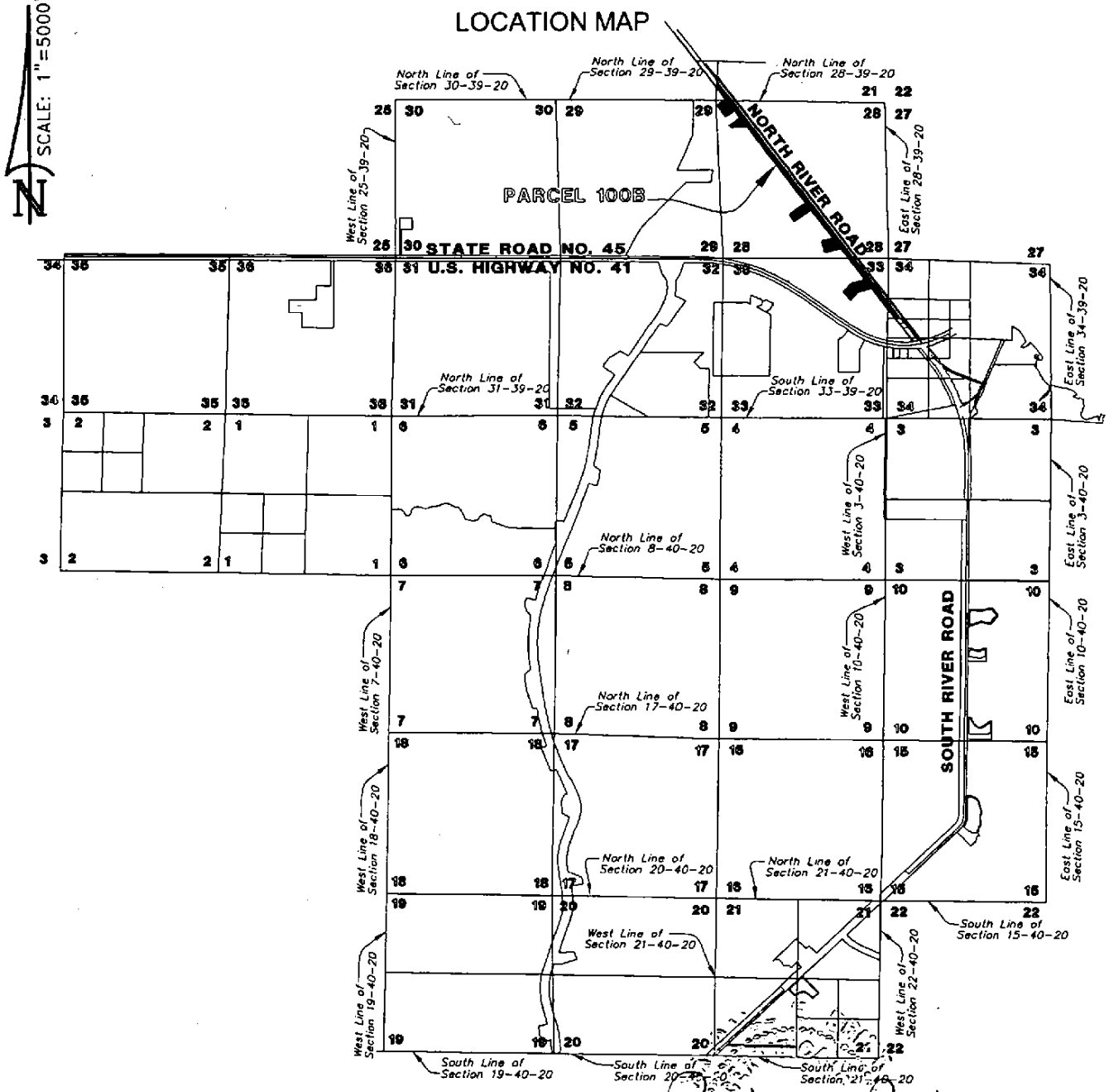
PARCEL 100 B

SKETCH OF DESCRIPTION

SHEET 1 OF 5

RIGHT OF WAY

LOCATION MAP



DATE: June 19, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 5 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: June 19, 2007
JOB NUMBER: 07-05-25(B)

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Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 100 B

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land lying in Sections 21, 28, 33, and 34, Township 39 South. Range 20 East, Sarasota County, Florida. More particularly described as follows:

COMMENCE at the Southwest Corner of Section 21 Township 39 South, Range 20 East, Sarasota County, Florida. thence along the West line of said Section 21, N.03°31'33"E., a distance of 445.09 feet to the POINT OF BEGINNING; thence N.03°31'33"E., a distance of 203.35 feet to a point on the Westerly Right-of-Way of North River Road, as shown in Florida Department of Transportation Right-of-Way Map, Section 17502-2902, as recorded in Road Plat Book 2, Page 44, Public Records of Sarasota County, Florida; thence along said Westerly Right-of-Way line the following four (4) courses: (1) thence S.33°54'28"E., a distance of 130.46 feet; (2) thence S.36°46'13"E., a distance of 100.00 feet; (3) thence S.39°37'57"E., a distance of 200.25 feet; (4) thence S.36°46'13"E., a distance of 9482.29 feet to the South Line of the North Half of the Southwest Quarter of the Northwest Quarter of Section 34, Township 39 South, Range 20 East; thence along said South Line of the North Half of the Southwest Quarter of the Northwest Quarter of Section 34, N.89°48'19"W., a distance of 168.96 feet; thence N.36°46'13"W., a distance of 1250.51 feet; thence S.73°00'35"W., a distance of 469.59 feet; thence S.40°38'04"W., a distance of 308.73 feet to a point on a curve to the right, having a radius of 49.00 feet, a central angle of 96°58'34", a chord bearing of S.89°07'21"W., and a chord length of 73.38 feet; thence along the arc of said curve an arc length of 82.94 feet; thence N.42°23'22"W., a distance of 296.77 feet to a point on a curve to the right, having a radius of 50.00 feet, a central angle of 83°48'06", a chord bearing of N.00°34'31"W., and a chord length of 66.78 feet; thence along the arc of said curve an arc length of 73.13 feet; thence N.41°19'36"E., a distance of 302.82 feet to a point on a curve to the right, having a radius of 154.99 feet, a central angle of 31°41'04", a chord bearing of N.57°10'04"E., and a chord length of 84.62 feet; thence along the arc of said curve an arc length of 85.71 feet; thence N.73°00'34"E., a distance of 437.32 feet; thence N.36°46'13"W., a distance of 1267.76 feet; thence S.75°36'47"W., a distance of 513.37 feet to a point on a curve to the right, having a radius of 55.01 feet, a central angle of 88°55'47", a chord bearing of N.60°28'34"W., and a chord length of 77.06 feet; thence along the arc of said curve an arc length of 85.38 feet; thence N.16°00'17"W., a distance of 306.75 feet to a point on a curve to the right, having a radius of 55.00 feet, a central angle of 91°53'04", a chord bearing of N.29°56'46"E., and a chord length of 79.06 feet; thence along the arc of said curve an arc length of 88.21 feet; thence N.75°53'29"E., a distance of 351.43 feet; thence N.36°46'13"W., a distance of 1173.94 feet; thence S.53°13'48"W., a distance of 630.20 feet to a point on a curve to the right, having a radius of 49.80 feet, a central angle of 90°00'02", a chord bearing of N.81°46'15"W., and a chord length of 70.43 feet; thence along the arc of said curve an arc length of 78.22 feet; thence N.36°46'12"W., a distance of 214.73 feet to a point on a curve to the right, having a radius of 49.80 feet, a central angle of 90°00'00", a chord bearing of N.08°13'50"E., and a chord length of 70.43 feet; thence along the arc of said curve an arc length of 78.22 feet; thence N.53°13'47"E., a distance of 630.20 feet; thence N.36°46'13"W., a distance of 3136.50 feet; thence S.86°41'40"W., a distance of 540.12 feet; thence N.36°46'13"W., a distance of 114.21 feet; thence N.53°13'48"E., a distance of 450.58 feet; thence N.36°46'12"W., a distance of 272.46 feet; thence S.53°13'46"W., a distance of 323.00 feet to a point on a curve to the right, having a radius of 53.00 feet, a central angle of 90°00'11", a chord bearing of N.81°46'09"W., and a chord length of 74.95 feet; thence along the arc of said curve an arc length of 83.25 feet; thence N.36°46'13"W., a distance of 400.00 feet to a point on a curve to the right, having a radius of 53.00 feet, a central angle of 89°59'49", a chord bearing of N.08°13'49"E., and a chord length of 74.95 feet; thence along the arc of said curve an arc length of 83.25 feet; thence N.53°13'47"E., a distance of 323.00 feet; thence N.36°46'13"W., a distance of 481.12 feet to the POINT OF BEGINNING.

Parcel contains 2,362,525 Square Feet, or 54.23 Acres more or less.

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: June 19, 2007

JOB NUMBER: 07-05-25(B)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 100 B

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 3 OF 5

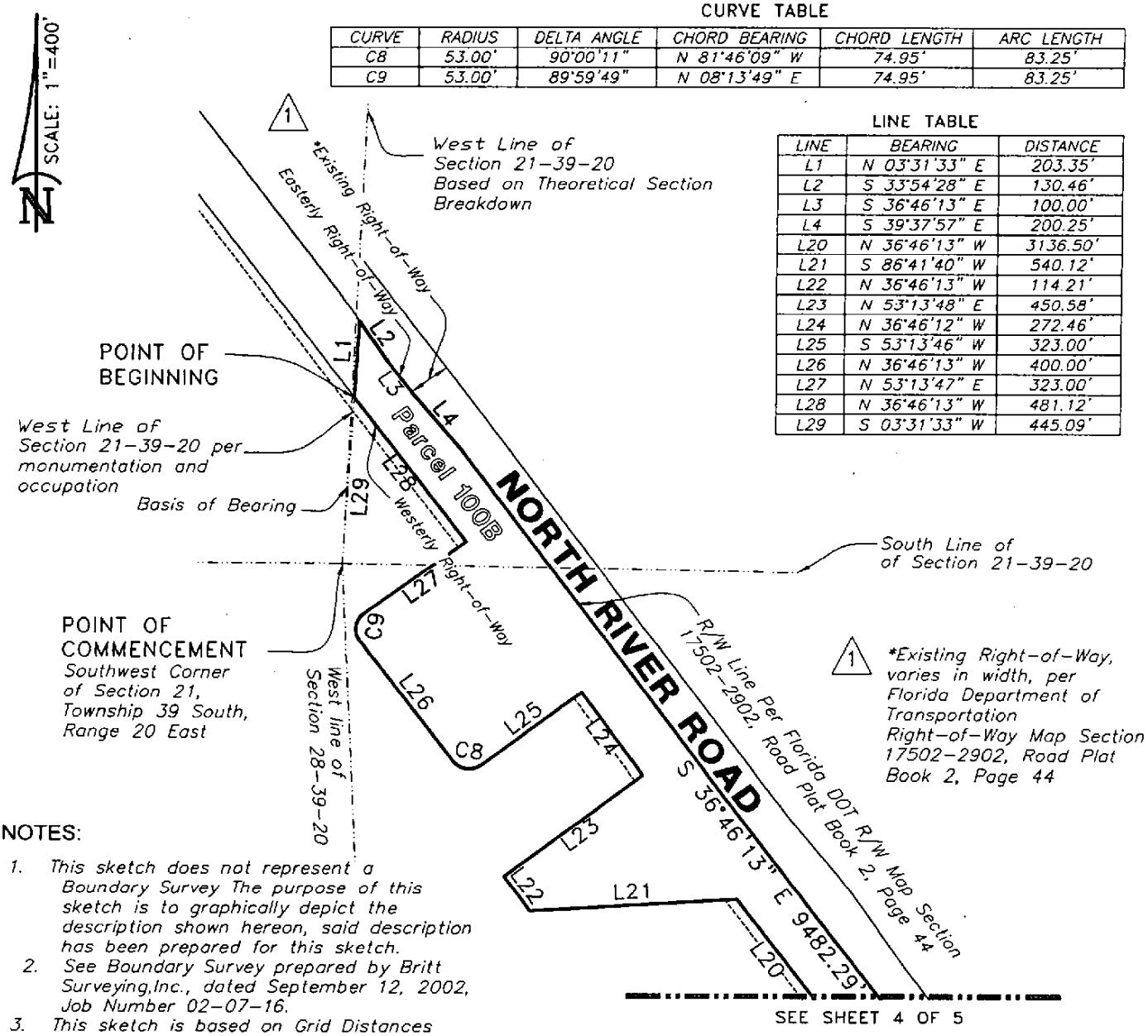
SCALE: 1"=400'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C8	53.00'	90°00'11"	N 81°46'09" W	74.95'	83.25'
C9	53.00'	89°59'49"	N 08°13'49" E	74.95'	83.25'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 03°31'33" E	203.35'
L2	S 33°54'28" E	130.46'
L3	S 36°46'13" E	100.00'
L4	S 39°37'57" E	200.25'
L20	N 36°46'13" W	3136.50'
L21	S 86°41'40" W	540.12'
L22	N 36°46'13" W	114.21'
L23	N 53°13'48" E	450.58'
L24	N 36°46'12" W	272.46'
L25	S 53°13'46" W	323.00'
L26	N 36°46'13" W	400.00'
L27	N 53°13'47" E	323.00'
L28	N 36°46'13" W	481.12'
L29	S 03°31'33" W	445.09'



SEE SHEET 4 OF 5

NOTES:

1. This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.
2. See Boundary Survey prepared by Britt Surveying,Inc., dated September 12, 2002, Job Number 02-07-16.
3. This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 5 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: June 19, 2007
JOB NUMBER: 07-05-25(B)

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PARCEL 100 B

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 4 OF 5

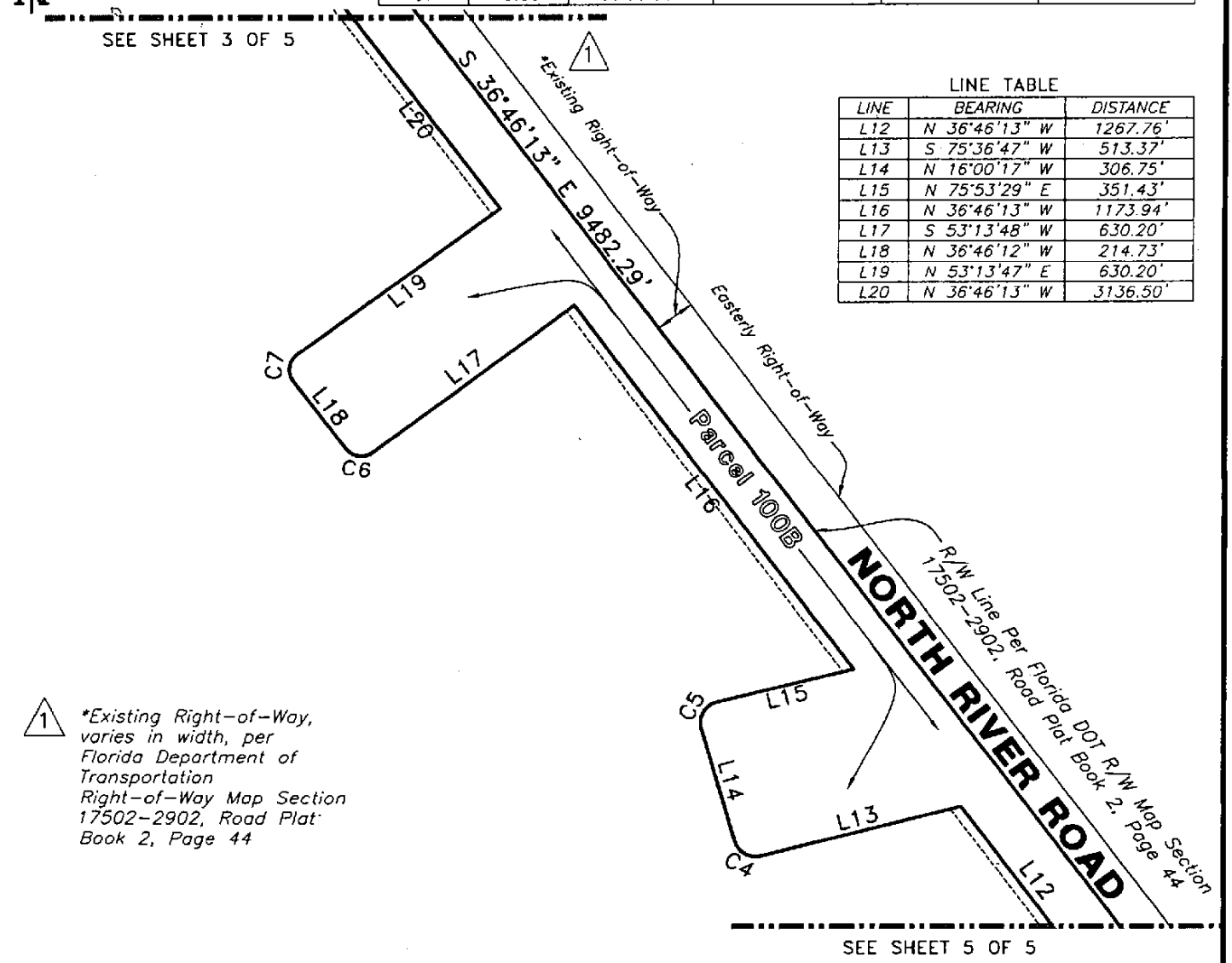
SCALE: 1"=400'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C4	55.01'	88°55'47"	N 60°28'34" W	77.06'	85.38'
C5	55.00'	91°53'04"	N 29°56'46" E	79.06'	88.21'
C6	49.80'	90°00'02"	N 81°46'15" W	70.43'	78.22'
C7	49.80'	90°00'00"	N 08°13'50" E	70.43'	78.22'

LINE TABLE

LINE	BEARING	DISTANCE
L12	N 36°46'13" W	1267.76'
L13	S 75°36'47" W	513.37'
L14	N 16°00'17" W	306.75'
L15	N 75°53'29" E	351.43'
L16	N 36°46'13" W	1173.94'
L17	S 53°13'48" W	630.20'
L18	N 36°46'12" W	214.73'
L19	N 53°13'47" E	630.20'
L20	N 36°46'13" W	3136.50'



1 *Existing Right-of-Way, varies in width, per Florida Department of Transportation Right-of-Way Map Section 17502-2902, Road Plat Book 2, Page 44

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 5 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: June 19, 2007

JOB NUMBER: 07-05-25(B)

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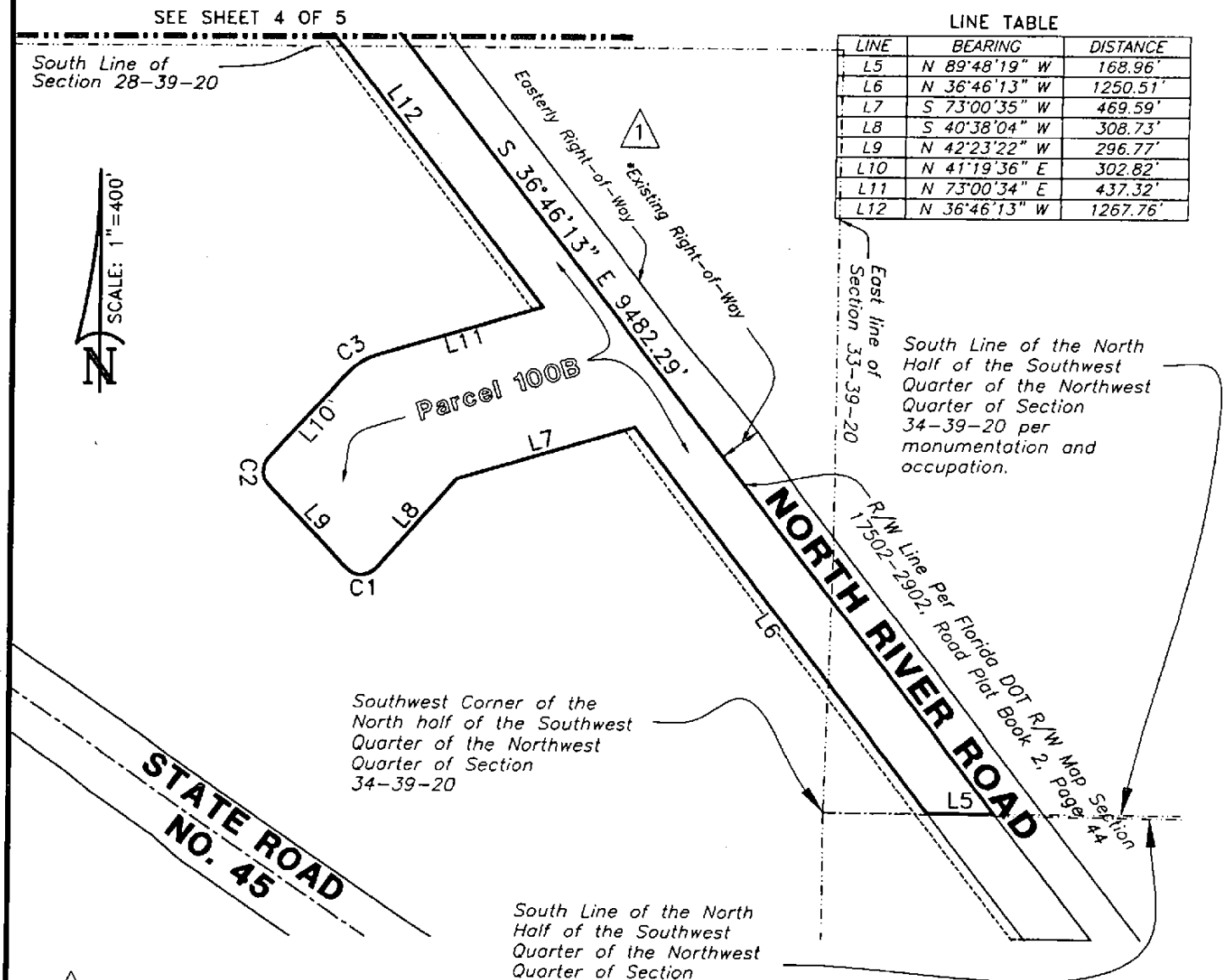
PARCEL 100 B

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 5 OF 5



LINE TABLE

LINE	BEARING	DISTANCE
L5	N 89°48'19" W	168.96'
L6	N 36°46'13" W	1250.51'
L7	S 73°00'35" W	469.59'
L8	S 40°38'04" W	308.73'
L9	N 42°23'22" W	296.77'
L10	N 41°19'36" E	302.82'
L11	N 73°00'34" E	437.32'
L12	N 36°46'13" W	1267.76'

1 *Existing Right-of-Way, varies in width, per Florida Department of Transportation Right-of-Way Map Section 17502-2902, Road Plat Book 2, Page 44

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	49.00'	96°58'34"	S 89°07'21" W	73.38'	82.94'
C2	50.00'	83°48'06"	N 00°34'31" W	66.78'	73.13'
C3	154.99'	31°41'04"	N 57°10'04" E	84.62'	85.71'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 5 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: June 19, 2007

JOB NUMBER: 07-05-25(B)

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Email: bsi@brittsurveying.com

PARCEL 100 C

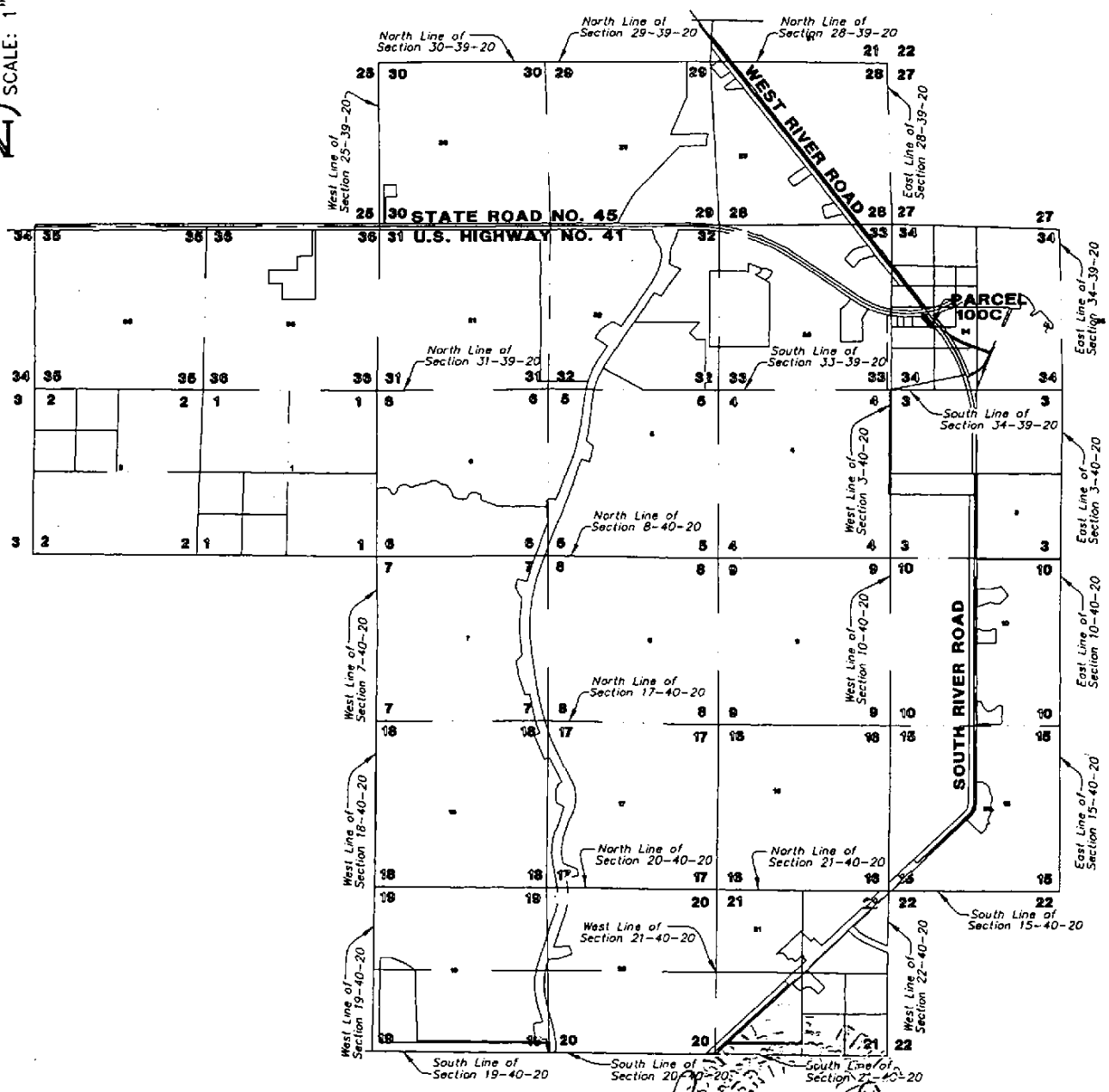
SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP

SHEET 1 OF 4

SCALE: 1"=5000'



DATE: OCTOBER 26, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007
JOB NUMBER: 07-05-25(100C)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 100 C

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land lying in Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°24'59"W., along the South line of the Southwest Quarter of said Section 34, a distance of 204.95 feet to a point on the baseline of survey, as shown on the Sarasota County Right of Way Map for River Road (Project No. 95790), same being a point on a curve to the left having a radius of 5729.58 feet, a central angle of 05°13'19", a chord bearing of N.16°30'08"W., and a chord length of 522.02 feet; thence along said baseline of Survey, and the arc of said curve, an arc length of 522.20 feet; thence S.70°53'13"W., perpendicular to said baseline of Survey, a distance of 110.00 feet to the Westerly Right of Way line of South River Road per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida, same being a point on a curve to the left having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of N.26°52'28"W., and a chord length of 1517.98 feet; thence along said Westerly Right of way line the following four (4) courses: (1) along the arc of said curve an arc length of 1522.64 feet; (2) thence S.55°21'47"W., a distance of 20.00 feet to a point on a curve to the left having a radius of 5599.32 feet, a central angle of 02°00'54", a chord bearing of N.35°38'40"W., and a chord length of 196.90 feet; (3) thence along the arc of said curve an arc length of 196.91 feet; (4) thence N.36°39'07"W., a distance of 71.08 feet to the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 34; thence N.89°37'27"W., along the South line of said Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 34, a distance of 4.10 feet to the POINT OF BEGINNING, same being the Southwest corner of the North Half of the Northwest Quarter of the Southwest Quarter of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°37'27"W., along the South line of the North Half of the Northwest Quarter of the Southwest Quarter of said Section 34, a distance of 108.43 feet; thence N.36°45'48"W., a distance of 427.04 feet to the Southerly Right of Way line of U.S. Highway No. 41 (State Road No.45), per Florida Department of Transportation Right of Way Map Section 17010-2508, same being a point on a curve to the left having a radius of 3031.73 feet, a central angle of 01°56'33", a chord bearing of N.81°26'05"E., and a chord length of 102.78 feet; thence along said Southerly Right of Way line of U.S. Highway No. 41 (state Road no. 45)and the arc of said curve an arc length of 102.78 feet to the intersection of said Southerly Right of Way line of U.S. Highway No. 41 (State Road No. 45) and the Westerly Right of Way line of South River Road per Official Records Book 2695, Page 1438, Public records of Sarasota County, Florida; thence S.36°39'07"E., along said Westerly Right of Way line of South River Road, a distance of 439.57 feet to a point on the West line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 34; thence S.00°09'58"W., along said West line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 34, a distance of 5.47 feet to the POINT OF BEGINNING.

Parcel contains 39,355 Square Feet, or 0.9035 Acres more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007
JOB NUMBER: 07-05-25(100C)

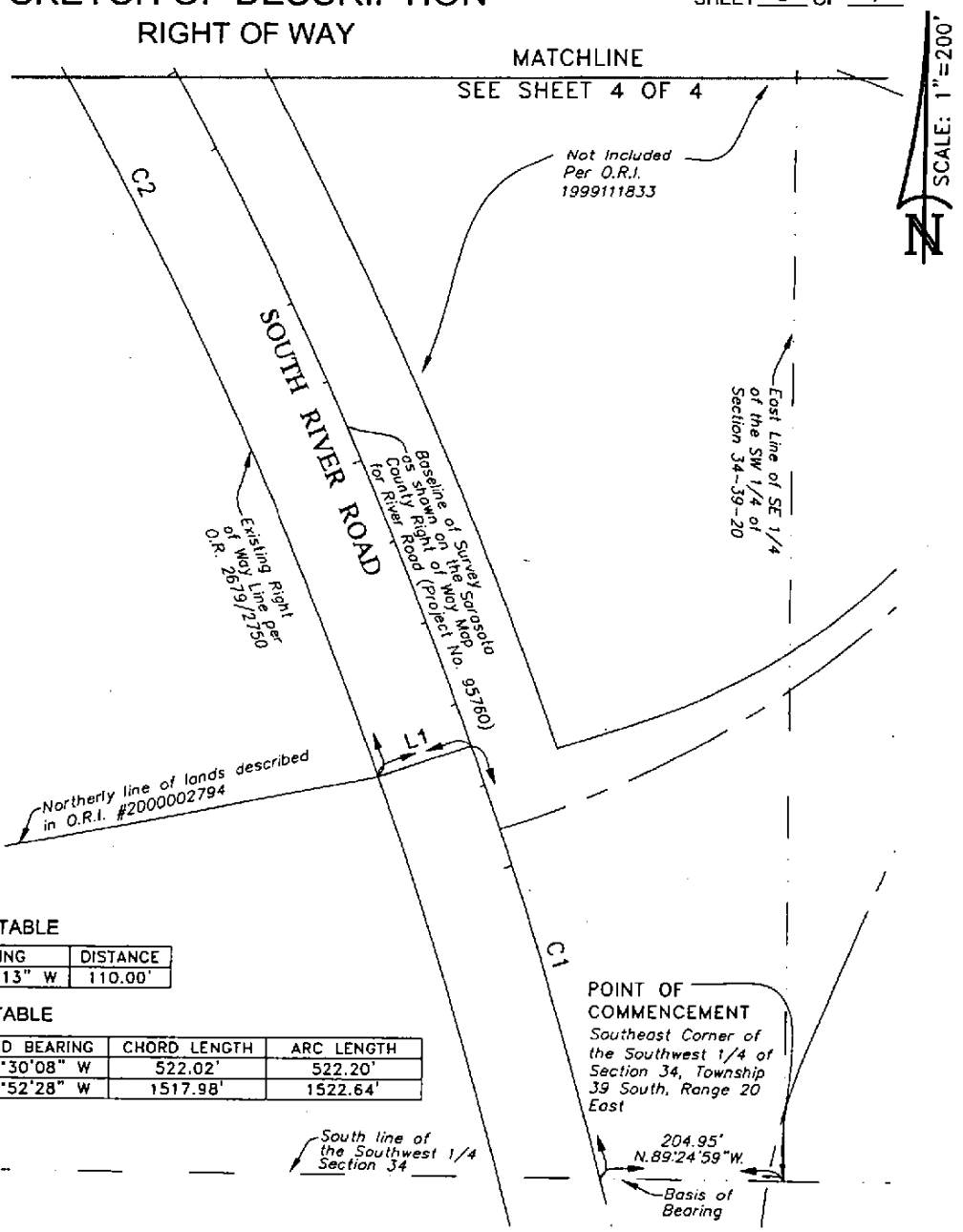
BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 100 C

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 3 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 70°53'13" W	110.00'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	5729.58'	05°13'19"	N 16°30'08" W	522.02'	522.20'
C2	5619.32'	15°31'30"	N 26°52'28" W	1517.98'	1522.64'

1. *This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007
JOB NUMBER: 07-05-25(100C)

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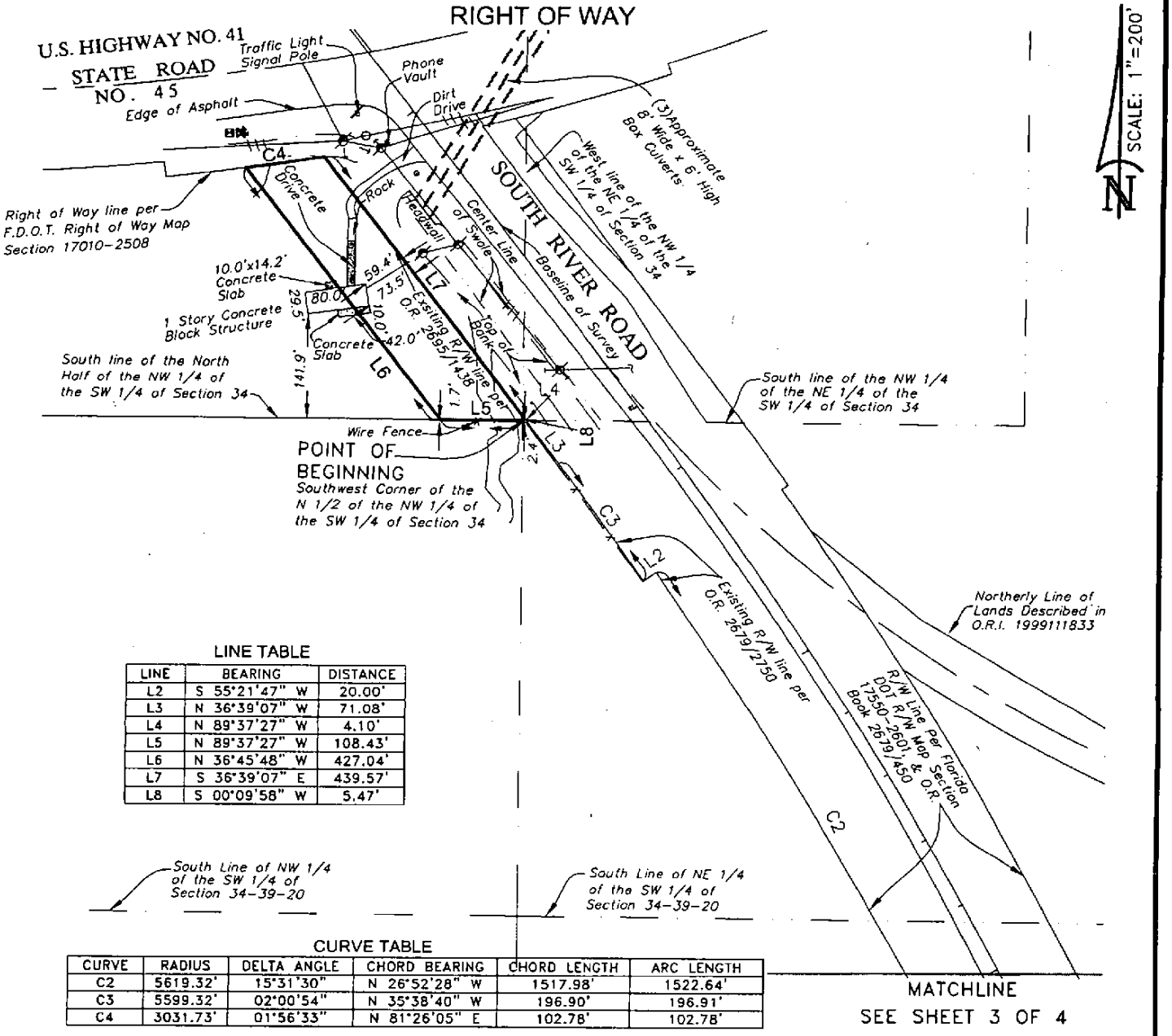
PARCEL 100 C

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 4 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L2	S 55°21'47" W	20.00'
L3	N 36°39'07" W	71.08'
L4	N 89°37'27" W	4.10'
L5	N 89°37'27" W	108.43'
L6	N 36°45'48" W	427.04'
L7	S 36°39'07" E	439.57'
L8	S 00°09'58" W	5.47'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C2	5619.32'	15°31'30"	N 26°52'28" W	1517.98'	1522.64'
C3	5599.32'	02°00'54"	N 35°38'40" W	196.90'	196.91'
C4	3031.73'	01°56'33"	N 81°26'05" E	102.78'	102.78'

1. *This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

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SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 26, 2007
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PARCEL 101. A

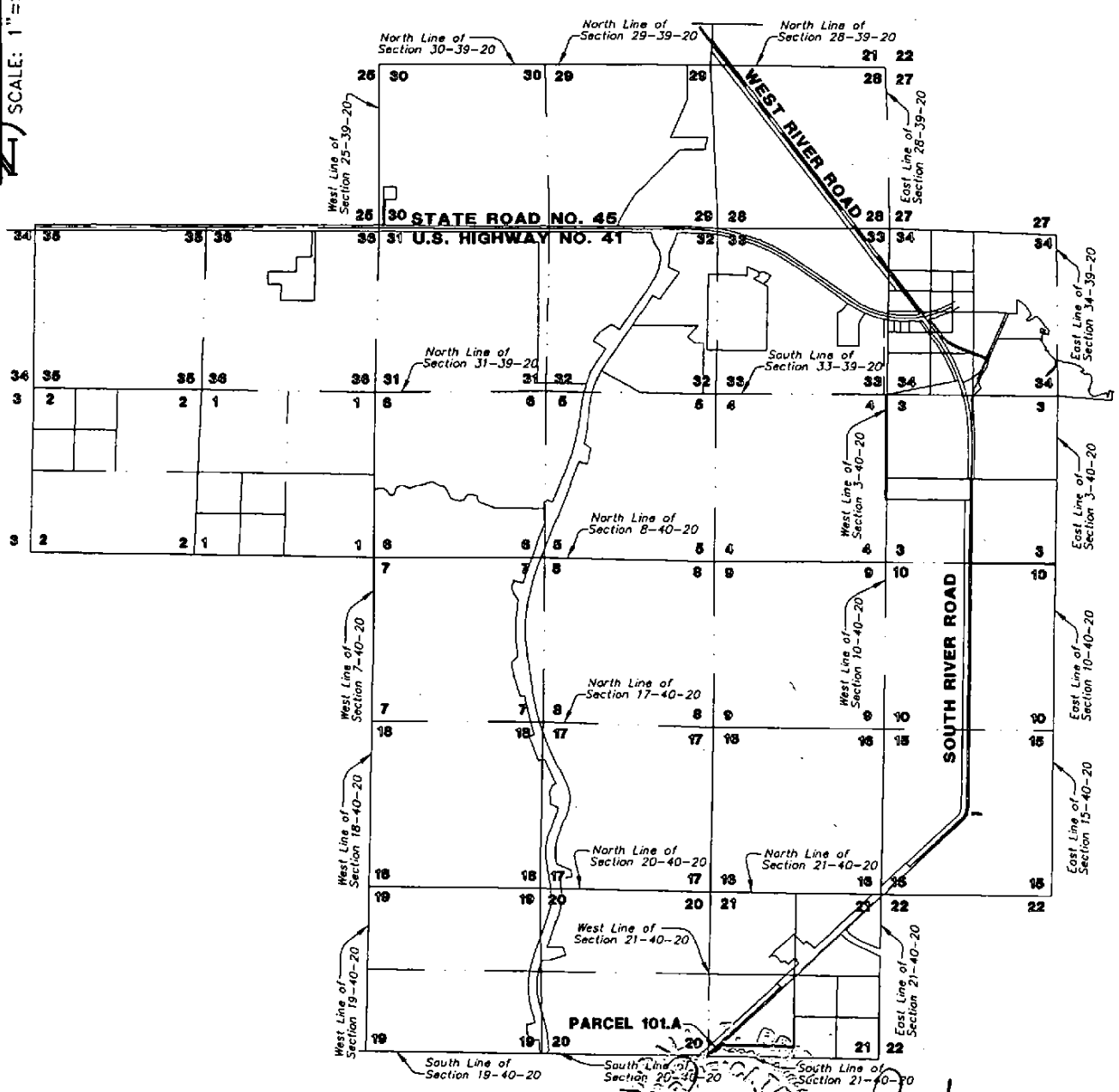
SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP

SHEET 1 OF 3

SCALE: 1"=5000'



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.A)

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PARCEL 101. A

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.88°46'17"E., along the said South line of Southwest Quarter of Section 21, a distance of 40.25 feet to the Southeasterly Maintained Right of Way of South River Road as shown on unrecorded Maintained Right of Way Map of River Road, for a POINT OF BEGINNING, thence along said southerly Maintained right of way line the following three (3) courses: (1) N.45°55'23"E., a distance of 105.80 feet; (2) thence N.44°19'24"W., a distance of 4.28 feet; (3) thence N.45°58'11"E., a distance of 354.51 feet to the South line of lands described in Official Records Book 986, Page 904; thence along said South line of lands described in Official records Book 986, Page 904, S.88°46'03"E., a distance of 16.74 feet; thence S.45°58'11"W., a distance of 464.61 feet to said South line of the Southwest Quarter of Section 21; thence along said South line of the Southwest Quarter of Section 21, N.88°46'17"W., a distance of 10.59 feet to the POINT OF BEGINNING.

Parcel contains 5,057 Square Feet, or 0.1161 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.A)

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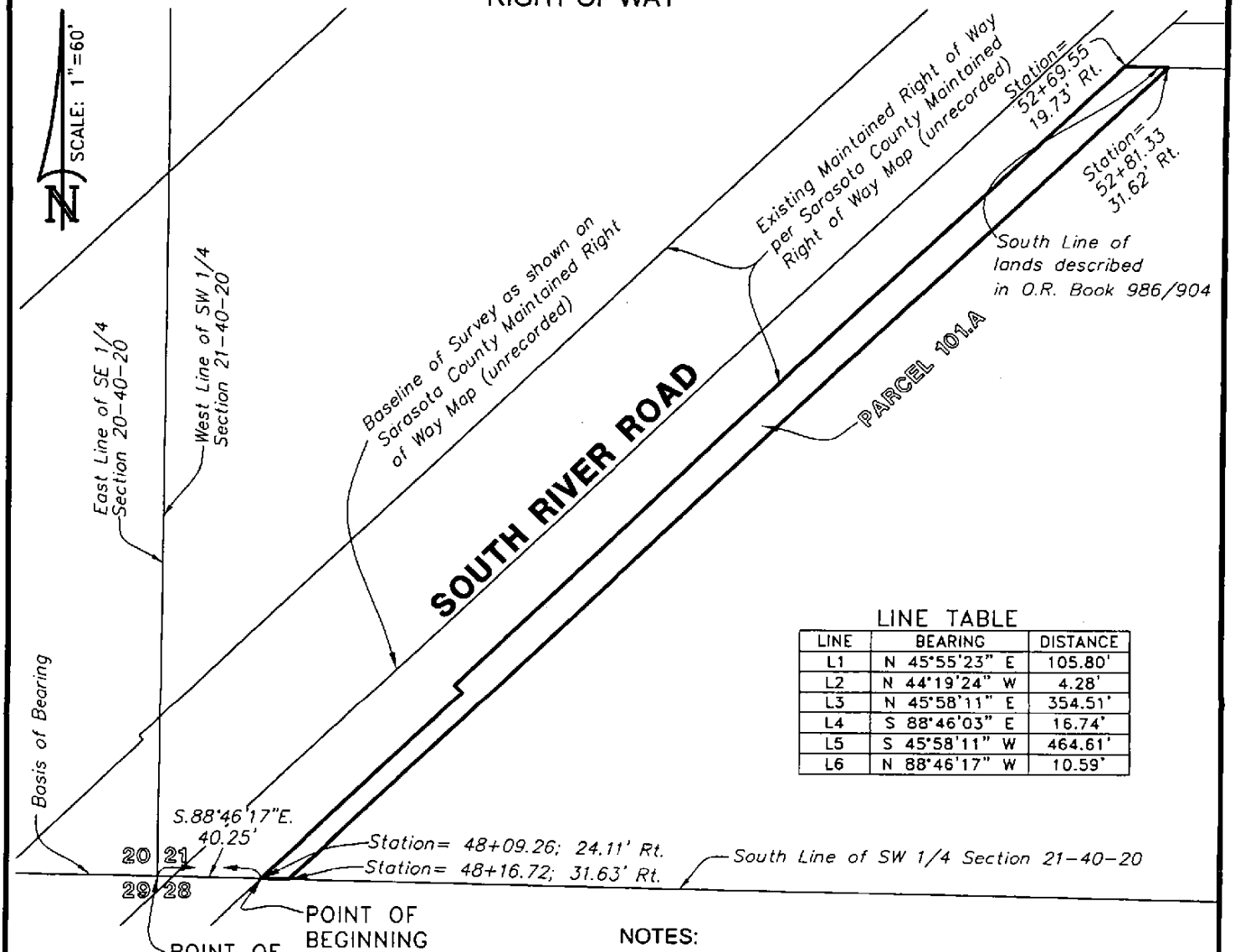
PARCEL 101. A

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 3 OF 3



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°55'23" E	105.80'
L2	N 44°19'24" W	4.28'
L3	N 45°58'11" E	354.51'
L4	S 88°46'03" E	16.74'
L5	S 45°58'11" W	464.61'
L6	N 88°46'17" W	10.59'

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION
THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.A)

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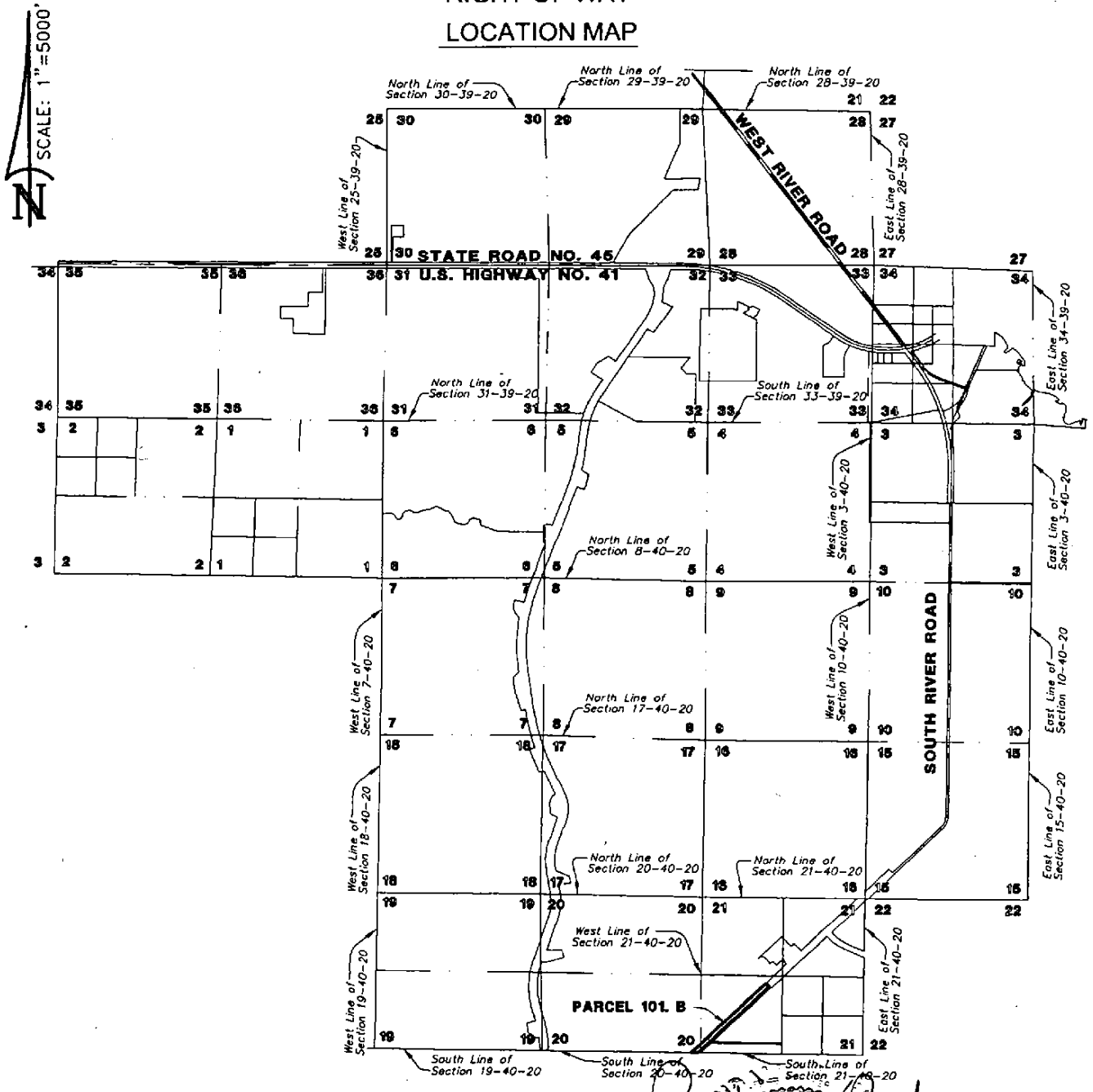
PARCEL 101. B

SKETCH OF DESCRIPTION

SHEET 1 OF 4

RIGHT OF WAY

LOCATION MAP



DATE: MAY 22, 2007

Randall E. Britt

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.B)

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PARCEL 101. B

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Section 20 & 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°12'04"W., along the South line of said Section 20, a distance of 60.14 feet to the northwesterly maintained Right of Way of South River Road as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road a POINT OF BEGINNING; thence continue along said South line of Section 20, N.89°12'04"W., a distance of 221.97 feet; thence N.45°58'11"E., a distance of 1634.22 feet; thence N.45°58'06"E., a distance of 1299.84 feet; thence N.45°58'15"E., a distance of 425.82 feet to the boundary of lands described in Official Records Instrument No. 2000163556; thence S.44°02'57"E., along said boundary of lands described in Official Records Instrument No. 2000163556, a distance of 157.69 feet to said maintained Right of Way Line; thence along said maintained Right of Way line the following six (6) courses: (1) S.45°57'54"W., a distance of 640.66 feet; (2) thence S.45°58'20"W., a distance of 1300.13 feet; (3) thence N.43°57'33"W., a distance of 3.59 feet; (4) thence S.45°57'55"W., a distance of 1185.97 feet; (5) thence S.43°13'15"E., a distance of 2.20 feet; (6) thence S.45°52'56"W., a distance of 75.72 feet to the POINT OF BEGINNING.

Parcel contains 513,026 Square Feet, or 11.7775 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.B)

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LAND SURVEYORS AND MAPPERS
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PARCEL 101. B

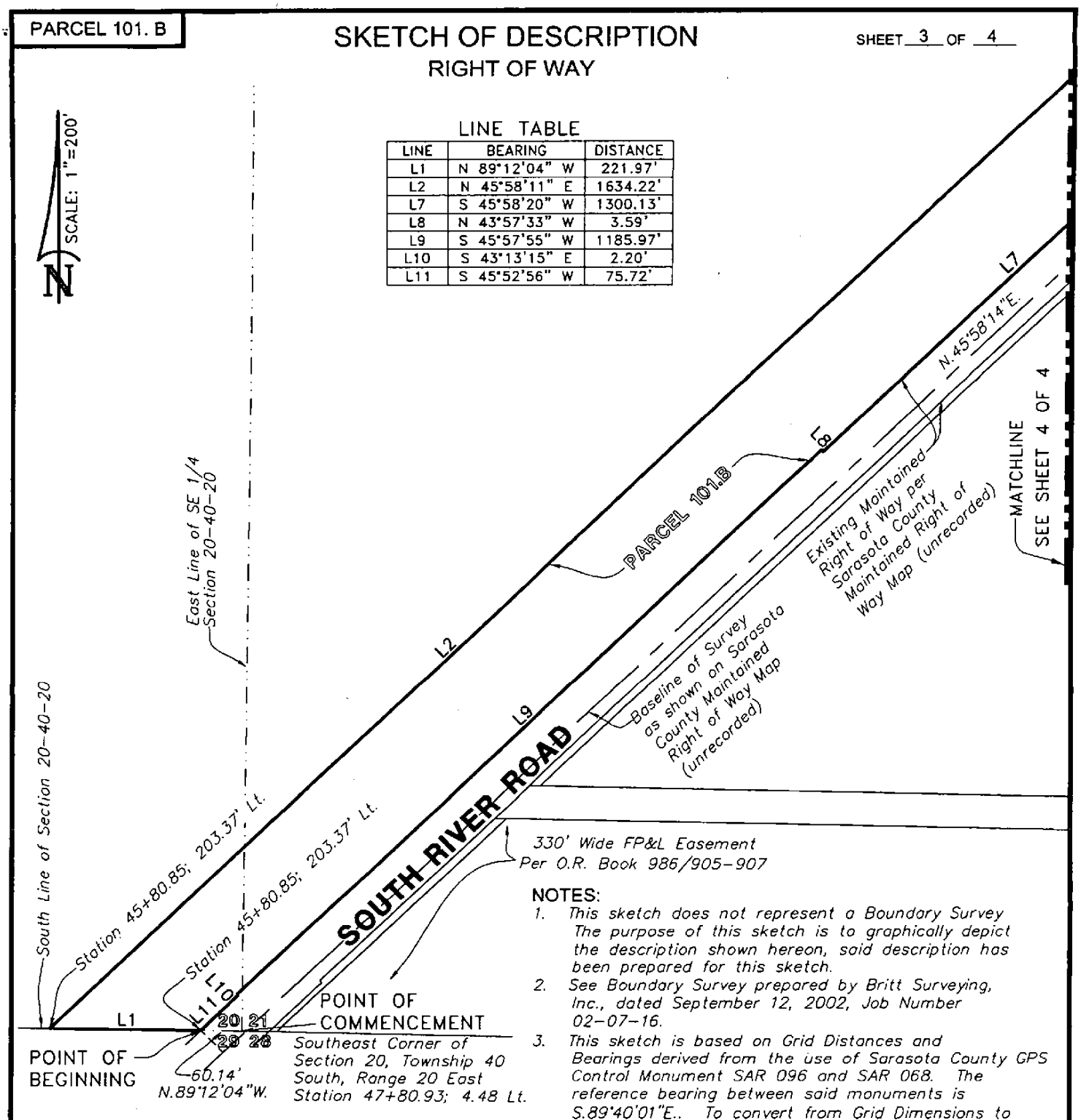
SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 3 OF 4

SCALE: 1"=200'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°12'04" W	221.97'
L2	N 45°58'11" E	1634.22'
L7	S 45°58'20" W	1300.13'
L8	N 43°57'33" W	3.59'
L9	S 45°57'55" W	1185.97'
L10	S 43°13'15" E	2.20'
L11	S 45°52'56" W	75.72'



NOTES:

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2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.B)

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LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
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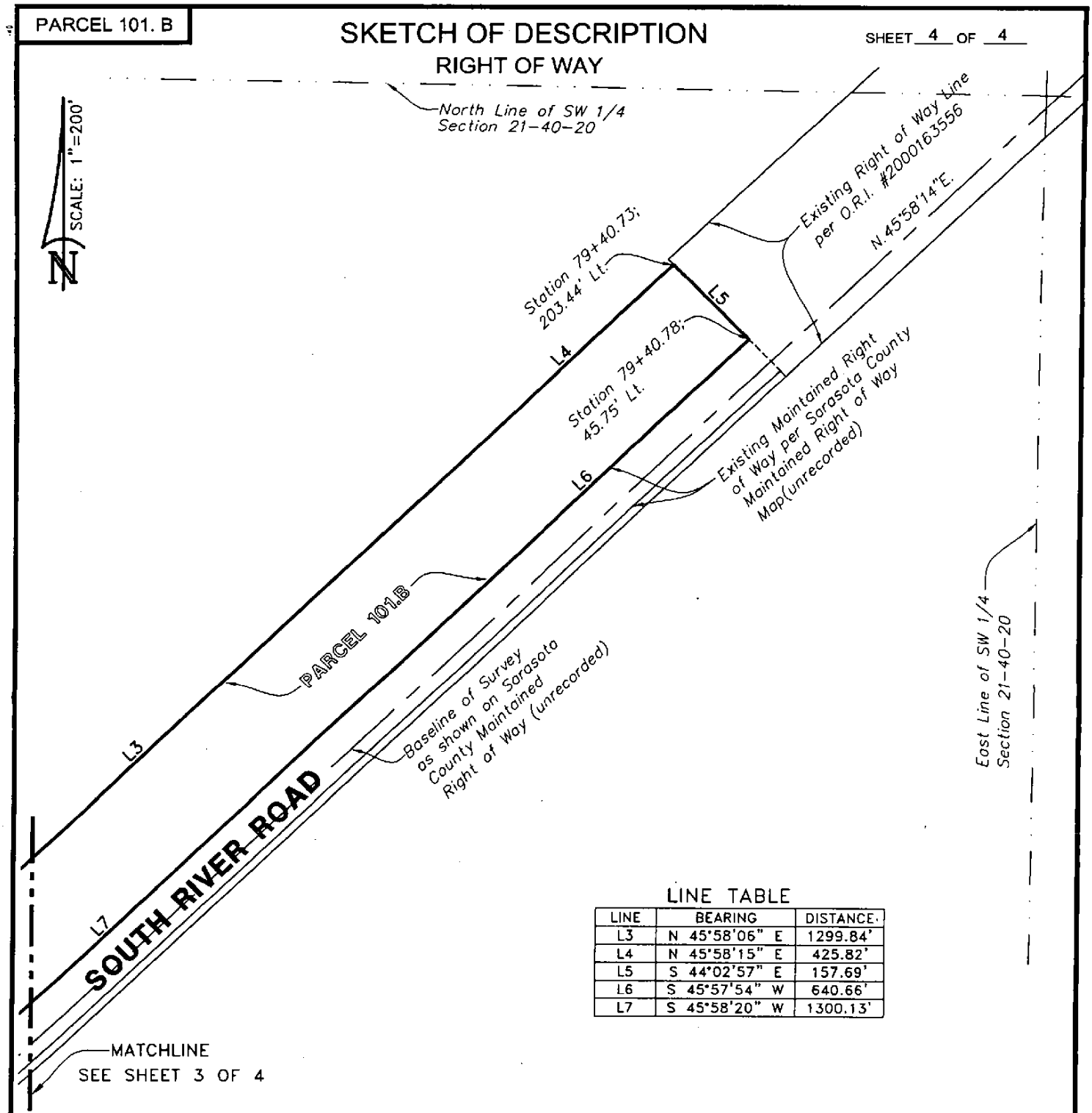
PARCEL 101. B

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 4 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L3	N 45°58'06" E	1299.84'
L4	N 45°58'15" E	425.82'
L5	S 44°02'57" E	157.69'
L6	S 45°57'54" W	640.66'
L7	S 45°58'20" W	1300.13'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.B)

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PARCEL 101.C

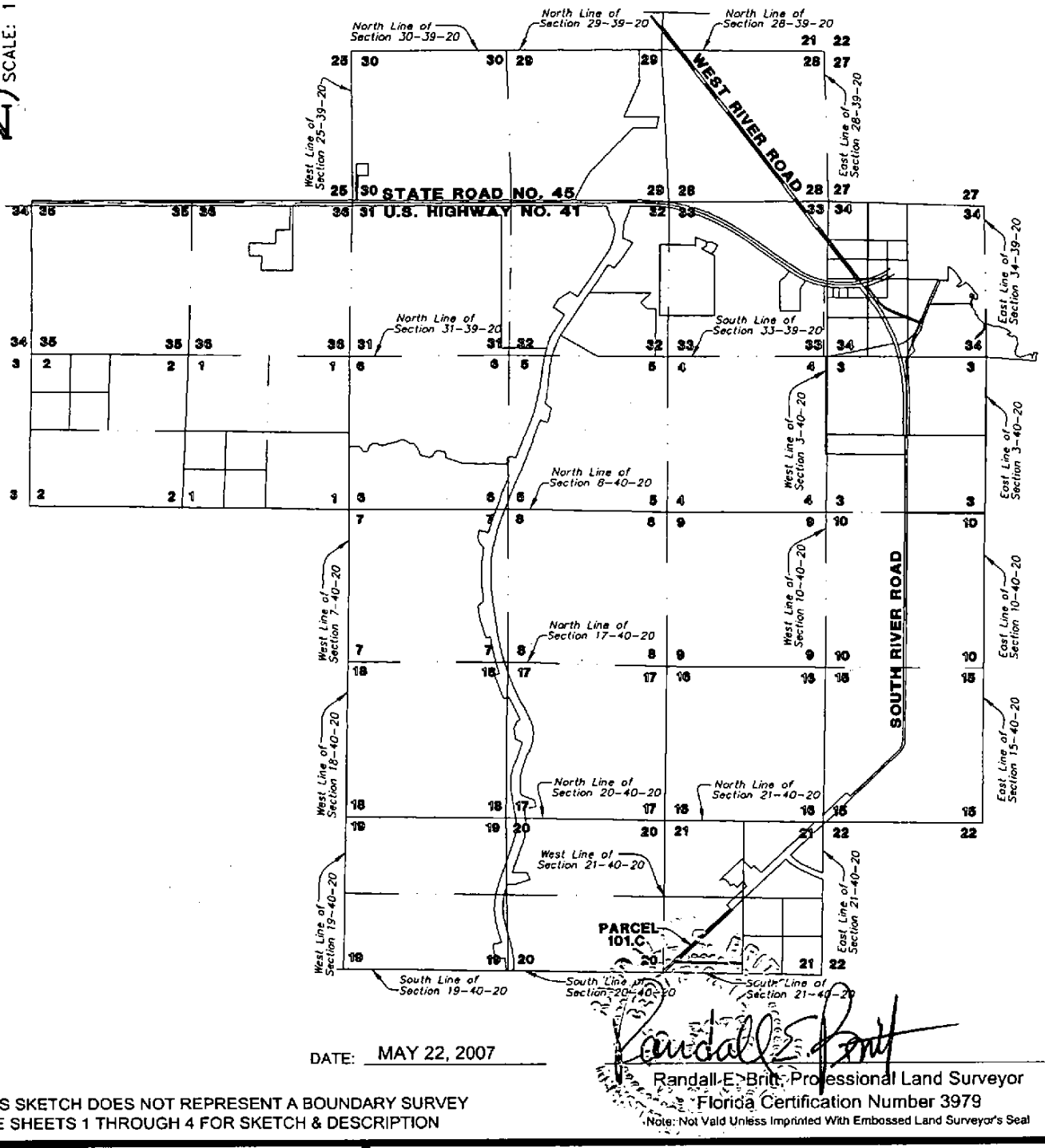
SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP

SHEET 1 OF 4

SCALE: 1"=5000'



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.C)

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Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.C

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.88°46'17"E., along the South Line of the Southwest Quarter of said Section 21, a distance of 6.31 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road; thence along said baseline, N.45°58'14"E., a distance of 554.56 feet; thence S.44°01'46"E., perpendicular to said baseline, a distance of 19.73 feet to the Southeasterly Maintained Right of Way Line of South River Road as shown on said Sarasota County Maintained Right of Way Map for a POINT OF BEGINNING; thence along said Maintained Right of Way Line the following three (3) courses: (1) N.45°58'11"E., a distance of 875.08 feet; (2) thence N.45°58'06"E., a distance of 1299.90 feet; (3) thence N.45°58'15"E., a distance of 425.85 feet to the boundary of lands described in Official Records Instrument No. 2000163556; Public Records of Sarasota County, Florida; thence along said boundary of lands described in Official Records Instrument No. 2000163556, S.44°03'18"E., a distance of 11.89 feet; thence S.45°58'15"W., a distance of 425.86 feet; thence S.45°58'06"W., a distance of 1299.90 feet; thence S.45°58'11"W., a distance of 863.29 feet to the North line of lands described in Official Records Book 986, Page 904, Public Records of Sarasota County, Florida; thence N.88°46'03"W., along said North line of lands described in Official Records Book 986, Page 904, a distance of 16.74 feet to the POINT OF BEGINNING.

Parcel contains 30,854 Square Feet, or 0.7083 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.C)

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PARCEL 101.C

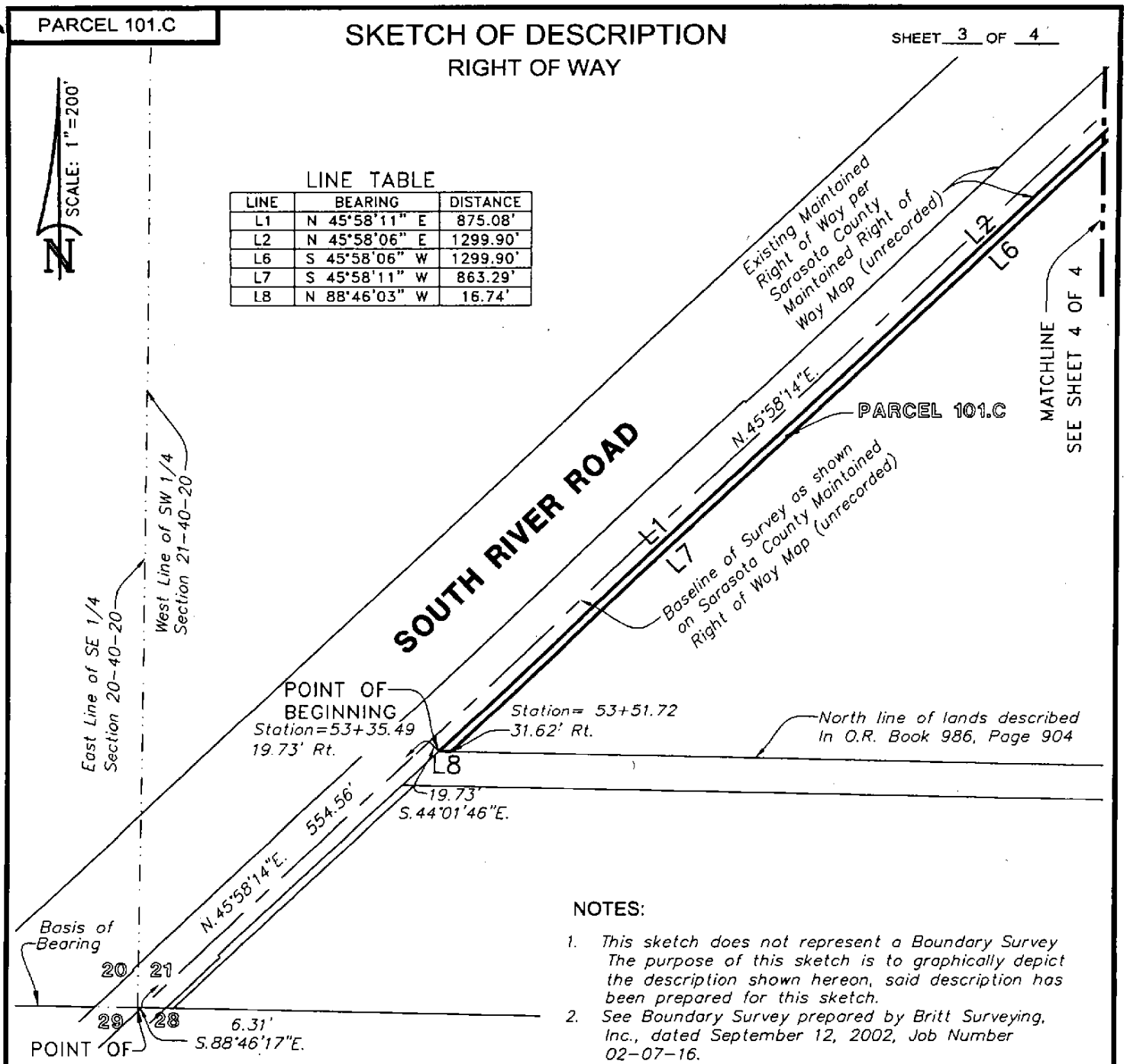
SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 3 OF 4

SCALE: 1"=200'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°58'11" E	875.08'
L2	N 45°58'06" E	1299.90'
L6	S 45°58'06" W	1299.90'
L7	S 45°58'11" W	863.29'
L8	N 88°46'03" W	16.74'



NOTES:

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2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

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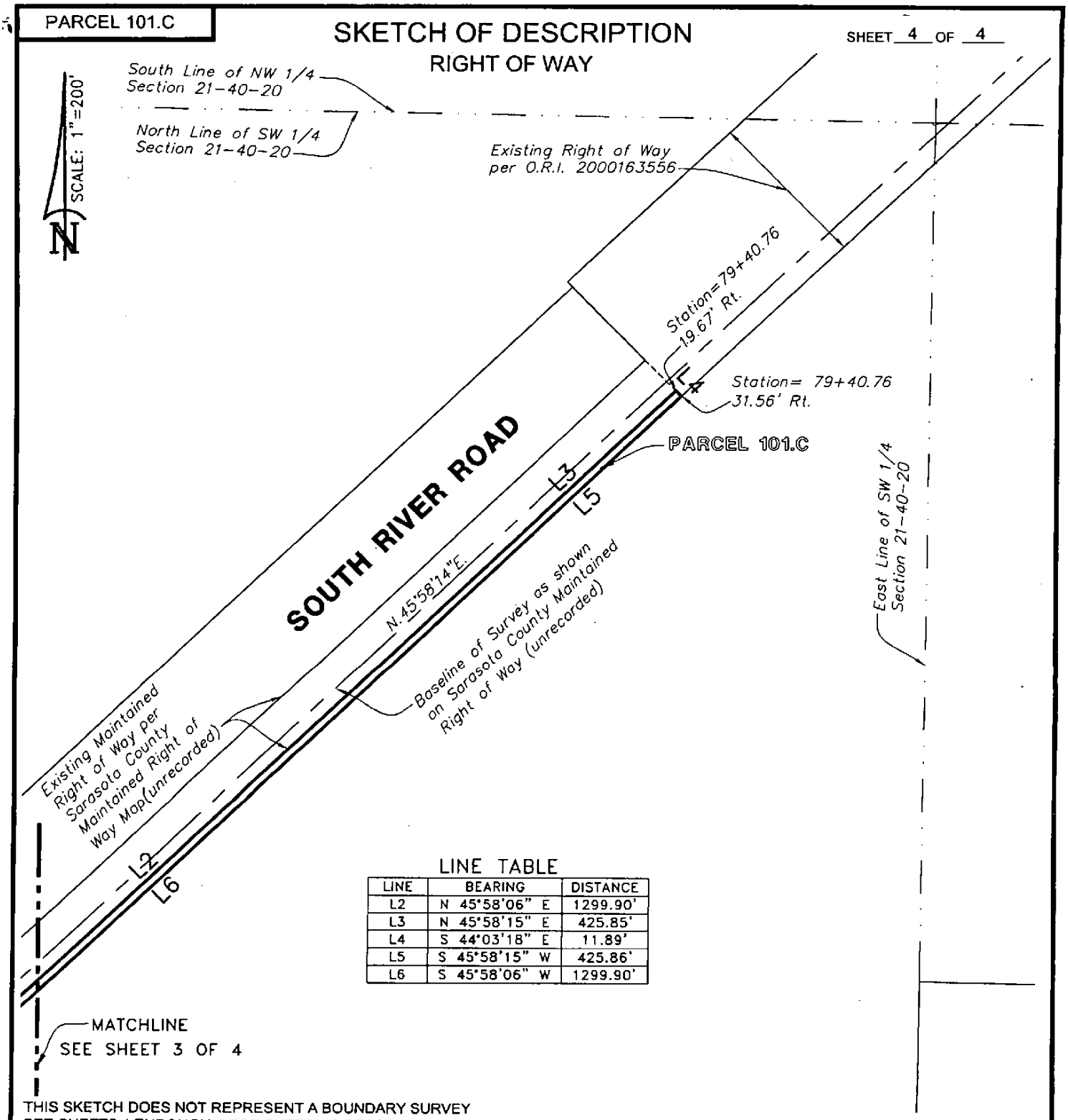
PARCEL 101.C

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 4 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L2	N 45°58'06" E	1299.90'
L3	N 45°58'15" E	425.85'
L4	S 44°03'18" E	11.89'
L5	S 45°58'15" W	425.86'
L6	S 45°58'06" W	1299.90'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.C)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
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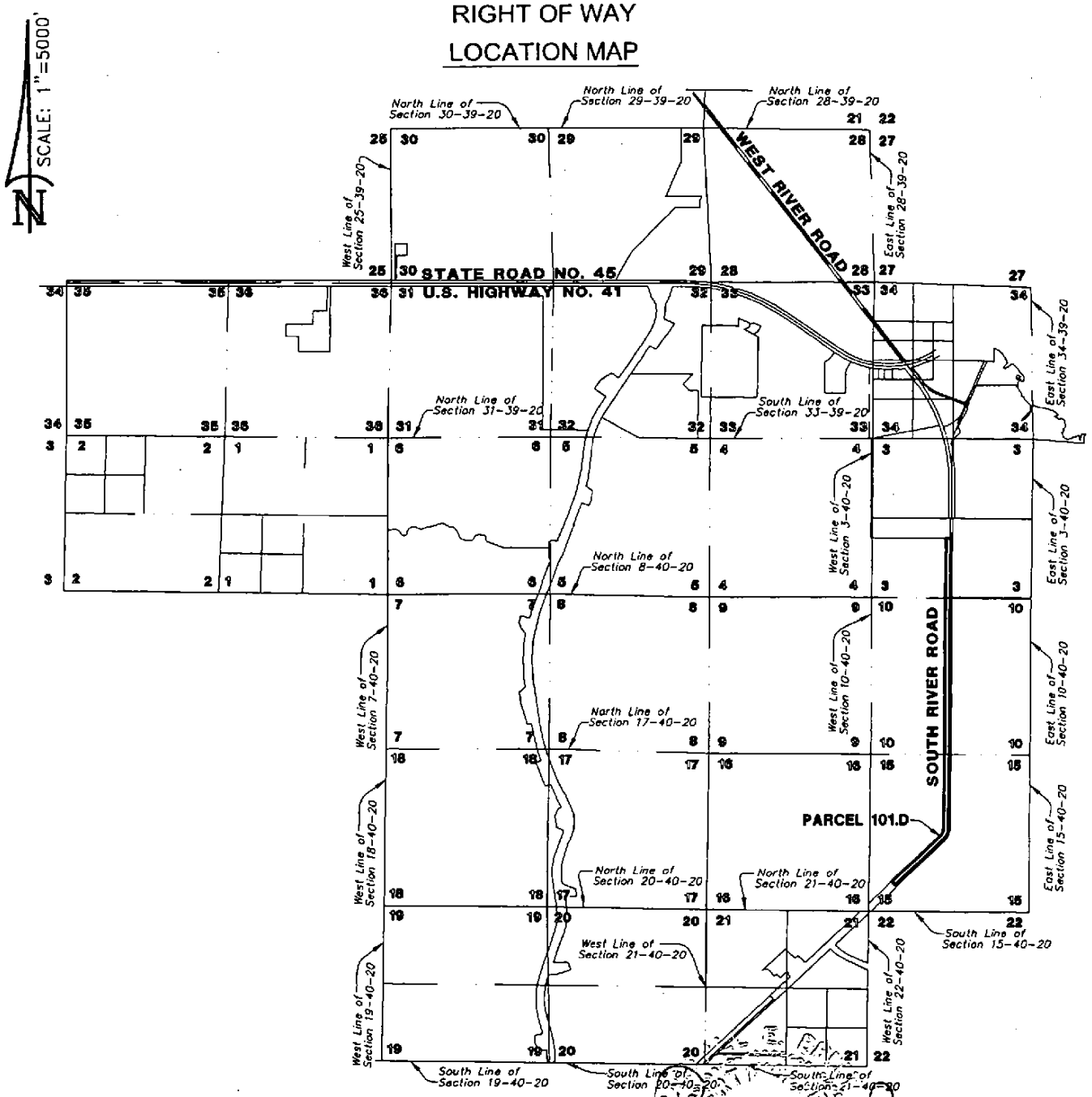
PARCEL 101.D

SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP

SHEET 1 OF 7



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.D)

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Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.D

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land lying in Sections 3, 10 & 15, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

COMMENCE at the Southwest corner of Section 15, Township 40 South, Range 20 East, Sarasota County, Florida, thence S.89°21'19"E., a distance of 49.10 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road; thence along said baseline N.45°58'14"E., a distance of 1216.79 feet; thence N.44°01'46"W., perpendicular to said baseline, a distance of 49.87 feet to the Southeasterly Maintained Right of Way line of South River Road as shown on said Sarasota County Maintained Right of Way Map, same being a point on the northeasterly line of lands described in Official Records Instrument No. 2000163556, Public Records of Sarasota County, Florida, for a POINT OF BEGINNING; thence along said northeasterly line of lands described in Official Records Instrument No. 2000163556, N.44°03'16"W., a distance of 155.58 feet; thence N.45°58'20"E., a distance of 129.64 feet; thence N.45°58'32"E., a distance of 1300.03 feet; thence N.45°58'19"E., a distance of 740.37 feet; to a point on a curve to the left having a radius of 459.31 feet, a central angle of 45°40'13", a chord bearing of N.23°13'32"E., and a chord length of 356.50 feet; thence along the arc of said curve an arc length of 366.11 feet; thence N.00°28'30"E., a distance of 9857.69 feet to the South line of lands described in Official Records Instrument #2000002794 thence along said South line S.89°20'26"E., a distance of 154.10 feet to the Westerly Maintained Right of Way line of South River Road as shown on said Sarasota County Maintained Right of Way Map; thence along said Maintained Right of Way line the following thirteen (13) courses: (1) S.00°28'31"W., a distance of 2020.44 feet; (2) thence S.00°26'02"W., a distance of 37.52 feet; (3) thence S.00°28'42"W., a distance of 1300.21 feet; (4) thence S.00°28'02"W., a distance of 1299.86 feet; (5) thence S.00°28'39"W., a distance of 1299.84 feet; (6) thence S.00°28'37"W., a distance of 1300.11 feet; (7) thence S.00°29'25"W., a distance of 159.92 feet; (8) thence S.00°28'35"W., a distance of 1140.14 feet; (9) thence S.00°28'27"W., a distance of 1299.05 feet; (10) thence S.89°31'29"E., a distance of 1.40 feet; (11) to a point on a curve to the right having a radius of 614.34 feet, a central angle of 45°41'29", a chord bearing of S.23°13'10"W., and a chord length of 477.03 feet; thence along the arc of said curve an arc length of 489.91 feet; (12) thence S.45°58'19"W., a distance of 932.25 feet; (13) thence S.45°58'27"W., a distance of 1237.53 feet to the POINT OF BEGINNING.

Parcel contains 1,923,230 Square Feet, or 44.1513 Acres more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.D)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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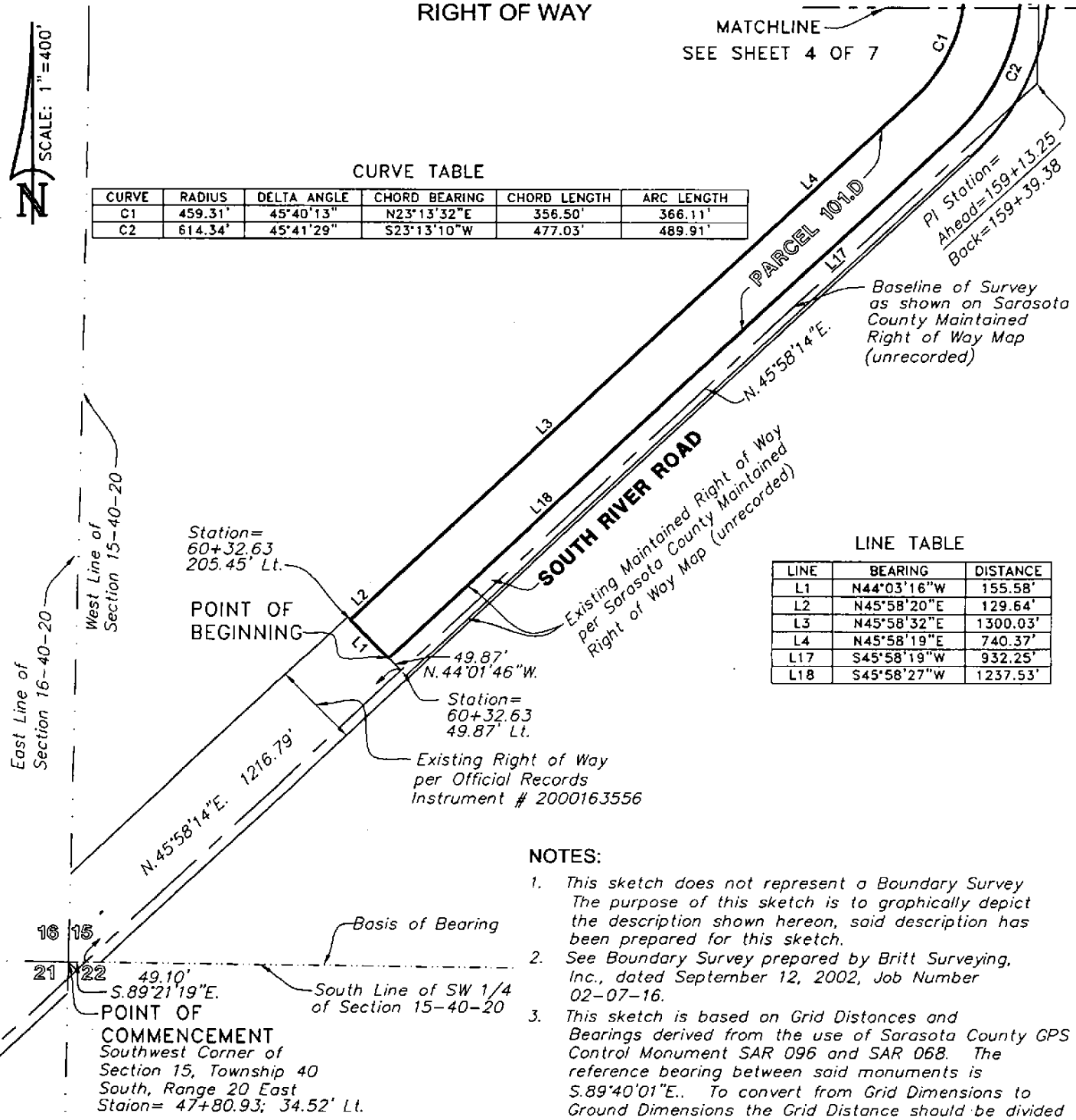
PARCEL 101.D

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 3 OF 7



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	459.31'	45°40'13"	N23°13'32"E	356.50'	366.11'
C2	614.34'	45°41'29"	S23°13'10"W	477.03'	489.91'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N44°03'16"W	155.58'
L2	N45°58'20"E	129.64'
L3	N45°58'32"E	1300.03'
L4	N45°58'19"E	740.37'
L17	S45°58'19"W	932.25'
L18	S45°58'27"W	1237.53'

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.D)

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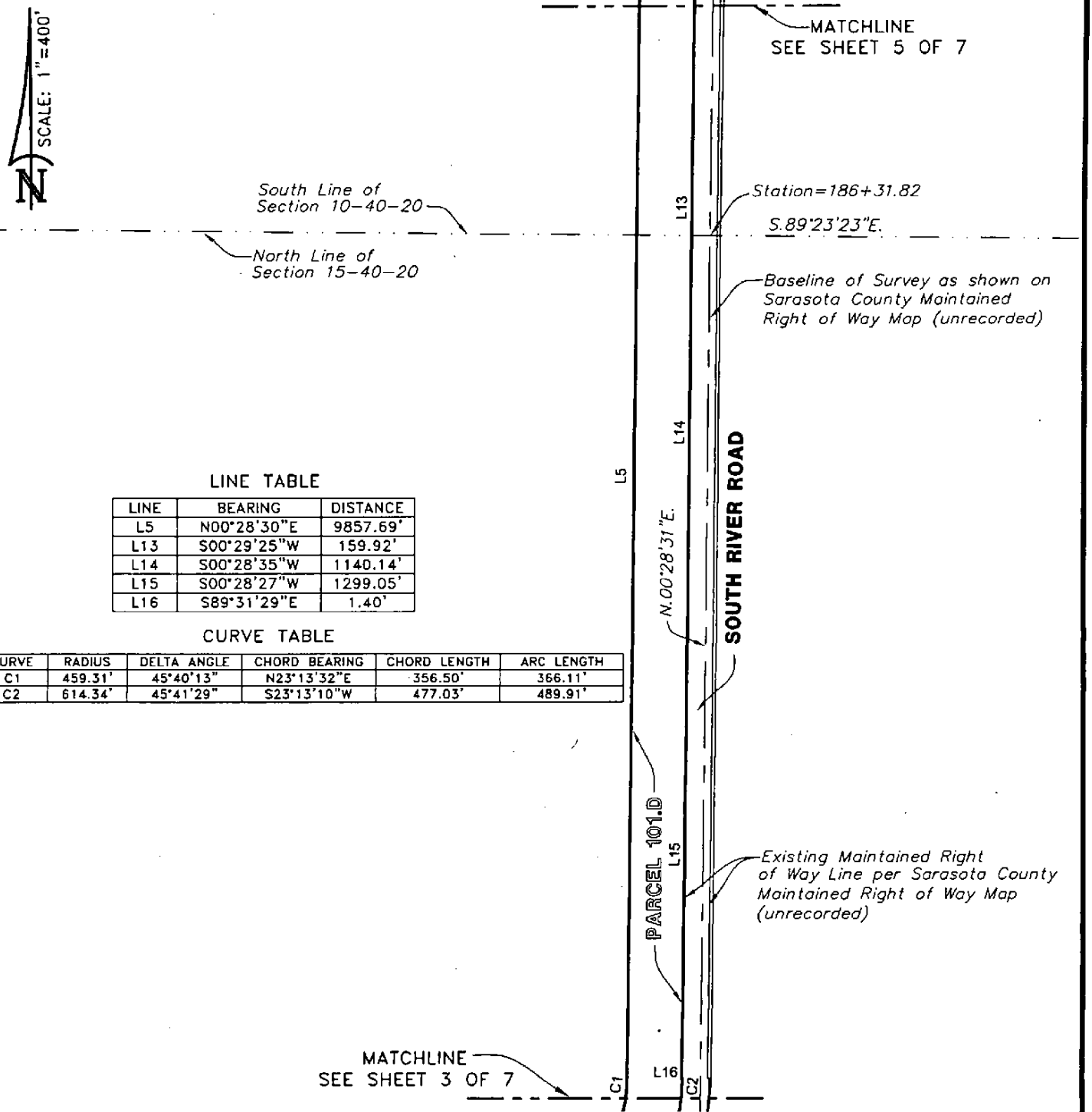
PARCEL 101.D

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 4 OF 7



LINE TABLE

LINE	BEARING	DISTANCE
L5	N00°28'30"E	9857.69'
L13	S00°29'25"W	159.92'
L14	S00°28'35"W	1140.14'
L15	S00°28'27"W	1299.05'
L16	S89°31'29"E	1.40'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	459.31'	45°40'13"	N23°13'32"E	356.50'	366.11'
C2	614.34'	45°41'29"	S23°13'10"W	477.03'	489.91'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.D)

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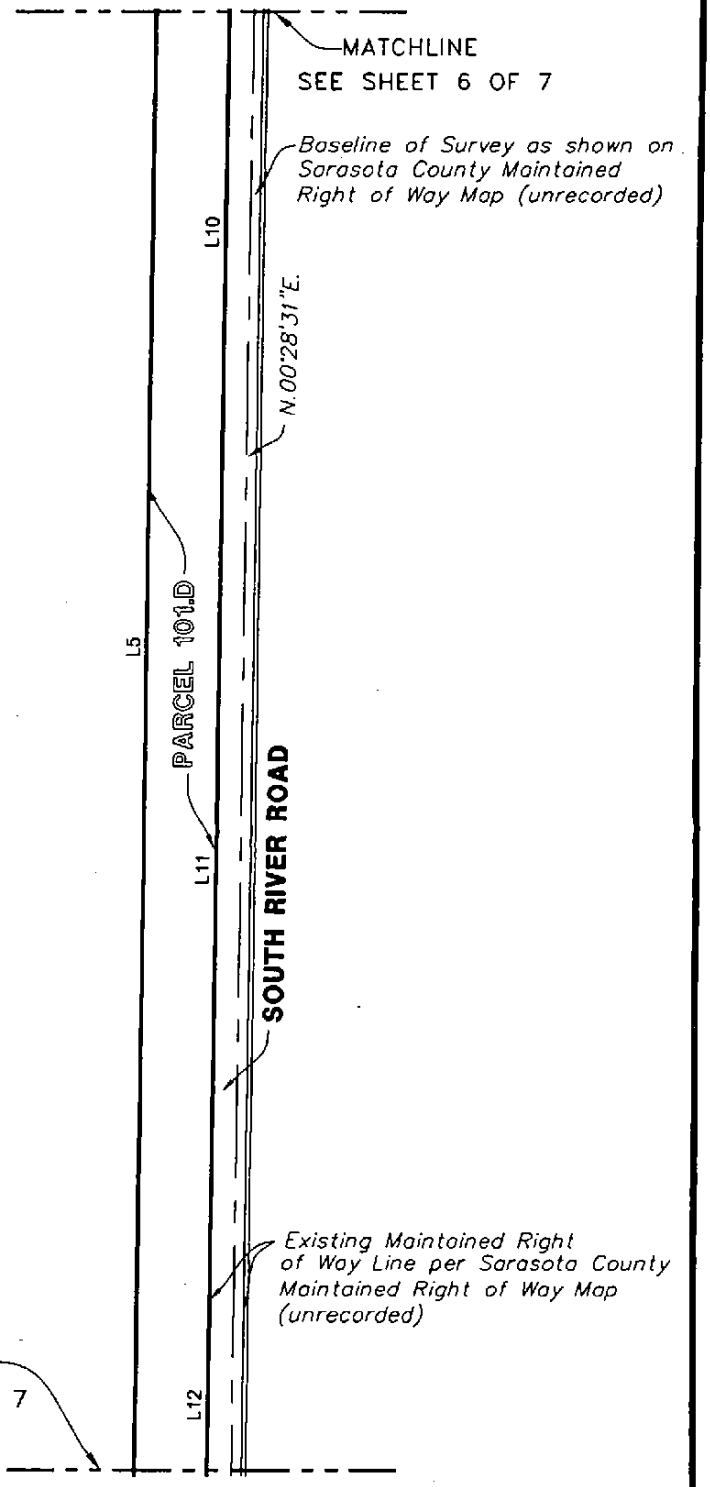
PARCEL 101.D

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 5 OF 7

LINE TABLE

LINE	BEARING	DISTANCE
L5	N00°28'30"E	9857.69'
L10	S00°28'02"W	1299.86'
L11	S00°28'39"W	1299.84'
L12	S00°28'37"W	1300.11'



THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.D)

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PARCEL 101.D

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 6 OF 7

LINE TABLE

LINE	BEARING	DISTANCE
L5	N00°28'30"E	9857.69'
L7	S00°28'31"W	2020.44'
L8	S00°26'02"W	37.52'
L9	S00°28'42"W	1300.21'

MATCHLINE
SEE SHEET 7 OF 7

N.00°28'31"E.

Baseline of Survey as shown on Sarasota County Maintained Right of Way Map (unrecorded)

L7

PARCEL 101.D

Existing Maintained Right of Way Line per Sarasota County Maintained Right of Way Map (unrecorded)

South Quarter Corner
Section 3-40-20
Station=240+29.18; 3.96' Rt.

South Line of
SE 1/4 of
Section 3-40-20

Boundary Line of
Thomas Ranch

L5

South Line of
SW 1/4 of
Section 3-40-20

S.89°17'43"E.

L8

EAST RIVER ROAD

50' Road Right Of Way Dedicated to Sarasota County Per Deed Book 168 Page 240.

North Line of
NW 1/4 of
Section 10-40-20

L9

SOUTH RIVER ROAD

MATCHLINE
SEE SHEET 5 OF 7

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.D)

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PARCEL 101.D

SKETCH OF DESCRIPTION

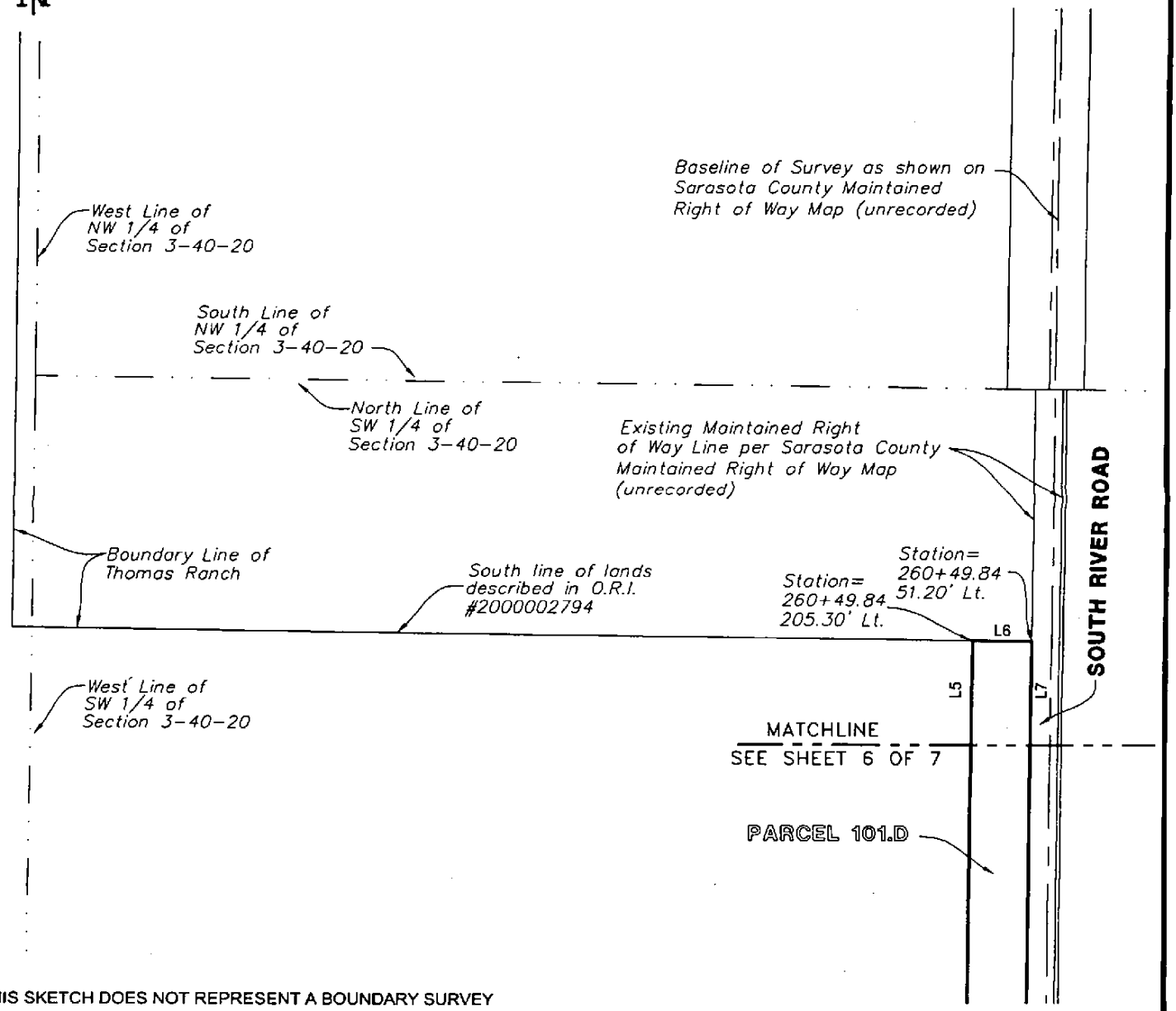
RIGHT OF WAY

SHEET 7 OF 7

SCALE: 1"=400'

LINE TABLE

LINE	BEARING	DISTANCE
L5	N00°28'30"E	9857.69'
L6	S89°20'26"E	154.10'
L7	S00°28'31"W	2020.44'



THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 7 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.D)

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PARCEL 101.E

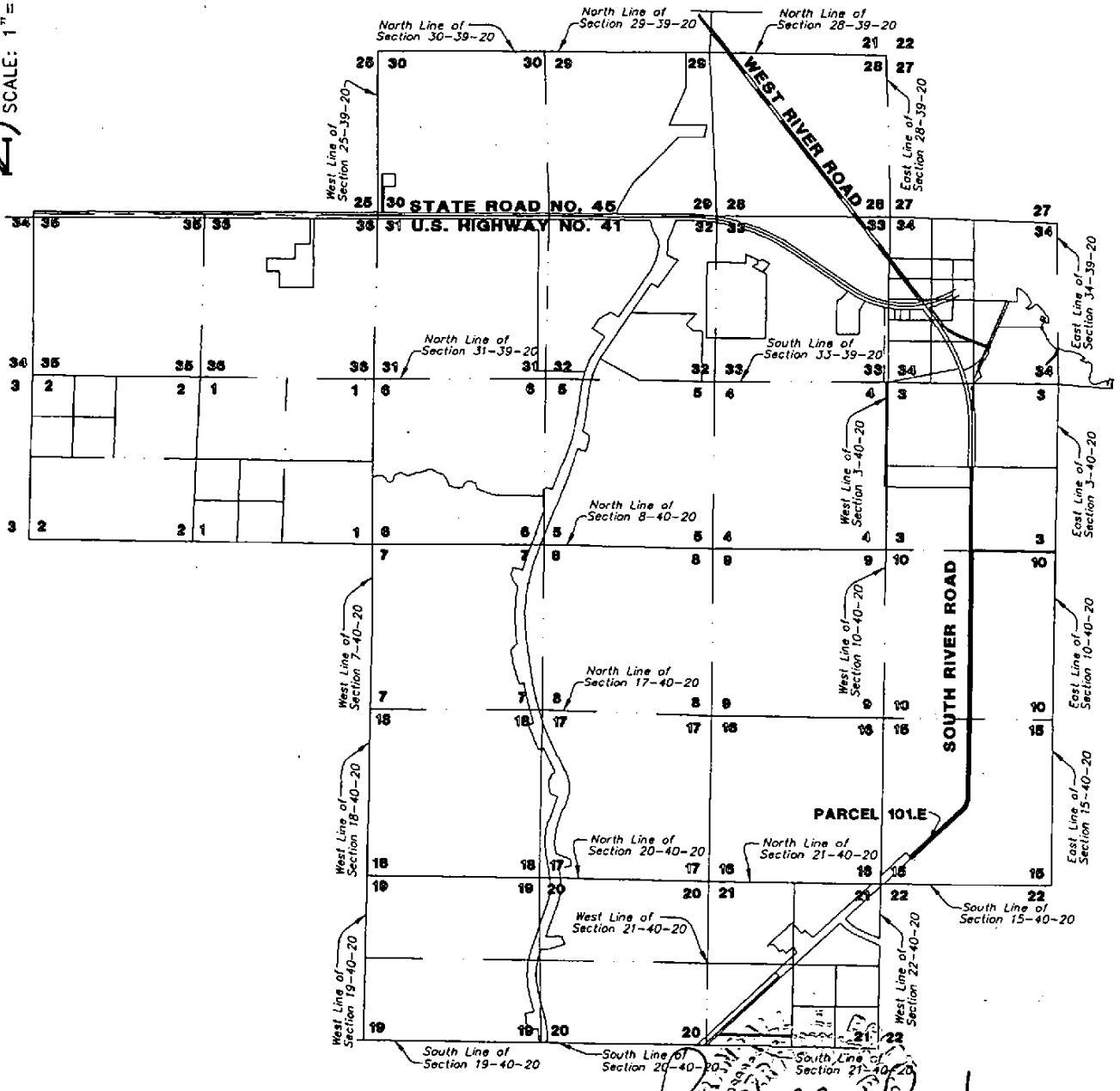
SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP

SHEET 1 OF 6

SCALE: 1"=5000'



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.E)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.E

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Sections 10 & 15, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 15, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°21'19"E., along the South Line of the Southwest Quarter of said Section 15, a distance of 49.10 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road; thence along said baseline N.45°58'14"E., a distance of 1216.82 feet; thence S.44°01'46"E., perpendicular to said baseline, a distance of 20.53 feet to the Southeasterly Maintained Right of Way Line of South River Road as shown on said Sarasota County Maintained Right of Way Map for a POINT OF BEGINNING; thence along said Maintained Right of Way Line the following thirteen (13) courses: (1) N.45°58'20"E., a distance of 129.52 feet; (2) thence N.45°58'32"E., a distance of 1300.03 feet; (3) thence N.45°58'19"E., a distance of 740.22 feet; (4) thence S.43°36'19"E., a distance of 4.92 feet;(5) to a point on a curve to the left having a radius of 690.21 feet, a central angle of 45°38'28", a chord bearing of N.23°13'38"E., and a chord length of 535.39 feet; thence along the arc of said curve an arc length of 549.81 feet; (6) thence N.89°45'02"W., a distance of 5.43 feet; (7) thence N.00°28'37"E., a distance of 1299.14 feet; (8) thence N.00°28'36"E., a distance of 1299.94 feet; (9) thence N.00°28'37"E., a distance of 1299.99 feet; (10) thence N.00°28'20"E., a distance of 1299.96 feet; (11) thence N.00°28'25"E., a distance of 1299.82 feet; (12) thence N.00°28'24"E., a distance of 1300.23 feet; (13) thence N.00°28'35"E., to the South line of a 50.00 foot Right of Way dedicated to Sarasota County per Deed Book 168, Page 240, Public Records of Sarasota County, Florida, a distance of 12.26 feet; thence S.89°31'25"E., along said South Line of the 50.00 foot Right of Way, a distance of 9.53 feet; thence S.00°28'35"W., a distance of 12.26 feet; thence S.00°28'24"W., a distance of 1300.23 feet; thence S.00°28'25"W., a distance of 1299.82 feet; thence S.00°28'20"W., a distance of 1299.96 feet; thence S.00°28'37"W., a distance of 1299.99 feet; thence S.00°28'36"W., a distance of 1299.94 feet; thence S.00°28'37"W., a distance of 1299.11 feet; to a point on a curve to the right having a radius of 694.31 feet, a central angle of 45°38'15", a chord bearing of S.23°13'32"W., and a chord length of 538.53 feet; thence along the arc of said curve an arc length of 553.04 feet; thence S.45°58'19"W., a distance of 740.22 feet; thence S.45°58'32"W., a distance of 1300.03 feet; thence S.45°58'20"W., a distance of 129.52 feet to the Northeasterly line of lands described in Official Records Instrument No. 2000163556, Public Records of Sarasota County, Florida; thence N.44°03'16"W., along said Northeasterly line of lands described in official records Instrument No. 2000163556, a distance of 9.02 feet to the POINT OF BEGINNING.

Parcel contains 96,314 Square Feet, or 2.2111 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.E)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
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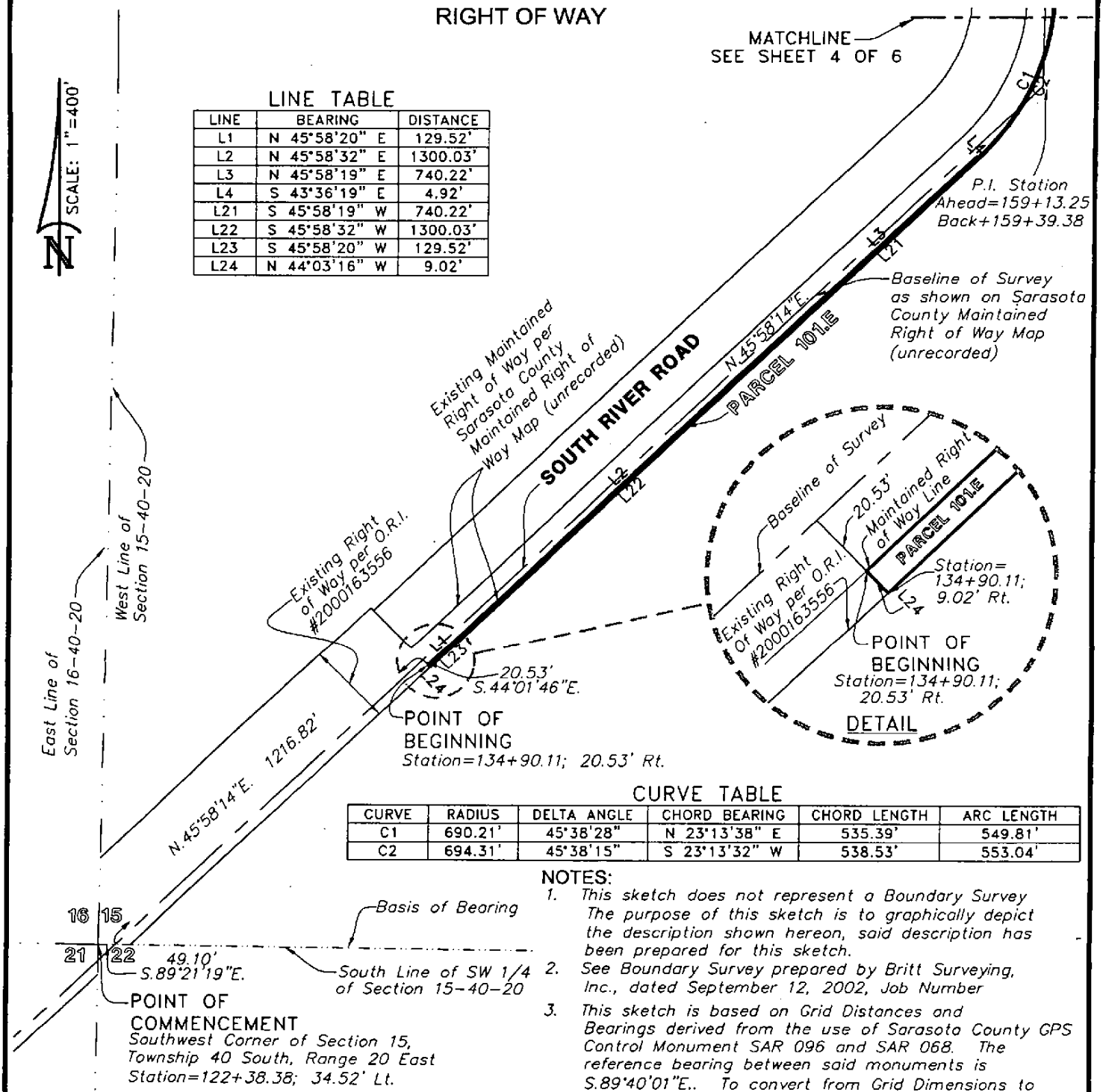
PARCEL 101.E

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 3 OF 6



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°58'20" E	129.52'
L2	N 45°58'32" E	1300.03'
L3	N 45°58'19" E	740.22'
L4	S 43°36'19" E	4.92'
L21	S 45°58'19" W	740.22'
L22	S 45°58'32" W	1300.03'
L23	S 45°58'20" W	129.52'
L24	N 44°03'16" W	9.02'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	690.21'	45°38'28"	N 23°13'38" E	535.39'	549.81'
C2	694.31'	45°38'15"	S 23°13'32" W	538.53'	553.04'

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.99954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.E)

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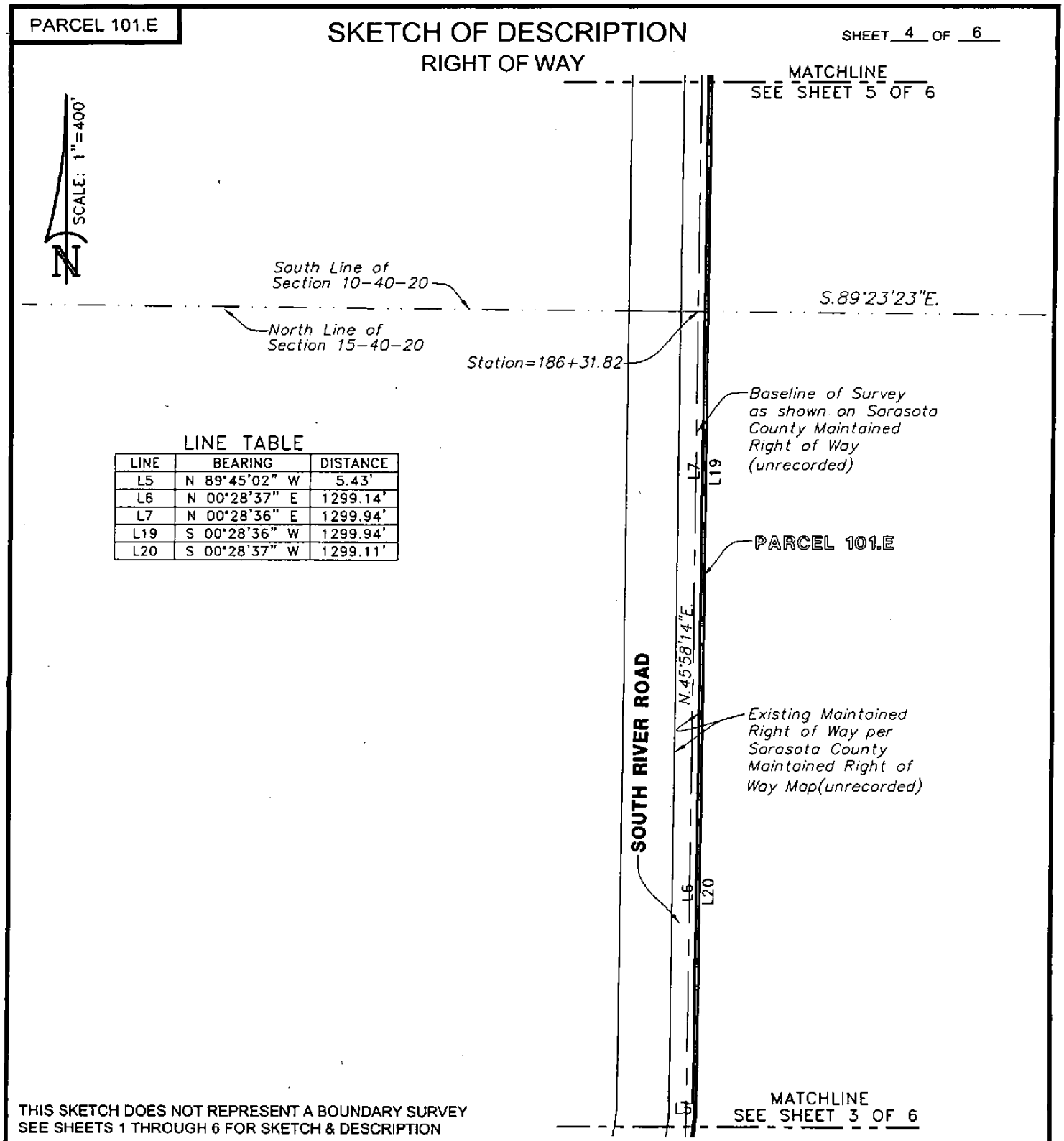
PARCEL 101.E

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 4 OF 6



LINE TABLE

LINE	BEARING	DISTANCE
L5	N 89°45'02" W	5.43'
L6	N 00°28'37" E	1299.14'
L7	N 00°28'36" E	1299.94'
L19	S 00°28'36" W	1299.94'
L20	S 00°28'37" W	1299.11'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.E)

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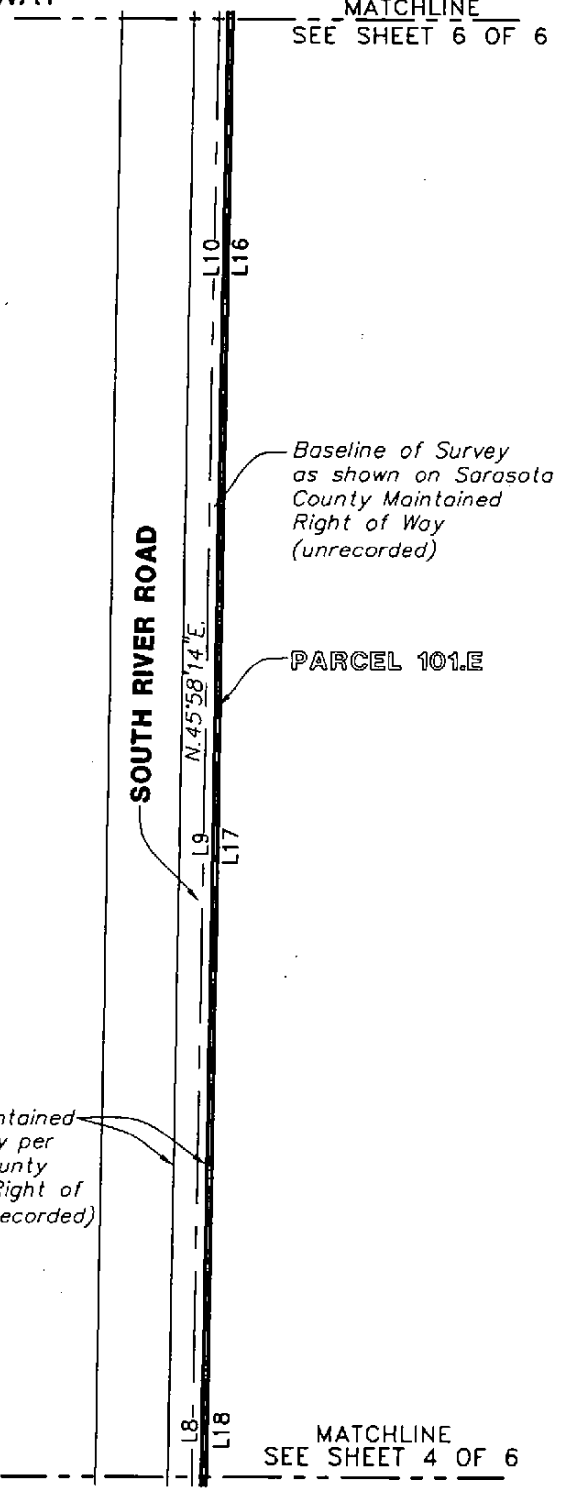
PARCEL 101.E

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 5 OF 6



LINE TABLE

LINE	BEARING	DISTANCE
L8	N 00°28'37" E	1299.99'
L9	N 00°28'20" E	1299.96'
L10	N 00°28'25" E	1299.82'
L16	S 00°28'25" W	1299.82'
L17	S 00°28'20" W	1299.96'
L18	S 00°28'37" W	1299.99'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.E)

BRITT SURVEYING, INC.
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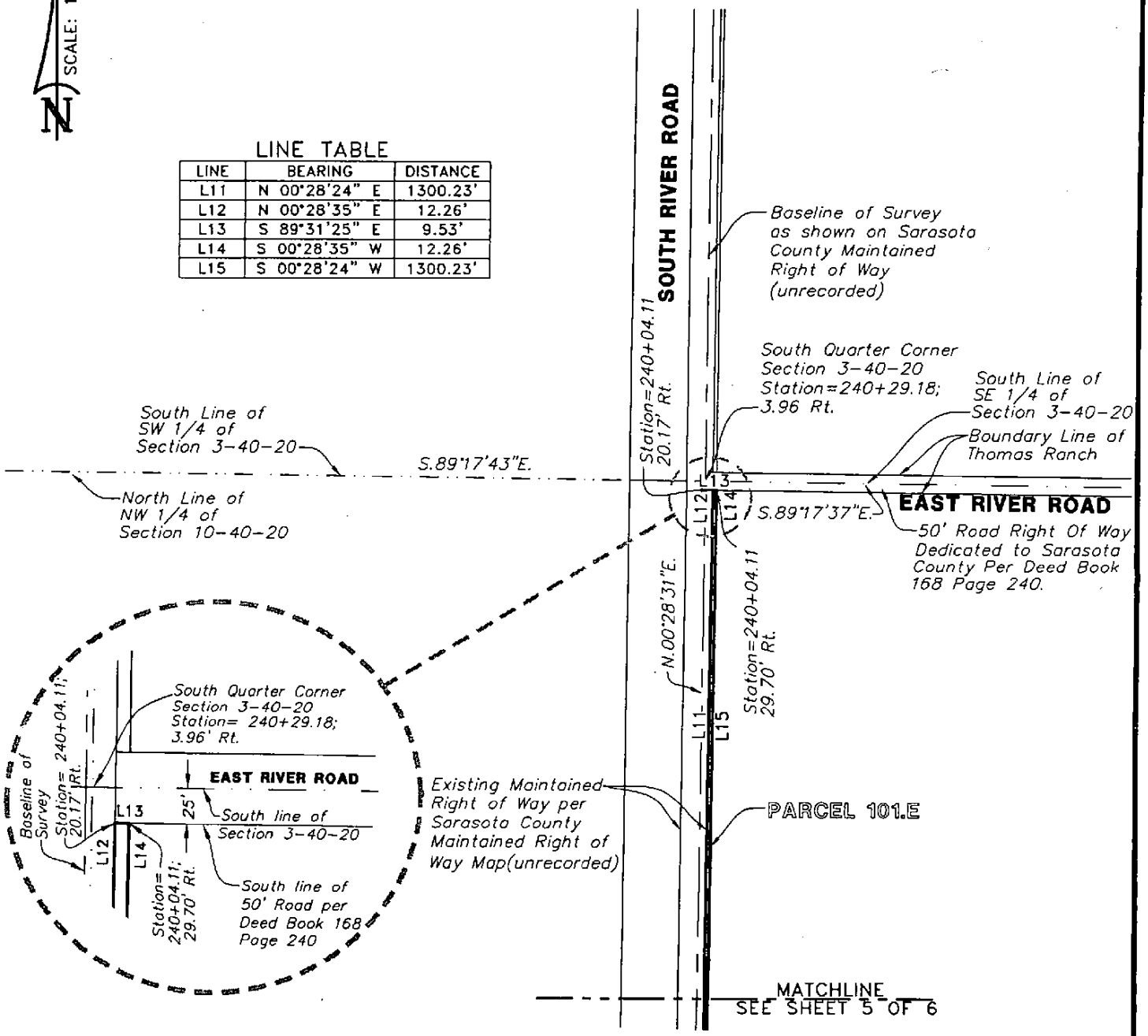
PARCEL 101.E

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 6 OF 6

LINE TABLE

LINE	BEARING	DISTANCE
L11	N 00°28'24" E	1300.23'
L12	N 00°28'35" E	12.26'
L13	S 89°31'25" E	9.53'
L14	S 00°28'35" W	12.26'
L15	S 00°28'24" W	1300.23'



THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 6 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.E)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.F

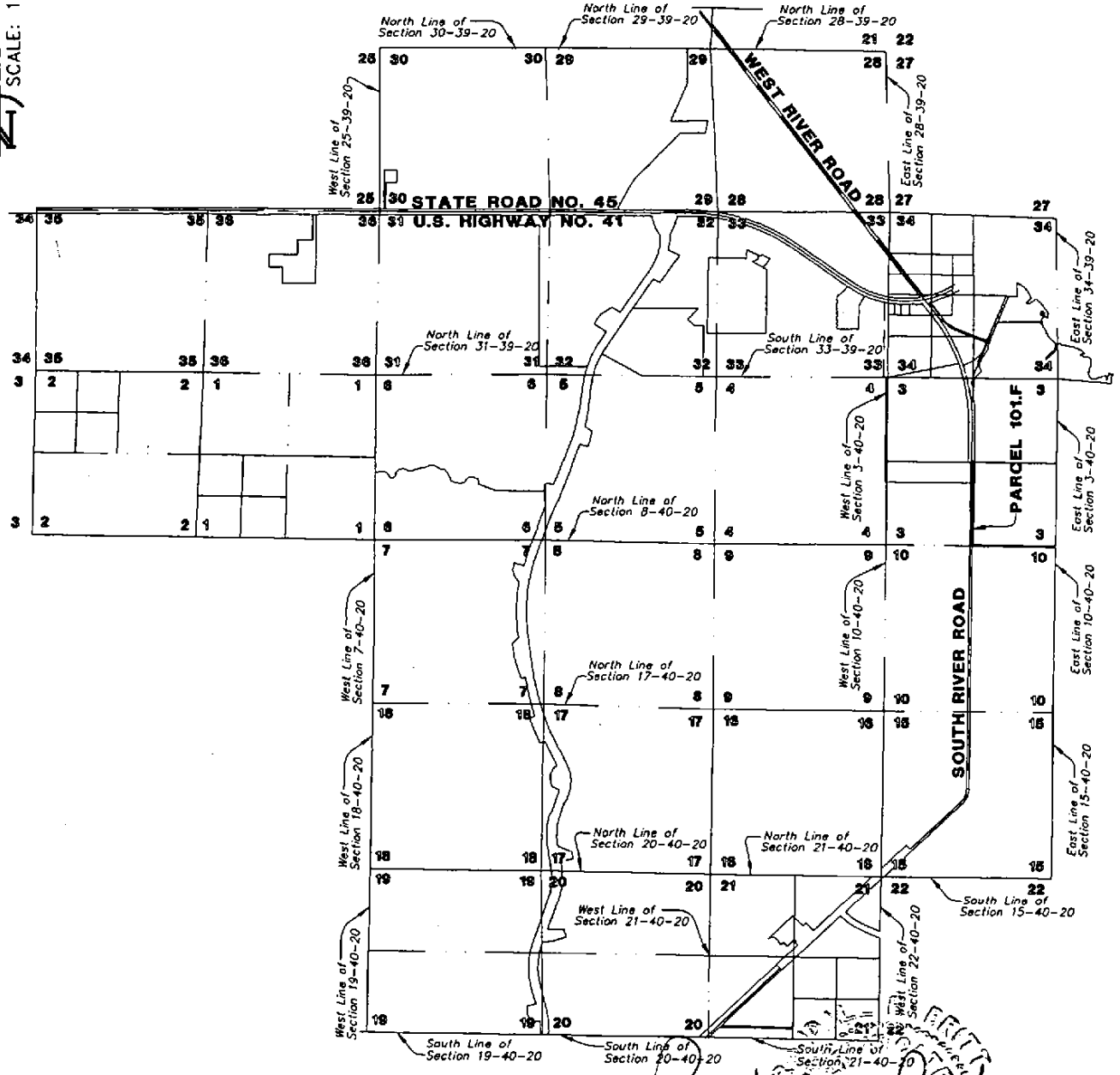
SKETCH OF DESCRIPTION

RIGHT OF WAY

LOCATION MAP

SHEET 1 OF 4

SCALE: 1"=5000'



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.F)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.F

SKETCH OF DESCRIPTION
RIGHT OF WAY

DESCRIPTION:

A Parcel of land in Section 3, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 3, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°17'43"E., along said South Line of the Southwest Quarter of said Section 3, a distance of 2641.58 feet to the South Quarter Corner of said Section 3; thence S.89°17'37"E, along the South Line of Southeast Quarter of said Section 3, a distance of 16.11 feet; thence N.00°42'23"E., perpendicular to said South Line of Southeast Quarter of said Section 3, a distance of 25.00 feet to the intersection of the easterly Maintained Right of Way Line of South River Road as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road and the North line of lands described in Deed Book 168, Page 240, Public Records of Sarasota County, Florida, for a POINT OF BEGINNING; thence along said Maintained Right of Way Line the following three (3) courses; (1)thence N.00°28'35"E., a distance of 1237.74 feet; (2) thence N.00°28'21"E., a distance of 1299.89 feet; (3) thence N.00°28'34"E., a distance of 131.36 feet to a point along the North Line of said Southeast Quarter of said Section 3; thence S.89°21'39"E., along said North Line of the Southeast Quarter of Section 3, a distance of 9.53 feet; thence S.00°28'34"W., a distance of 131.33 feet; thence S.00°28'21"W., a distance of 1299.89 feet; thence S.00°28'35"W., a distance of 1237.78 feet to said North line of lands described in Deed Book 168, Page 240; thence N.89°17'37"W., along said North line of lands described in Deed Book 168, Page 240, a distance of 9.53 feet to the POINT OF BEGINNING.

Parcel contains 25,445 Square Feet, or 0.5841 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

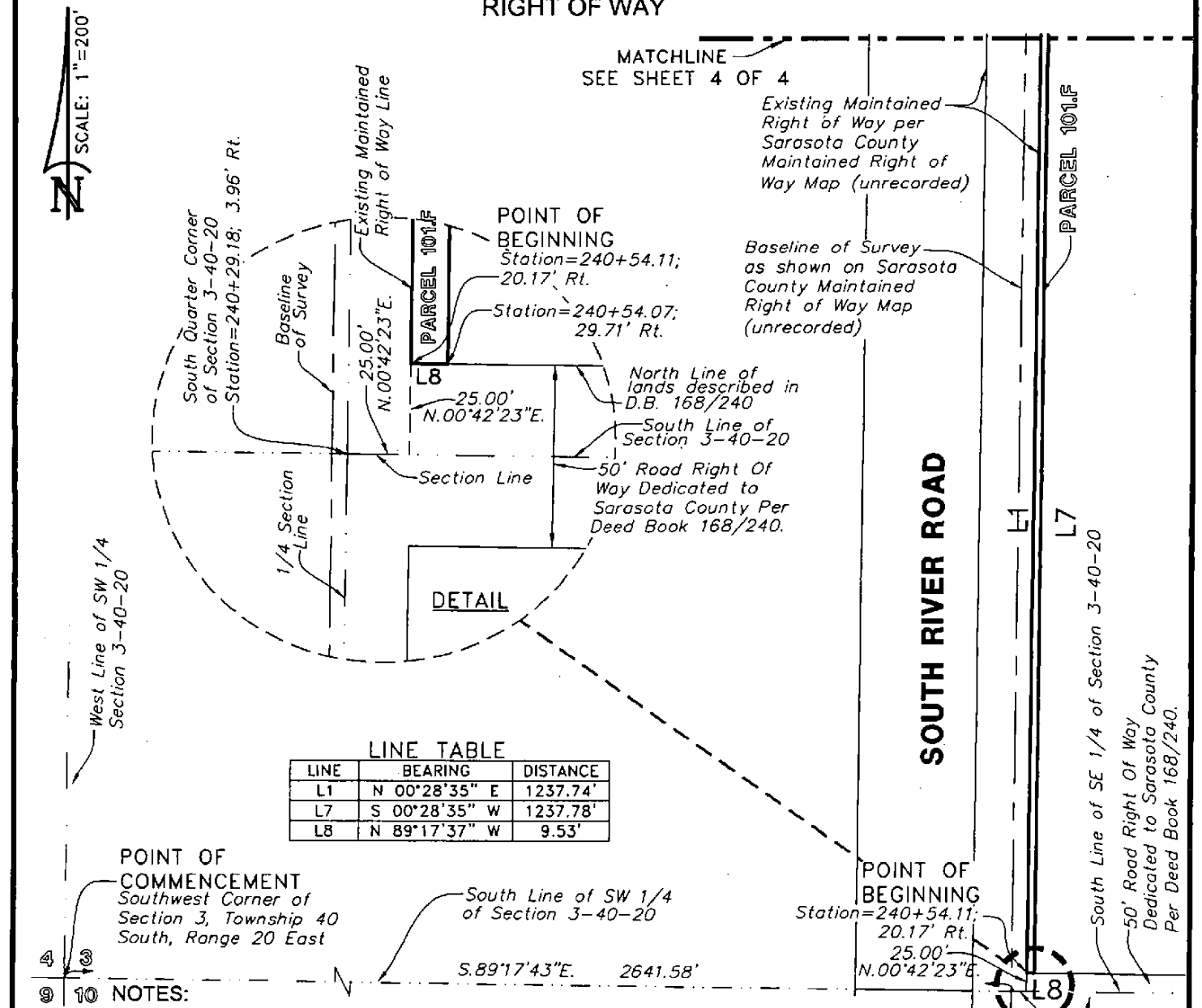
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.F)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 101.F

SKETCH OF DESCRIPTION
RIGHT OF WAY

SHEET 3 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°28'35" E	1237.74'
L7	S 00°28'35" W	1237.78'
L8	N 89°17'37" W	9.53'

NOTES:

1. This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.
2. See Boundary Survey prepared by Britt Surveying,Inc., dated September 12, 2002,Job Number 02-07-16.
3. This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.

SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION
THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(101.F)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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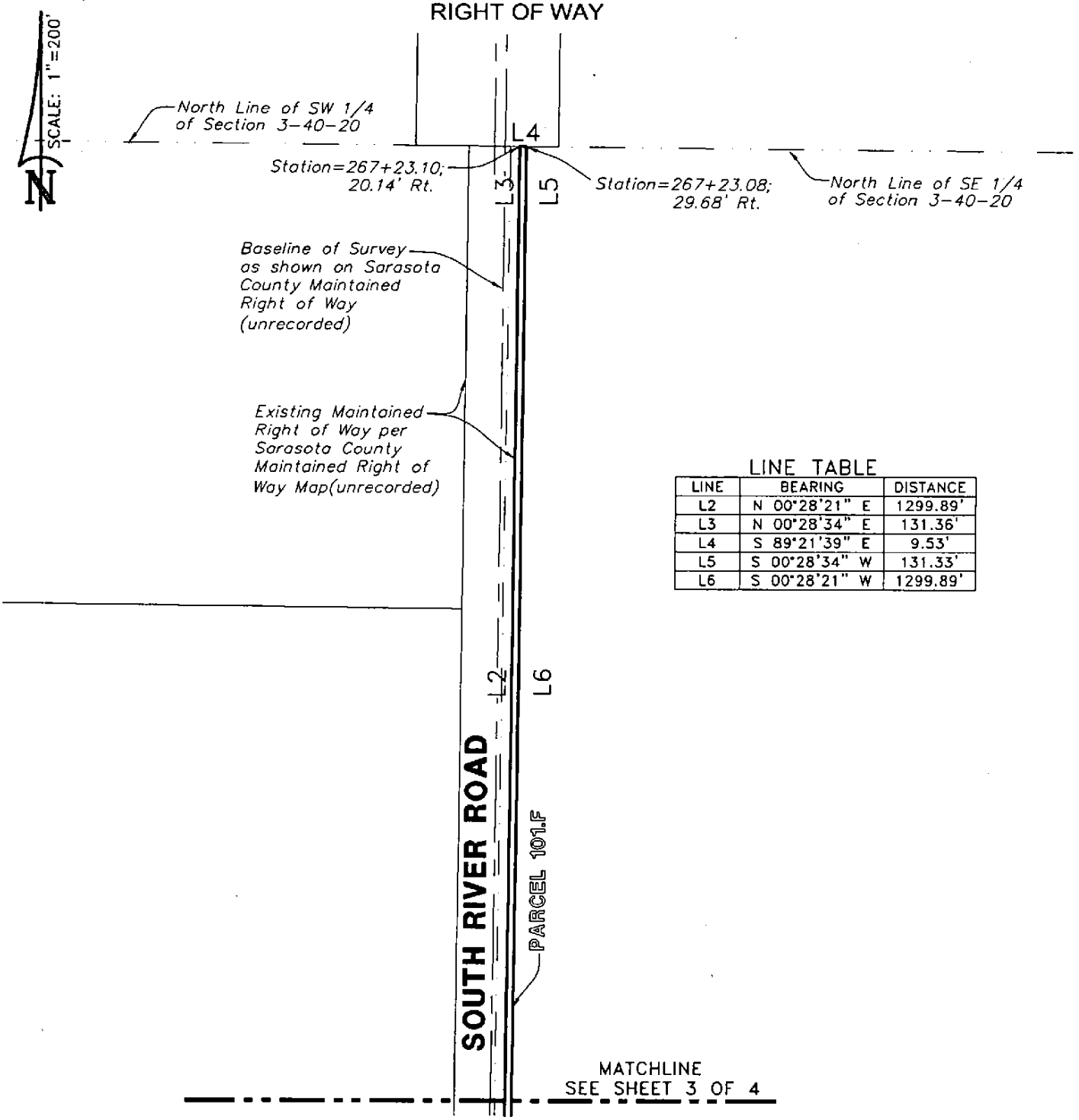
PARCEL 101.F

SKETCH OF DESCRIPTION

RIGHT OF WAY

SHEET 4 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L2	N 00°28'21" E	1299.89'
L3	N 00°28'34" E	131.36'
L4	S 89°21'39" E	9.53'
L5	S 00°28'34" W	131.33'
L6	S 00°28'21" W	1299.89'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(101.F)

BRITT SURVEYING, INC.
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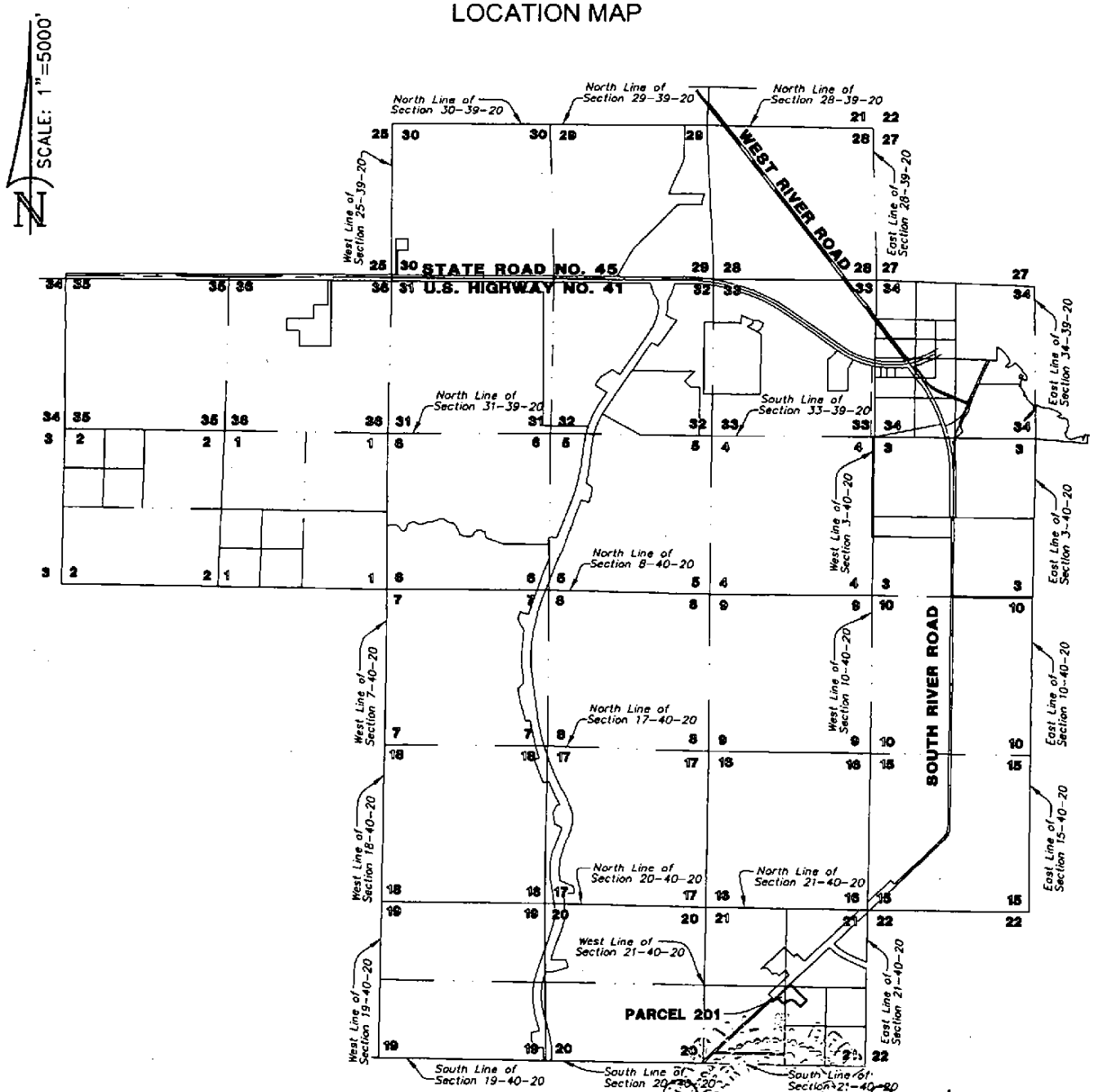
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 201

SKETCH OF DESCRIPTION

SHEET 1 OF 3

LOCATION MAP



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(201)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
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PARCEL 201

SKETCH OF DESCRIPTION

SHEET 2 OF 3

DESCRIPTION:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.88°46'17"E., along the South Line of the Southwest Quarter of said Section 21, a distance of 6.31 feet to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road; thence N.45°58'14"E., along said baseline of survey, a distance of 3267.20 feet; thence S.44°01'46"E., perpendicular to said baseline of survey, a distance of 41.51 feet to the POINT OF BEGINNING; thence N.45°56'43"E., a distance of 629.28 feet; thence S.43°52'22"E., a distance of 771.45 feet; thence S.46°20'52"W., a distance of 294.90 feet; thence N.43°25'39"W., a distance of 205.68 feet; to a point on a curve to the left having a radius of 225.00 feet, a central angle of 91°32'43", a chord bearing of N.89°12'00"W., and a chord length of 322.46 feet; thence along the arc of said curve an arc length of 359.50 feet; thence S.45°01'39"W., a distance of 58.25 feet; thence N.81°29'41"W., a distance of 77.89 feet; thence N.44°03'17"W., a distance of 275.37 feet to the POINT OF BEGINNING.

Parcel contains 348,478 Square Feet, or 8.0000 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

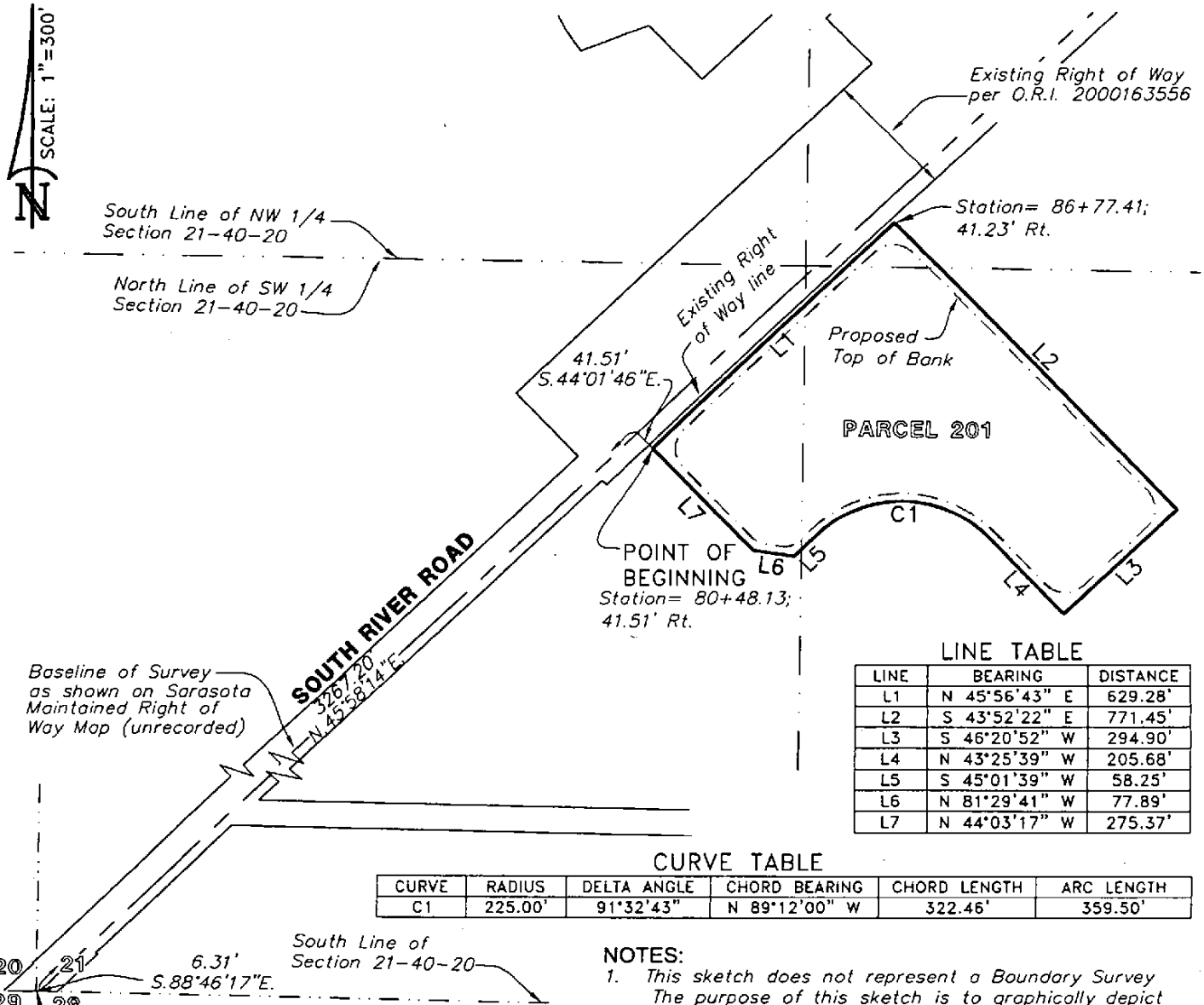
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(201)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 201

SKETCH OF DESCRIPTION

SHEET 3 OF 3



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°56'43" E	629.28'
L2	S 43°52'22" E	771.45'
L3	S 46°20'52" W	294.90'
L4	N 43°25'39" W	205.68'
L5	S 45°01'39" W	58.25'
L6	N 81°29'41" W	77.89'
L7	N 44°03'17" W	275.37'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	225.00'	91°32'43"	N 89°12'00" W	322.46'	359.50'

NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(201)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
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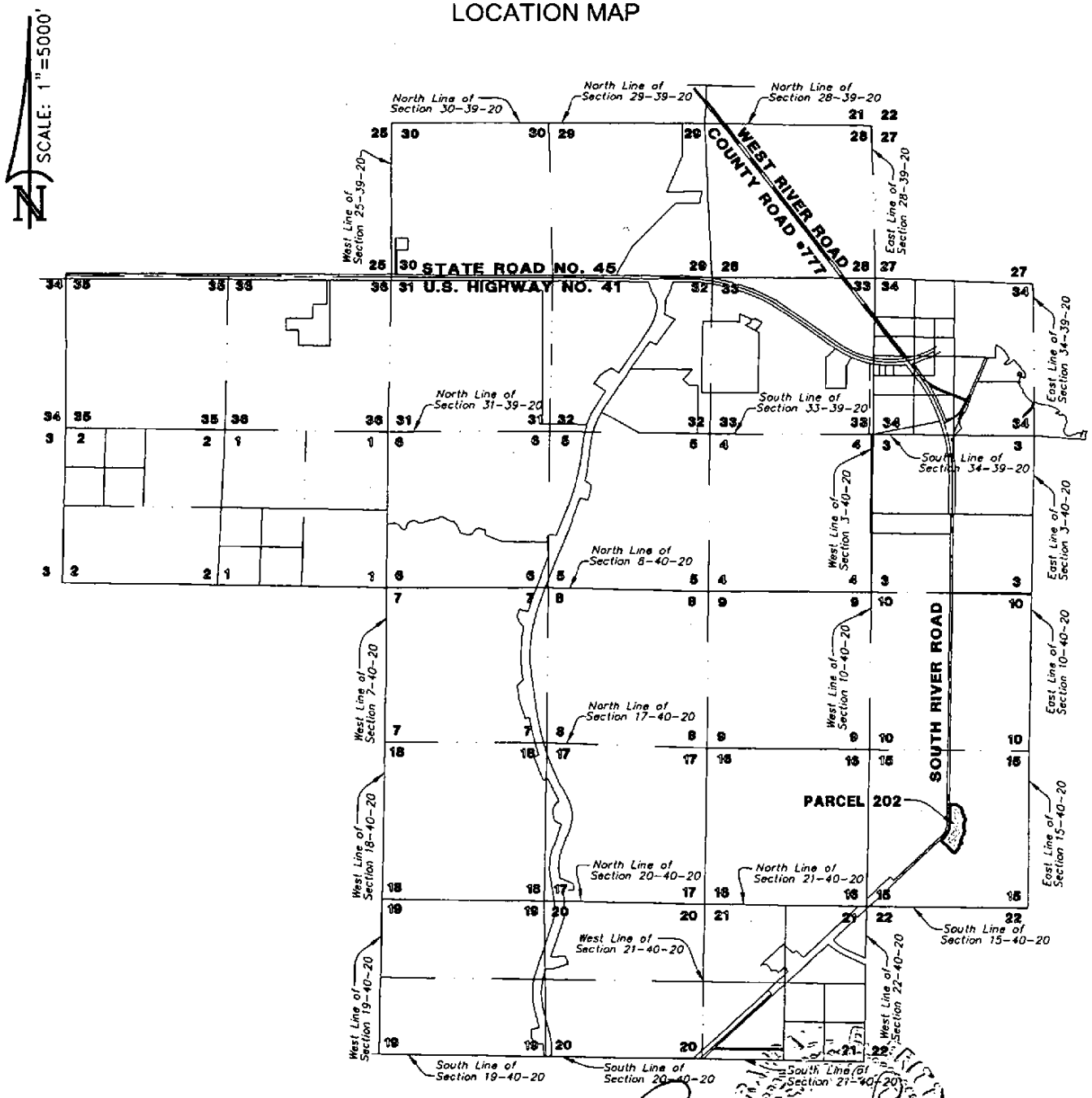
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 202

SKETCH OF DESCRIPTION

SHEET 1 OF 4

LOCATION MAP



Revised: Dec. 19, 2007

DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 19, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(202)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 202

SKETCH OF DESCRIPTION

DESCRIPTION:

A Parcel of land in Section 15, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest Corner of Section 15, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°21'19"E., along the South Line of said Section 15, a distance of 49.10 feet to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way map for River Road; thence N.45°58'14"E., along said baseline of survey, a distance of 3284.46 feet; thence S.44°01'46"E., perpendicular to said baseline of survey, a distance of 39.75 feet to the POINT OF BEGINNING; thence N.45°58'39"E., a distance of 102.13 feet to a point on a curve to the left having a radius of 706.58 feet, a central angle of 45°29'01", a chord bearing of N.23°13'07"E., and a chord length of 546.30 feet; thence along the arc of said curve an arc length of 560.91 feet; thence N.00°28'37"E., a distance of 615.74 feet; thence S.89°31'23"E., a distance of 178.13 feet; thence S.60°22'18"E., a distance of 188.25 feet; thence S.32°42'31"E., a distance of 144.47 feet to a point on a curve to the left having a radius of 150.00 feet, a central angle of 65°32'10", a chord bearing of S.12°01'25"E., and a chord length of 162.37 feet; thence along the arc of said curve an arc length of 171.57 feet to a point on a curve to the right having a radius of 50.00 feet, a central angle of 48°24'34", a chord bearing of S.20°35'14"E., and a chord length of 41.00 feet; thence along the arc of said curve an arc length of 42.25 feet to a point on a curve to the left having a radius of 55.00 feet, a central angle of 53°04'13", a chord bearing of S.22°55'03"E., and a chord length of 49.14 feet; thence along the arc of said curve an arc length of 50.94 feet to a point on a curve to the right having a radius of 50.00 feet, a central angle of 69°28'55", a chord bearing of S.14°42'42"E., and a chord length of 56.99 feet; thence along the arc of said curve an arc length of 60.63 feet; thence S.20°01'46"W., a distance of 165.04 feet; thence S.09°45'21"E., a distance of 198.48 feet; thence S.10°32'59"W., a distance of 77.82 feet; thence S.24°01'29"W., a distance of 246.18 feet; thence S.16°16'56"W., a distance of 52.07 feet; thence S.35°57'16"E., a distance of 117.85 feet; thence S.87°27'37"W., a distance of 86.98 feet; thence S.45°58'19"W., a distance of 25.22 feet; thence S.05°31'58"W., a distance of 149.54 feet; thence S.45°58'39"W., a distance of 223.39 feet; thence N.44°01'21"W., a distance of 622.74 feet to the POINT OF BEGINNING.

Parcel contains 729,519 Square Feet, or 16.7475 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

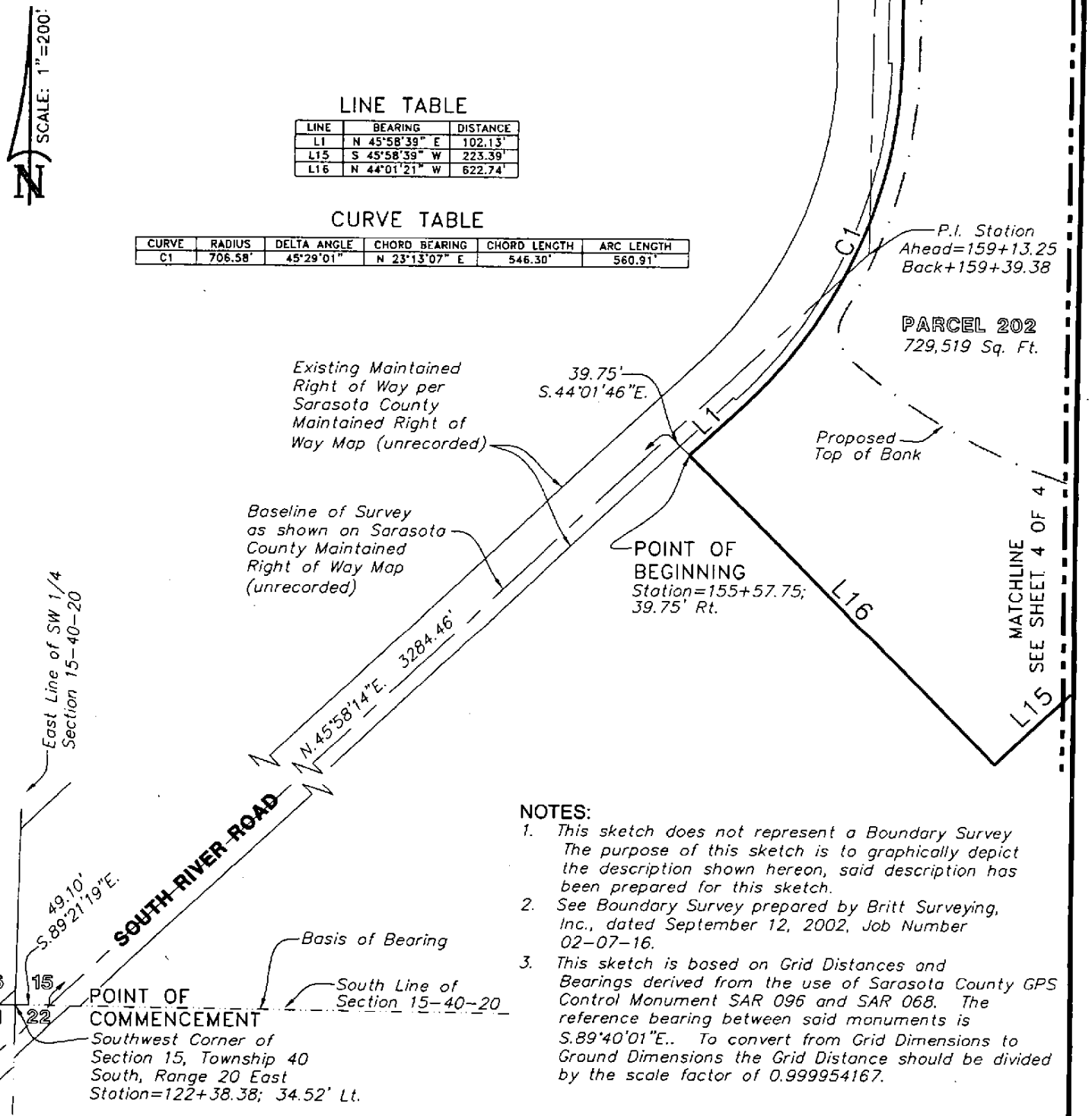
Revised: Dec. 19, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(202)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 202

SKETCH OF DESCRIPTION

SHEET 3 OF 4



NOTES:

1. *This sketch does not represent a Boundary Survey The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

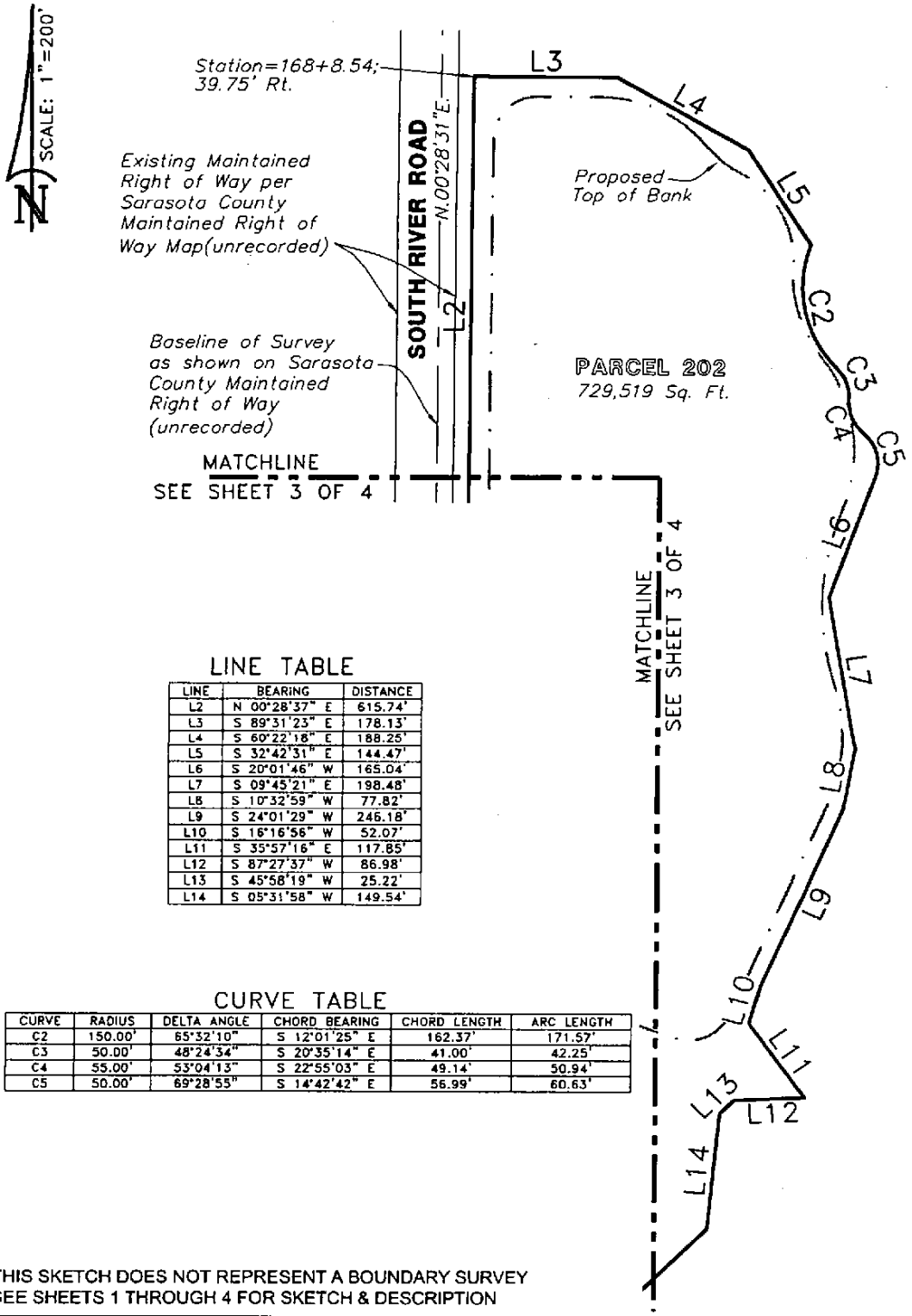
Revised: Dec. 19, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(202)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 202

SKETCH OF DESCRIPTION

SHEET 4 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L2	N 00°28'37" E	615.74'
L3	S 89°31'23" E	178.13'
L4	S 60°22'18" E	188.25'
L5	S 32°42'31" E	144.47'
L6	S 20°01'46" W	165.04'
L7	S 09°45'21" E	198.48'
L8	S 10°32'59" W	77.82'
L9	S 24°01'29" W	246.18'
L10	S 16°16'56" W	52.07'
L11	S 35°57'16" E	117.85'
L12	S 87°27'37" W	86.98'
L13	S 45°58'19" W	25.22'
L14	S 05°31'58" W	149.54'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C2	150.00'	65°32'10"	S 12°01'25" E	162.37'	171.57'
C3	50.00'	48°24'34"	S 20°35'14" E	41.00'	42.25'
C4	55.00'	53°04'13"	S 22°55'03" E	49.14'	50.94'
C5	50.00'	69°28'55"	S 14°42'42" E	56.99'	60.63'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 19, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(202)

BRITT SURVEYING, INC.
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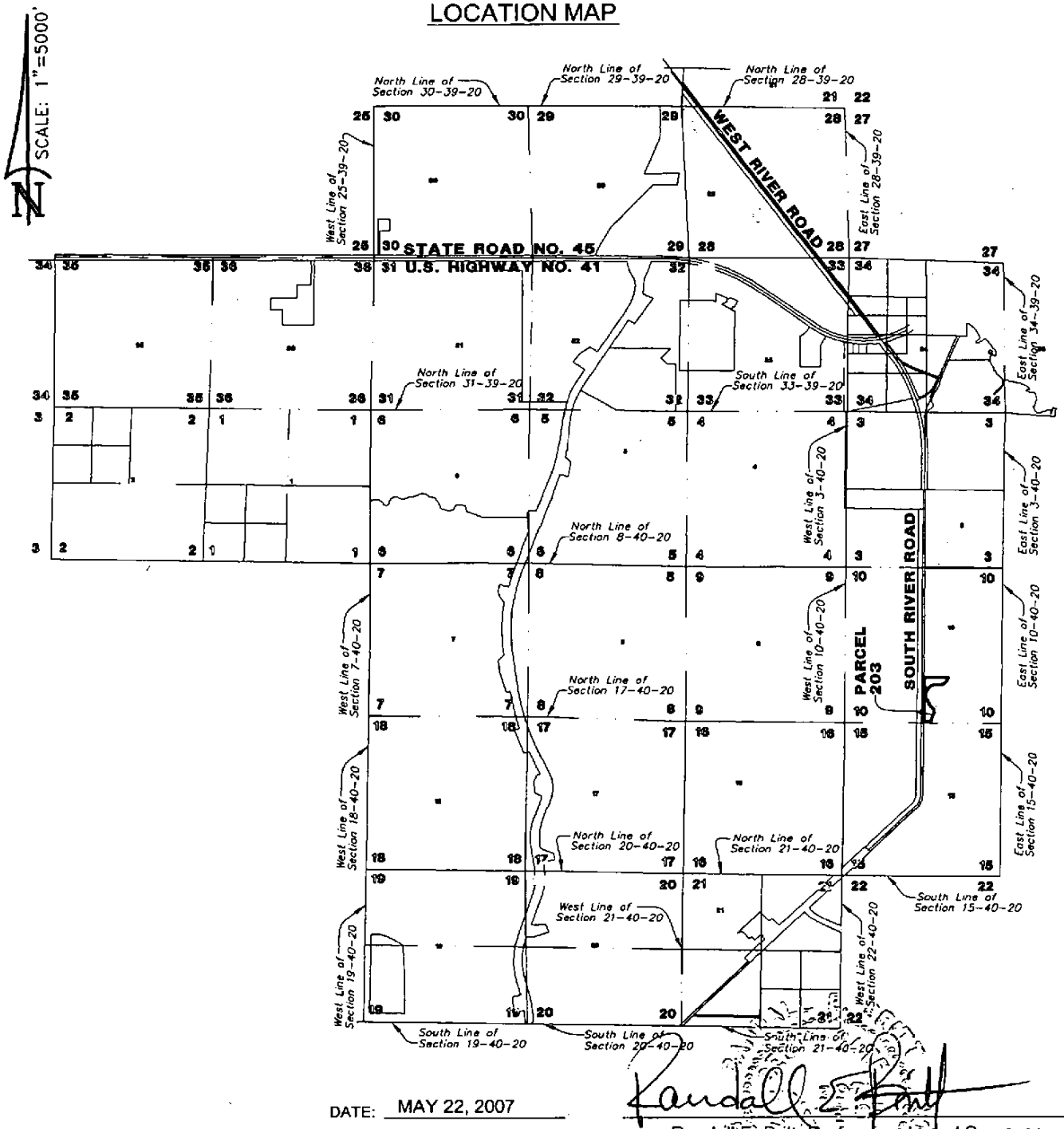
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 203

SKETCH OF DESCRIPTION

SHEET 1 OF 3

LOCATION MAP



DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 15, 2007
JOB NUMBER: 07-05-25 A (203)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
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Email: bsi@brittsurveying.com

PARCEL 203

SKETCH OF DESCRIPTION

SHEET 2 OF 3

DESCRIPTION:

A Parcel of land in Section 10, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°23'23"E., along said South Line of said Section 10, a distance of 2639.04 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way Map for River Road; thence N.00°28'31"E., along said baseline of survey, a distance of 59.71 feet; thence S.89°31'29"E. perpendicular to said baseline of survey, a distance of 39.80 feet to the POINT OF BEGINNING; thence N.00°28'37"E., a distance of 1400.31 feet; thence N.00°28'20"E., a distance of 131.20 feet; thence S.89°31'40"E., a distance of 811.89 feet to a point on a curve to the right having a radius of 350.00 feet, a central angle of 85°19'12", a chord bearing of S.56°45'18"W., and a chord length of 474.35 feet; thence along the arc of said curve an arc length of 521.19 feet to a point on a curve to the left having a radius of 300.00 feet, a central angle of 71°21'53", a chord bearing of S.63°43'58"W., and a chord length of 349.97 feet; thence along the arc of said curve an arc length of 373.66 feet; thence S.28°03'01"W., a distance of 89.59 feet to a point on a curve to the left having a radius of 165.00 feet, a central angle of 26°55'53", a chord bearing of S.14°35'05"W., and a chord length of 76.85 feet; thence along the arc of said curve an arc length of 77.56 feet; thence S.01°07'08"W., a distance of 77.18 feet to a point on a curve to the left having a radius of 135.00 feet, a central angle of 27°53'45", a chord bearing of S.12°49'44"E., and a chord length of 65.08 feet; thence along the arc of said curve an arc length of 65.73 feet; thence S.26°46'37"E., a distance of 328.35 feet; thence S.46°34'14"E., a distance of 134.78 feet; thence S.21°04'38"E., a distance of 41.98 feet; thence S.02°21'49"E., a distance of 86.84 feet; thence S.10°52'50"W., a distance of 29.05 feet to a point on a curve to the left having a radius of 242.84 feet, a central angle of 20°08'16", a chord bearing of S.23°13'02"W., and a chord length of 84.91 feet; thence along the arc of said curve an arc length of 85.35 feet; thence S.27°36'03"W., a distance of 95.52 feet; thence S.05°33'12"W., a distance of 115.34 feet; thence N.89°31'23"W., a distance of 235.63 feet to the POINT OF BEGINNING.

Parcel contains 423,411 Square Feet, or 9.7202 Acres more or less.

NOTES:

1. *This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

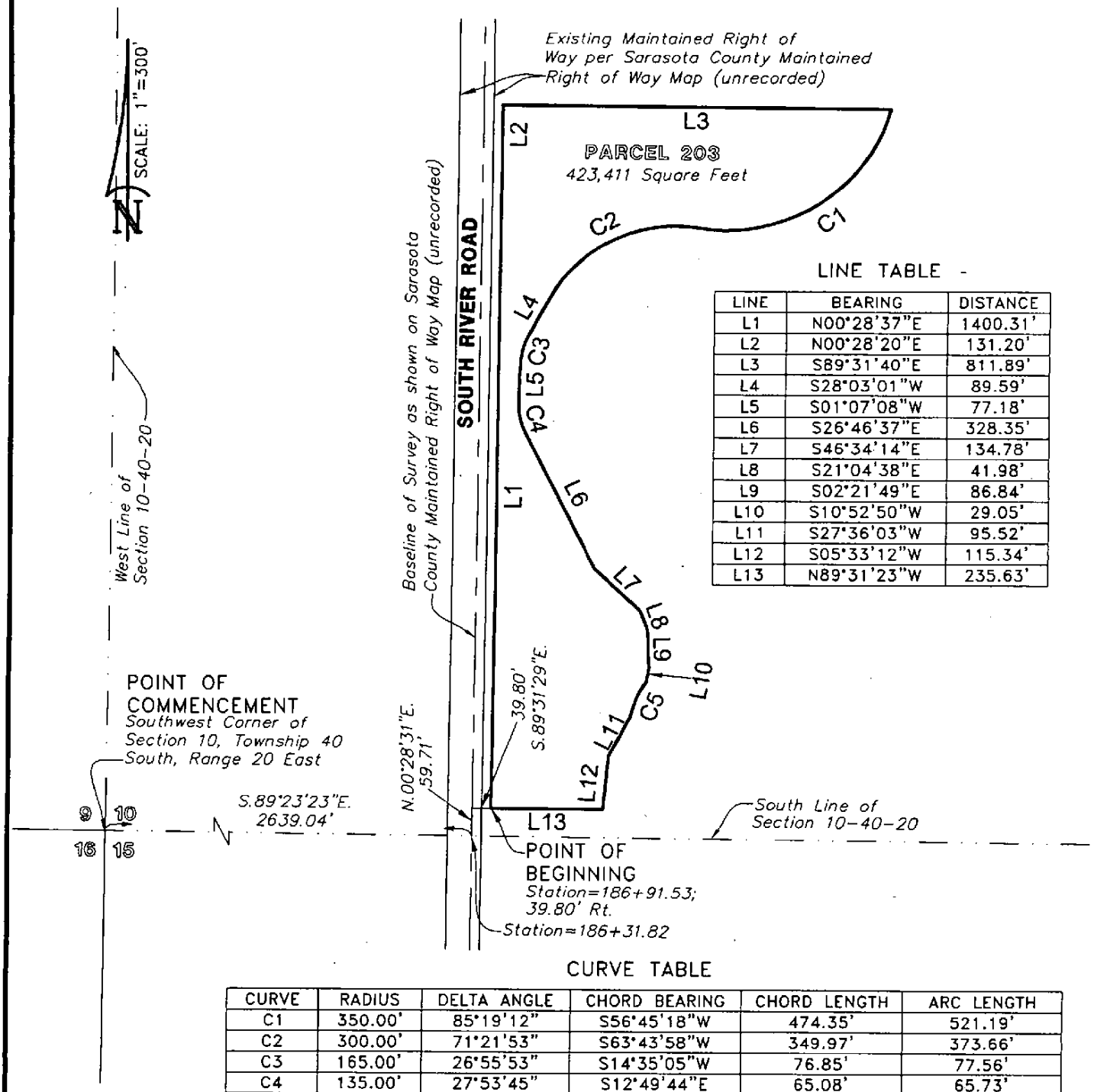
DATE: OCTOBER 15, 2007
JOB NUMBER: 07-05-25 A (203)

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 203

SKETCH OF DESCRIPTION

SHEET 3 OF 3



LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°28'37"E	1400.31'
L2	N00°28'20"E	131.20'
L3	S89°31'40"E	811.89'
L4	S28°03'01"W	89.59'
L5	S01°07'08"W	77.18'
L6	S26°46'37"E	328.35'
L7	S46°34'14"E	134.78'
L8	S21°04'38"E	41.98'
L9	S02°21'49"E	86.84'
L10	S10°52'50"W	29.05'
L11	S27°36'03"W	95.52'
L12	S05°33'12"W	115.34'
L13	N89°31'23"W	235.63'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	350.00'	85°19'12"	S56°45'18"W	474.35'	521.19'
C2	300.00'	71°21'53"	S63°43'58"W	349.97'	373.66'
C3	165.00'	26°55'53"	S14°35'05"W	76.85'	77.56'
C4	135.00'	27°53'45"	S12°49'44"E	65.08'	65.73'
C5	242.84'	20°08'16"	S23°13'02"W	84.91'	85.35'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: OCTOBER 15, 2007

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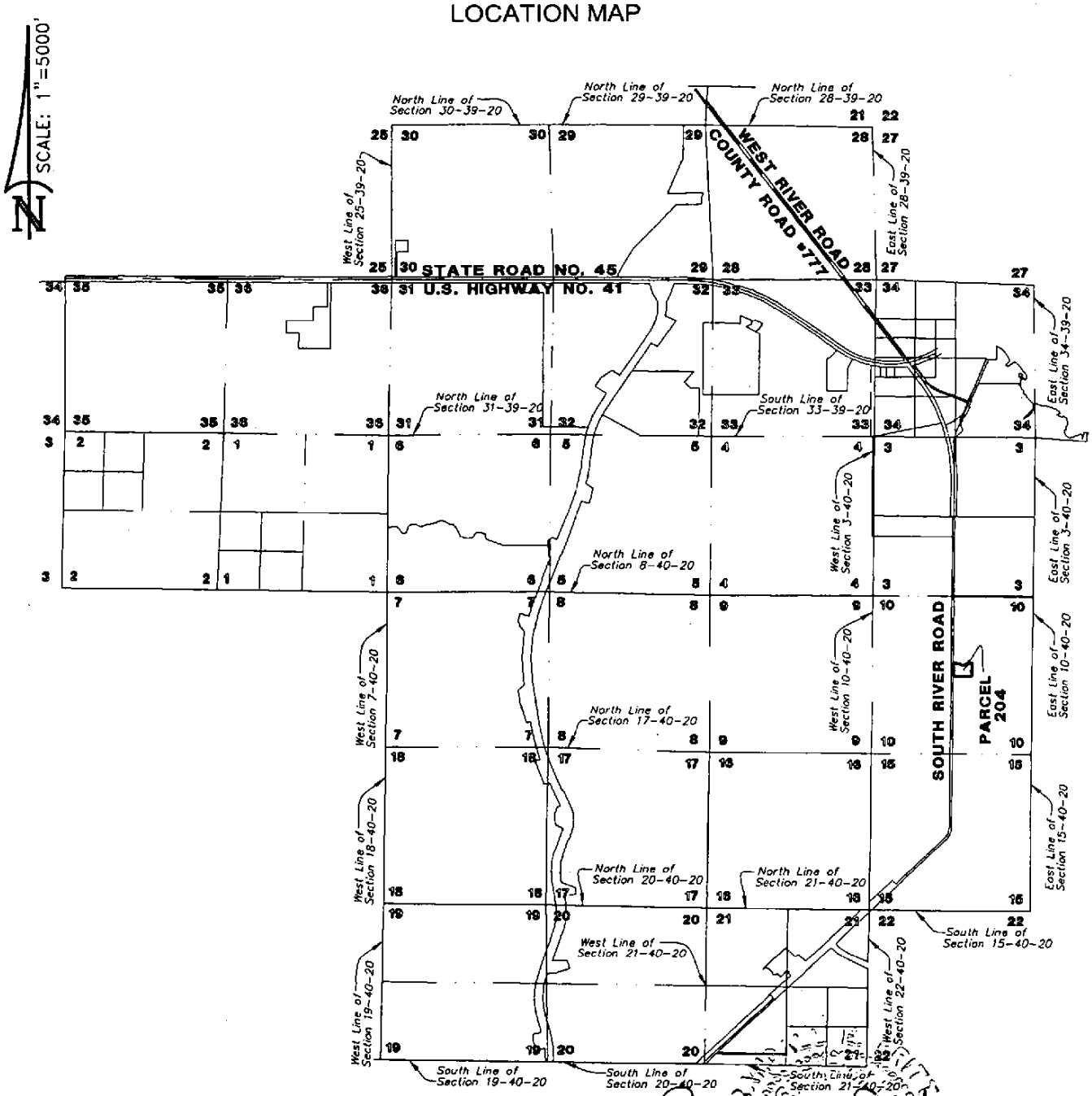
PARCEL 204

SKETCH OF DESCRIPTION

SHEET 1 OF 3

LOCATION MAP



Revision: Dec. 19, 2007
DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19, 2007
DATE: MAY 22, 2007
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PARCEL 204

SKETCH OF DESCRIPTION

SHEET 2 OF 3

DESCRIPTION:

A Parcel of land in Section 10, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°23'23"E., along said South Line of said Section 10, a distance of 2639.04 feet to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way map for River Road; thence N.00°28'31"E., along said baseline of survey, a distance of 2691.89 feet; thence S.89°31'29"E., perpendicular to said baseline of survey, a distance of 39.78 feet to the POINT OF BEGINNING; thence N.00°28'25"E., a distance of 442.97 feet; thence S.89°31'35"E., a distance of 92.84 feet; thence S.66°54'10"E., a distance of 91.90 feet to a point on a curve to the left having a radius of 315.00 feet, a central angle of 48°07'00", a chord bearing of N.89°02'19"E., and a chord length of 256.83 feet; thence along the arc of said curve an arc length of 264.54 feet; thence N.64°58'49"E., a distance of 67.19 feet; thence S.89°31'35"E., a distance of 99.03 feet; thence S.00°28'25"W., a distance of 442.96 feet; thence N.89°31'40"W., a distance of 594.09 feet to the POINT OF BEGINNING.

Parcel contains 247,808 Square Feet, or 5.6889 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(204)

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PARCEL 204

SKETCH OF DESCRIPTION

SHEET 3 OF 3

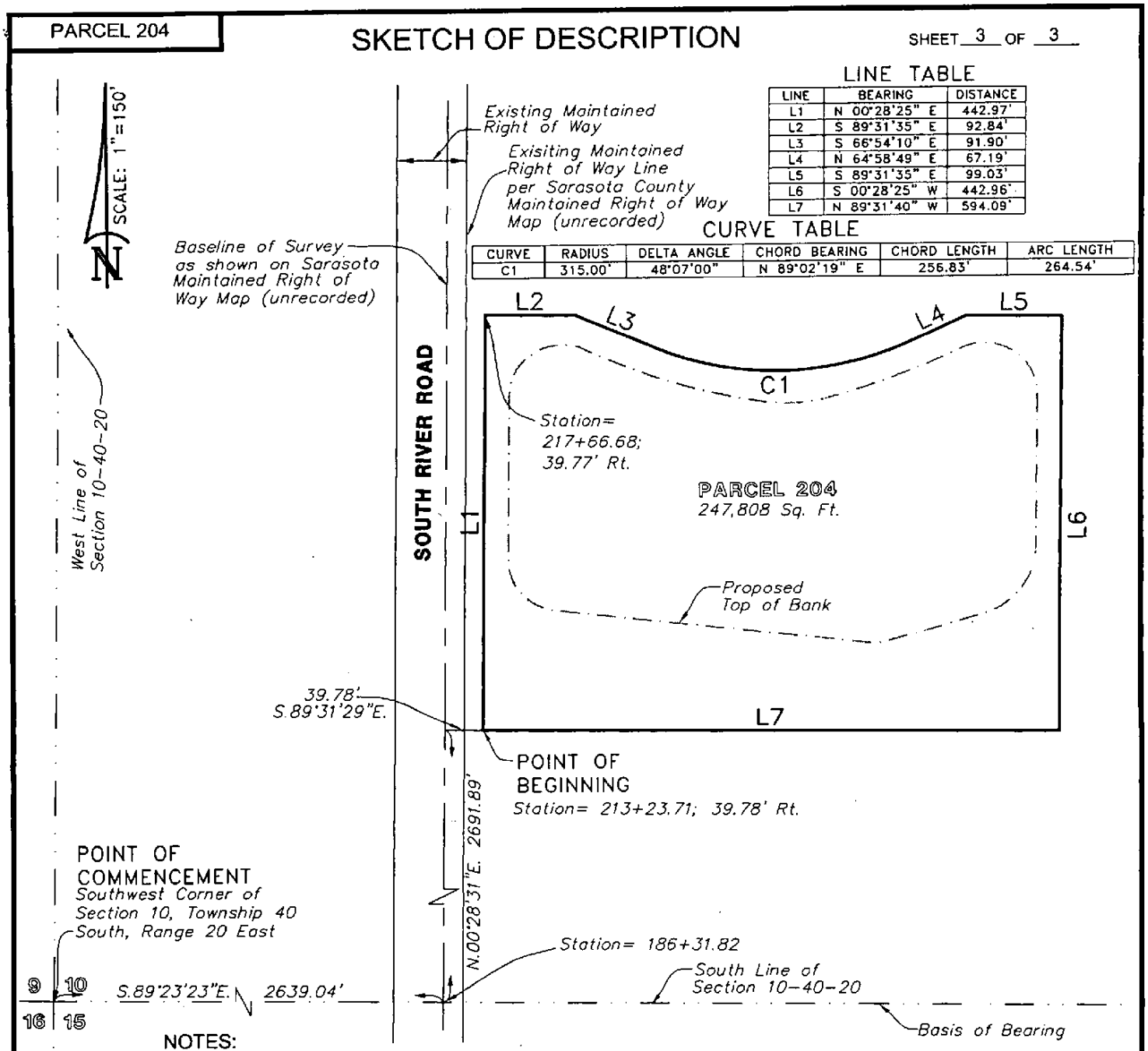
SCALE: 1"=150'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°28'25" E	442.97'
L2	S 89°31'35" E	92.84'
L3	S 66°54'10" E	91.90'
L4	N 64°58'49" E	67.19'
L5	S 89°31'35" E	99.03'
L6	S 00°28'25" W	442.96'
L7	N 89°31'40" W	594.09'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	315.00'	48°07'00"	N 89°02'19" E	256.83'	264.54'



NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.
2. See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.
3. This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(204)

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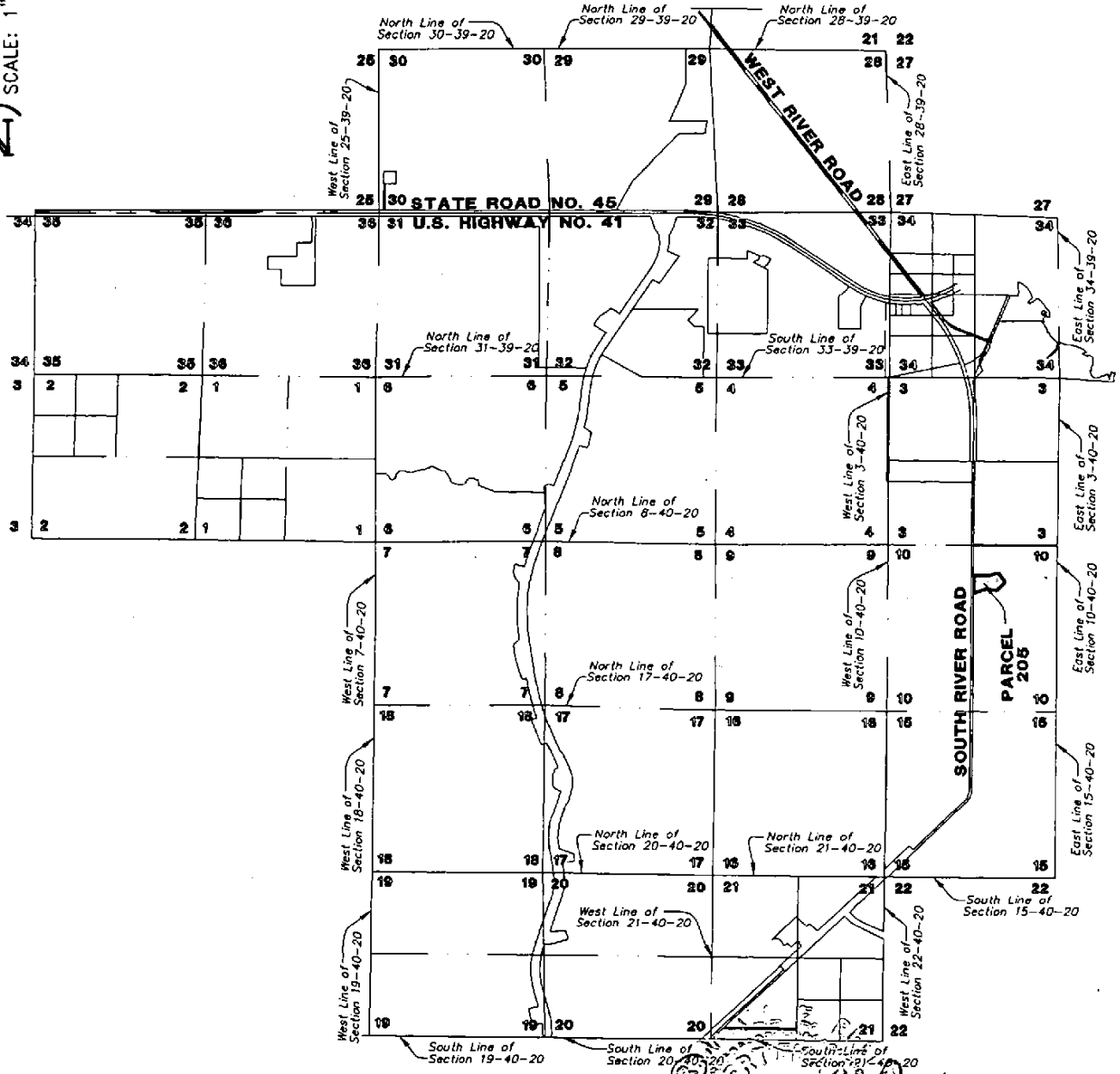
PARCEL 205

SKETCH OF DESCRIPTION

SHEET 1 OF 4

LOCATION MAP

SCALE: 1"=5000'



Revision: Dec. 19,2007

DATE: MAY 22, 2007

Randall E. Britt, Professional Land Surveyor

Florida Certification Number 3979

Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

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SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:

COUNTY OF SARASOTA

FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19,2007

DATE: MAY 22, 2007

JOB NUMBER: 07-05-25(205)

BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS

CERTIFICATE OF AUTHORIZATION NO. L.B. 6638

606 Cypress Avenue Venice Florida 34285

Telephone: (941) 493-1396 Fax: (941) 484-5766

Email: bsi@brittsurveying.com

PARCEL 205

SKETCH OF DESCRIPTION

SHEET 2 OF 4

DESCRIPTION:

A Parcel of land in Section 10, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.89°23'23"E., along said South Line of said Section 10, a distance of 2639.04 feet to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right of Way map for River Road; thence N.00°28'31"E., along said baseline of survey, a distance of 3849.97 feet; thence S.89°31'29"E., perpendicular to said baseline of survey, a distance of 39.75 feet to the POINT OF BEGINNING; thence N.00°28'25"E., a distance of 573.66 feet; thence S.89°31'36"E., a distance of 461.57 feet; thence N.76°35'59"E., a distance of 306.48 feet; thence S.37°45'05"E., a distance of 315.52 feet; thence S.00°00'00"W., a distance of 53.94 feet; thence S.44°11'49"W., a distance of 348.58 feet; thence N.79°31'38"W., a distance of 312.11 feet; thence S.70°30'51"W., a distance of 432.46 feet to the POINT OF BEGINNING.

Parcel contains 428,811 Square Feet, or 9.8441 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19,2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(205)

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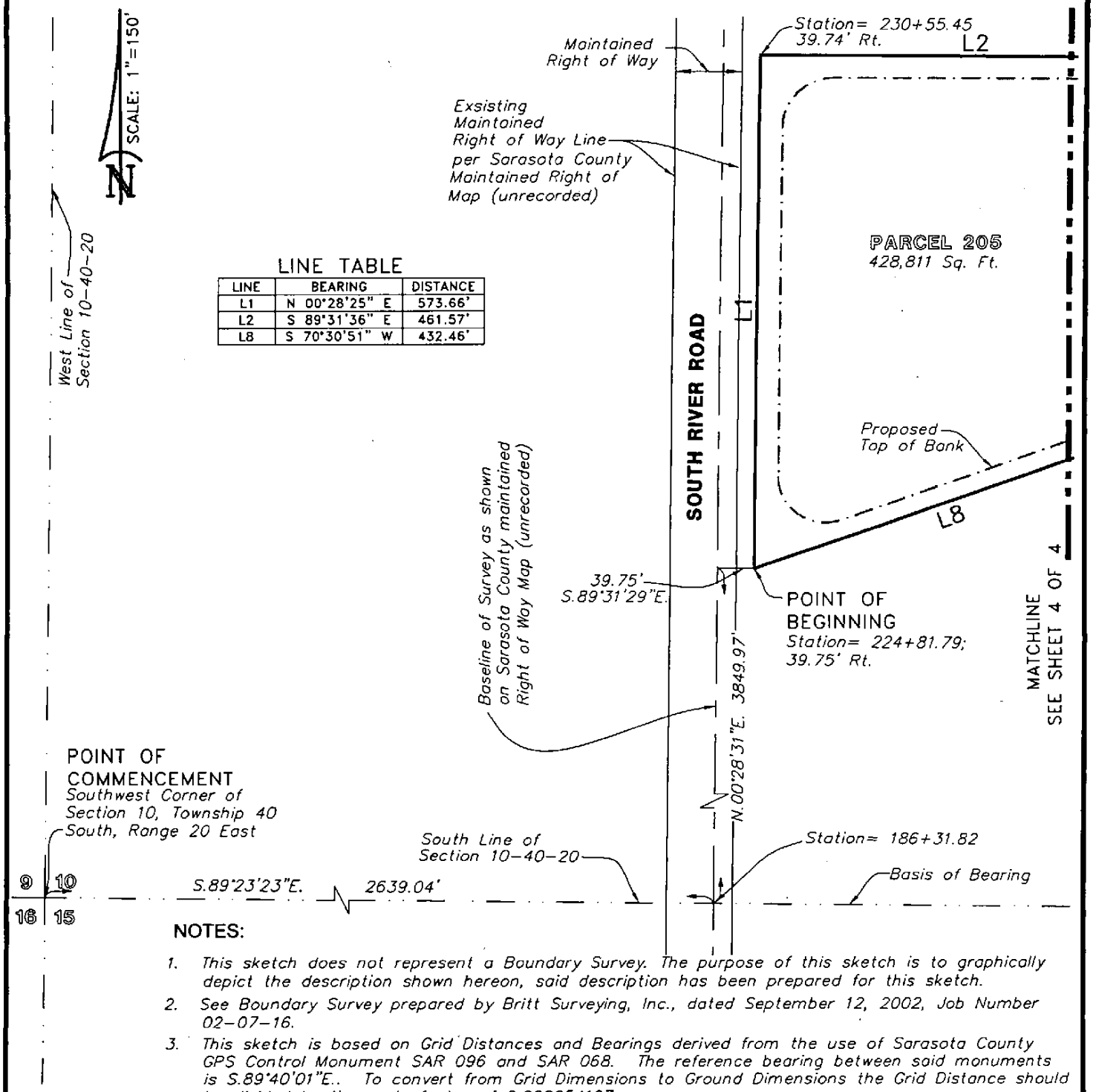
PARCEL 205

SKETCH OF DESCRIPTION

SHEET 3 OF 4



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°28'25" E	573.66'
L2	S 89°31'36" E	461.57'
L8	S 70°30'51" W	432.46'

NOTES:

1. *This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.*
2. *See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.*
3. *This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.*

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19,2007
DATE: MAY 22, 2007
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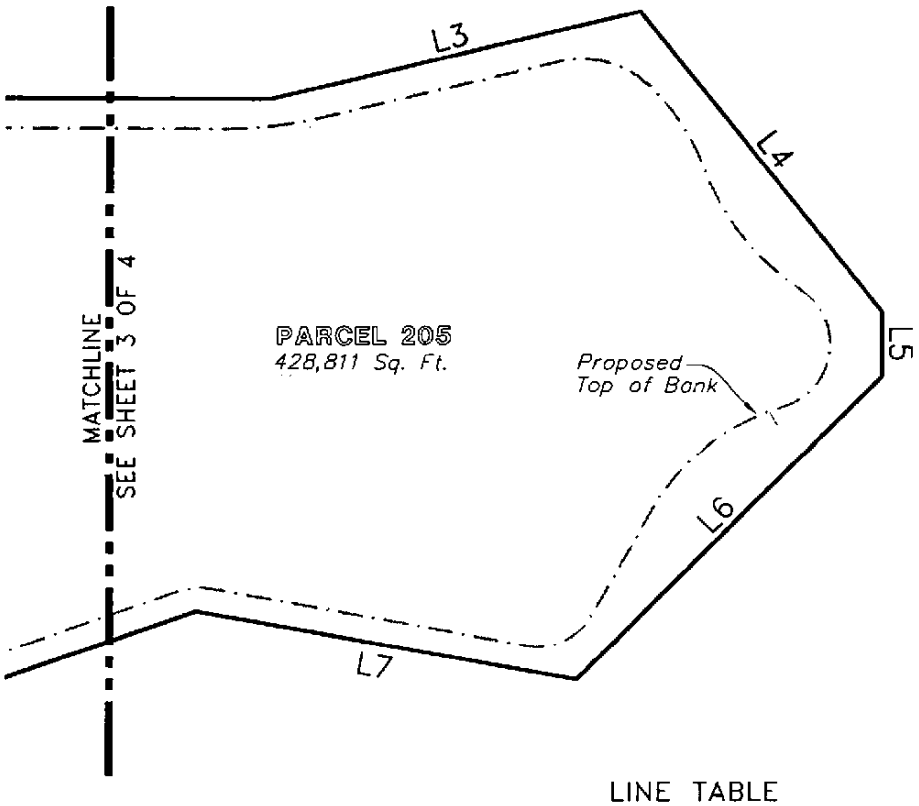
PARCEL 205

SKETCH OF DESCRIPTION

SHEET 4 OF 4

SCALE: 1"=150'



LINE TABLE

LINE	BEARING	DISTANCE
L3	N 76°35'59" E	306.48'
L4	S 37°45'05" E	315.52'
L5	S 00°00'00" W	53.94'
L6	S 44°11'49" W	348.58'
L7	N 79°31'38" W	312.11'

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 4 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revision: Dec. 19,2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(205)

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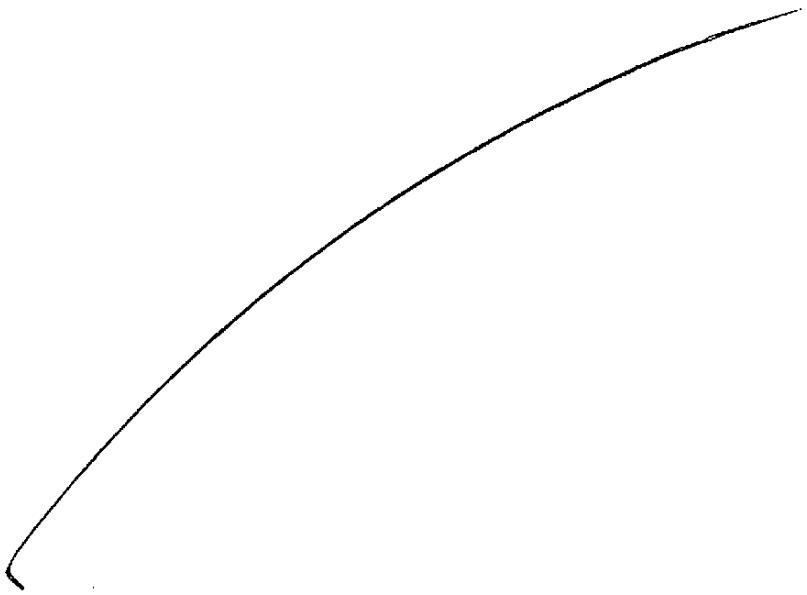


EXHIBIT "A"

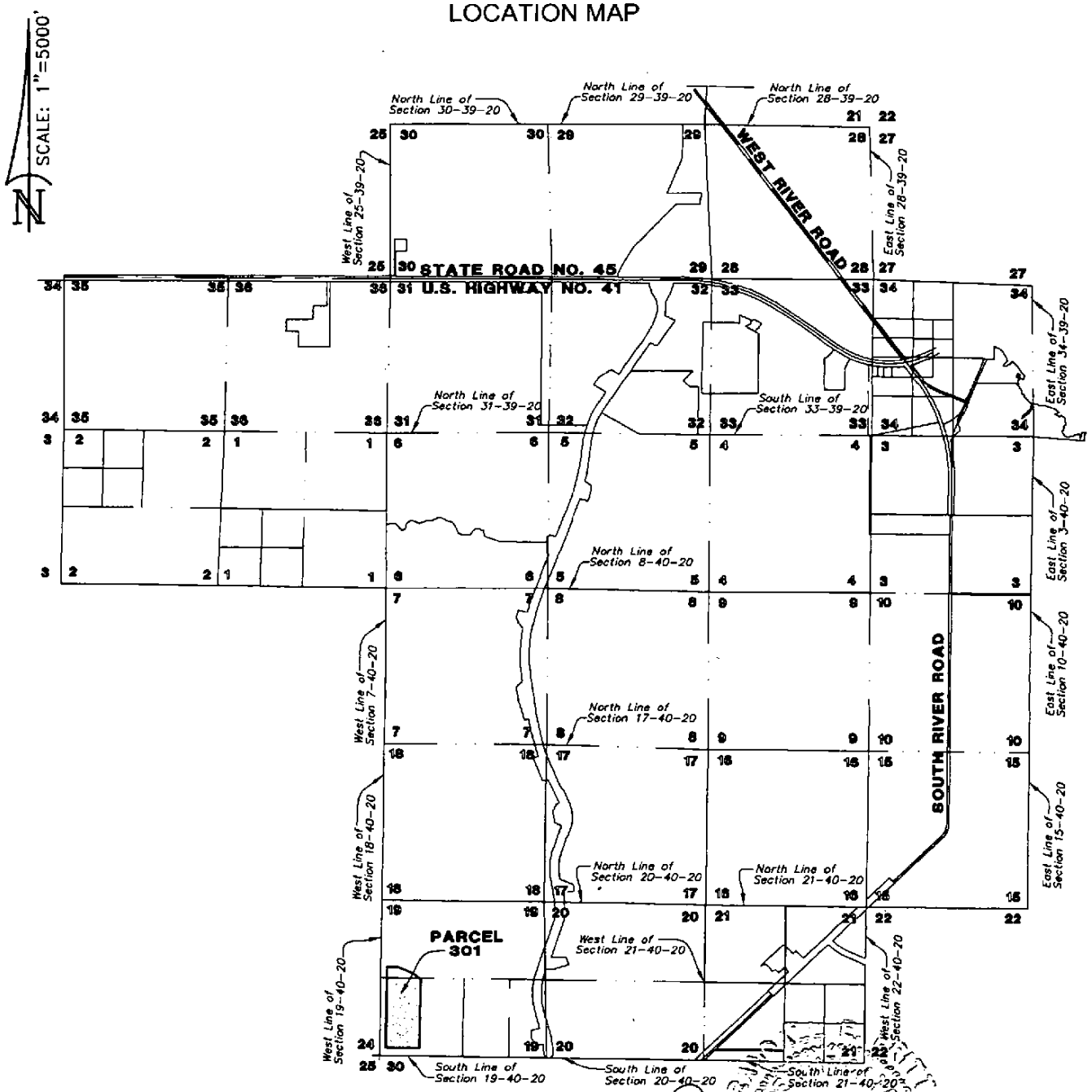
Parcel 2

PARCEL 301

SKETCH OF DESCRIPTION

SHEET 1 OF 3

LOCATION MAP



Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 17, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(301)

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606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

PARCEL 301

SKETCH OF DESCRIPTION

SHEET 2 OF 3

DESCRIPTION:

A Parcel of land in Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.00°52'08"W., along the East line of the Southeast Quarter of said Section 19, a distance of 270.11 feet to a point on a line lying 270.00 feet northerly of and parallel with the South line of said Southeast Quarter of Section 19 same being the North line of a 270 foot wide Florida Power and Light Company Easement, as recorded in Official Records Book 986, Page 905, Public Records of Sarasota County, Florida; thence N.89°07'15"W., along said line lying 270.00 feet northerly of and parallel with the South line of the Southeast Quarter of Section 19, a distance of 2742.09 feet; thence N.89°12'05"W., along a line lying 270.00 feet northerly of and parallel with the South line of the Southwest Quarter of Section 19, a distance of 1432.20 feet to a point on a line lying 1318.71 feet easterly of and parallel with the West line of said Section 19 for the POINT OF BEGINNING; thence continue N.89°12'05"W., along said line lying 270.00 feet northerly of and parallel with the South line of the Southwest Quarter of Section 19, a distance of 1118.72 feet to a point lying 200.00 feet easterly of and parallel with the West line of said Section 19; thence N.00°47'09"E., along said line lying 200.00 feet easterly of and parallel with said West line of Section 19, a distance of 2757.61 feet; thence N.86°45'40"E., a distance of 125.62 feet; thence S.88°28'31"E., a distance of 211.61 feet; thence S.70°38'32"E., a distance of 189.13 feet; thence S.65°14'22"E., a distance of 167.94 feet; thence S.64°57'23"E., a distance of 166.26 feet; thence S.56°18'11"E., a distance of 190.18 feet; thence S.49°50'04"E., a distance of 178.34 feet to a point on said line lying 1318.71 feet easterly of and parallel with the West line of said Section 19; thence S.00°47'09"W.,along said line lying 1318.71 feet easterly of and parallel with the West line of said Section 19, a distance of 2350.69 feet to the POINT OF BEGINNING.

Parcel contains 2,958,652 Square Feet, or 67.9213 Acres, more or less.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY
SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 17, 2007
DATE: MAY 22, 2007
JOB NUMBER: 07-05-25(301)

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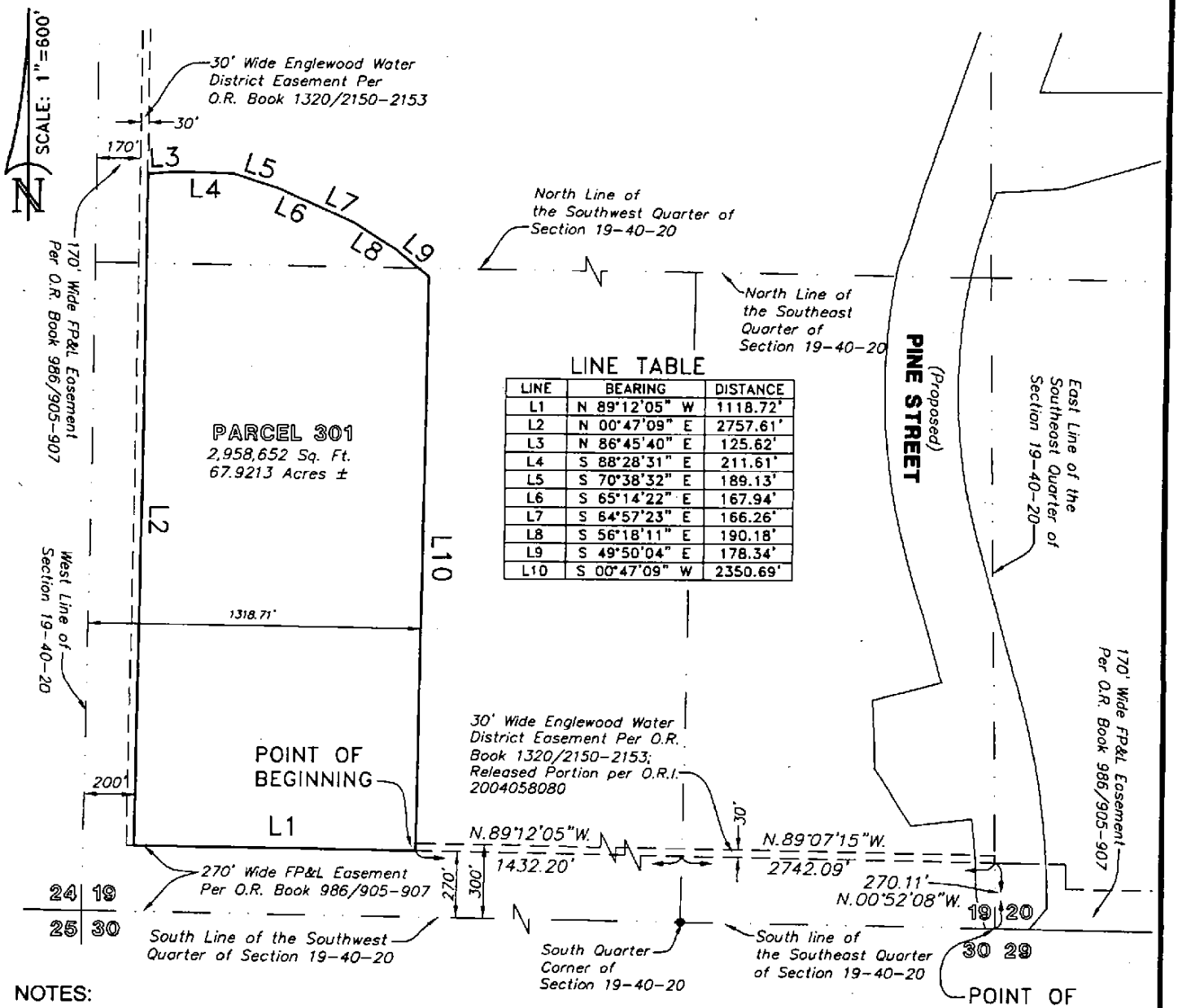
PARCEL 301

SKETCH OF DESCRIPTION

SHEET 3 OF 3



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°12'05" W	1118.72'
L2	N 00°47'09" E	2757.61'
L3	N 86°45'40" E	125.62'
L4	S 88°28'31" E	211.61'
L5	S 70°38'32" E	189.13'
L6	S 65°14'22" E	167.94'
L7	S 64°57'23" E	166.26'
L8	S 56°18'11" E	190.18'
L9	S 49°50'04" E	178.34'
L10	S 00°47'09" W	2350.69'

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown hereon, said description has been prepared for this sketch.
2. See Boundary Survey prepared by Britt Surveying, Inc., dated September 12, 2002, Job Number 02-07-16.
3. This sketch is based on Grid Distances and Bearings derived from the use of Sarasota County GPS Control Monument SAR 096 and SAR 068. The reference bearing between said monuments is S.89°40'01"E.. To convert from Grid Dimensions to Ground Dimensions the Grid Distance should be divided by the scale factor of 0.999954167.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SEE SHEETS 1 THROUGH 3 FOR SKETCH & DESCRIPTION

PREPARED FOR:
COUNTY OF SARASOTA
FOURTH QUARTER PROPERTIES XXXII, LLC

Revised: Dec. 17, 2007
DATE: MAY 22, 2007
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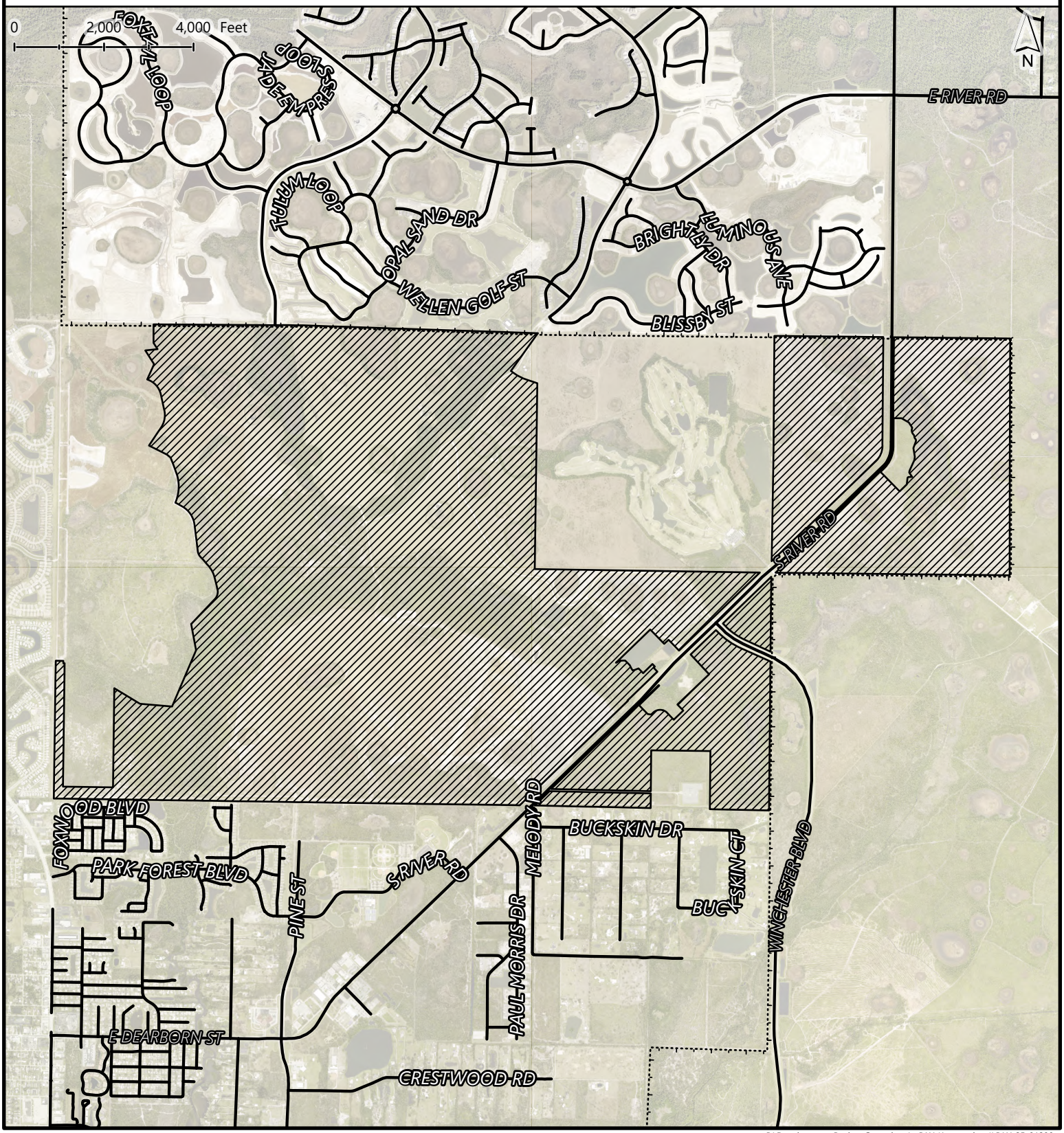
Aerial Location

PAX-25-01290, Winchester Florida Ranch, LLLP - Voluntary Annexation

PAX-25-01290

Prepared on 4/18/2025
by Planning & Zoning
Development Services

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.



MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

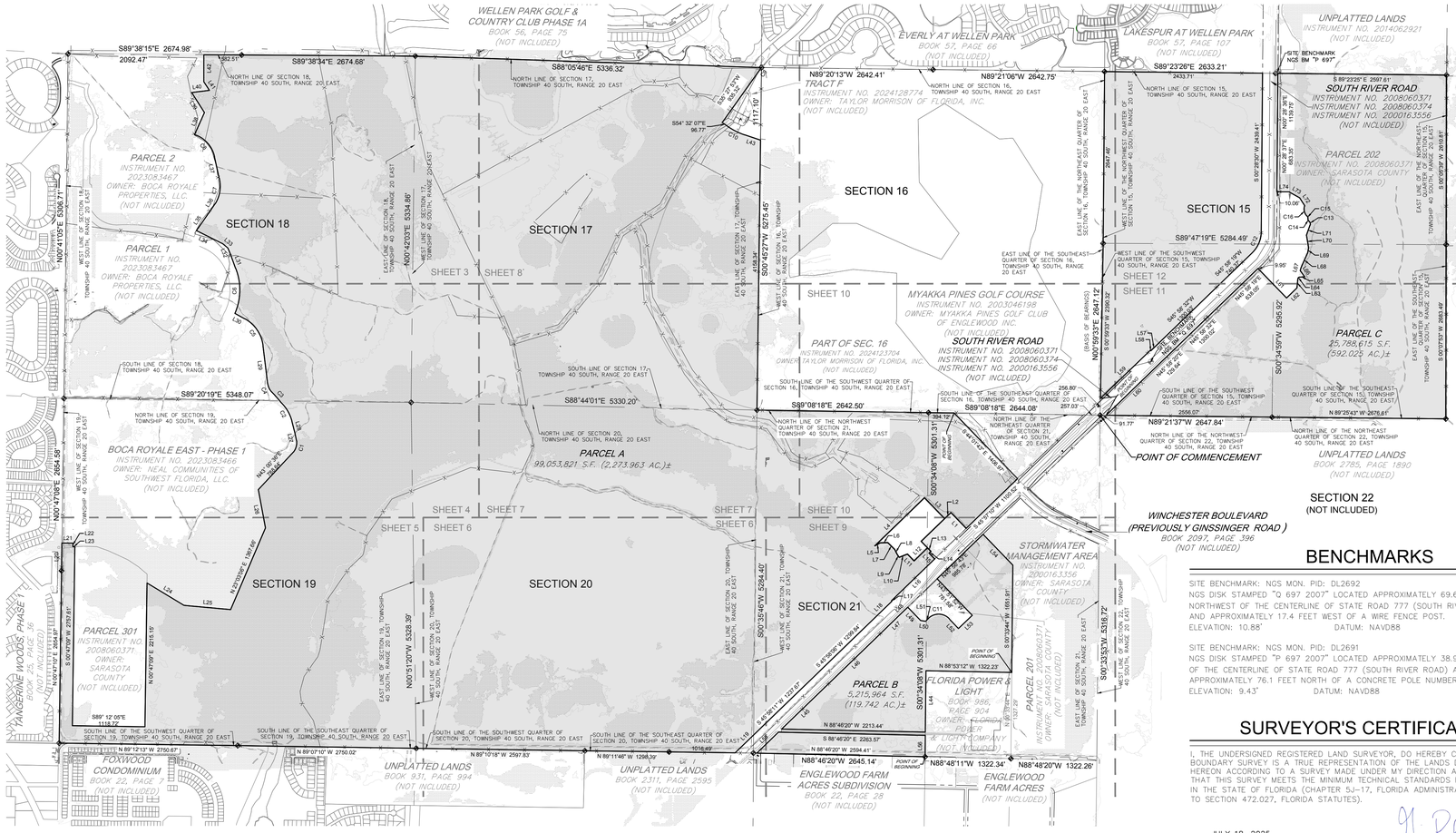
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N44° 02' 50"W	339.35'
L2	S45° 57' 10"W	134.51'
L3	N44° 02' 50"W	446.63'
L4	S45° 57' 10"W	1065.78'
L5	N61° 12' 33"E	95.75'
L6	N87° 43' 01"E	117.40'
L7	S45° 00' 35"E	149.83'
L8	S26° 34' 18"E	89.62'
L9	S34° 31' 02"E	49.50'
L10	N68° 55' 13"E	137.11'
L11	S44° 02' 50"E	145.92'
L12	N45° 57' 10"E	289.58'
L13	S44° 02' 50"E	75.21'
L14	S45° 57' 10"W	39.98'
L15	S44° 02' 50"E	123.85'
L16	S45° 57' 10"W	926.07'
L17	S44° 02' 57"E	11.00'
L18	S45° 58' 15"W	425.82'
L19	S45° 58' 11"W	396.47'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L20	N00° 47' 08"E	426.65'
L21	S89° 12' 51"E	169.91'
L22	S00° 47' 09"W	54.02'
L23	S89° 12' 51"E	29.96'
L24	S58° 42' 27"E	666.92'
L25	S84° 52' 31"E	722.42'
L26	N10° 26' 23"W	600.46'
L27	N11° 47' 01"W	113.15'
L28	N14° 28' 39"W	195.78'
L29	N07° 06' 47"W	587.07'
L30	N61° 06' 42"W	171.47'
L31	N20° 03' 25"W	232.61'
L32	N22° 34' 03"W	101.02'
L33	N49° 42' 48"W	101.45'
L34	N63° 22' 46"W	454.30'
L35	N34° 55' 31"E	422.97'
L36	N34° 12' 19"E	90.38'
L37	N12° 24' 13"W	351.33'
L38	N24° 04' 44"E	375.32'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L39	N32° 28' 34"W	365.15'
L40	N83° 14' 28"E	274.84'
L41	N32° 39' 24"W	159.81'
L42	N00° 00' 00"E	414.51'
L43	S71° 45' 30"E	257.26'
L44	S00° 33' 54"W	945.34'
L45	N45° 58' 11"E	863.35'
L46	N45° 58' 06"E	1299.83'
L47	N45° 58' 15"E	425.86'
L48	N45° 56' 43"E	111.92'
L49	S44° 02' 47"E	285.40'
L50	S81° 29' 11"E	77.89'
L51	N45° 02' 09"E	58.25'
L52	S43° 25' 09"E	205.68'
L53	N46° 21' 22"E	294.90'
L54	S43° 51' 52"E	660.72'
L55	N45° 58' 11"E	464.60'
L56	S00° 34' 08"W	330.02'
L57	S45° 58' 20"W	129.62'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L58	N44° 02' 50"W	10.94'
L59	S45° 56' 51"W	1070.05'
L60	N45° 56' 43"E	1186.42'
L61	N44° 01' 21"W	632.70'
L62	N45° 58' 39"E	223.39'
L63	N05° 31' 58"E	149.54'
L64	N45° 58' 19"E	25.22'
L65	N87° 27' 37"E	86.98'
L66	N35° 57' 16"W	117.85'
L67	N16° 16' 56"E	52.07'
L68	N24° 01' 29"E	246.18'
L69	N10° 32' 59"E	77.82'
L70	N09° 45' 21"W	198.48'
L71	N20° 01' 46"E	165.04'
L72	N32° 42' 31"W	144.47'
L73	N60° 22' 18"W	188.25'
L74	N89° 31' 23"W	188.19'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C1	235.00'	188.20'	45°53'09"	N15°37'39"E	183.21'
C2	605.00'	330.66'	31°18'52"	N30°09'02"W	326.56'
C3	2072.08'	217.91'	6°01'32"	N41°19'32"W	217.81'
C4	227.13'	149.32'	37°40'01"	N25°56'48"W	146.64'
C5	545.08'	524.25'	55°06'21"	N34°05'32"W	504.27'
C6	900.00'	713.10'	45°23'50"	N00°52'32"E	694.59'
C7	507.03'	389.34'	43°59'49"	N08°50'45"E	379.85'
C8	455.00'	475.60'	59°53'24"	N42°21'04"W	454.24'
C9	2135.00'	104.08'	2°47'35"	S36°51'28"W	104.07'
C10	1000.00'	300.60'	17°13'23"	S63°08'49"E	299.47'
C11	225.00'	359.50'	91°32'43"	S89°11'30"E	322.46'
C12	459.31'	366.25'	45°41'13"	S23°11'31"W	356.62'
C13	50.00'	60.64'	69°29'11"	N14°42'42"W	56.99'
C14	55.00'	50.94'	53°04'04"	N22°55'03"W	49.14'
C15	50.00'	42.25'	48°24'35"	N20°35'14"W	41.00'
C16	150.00'	171.57'	65°32'07"	N12°01'25"W	162.37'



LEGEND

- FOUND NO. 5 REBAR W/YELLOW PLASTIC CAP STAMPED, "BRITT LB 6638" — △
- SET NO. 5 REBAR W/PLASTIC CAP STAMPED, "CAGE LB 8640" — ●
- FOUND NO. 5 REBAR, AS NOTED — ○
- EX. SITE BENCHMARK = — ◆
- MEASURED INFORMATION = XXX.XX'
- EX. ELECTRICAL STRUCTURE =
- EX. VERTICAL POLE =
- EX. GUY WIRE =
- EX. MANHOLE LID =
- EX. STORM DRAIN =
- EX. CONCRETE CULVERT =
- EX. FIRE HYDRANT =
- EX. UTILITY LID =
- EX. SIGN =
- EX. VERTICAL POST =
- EX. TRAFFIC SIGNAL POLE =
- EX. LIGHT POLE =
- EX. MAILBOX =
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- LOT LINE
- ZONE X FLOOD AREAS
- WIRE FENCE =
- PAVEMENT LINE =
- CONCRETE SIDEWALK =
- EX. FEMA ZONE "AE" =
- EX. SURVEY AREA EXTENTS =

SURVEYOR'S NOTES

1. **SURVEY TYPE:** THIS MAP REPRESENTS A BOUNDARY SURVEY, SHOWING VISIBLE IMPROVEMENTS ONLY, OWNERSHIP OF FENCES AND/OR ANY OTHER IMPROVEMENTS SHOWN HEREON HAVE NOT BEEN DETERMINED AS PART OF THIS SURVEY.
2. **BASIS OF BEARINGS:** THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15 IS ASSUMED TO BEAR NORTH 00°59'33" EAST AS MONUMENTED AND SHOWN HEREON.
3. **TITLE COMMITMENT:** THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CAGE CIVIL TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR COMMITMENT FOR TITLE INSURANCE OR TITLE POLICY.
4. **FLOOD ZONE:** A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN FLOOD ZONE AE(BI), AND A PORTION IS LOCATED WITHIN ZONE X, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, AND A PORTION IS LOCATED WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAPS (FIRM) – MAP NUMBERS 12115C0460G, 12115C0460G, 12115C0452G, 12115C0364G, 12115C0363G, AND 12115C0451G, EACH WITH AN EFFECTIVE DATE OF MARCH 27, 2024.
5. **SURVEY ACCURACY:** THE PARCEL SHOWN HEREON IS CLASSIFIED AS "SUBURBAN" (PER MINIMUM TECHNICAL STANDARDS, CHAPER 5J–17.050, FAC). THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED TRAVERSE LOOP WAS FOUND TO EXCEED THIS REQUIREMENT.
6. **ZONING & SETBACKS:** INFORMATION REGARDING ZONING AND/OR SETBACKS HAVE NOT BEEN PROVIDED TO OR PURSUED BY THE UNDERSIGNED PROFESSIONAL SURVEY AND MAPPER AND THEREFORE ARE NOT A PART OF THIS SURVEY.
7. **UNDERGROUND UTILITIES:** THE LOCATION OF UNDERGROUND UTILITIES IS BEYOND THE SCOPE OF THIS SURVEY. THIS SURVEY DOES NOT REFLECT ALL UTILITIES OR IMPROVEMENTS. IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY VEGETATION OR OTHER OBSTRUCTIONS. THERE MAY BE ADDITIONAL UTILITIES OR IMPROVEMENTS THAT HAVE NOT BEEN SHOWN.
8. **JURISDICTIONAL LANDS:** THE SURVEYED PROPERTY MAY CONTAIN WETLANDS AND/OR OTHER ENVIRONMENTALLY PROTECTED LANDS WITHIN. DETERMINATION OF JURISDICTIONAL LANDS IS BEYOND THE SCOPE OF THIS SURVEY.
9. **BOUNDARY INCONSISTENCIES:** THE RECORD RIGHT OF WAY OF COUNTY ROAD #777 (SOUTH RIVER ROAD) GENERALLY FITS WELL WITH THE EXISTING MONUMENTATION. HOWEVER, THE RECORDED CURVES ARE INTENDED AS TANGENT CURVES, WHILE THE OBSERVED FIELD EVIDENCE INDICATES DISCREPANCIES IN CURVE GEOMETRY THAT SUGGEST NON–TANGENCY. THIS SURVEY REFLECTS THE BOUNDARY AS MONUMENTED IN THE FIELD, WITH NOTED VARIATIONS FROM THE RECORD INTENDED TO PRESERVE THE INTEGRITY OF EXISTING MONUMENTATION.
10. THE TOPOGRAPHIC INFORMATION SHOWN HEREON HAS BEEN PREPARED UTILIZING PHOTOGRAMMETRY AND AERIAL LIDAR AS PROVIDED BY PICKETT SURVEY BASED ON AN AERIAL SURVEY UNDERTAKEN ON SEPTEMBER 5TH, 2023.
11. AERIAL LIDAR DOES NOT PENETRATE ALL VEGETATION. OBSTRUCTED FEATURES MAY NOT BE SHOWN HEREON. CRITICAL FEATURES SHOULD BE VERIFIED BY ADDITIONAL FIELD INVESTIGATIONS.
12. THERE MAY BE EXISTING INTERIOR FENCES, ROADS, PATHS, AND OTHER PHYSICAL FEATURES NOT SHOWN HEREON. THESE FEATURES FALL OUTSIDE OF THE SCOPE OF THIS SURVEY AS AGREED UPON WITH THE CLIENT.
13. THIS SURVEY WAS PREPARED FOR WELLEN PARK LLLP, (CLIENT), BASED ON A FIELD SURVEY COMPLETED ON APRIL 2ND, 2025.

BENCHMARKS

SITE BENCHMARK: NGS MON. PID: DL2692
NGS DISK STAMPED "Q 697 2007" LOCATED APPROXIMATELY 69.6 FEET NORTHWEST OF THE CENTERLINE OF STATE ROAD 777 (SOUTH RIVER ROAD) AND APPROXIMATELY 17.4 FEET WEST OF A WIRE FENCE POST.
ELEVATION: 10.88' DATUM: NAVD88

SITE BENCHMARK: NGS MON. PID: DL2691
NGS DISK STAMPED "P 697 2007" LOCATED APPROXIMATELY 38.9 FEET EAST OF THE CENTERLINE OF STATE ROAD 777 (SOUTH RIVER ROAD) AND APPROXIMATELY 76.1 FEET NORTH OF A CONCRETE POLE NUMBER 19N6A.
ELEVATION: 9.43' DATUM: NAVD88

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN HEREON ACCORDING TO A SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

JULY 18, 2025
DATE OF SURVEY

GAVIN D. PUCKETT, P.S.M.
FLORIDA LICENSE NO. 7594
LICENSE BUSINESS NO. 8640

GAVIN D. PUCKETT
License Number 7594
STATE OF FLORIDA
Professional Surveyor and Mapper

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GAVIN D. PUCKETT ON THE DATE LISTED IN THE CERTIFICATION. THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF THE CERTIFYING SURVEYOR AND MAPPER.

12260 EVERGLOW DR.
SUITE A6
VENICE, FL 34293
P: 630.598.0007
WWW.CAGECIVIL.COM
CAGE CIVIL ENGINEERING

REVISIONS △
1 REVISED LABELS
2 REVISED BOUNDARY

THIS DESIGN AND THESE DRAWINGS ARE THE PROPERTY OF CAGE ENGINEERING, INC. AND SHALL NOT BE USED OR REPRODUCED WITHOUT PRIOR WRITTEN PERMISSION FROM CAGE ENGINEERING, INC.

WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 1000'

SHEET NUMBER
1 OF 12

PLOT DATE: 7/18/25 AT 4:44 AM
FILE PATH: C:_PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY250012 - BOUNDARY SURVEY

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

LEGAL DESCRIPTION

LANDS LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"
ALL OF SECTION 17,
EXCEPTING THE LANDS CONVEYED TO TAYLOR MORRISON OF FLORIDA, INC., RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2024128774;

ALL OF SECTION 18, EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;
AND EXCEPTING LANDS CONVEYED TO BOCA ROYALE PROPERTIES, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083467;

ALL OF SECTION 19, EXCEPTING LANDS CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371;
AND EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;

ALL OF SECTION 20,
EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371 AND INSTRUMENT NO. 2008060374;

ALL OF SECTION 21 LYING NORTH OF SOUTH RIVER ROAD, EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371, INSTRUMENT NO. 2008060374, AND INSTRUMENT NO. 2000163556; AND EXCEPTING LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY, RECORED IN OFFICIAL RECORDS BOOK 986, PAGE 904; AND EXCEPTING RIGHT-OF-WAY OF GISSINGER ROAD CONVEYED IN OFFICAL RECORDS BOOK 2097, PAGE 396;AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 89°08'18" WEST, A DISTANCE OF 2,249.95 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 TO THE **POINT OF BEGINNING;**

THENCE SOUTH 44°01'43" EAST, A DISTANCE OF 1,406.97 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE SOUTH 45°57'10" WEST, A DISTANCE OF 1,100.52 FEET ALONG SAID RIGHT OF WAY TO THE SOUTHEAST CORNER OF STORMWATER MANAGEMENT PARCEL PER SAID INSTRUMENT NO. 2000163356;

THENCE ALONG THE BOUNDARY OF SAID PARCEL FOR THE FOLLOWING FIFTEEN (15) COURSES:

1) NORTH 44°02'50" WEST, A DISTANCE OF 339.35 FEET;
2) SOUTH 45°57'10" WEST, A DISTANCE OF 134.51 FEET ;
3) NORTH 44°02'50" WEST, A DISTANCE OF 446.63 FEET ;
4) SOUTH 45°57'10" WEST, A DISTANCE OF 1,065.78 FEET ;
5) NORTH 61°12'33" EAST, A DISTANCE OF 95.75 FEET;
6) NORTH 87°43'01" EAST, A DISTANCE OF 117.40 FEET;
7) SOUTH 45°00'35" EAST, A DISTANCE OF 149.83 FEET;
8) SOUTH 26°34'18" EAST, A DISTANCE OF 89.62 FEET;
9) SOUTH 34°31'02" EAST, A DISTANCE OF 49.50 FEET;
10) NORTH 68°55'13" EAST, A DISTANCE OF 137.11 FEET;
11) SOUTH 44°02'50" EAST, A DISTANCE OF 145.92 FEET;
12) NORTH 45°57'10" EAST, A DISTANCE OF 289.58 FEET;
13) SOUTH 44°02'50" EAST, A DISTANCE OF 75.21 FEET;
14) SOUTH 45°57'10" WEST, A DISTANCE OF 39.98 FEET;
15) SOUTH 44°02'50" EAST, A DISTANCE OF 123.85 FEET RETURNING TO LAST SAID RIGHT OF WAY;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING SIX (6) COURSES:

1) SOUTH 45°57'10" WEST, A DISTANCE OF 926.07 FEET;
2) SOUTH 44°02'57" EAST, A DISTANCE OF 11.00 FEET;
3) SOUTH 45°58'15" WEST, A DISTANCE OF 425.82 FEET;
4) SOUTH 45°58'06" WEST, A DISTANCE OF 1,299.84 FEET;
5) SOUTH 45°58'11" WEST, A DISTANCE OF 1,237.67 FEET TO THE INTERSECTION OF THE WEST LINE OF SECTION 21;
6) SOUTH 45°58'11" WEST, A DISTANCE OF 396.47 FEET ALONG SAID RIGHT OF WAY TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20;

THENCE NORTH 89°11'24" WEST, A DISTANCE OF 1,016.49 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20;
THENCE NORTH 89°11'46" WEST, A DISTANCE OF 1,298.39 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20 TO THE SOUTH QUARTER CORNER OF SECTION 20;
THENCE NORTH 89°10'18" WEST, A DISTANCE OF 2,597.83 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE SOUTHEAST CORNER OF SECTION 19
THENCE NORTH 89°07'10" WEST, A DISTANCE OF 2,750.02 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER TO THE SOUTH QUARTER CORNER OF SAID SECTION 19;
THENCE NORTH 89°12'13" WEST, A DISTANCE OF 2,750.67 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF SAID SECTION 19;
THENCE NORTH 0°47'10" EAST, A DISTANCE OF 2,654.97 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER TO THE WEST QUARTER CORNER OF SAID SECTION 19;
THENCE NORTH 0°46'44" EAST, A DISTANCE OF 426.65 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 TO THE SOUTH LINE OF BOCA ROYALE EAST – PHASE 1 PER SAID INSTRUMENT NO. 2023083466;

THENCE ALONG LAST SAID SOUTH LINE FOR THE FOLLOWING THREE (3) COURSES:

1) SOUTH 89°12'51" EAST, A DISTANCE OF 169.91 FEET;
2) SOUTH 0°47'09" WEST, A DISTANCE OF 54.02 FEET;
3) SOUTH 89°12'51" EAST, A DISTANCE OF 29.96 FEET TO THE WEST LINE OF PARCEL 301 PER SAID INSTRUMENT NO. 2008060371;

THENCE ALONG THE WEST, SOUTH, AND EAST LINE OF SAID PARCEL 301 FOR THE FOLLOWING THREE (3) COURSES:

1) SOUTH 0°47'09" WEST, A DISTANCE OF 2,757.61 FEET;
2) SOUTH 89°12'05" EAST, A DISTANCE OF 1,118.72 FEET;
3) NORTH 0°47'09" EAST, A DISTANCE OF 2,215.15 FEET RETURNING TO SAID BOUNDARY OF BOCA ROYALE EAST – PHASE 1;

THENCE ALONG THE SOUTH AND EAST LINE OF SAID BOCA ROYALE EAST – PHASE 1 FOR THE FOLLOWING NINETEEN (19) COURSES:

1) SOUTH 58°42'27" EAST, A DISTANCE OF 666.92 FEET;
2) SOUTH 84°52'31" EAST, A DISTANCE OF 722.42 FEET;
3) NORTH 23°03'06" EAST, A DISTANCE OF 1,367.66 FEET;
4) NORTH 10°26'23" WEST, A DISTANCE OF 600.46 FEET;
5) NORTH 43°00'36" EAST, A DISTANCE OF 788.64 FEET TO A POINT ON A NON-TANGENT CURVE;
6) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 45°53'09", AN ARC LENGTH OF 188.20 FEET, A CHORD OF WHICH BEARS NORTH 15°37'39" EAST, A CHORD LENGTH OF 183.21 FEET TO A NON-TANGENT LINE;
7) NORTH 11°47'01" WEST, A DISTANCE OF 113.15 FEET ;
8) NORTH 14°28'39" WEST, A DISTANCE OF 195.78 FEET TO A POINT ON A NON-TANGENT CURVE;
9) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 31°18'52", AN ARC LENGTH OF 330.66 FEET, A CHORD OF WHICH BEARS NORTH 30°09'02" WEST, A CHORD LENGTH OF 326.56 FEET TO A POINT ON A NON-TANGENT CURVE;
10) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2072.08 FEET, A CENTRAL ANGLE OF 06°01'32", AN ARC LENGTH OF 217.91 FEET, A CHORD OF WHICH BEARS NORTH 41°19'32" WEST, A CHORD LENGTH OF 217.81 FEET TO A POINT OF TANGENCY;
11) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 227.13 FEET, A CENTRAL ANGLE OF 37°40'01", AN ARC LENGTH OF 149.32 FEET, A CHORD OF WHICH BEARS NORTH 25°56'47" WEST, A CHORD LENGTH OF 146.64 FEET TO A POINT OF TANGENCY;
12) THENCE NORTH 07°06'47" WEST, A DISTANCE OF 587.07 FEET TO A POINT ON A NON-TANGENT CURVE;
13) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 545.08 FEET, A CENTRAL ANGLE OF 55°06'21", AN ARC LENGTH OF 524.25 FEET, A CHORD OF WHICH BEARS NORTH 34°05'32" WEST, A CHORD LENGTH OF 504.27 FEET TO A NON-TANGENT LINE;
14) THENCE NORTH 61°06'42" WEST, A DISTANCE OF 171.47 FEET TO A POINT ON A NON-TANGENT CURVE;
15) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 45°23'50", AN ARC LENGTH OF 713.10 FEET, A CHORD OF WHICH BEARS NORTH 00°52'32" EAST, A CHORD LENGTH OF 694.59 FEET TO A NON-TANGENT LINE;
16) THENCE NORTH 20°03'25" WEST, A DISTANCE OF 232.61 FEET;
17) THENCE NORTH 22°34'03" WEST, A DISTANCE OF 101.02 FEET;
18) THENCE NORTH 49°42'48" WEST, A DISTANCE OF 101.45 FEET;
19) THENCE NORTH 63°22'46" WEST, A DISTANCE OF 454.30 FEET TO THE EASTERLY BOUNDARY OF PARCEL 2 PER SAID INSTRUMENT NO. 2023083467;

THENCE ALONG LAST SAID EASTERLY BOUNDARY LINE FOR THE FOLLOWING TEN (10) COURSES:

1) NORTH 34°55'31" EAST, A DISTANCE OF 422.97 FEET;
2) NORTH 34°12'19" EAST, A DISTANCE OF 90.38 FEET TO A POINT ON A NON-TANGENT CURVE;
3) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 507.03 FEET, A CENTRAL ANGLE OF 43°59'49", AN ARC LENGTH OF 389.34 FEET, A CHORD OF WHICH BEARS NORTH 08°50'45" EAST, A CHORD LENGTH OF 379.85 FEET TO A POINT ON A NON-TANGENT CURVE;
4) NORTH 12°24'13" WEST, A DISTANCE OF 351.33 FEET TO A POINT OF TANGENCY;
5) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 59°53'24", AN ARC LENGTH OF 475.60 FEET, A CHORD OF WHICH BEARS NORTH 42°21'04" WEST, A CHORD LENGTH OF 454.24 FEET TO A NON-TANGENT LINE;
6) THENCE NORTH 24°04'44" EAST, A DISTANCE OF 375.32 FEET;
7) NORTH 32°28'34" WEST, A DISTANCE OF 365.15 FEET;
8) NORTH 83°14'28" EAST, A DISTANCE OF 274.84 FEET;
9) NORTH 32°39'24" WEST, A DISTANCE OF 159.81 FEET;
10) NORTH 00°00'00" EAST, A DISTANCE OF 414.61 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18;

THENCE SOUTH 89°38'15" EAST, A DISTANCE OF 582.51 FEET ALONG LAST SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SECTION 18;
THENCE SOUTH 89°38'34" EAST, A DISTANCE OF 2,674.68 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER TO THE NORTHWEST CORNER OF SECTION 17;
THENCE SOUTH 88°05'46" EAST, A DISTANCE OF 5,336.32 FEET ALONG THE NORTH LINE OF SAID SECTION 17 TO NORTHEAST CORNER OF SAID SECTION 17 AND THE WESTERLY BOUNDARY OF DEED PER SAID INSTRUMENT NO. 2024128774, BEING A POINT ON A NON-TANGENT CURVE;

THENCE ALONG SAID WEST AND SOUTH BOUNDARY LINE FOR THE FOLLOWING FIVE (5) COURSES:

1) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2135.00 FEET, A CENTRAL ANGLE OF 02°47'35", AN ARC LENGTH OF 104.08 FEET, A CHORD OF WHICH BEARS SOUTH 36°51'28" WEST, A CHORD LENGTH OF 104.07 FEET TO A POINT OF TANGENCY;
2) THENCE SOUTH 35°27'53" WEST, A DISTANCE OF 935.32 FEET;
3) THENCE SOUTH 54°32'07" EAST, A DISTANCE OF 96.77 FEET TO A POINT OF CURVATURE;
4) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 17°13'23", AN ARC LENGTH OF 300.60 FEET, A CHORD OF WHICH BEARS SOUTH 63°08'49" EAST, A CHORD LENGTH OF 299.47 FEET TO A POINT OF TANGENCY;
5) THENCE SOUTH 71°45'30" EAST, A DISTANCE OF 257.26 FEET TO THE EAST LINE OF SAID SECTION 17;

THENCE SOUTH 00°45'27" WEST, A DISTANCE OF 4,158.34 FEET ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF SECTION 21;
THENCE SOUTH 89°08'18" EAST, A DISTANCE OF 2,642.50 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO THE NORTH QUARTER CORNER OF SAID SECTION 21;
THENCE SOUTH 89°08'18" EAST, A DISTANCE OF 394.12 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 TO THE **POINT OF BEGINNING;**

CONTAINING A CALCULATED AREA OF 99,053,821 SQUARE FEET OR 2,273.963 ACRES, MORE OR LESS;

PARCEL "B"
A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, COUNTY OF SARASOTA, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 00°33'53" WEST, A DISTANCE OF 5,316.72 FEET ALONG THE EAST LINE OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF SAID SECTION 21;

THENCE NORTH 88°48'20" WEST, A DISTANCE OF 1,322.26 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF FLORIDA POWER AND LIGHT PARCEL AS RECORDED IN OFFICIAL RECORD BOOK 986, PAGE 904 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE NORTH 00°33'44" EAST, A DISTANCE OF 1,327.29 FEET ALONG SAID PARCEL BOUNDARY TO THE **POINT OF BEGINNING;**

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

1) NORTH 88°53'12" WEST, A DISTANCE OF 1,322.23 FEET;
2) SOUTH 00°33'54" WEST, A DISTANCE OF 945.34 FEET;
3) NORTH 88°46'20" WEST, A DISTANCE OF 2,213.44 FEET TO THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE ALONG LAST SAID RIGHT OF WAY FOR THE FOLLOWING FOUR (4) COURSES:

1) NORTH 45°58'11" EAST, A DISTANCE OF 863.35 FEET;
2) NORTH 45°58'06" EAST, A DISTANCE OF 1,299.83 FEET;
3) NORTH 45°58'15" EAST, A DISTANCE OF 425.86 FEET;
4) NORTH 45°56'43" EAST, A DISTANCE OF 111.92 FEET;

THENCE SOUTH 44°02'47" EAST, A DISTANCE OF 10.04 FEET TO THE WESTERLY CORNER OF TRACT 201 AS RECORDED IN INSTRUMENT NO. 2008060371 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE ALONG BOUNDARY OF SAID TRACT 201 FOR THE FOLLOWING SEVEN (7) COURSES:

1) SOUTH 44°02'47" EAST, A DISTANCE OF 275.37 FEET;
2) SOUTH 81°29'11" EAST, A DISTANCE OF 77.89 FEET;
3) NORTH 45°02'09" EAST, A DISTANCE OF 58.25 FEET TO A POINT OF CURVATURE;
4) ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 91°32'43", AN ARC LENGTH OF 359.50 FEET, A CHORD OF WHICH BEARS SOUTH 89°11'30" EAST, A CHORD LENGTH OF 322.46 FEET TO A POINT OF TANGENCY;
5) SOUTH 43°25'09" EAST, A DISTANCE OF 205.68 FEET;
6) NORTH 46°21'22" EAST, A DISTANCE OF 294.90 FEET;
7) NORTH 43°51'52" WEST, A DISTANCE OF 771.45 FEET;

THENCE CONTINUING NORTH 43°51'52" WEST, A DISTANCE OF 10.13 FEET TO THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE NORTH 45°56'43" EAST, A DISTANCE OF 985.78 FEET ALONG SAID RIGHT OF WAY;

THENCE SOUTH 43°51'52" EAST, A DISTANCE OF 660.72 FEET;
THENCE SOUTH 00°33'44" WEST, A DISTANCE OF 1,651.91 FEET TO THE **POINT OF BEGINNING;**

TOGETHER WITH THE LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 00°33'53" WEST, A DISTANCE OF 5,316.72 FEET ALONG THE EAST LINE OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF SAID SECTION 21;
THENCE NORTH 88°48'20" WEST, A DISTANCE OF 1,322.26 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21;
THENCE NORTH 88°48'11" WEST, A DISTANCE OF 1,322.34 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 TO THE SOUTH QUARTER CORNER OF SAID SECTION 21 AND THE **POINT OF BEGINNING;**

THENCE NORTH 88°46'20" WEST, A DISTANCE OF 2,594.41 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 TO A POINT ON THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;
THENCE NORTH 45°58'11" EAST, A DISTANCE OF 464.60 FEET ALONG SAID RIGHT OF WAY TO THE BOUNDARY OF FLORIDA POWER AND LIGHT PARCEL PER SAID OFFICIAL RECORD BOOK 986, PAGE 904;
THENCE SOUTH 88°46'20" EAST, A DISTANCE OF 2,263.57 FEET ALONG LAST SAID SOUTH LINE;
THENCE SOUTH 00°34'08" WEST, A DISTANCE OF 330.02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 21 AND THE **POINT OF BEGINNING;**

CONTAINING A CALCULATED AREA OF 5,215,964 SQUARE FEET OR 119.742 ACRES, MORE OR LESS;

PARCEL "C"
A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, COUNTY OF SARASOTA, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 00°59'33" EAST, A DISTANCE OF 256.80 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIVER ROAD AND THE **POINT OF BEGINNING;**

THENCE NORTH 00°59'33" EAST, A DISTANCE OF 2,390.32 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER TO THE WEST QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 00°29'25" EAST, A DISTANCE OF 2,647.46 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15 TO THE NORTHWEST CORNER OF SAID SECTION 15;
THENCE SOUTH 89°23'26" EAST, A DISTANCE OF 2,433.71 FEET ALONG THE NORTH LINE OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING SEVEN (7) COURSES:

1) SOUTH 00°28'30" WEST, A DISTANCE OF 2,439.41 FEET A POINT ON A NON-TANGENT CURVE;
2) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 459.31 FEET, A CENTRAL ANGLE OF 45°41'13", AN ARC LENGTH OF 366.25 FEET, A CHORD OF WHICH BEARS SOUTH 23°11'31" WEST, A CHORD LENGTH OF 356.62 FEET TO A NON-TANGENT LINE;
3) SOUTH 45°58'19" WEST, A DISTANCE OF 740.37 FEET;
4) SOUTH 45°58'32" WEST, A DISTANCE OF 1,300.03 FEET;
5) SOUTH 45°58'20" WEST, A DISTANCE OF 129.62 FEET;
6) NORTH 44°02'50" WEST, A DISTANCE OF 10.94 FEET;
7) SOUTH 45°56'51" WEST, A DISTANCE OF 1,070.05 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE POINT OF BEGINNING;

TOGETHER WITH THE LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 89°21'37" EAST, A DISTANCE OF 91.77 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO A POINT ON THE EAST RIGHT OF WAY OF SOUTH RIVER ROAD AND THE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING FOUR (4) COURSES:

1) NORTH 45°56'43" EAST, A DISTANCE OF 1,186.42 FEET;
2) NORTH 45°58'20" EAST, A DISTANCE OF 129.64 FEET;
3) NORTH 45°58'32" EAST, A DISTANCE OF 1,300.02 FEET;
4) NORTH 45°58'19" EAST, A DISTANCE OF 638.05 FEET;

THENCE SOUTH 44°01'21" EAST, A DISTANCE OF 9.95 FEET TO A POINT ON THE BOUNDARY OF TRACT 202 AS RECORDED IN INSTRUMENT NO. 2008060371 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING EIGHTEEN (18) COURSES:

1) SOUTH 44°01'21" EAST, A DISTANCE OF 622.75 FEET;
2) NORTH 45°58'39" EAST, A DISTANCE OF 223.39 FEET;
3) NORTH 05°31'58" EAST, A DISTANCE OF 149.54 FEET;
4) NORTH 45°58'19" EAST, A DISTANCE OF 25.22 FEET;
5) NORTH 87°27'37" EAST, A DISTANCE OF 86.98 FEET;
6) NORTH 35°57'16" WEST, A DISTANCE OF 117.85 FEET;
7) NORTH 16°16'56" EAST, A DISTANCE OF 52.07 FEET;
8) NORTH 24°01'29" EAST, A DISTANCE OF 246.18 FEET;
9) NORTH 10°32'59" EAST, A DISTANCE OF 77.82 FEET;
10) NORTH 09°45'21" WEST, A DISTANCE OF 198.48 FEET;
11) NORTH 20°01'46" EAST, A DISTANCE OF 165.04 FEET TO A POINT OF CURVATURE;
12) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 69°29'11", AN ARC LENGTH OF 60.64 FEET, A CHORD OF WHICH BEARS NORTH 14°42'42" WEST, A CHORD LENGTH OF 56.99 FEET TO A POINT OF REVERSE CURVATURE;
13) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 53°04'04", AN ARC LENGTH OF 50.94 FEET, A CHORD OF WHICH BEARS NORTH 22°55'03" WEST, A CHORD LENGTH OF 49.14 FEET TO A POINT OF REVERSE CURVATURE;
14) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.0 FEET, A CENTRAL ANGLE OF 48°24'35", AN ARC LENGTH OF 42.25 FEET, A CHORD OF WHICH BEARS NORTH 20°35'14" WEST, A CHORD LENGTH OF 41.00 FEET TO A POINT OF REVERSE CURVATURE;
15) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 65°32'07", AN ARC LENGTH OF 171.57 FEET, A CHORD OF WHICH BEARS NORTH 12°01'25" WEST, A CHORD LENGTH OF 162.37 FEET TO A NON-TANGENT LINE;
16) NORTH 32°42'31" WEST, A DISTANCE OF 144.47 FEET;
17) NORTH 60°22'18" WEST, A DISTANCE OF 188.25 FEET;
18) NORTH 89°31'23" WEST, A DISTANCE OF 178.13 FEET;

THENCE CONTINUING NORTH 89°31'23" WEST, A DISTANCE OF 10.06 FEET RETURNING TO LAST SAID RIGHT OF WAY;
THENCE NORTH 00°28'37" EAST, A DISTANCE OF 683.35 FEET ALONG SAID RIGHT OF WAY;
THENCE NORTH 00°28'36" EAST, A DISTANCE OF 1,139.75 FEET ALONG SAID RIGHT OF WAY TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89°23'25" EAST, A DISTANCE OF 2,597.61 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 15;
THENCE SOUTH 00°05'39" WEST, A DISTANCE OF 2,610.81 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE EAST QUARTER CORNER OF SAID SECTION 15;
THENCE SOUTH 00°07'53" WEST, A DISTANCE OF 2,683.49 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 89°25'43" WEST, A DISTANCE OF 2,676.61 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTH QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 89°21'37" WEST, A DISTANCE OF 2,556.07 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO LAST SAID RIGHT OF WAY AND THE **POINT OF BEGINNING;**

CONTAINING A CALCULATED AREA OF 25,788,615 SQUARE FEET OR 592.025 ACRES, MORE OR LESS;

12260 EVERGLOW DR.
SUITE A6
VENICE, FL 34293
P: 630.598.0007
WWW.CAGECIVIL.COM

CAGE CIVIL ENGINEERING

REVISIONS
1 REVISED LABELS
2 REVISED BOUNDARY

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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
ALTA/NSPS LAND TITLE SURVEY

PROJ NO: 250012
PM : GDP
DATE : 04/07/2025
SCALE : N/A

SHEET NUMBER
2 OF 12

PLOT DATE: 7/18/25 AT 4:44 AM
FILE PATH: I:_PROJECTS\240373 - PORTILLO'S LUTZ, FL\10 - SURVEY\OFFICE_CAD\240373 - 26000 HWY 56 ALTA

SHEET MAP

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

N

0 200' 400'

1" = 200' (HORIZONTAL)

SEE SHEET 1 FOR LEGEND

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C22	900.00'	713.10'	45°23'50"	N00°52'32"E	694.59'
C23	507.03'	389.34'	43°59'49"	N08°50'45"E	379.85'
C24	455.00'	475.60'	59°53'24"	N42°21'04"W	454.24'

12260 EVERGLOW DR.
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CAGE CIVIL ENGINEERING

UNPLATTED LANDS
INSTRUMENT NO. 2014062917
OWNER: MANASOTA BEACH RANCHLANDS LLLP.
(NOT INCLUDED)

PRETO BOULEVARD

WELLEN PARK GOLF & COUNTRY CLUB PHASE 1A
BOOK 56, PAGE 75
(NOT INCLUDED)

DRAINAGE STRUCTURE

S89°38'15"E 2674.98'

2092.47'

DRAINAGE CHANNEL

NORTHWEST CORNER OF SEC. 18-T40S-R20E
FOUND 4" CONCRETE MONUMENT

NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 20 EAST

S 89°38'15" E 582.51'

S 89°38'34" E 2674.68'

FENCE 0.9' SOUTH

FOUND IRON ROD
STANTEC LB 7866

FOUND IRON ROD
RWA INC PRM LB 6952

NORTHEAST CORNER OF SEC. 18-T40S-R20E
LOCATION ESTABLISHED BASED ON TIES TO MONUMENT RECORDS AND FOUND SECTION CORNERS.

FENCE 1.4' SOUTH

N 00°00'00" E 414.51'

257.03'

283.20'

NORTH QUARTER CORNER OF SEC. 18-T40S-R20E
LOCATION ESTABLISHED BASED ON TIES TO MONUMENT RECORDS AND FOUND SECTION CORNERS.

FOUND NO. 5 REBAR
NO I.D.

N32° 39' 24"W
159.81'

N83° 14' 28"E
274.84'

N 32° 28'34" W 365.15'

N 24°04'44" E 375.32'

C24

N 12°24'13" W 351.33'

C23

N34° 12' 19"E
90.38'

N 34°55'31" E 422.97'

N 63°22'46" W 454.30'

N49° 42' 48"W
101.45'

N22° 34' 03"W
101.02'

N20° 03' 25"W
232.61'

C22

PARCEL A
99,053,821 S.F. (2,273.963 AC.)±

PARCEL 2
INSTRUMENT NO. 2023083467
OWNER: BOCA ROYALE PROPERTIES, LLC.
(NOT INCLUDED)

PARCEL 1
INSTRUMENT NO. 2023083467
OWNER: BOCA ROYALE PROPERTIES, LLC.
(NOT INCLUDED)

BOCA ROYALE EAST - PHASE I
INSTRUMENT NO. 2021083468
OWNER: BOCA ROYALE COMMUNITIES, OF SOUTHWEST FLORIDA, LLC.
(NOT INCLUDED)

TRAVELED WAY

DRAINAGE STRUCTURE

EAST LINE OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 20 EAST

N00°42'03"E 5334.86'

WEST LINE OF SECTION 17, TOWNSHIP 40 SOUTH, RANGE 20 EAST

SEE SHEET 8

SEE SHEET 4

REVISIONS
1 REVISED LABELS
2 REVISED BOUNDARY

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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

SHEET NUMBER
3 OF 12

PLOT DATE: 7/18/25 AT 4:44 AM
FILEPATH: E:_PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

SHEET MAP

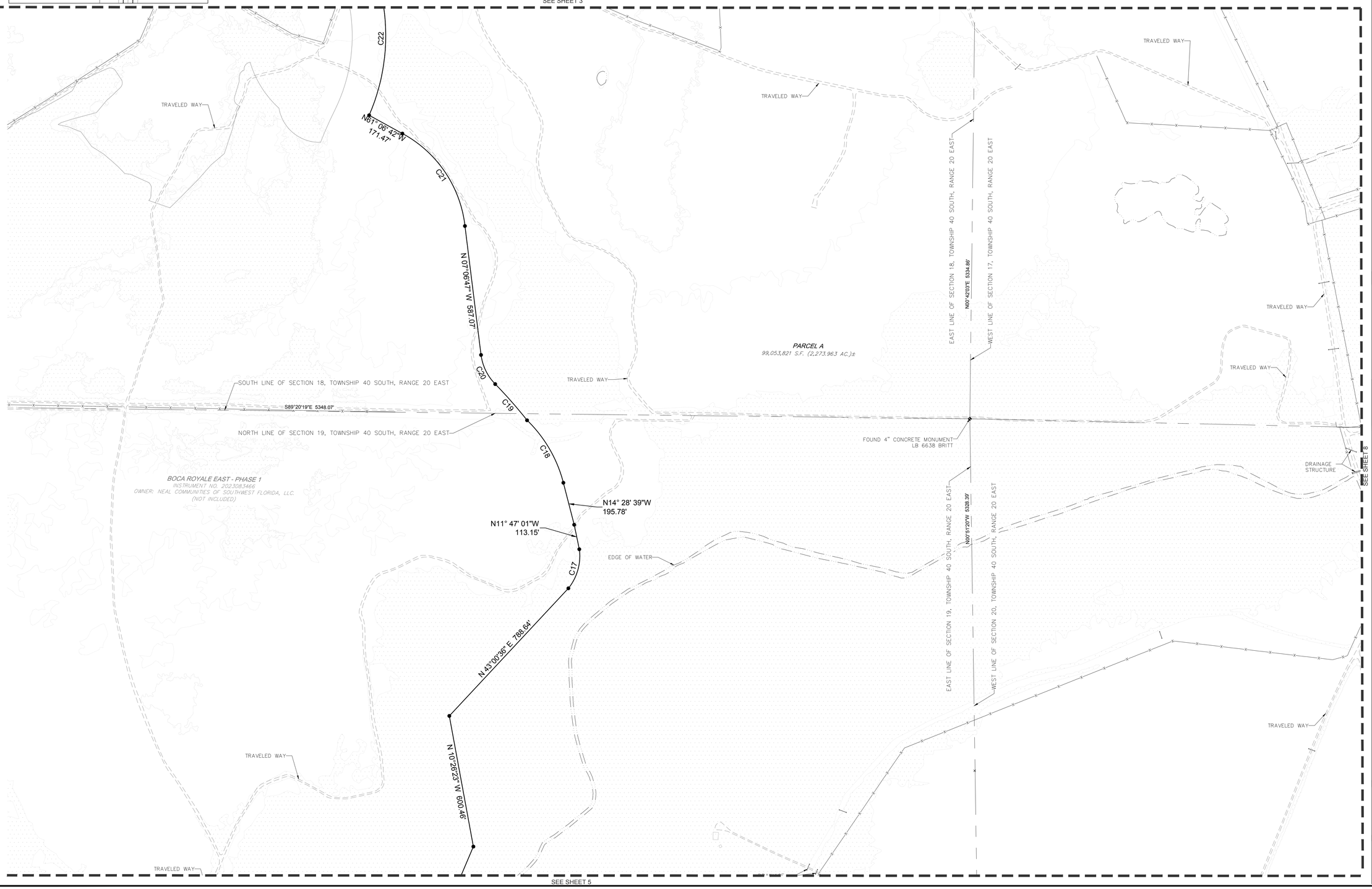
MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SEE SHEET 1 FOR LEGEND

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C17	235.00'	188.20'	45°53'09"	N15°37'39"E	183.21'
C18	605.00'	330.66'	31°18'52"	N30°09'02"W	326.56'
C19	2072.08'	217.91'	6°01'32"	N41°19'32"W	217.81'
C20	227.13'	149.32'	37°40'01"	N25°56'48"W	146.64'
C21	545.08'	524.25'	55°06'21"	N34°05'32"W	504.27'
C22	900.00'	713.10'	45°23'50"	N00°52'32"E	694.59'

SEE SHEET 3



SEE SHEET 5

SEE SHEET 8

12260 EVERGLOW DR.
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CAGE CIVIL ENGINEERING

REVISIONS
1 REVISED LABELS
2 REVISED BOUNDARY

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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM : GDP
DATE : 04/07/2025
SCALE : 1" = 200'

SHEET NUMBER
4 OF 12

PLOT DATE: 7/10/25 AT 1:44 AM
FILE PATH: E:_PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

SHEET MAP

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

0 200' 400'
1" = 200' (HORIZONTAL)

SEE SHEET 1 FOR LEGEND

SEE SHEET 4

S89° 12' 51"E
169.91'

FOUND IRON ROD
PRM LB 8342

S00° 47' 09"W
54.02'

S89° 12' 51"E
29.96'

FOUND IRON ROD
UNDER WATER

FOUND IRON ROD
UNDER WATER
0.16' SOUTHWEST

FOUND IRON ROD
PRM LB 8342

N 00°47'08" E 426.65'

FOUND CONCRETE MONUMENT
RLS 2612

WEST LINE OF SECTION 19,
TOWNSHIP 40 SOUTH, RANGE 20 EAST

FENCE
0.7' EAST

TANGERINE WOODS, PHASE I
INSTRUMENT NO. 2006136134
BOOK 25, PAGE 36

N 00°47'10" E 2654.97'

S 00°47'09" W 2757.61'

PARCEL 301
INSTRUMENT NO. 2008060371
OWNER: SARASOTA COUNTY
(NOT INCLUDED)

N 00°47'09" E 2215.15'

TRAVELED WAY

BOCA ROYALE EAST - PHASE 1
INSTRUMENT NO. 202308346
OWNER: NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC.
(NOT INCLUDED)

600.46'

N 23°03'06" E 1367.66'

S 58°42'27" E 666.92'

S 84°52'31" E 722.42'

TRAVELED WAY

DRAINAGE
STRUCTURE

DRAINAGE
STRUCTURE

PARCEL A
99,053,821 S.F. (2,273.963 AC.)±

EAST LINE OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST

N00°51'20"W 5328.39'

WEST LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST

SEE SHEET 6

S 89°12'05" E 1118.72'

FENCE 1.3'
NORTH &
0.3' WEST

TRAVELED WAY

FENCE 0.8'
SOUTH

SOUTH LINE OF THE SOUTHWEST
QUARTER OF SEC 19-T40S-R20E

N 89°12'13" W 2750.67'

SOUTHWEST CORNER OF
SEC 19-T40S-R20E
FOUND 4" CONCRETE MONUMENT,
SARASOTA COUNTY

FOUND IRON ROD
PSM 5584

FOXWOOD CONDOMINIUM
BOOK 22, PAGE 7
(NOT INCLUDED)

FENCE 0.9'
SOUTH

SOUTH QUARTER CORNER OF
SEC 19-T40S-R20E
FOUND CONCRETE MONUMENT
(NO ID)

FENCE 4.4'
NORTH

FENCE 2.5'
NORTH

FENCE 0.1'
SOUTH

FOUND CONCRETE MONUMENT
LB 4334 PRM

N 89°07'10" W 2750.02'

FOUND CONCRETE MONUMENT
LB 4334 PRM

SOUTH LINE OF THE SOUTHEAST
QUARTER OF SEC 19-T40S-R20E

FENCE 0.2'
NORTH

FENCE
0.6' NOR

UNPLATTED LANDS
BOOK 931, PAGE 994
(NOT INCLUDED)

SOUTHEAST CORNER OF SEC
19-T40S-R20E
FOUND 4" CONCRETE MONUMENT
SARASOTA COUNTY

12260 EVERGLOW DR.
SUITE A6
VENICE, FL 34293
P: 630.598.0007
WWW.CAGECIVIL.COM

CAGE CIVIL ENGINEERING

REVISIONS
1 REVISED LABELS
2 REVISED BOUNDARY

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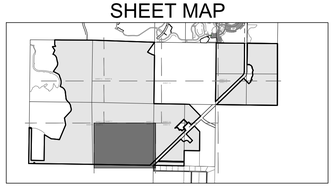
WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

SHEET NUMBER
5 OF 12

PLOT DATE: 7/18/25 AT 4:44 AM
FILE PATH: C:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

SHEET MAP



MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

0 200' 400'
1" = 200' (HORIZONTAL)

SEE SHEET 1 FOR LEGEND

SEE SHEET 4

SEE SHEET 7

SEE SHEET 5

SEE SHEET 9

EAST LINE OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST

N00°51'20"W 5328.39'

WEST LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST

TRAVELED WAY

TRAVELED WAY

PARCEL A
99,053,821 S.F. (2,273,963 AC.)±

EAST LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST

S00°36'46"W 5284.40'

WEST LINE OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST

FENCE
0.6' NORTH

SOUTH LINE OF THE SOUTHWEST QUARTER OF SEC 20-T40S-R20E

FENCE
0.9' NORTH

SOUTH LINE OF THE SOUTHEAST QUARTER OF SEC 20-T40S-R20E

FENCE
2.4' NORTH

FENCE
1.0' SOUTH

FENCE
2.0' SOUTHEAST

FENCE
2.3' NORTH &
1.7' NORTHWEST

FENCE
3.1' SOUTH &
2.5' SOUTHEAST

FENCE
3.7' NORTH

FENCE 5.0'
NORTH

SOUTH LINE

N 89°10'18" W 2597.83'

N 89°11'46" W 1298.39'

N 89°11'24" W 1016.49'

1298.66'

S 45°58'11" W 396.47'

282.17'

50.73'

N 45°58'11" E 464.60'

S 45°58'11" W 1237.67'

N

SOUTHEAST CORNER OF SEC
19-T40S-R20E
FOUND 4" CONCRETE MONUMENT
SARASOTA COUNTY

SOUTH QUARTER CORNER OF
SECTION 20-T40S-R20E
FOUND 4" CONCRETE MONUMENT
NO ID

FOUND CONCRETE MONUMENT
SARCO PLS 186

SOUTHWEST CORNER
21-T40S-R20E
FOUND 5/8" REBAR
IN PAVEMENT CUTOUT

FOUND IRON ROD

UNPLATTED LANDS
BOOK 931, PAGE 994
(NOT INCLUDED)

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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

SHEET NUMBER
6 OF 12

PLOT DATE: 7/18/25 AT 1:45 AM
FILE PATH: E:_PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

SHEET MAP

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

0 200' 400'
1" = 200' (HORIZONTAL)

SEE SHEET 1 FOR LEGEND

SEE SHEET 8

TRAVELED WAY
TRAVELED WAY
DRAINAGE STRUCTURE
PARCEL A
99,053,821 S.F. (2,273.963 AC.)±
DRAINAGE STRUCTURE
TRAVELED WAY
TRAVELED WAY
FENCE 2.4' WEST
N00°42'03"E 5334.86'
WEST LINE OF SECTION 17, TOWNSHIP 40 SOUTH, RANGE 20 EAST
EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S 00°45'27" W 4158.34'
WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST
SOUTH LINE OF SECTION 17, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S88°44'01"E 5330.20'
NORTH LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST
FENCE 1.1' WEST & 0.3' NORTH
FOUND 4" CONCRETE MONUMENT NO ID
S 89°08'18" E 2642.50'
FENCE 0.7' NORTH
EDGE OF WATER
DRAINAGE STRUCTURE
TRAVELED WAY
N00°51'20"W 5328.39'
WEST LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST
EAST LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S00°35'48"W 5284.40'
WEST LINE OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST
TRAVELED WAY
TRAVELED WAY
DRAINAGE STRUCTURE
TRAVELED WAY
DRAINAGE STRUCTURE
DRAINAGE STRUCTURE
EDGE OF WATER

SEE SHEET 4
SEE SHEET 10
SEE SHEET 6

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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

SHEET NUMBER
7 OF 12

PLOT DATE: 7/1/25 AT 1:45 AM
FILE PATH: L:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

SHEET MAP

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

N

0 200' 400'

1" = 200' (HORIZONTAL)

SEE SHEET 1 FOR LEGEND

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C25	2135.00'	104.08'	2°47'35"	S36°51'28"W	104.07'
C26	1000.00'	300.60'	17°13'23"	S63°08'49"E	299.47'

WELLEN PARK GOLF & COUNTRY CLUB PHASE 1A
BOOK 56, PAGE 75
(NOT INCLUDED)

FOUND IRON ROD
RWA INC PRM LB 6952
THEAST CORNER OF SEC. 18–T40S–R20E
TION ESTABLISHED BASED ON TIES TO
UMENT RECORDS AND FOUND SECTION CORNERS.

FENCE 1.4' SOUTH

FOUND IRON ROD
RWA INC PRM LB 6952

S 88°05'46" E 5336.32'

FOUND IRON ROD
RWA INC PRM LB 6952

FENCE 0.4' SOUTH

NORTH LINE OF SECTION 18,
TOWNSHIP 40 SOUTH, RANGE 20 EAST

FENCE 5.0' SOUTH

FOUND IRON ROD
RWA INC PRM LB 6952

FOUND IRON ROD
RWA INC PRM LB 6952

FENCE 0.8' SOUTH

FOUND IRON ROD 0.17' N
RWA INC PRM LB 6952

WELLEN PARK GOLF & COUNTRY CLUB PHASE 1A
BOOK 56, PAGE 75
(NOT INCLUDED)

FENCE 4.4' WEST

C25

FOUND CONCRETE MONUMENT
SANDSHELL, NORTHWEST CORNER
SEC 16–T40S–R20E

S 35°27'53" W 935.32'

1117.10'

TRACT F
INSTRUMENT NO. 202412877A
OWNER: TAYLOR MORRISON OF FLORIDA, INC.
(NOT INCLUDED)

S54° 32' 07"E
96.77'

FOUND IRON ROD
LB 7832

C26

S71° 45' 30"E
257.26'

FOUND IRON ROD
LB 7832

FOUND IRON ROD
LB 7832
0.4' WEST

FENCE 0.3' WEST

PARCEL A
99,053,821 S.F. (2,273,963 AC.)±

SEE SHEET 3

DRAINAGE STRUCTURE

DRAINAGE STRUCTURE

DRAINAGE STRUCTURE

TRAVELED WAY

TRAVELED WAY

TRAVELED WAY

FENCE 1.7' WEST

EAST LINE OF SECTION 17, TOWNSHIP 40 SOUTH, RANGE 20 EAST

S 00°45'27" W 4158.34'

S00°45'27"W 3575.46'

WEST LINE OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST

PART OF SEC. 16
INSTRUMENT NO. 202412370 4
OWNER: TAYLOR MORRISON OF FLORIDA, INC.
(NOT INCLUDED)

SEE SHEET 7

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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM : GDP
DATE : 04/07/2025
SCALE : 1" = 200'

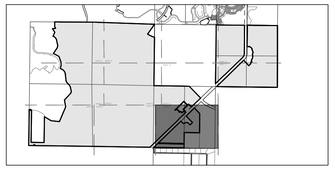
SHEET NUMBER
8 OF 12

PLOT DATE: 7/16/25 AT 4:45 AM
FILE PATH: I:_PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SHEET MAP



LINE TABLE		
LINE #	DIRECTION	LENGTH
L75	N61° 12' 33"E	95.75'
L76	N87° 43' 01"E	117.40'
L77	S45° 00' 35"E	149.83'
L78	S26° 34' 18"E	89.62'
L79	S34° 31' 02"E	49.50'
L80	N68° 55' 13"E	137.11'
L81	S44° 02' 50"E	145.92'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L82	S44° 02' 50"E	75.21'
L83	S45° 57' 10"W	39.98'
L84	S44° 02' 50"E	123.85'
L85	S81° 29' 11"E	77.89'
L86	N45° 02' 09"E	58.25'
L87	S43° 25' 09"E	205.68'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C27	225.00'	359.50'	91°32'43"	S89°11'30"E	322.46'

0 200' 400'
1" = 200' (HORIZONTAL)

SEE SHEET 1 FOR LEGEND

SEE SHEET 10

SEE SHEET 7

SEE SHEET 6

STORMWATER MANAGEMENT AREA
INSTRUMENT NO. 2008060371
OWNER: SARASOTA COUNTY
(NOT INCLUDED)

FENCE 0.1' WEST

EDGE OF WATER

DRAINAGE STRUCTURE

PARCEL A
99,053,821 S.F. (2,273.963 AC.)±

TRAVELED WAY

FOUND 0.55' SOUTHWEST

FOUND CONCRETE MONUMENT

N45° 57' 10"E 289.58'

S 45°57'10" W 926.07'

N 45°56'43" E 2528.64'

S 43°51'52" E 660.72'

WINCHESTER BOULEVARD
(PREVIOUSLY GINSSINGER ROAD)
BOOK 2097, PAGE 396
(NOT INCLUDED)

FOUND 0.2' SOUTH

FOUND 0.2' NORTH

FOUND 5/8" IRON ROD

S44° 02' 57"E 11.00'

S 45°58'15" W 425.82'

PARCEL 201
INSTRUMENT NO. 2008060371
OWNER: SARASOTA COUNTY
(NOT INCLUDED)

N 43°51'52" W 771.45'

TRAVELED WAY

S 00°33'44" W 1651.91'

S44° 02' 47"E 285.40'

C27

L86

L85

L87

FOUND IRON ROD NO ID

N46° 21' 22"E 294.90'

FOUND IRON ROD NO ID

SOUTH RIVER ROAD
INSTRUMENT NO. 2008060371
INSTRUMENT NO. 2008060374
INSTRUMENT NO. 2000163556
(NOT INCLUDED)

N 45°58'15" E 425.86'

S 45°58'06" W 1299.84'

N 45°58'06" E 1299.83'

EAST LINE OF THE SOUTHWEST QUARTER OF SEC 21–T40S–R20E

WEST LINE OF THE SOUTHEAST QUARTER OF SEC 21–T40S–R20E

PARCEL B
5,215,964 S.F. (119.742 AC.)±

UNPLATTED LANDS
INSTRUMENT NO. 2014062918
OWNER: WINCHESTER FLORIDA RANCH, LLLP.
(NOT INCLUDED)

EAST LINE OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST

WEST LINE OF SECTION 22, TOWNSHIP 40 SOUTH, RANGE 20 EAST

S00°33'53"W 5316.72'

EAST LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST

WEST LINE OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST

S00°35'46"W 5284.40'

S 45°58'11" W 1237.67'

N 45°58'11" E 863.35'

FENCE 0.4' EAST

FENCE 3.7' SOUTH & 3.5' SOUTHEAST

FENCE 2.3' NORTH & 1.1' NORTHWEST

S 45°58'11" W 396.47'

N 45°58'11" E 464.60'

FENCE SOUTH

FENCE 2.0' SOUTHEAST

50.73'

282.17'

FENCE 3.7' NORTH

SOUTH LINE OF THE SOUTHWEST QUARTER OF SEC 21–T40S–R20E

SOUTHWEST CORNER 21–T40S–R20E FOUND 5/8" REBAR IN PAVEMENT CUTOUT

FENCE 5.0' NORTH

FOUND 5/8" IRON ROD LEANING SOUTHWEST

N 88°46'20" W 2594.41'

N88°46'20"W 2645.14'

FOUND IRON ROD PRM LB 3943

ENGLEWOOD FARM ACRES SUBDIVISION
BOOK 22, PAGE 28
(NOT INCLUDED)

FOUND CONCRETE MONUMENT NO ID

FOUND 4" CONCRETE MONUMENT PLS 2479

POINT OF BEGINNING

N88°48'11"W 1322.34'

N 88°53'12" W 1322.23'

POINT OF BEGINNING

FOUND 4" CONCRETE MONUMENT RLS 1364

S00°34'08"W 5301.31'

FOUND 4" CONCRETE MONUMENT RLS 1364

FLORIDA POWER & LIGHT
BOOK 986, PAGE 904
OWNER: FLORIDA POWER & LIGHT COMPANY
(NOT INCLUDED)

S 00°33'54" W 945.34'

N 88°46'20" W 2213.44'

S 88°46'20" E 2263.57'

FOUND CONCRETE MONUMENT NO ID

FOUND 4" CONCRETE MONUMENT BROKEN

S00° 34' 08"W 330.02'

N00°33'44"E 1327.28'

TRAVELED WAY

FOUND 1" PIPE

FOUND 4" CONCRETE MONUMENT BROKEN

SOUTHEAST CORNER OF SEC 21–T40S–R20E FOUND CONCRETE MONUMENT PRM 3547

FOUND IRON ROD PRM LB 3943

N88°48'20"W 1322.26'

SOUTH LINE OF THE SOUTHEAST QUARTER OF SEC 21–T40S–R20E

ENGLEWOOD FARM ACRES
(NOT INCLUDED)

UNPLATTED LANDS
BOOK 2097, PAGE 396
(NOT INCLUDED)

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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM : GDP
DATE : 04/07/2025
SCALE : 1" = 200'

SHEET NUMBER
9 OF 12

PLOT DATE: 7/10/25 AT 4:46 AM
FILE PATH: E:_PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

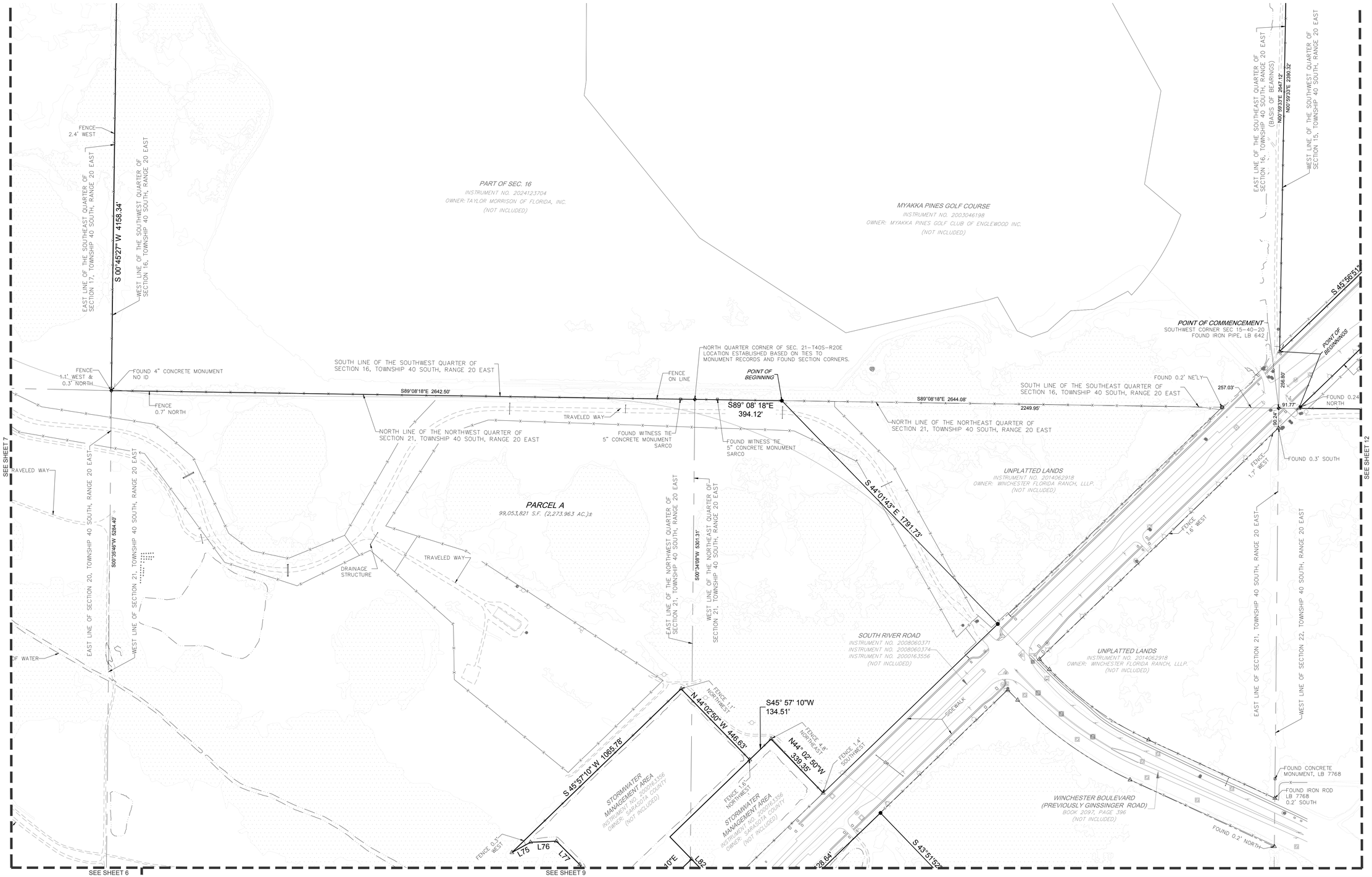
SHEET MAP

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SEE SHEET 1 FOR LEGEND

LINE TABLE		
LINE #	DIRECTION	LENGTH
L75	N61° 12' 33"E	95.75'
L76	N87° 43' 01"E	117.40'
L77	S45° 00' 35"E	149.83'
L80	N68° 55' 13"E	137.11'
L82	S44° 02' 50"E	75.21'



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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM : GDP
DATE : 04/07/2025
SCALE : 1" = 200'

SHEET NUMBER
10 OF 12

PLOT DATE: 7/18/25 AT 5:12 PM
FILE PATH: I:_PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

SHEET MAP

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

0 200' 400'
1" = 200' (HORIZONTAL)

SEE SHEET 1 FOR LEGEND

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C28	50.00'	60.64'	69°29'11"	N14°42'42"W	56.99'
C29	55.00'	50.94'	53°04'04"	N22°55'03"W	49.14'
C30	50.00'	42.25'	48°24'35"	N20°35'14"W	41.00'
C31	150.00'	171.57'	65°32'07"	N12°01'25"W	162.37'

SEE SHEET 12

PARCEL C
25,788,615 S.F. (592.025 AC.)±

SOUTH RIVER ROAD
INSTRUMENT NO. 2008060371
INSTRUMENT NO. 2008060374
INSTRUMENT NO. 2020163556
(NOT INCLUDED)

PARCEL 202
INSTRUMENT NO. 2008060371
OWNER: SARASOTA COUNTY
(NOT INCLUDED)

EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST

WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST

S00°29'25"W 2647.46'

S89°47'19"E 5284.49'

EAST QUARTER CORNER SEC 15-40-20
FOUND CONCRETE MONUMENT

FENCE 2.4' WEST

FENCE 0.8' WEST

TRAVELED WAY

N60° 22' 18"W
188.25'

N32° 42' 31"W
144.47'

C31

C30

C29

C28

N20° 01' 46"E
165.04'

N09° 45' 21"W
198.48'

N10° 32' 59"E
77.82'

N24° 01' 29"E
246.18'

N16° 16' 56"E
52.07'

N35° 57' 16"W
117.85'

N45° 58' 19"E
25.22'

N87° 27' 37"E
86.98'

N05° 31' 58"E
149.54'

Δ=45°41'13" R=459.31' L=366.25'
S23° 11' 37"W 356.62'

FENCE 2.2' WEST

S 45°58'19" W 740.37'

N 45°58'19" E 740.22'

S 44°01'21" E 622.75'

N45° 58' 39"E
223.39'

FENCE 4.0' WEST

S 45°58'32" W 1300.03'

N 45°58'32" E 1300.02'

S45° 58' 20"W
129.62'

N44° 02' 50"W
10.94'

N45° 58' 20"E
129.64'

FENCE 4.3' NORTH

FOUND 0.2' NORTH

SITE BENCHMARK
NGS BM "Q 697"
EL = 10.08'

S 45°56'51" W 1070.05'

N 45°56'43" E 1186.42'

FENCE 1.5' NORTH

POINT OF COMMENCEMENT
SOUTHWEST CORNER SEC 15-40-20
FOUND IRON PIPE, LB 642

POINT OF BEGINNINGS

FOUND 0.2' NE'LY

257.03'

266.80'

91.77'

90.24'

FOUND 0.24' NORTH

FOUND 0.3' SOUTH

FENCE 1.7' WEST

SEE SHEET 10

SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST

N89°21'37"W 2556.07'

N89°21'37"W 2647.84'

NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 SOUTH, RANGE 20 EAST

FENCE 3.7' NORTH

POLE 5.0' SOUTH

POLE 2.8' SOUTH

SOUTH QUARTER CORNER OF SEC 15-40-20
FOUND CONCRETE MONUMENT, NO I.D.

GUY WIRE 1.9' NORTH

POLE 5.3' SOUTH

UNPLATTED LANDS
BOOK 2785, PAGE 1890
(NOT INCLUDED)

SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST

N89°25'43"W 2676.61'

NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 SOUTH, RANGE 20 EAST

FENCE 0.4' NORTH & 0.2' EAST

SOUTHEAST CORNER SEC 15-40-20
FOUND 3" CONCRETE MONUMENT, SANDSHELL

EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST
(BASIS OF BEARINGS)

N00°59'33"E 2647.12'

N00°59'33"E 2390.32'

WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST

S00°34'59"W 5295.92'

EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST

S00°07'53"W 2683.49'

12260 EVERGLOW DR.
SUITE A6
VENICE, FL 34293
P: 630.598.0007
WWW.CAGECIVIL.COM

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REVISIONS
1 REVISED LABELS
2 REVISED BOUNDARY

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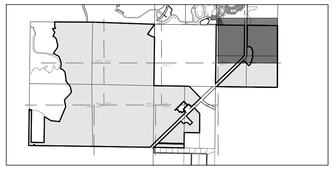
WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

SHEET NUMBER
11 OF 12

PLOT DATE: 7/16/25 AT 1:45 AM
FILE PATH: L:_PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

SHEET MAP

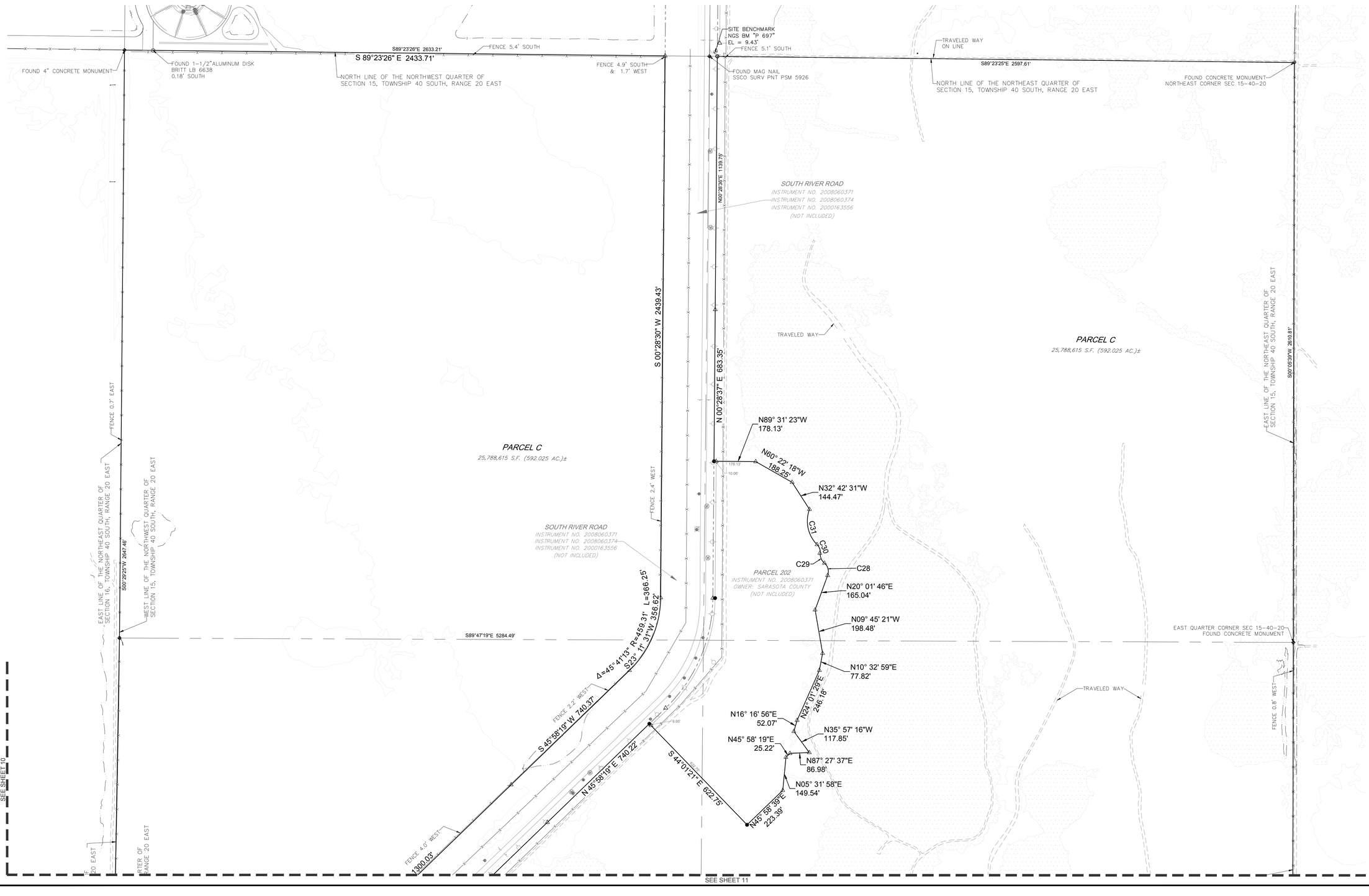


MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SEE SHEET 1 FOR LEGEND

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C28	50.00'	60.64'	69°29'11"	N14°42'42"W	56.99'
C29	55.00'	50.94'	53°04'04"	N22°55'03"W	49.14'
C30	50.00'	42.25'	48°24'35"	N20°35'14"W	41.00'
C31	150.00'	171.57'	65°32'07"	N12°01'25"W	162.37'



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REVISIONS
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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM : GDP
DATE : 04/07/2025
SCALE : 1" = 200'

SHEET NUMBER
12 OF 12

PLOT DATE: 7/18/25 AT 4:46 AM
FILE PATH: L:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

PROJECT NARRATIVE, JUSTIFICATION, AND ANALYSIS

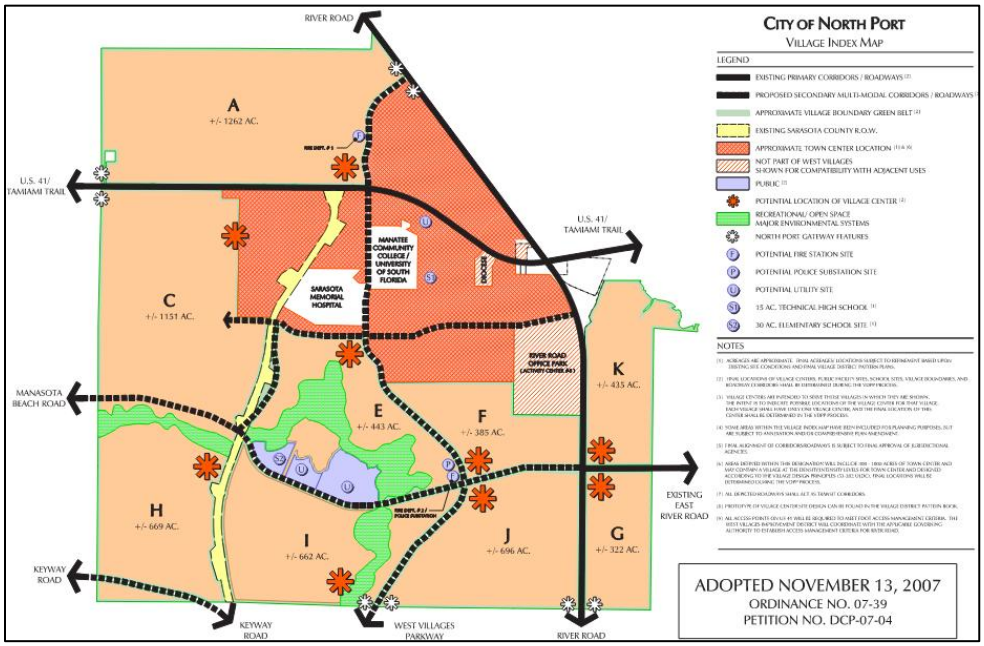
I. PROPERTY, APPLICATION, AND PROJECT OVERVIEW

A. The Winchester Property

Winchester Florida Ranch, LLLP, a Florida limited liability limited partnership (**"Winchester"**), is the owner of the real property located in unincorporated Sarasota County, Florida (the **"County"**), comprising approximately 3,148 acres, more or less, generally identified by Sarasota County PID Nos. 0821001000, 0821003000, 0825001000, 0827001000, 0829001000, 0830001000, 0831001000, 0833001000, and 0833001001, and as generally depicted on the Location Map included within Appendix A (the **"Winchester Property"**). A Map Series Package of all maps related to this project may be found within Appendix A submitted with this application.

The Winchester Ranch at Wellen Park Critical Area Plan (the **"Winchester Ranch CAP"** or the **"CAP"**; discussed in further detail below) includes approximately 3,855.58 acres, while the acreage of the Winchester Property that is the subject of this Large-Scale Comprehensive Plan Amendment Application (**"CPA"**) is approximately 3,148 acres. Although all lands subject to this CPA are within the CAP boundary, there are some lands within the CAP boundary that have been excluded from this CPA because they are not owned by Winchester.

The Winchester Property is bounded by the City of North Port (**"North Port"**) to the north and east. Within North Port is the development of the West Villages. The West Villages have an improvement district, the West Villages Improvement District (the **"District"** or **"WVID"**), which is an independent special district created by Chapter 2004-456, *Laws of Florida*, as amended, pursuant to Chapter 189, *Florida Statutes*. The map below shows the West Villages with each Village broken out, designated by letter. The Winchester Property is located contiguously and along the southern perimeter of the West Villages and is included in the territorial boundaries of the District. The District is responsible for partnering with landowners (and other appropriate governmental entities) to examine the need for certain public infrastructure, and addressing the funding, planning, design, permitting, and construction of such public infrastructure.



B. Sarasota County Charter Requirement

Winchester has filed an application with North Port to voluntarily annex the Winchester Property into North Port (the **"Annexation Application"**). The Record Number for the Annexation Application is PAX-25-01290.

Section 3.3B(1) of the Sarasota County Charter, requires that in order for property lying outside the Urban Service Area as shown on the Future Land Use Map of Sarasota County dated November 2006 (the **"2006 FLUM"**) to be annexed into a municipality, the municipality must file an application to amend the Sarasota County Comprehensive Plan (the **"Comprehensive Plan"**) to change the Future Land Use Designation on property that is being annexed. The 2006 FLUM is included within Appendix A. Since the Winchester Property lies outside the Urban Service Area on the 2006 FLUM, Winchester, on behalf of North Port and itself, is seeking an amendment to the Sarasota County Comprehensive Plan to apply the Moderate Density Residential ($\geq$ 2 and < 5 DUs /acre) and Major Employment Center Future Land Use Designations to the Winchester Property. The current Future Land Use Designations of the Winchester Property are Rural, Semi-Rural, Moderate Density Residential ($\geq$ 2 and < 5 DUs /acre), and Major Employment Center.

The Annexation Application currently shows that the entirety of the Winchester Property will be annexed into North Port. However, as addressed below, to comply with the requirements of Chapter 171, *Florida Statutes*, certain small portions of the Winchester Property will not be annexed into North Port and will remain in the County. In particular, on the east side of S. River Road, there are two parcels of property owned by the County (Sarasota County PID Nos. 0821002000 and 0834001000), both of which are stormwater facilities completely surrounded by the Winchester Property. To comply with the requirements of Chapter 171, *Florida Statutes*, the small strips of the Winchester Property between the two parcels of property owned by the County and S. River Road will likely remain in the County. Nevertheless, to ensure consistency in the Future Land Use Designations of the entirety of the Winchester Property, this CPA includes the entirety of the Winchester Property. Additionally, no portions of S. River Road or Winchester Boulevard adjacent to the Winchester Property will be annexed into North Port; these portions of S. River Road and Winchester Boulevard will remain in the County.

C. Project History

The County has contemplated and supported the framework for development within the Winchester Property since at least 2014. The Winchester Property was formerly located within the Future Urban Area, which was a special designated area where growth and development was anticipated. There have been many necessary steps taken thus far to reach the goal of ultimately developing the Winchester Property. The history section below offers a timeline and summary of these steps. There are additional approvals that will need to occur before any development commences within the Winchester Property, such as a comprehensive plan amendment and a rezoning (applications to be filed later with North Port). All Ordinances referenced in this narrative can be found in Appendix B submitted with this application.

- Englewood Area Sector Plan
  The Sarasota County Board of County Commissioners (the **"Board"**) approved the Englewood Area Sector Plan No. 85-1-SP by adopting Resolution No. 86-480 on October 21, 1986. A portion of the Winchester Property is within the Englewood Area Sector Plan.

- Pine Street, Dearborn Street, South River Road Sector Plan
  The Pine Street/Dearborn Street/South River Road Sector Plan was adopted on June 14, 1994, by Ordinance No. 93-059. Approximately 1,477 acres of the Winchester Ranch CAP are located within this Sector Plan No. 89-01-SP. As outlined in Attachment "G" of the supporting documents for the Winchester Ranch CAP, the adopting ordinance for the Winchester Ranch CAP will

supersede the Pine Street, Dearborn Street and South River Road Sector Plan. A review of the Pine Street, Dearborn Street and South River Road Sector Plan Conditions for Development Approval found that many of the Conditions for Development Approval are not applicable to the Winchester Property and were superseded by the CAP.

- 2015 CPA (setting up the foundation for Winchester Ranch CAP)
  On December 8, 2015, the Board approved Comprehensive Plan Amendment (CPA) 2015-B by adopting Ordinance No. 2015-067. This ordinance amended Chapter 9 of the Comprehensive Plan relating to Future Land Use Policies and support text for the Future Urban Area. Approval of this amendment allows a residential density to increase to 1.99 units/acre for those properties that are within the Future Urban Area, and the blending of densities across the Future Urban Service Area and Urban Service Area subject to an approved Critical Area Plan. The purpose of this requested CPA was to establish a framework for creating the Winchester Ranch CAP. In summary, there were three concepts considered when approving this amendment:

  1. The County recognized the subject Future Urban Area was eligible for the Critical Area Planning program/process;
  2. Allowed for the subject Future Urban Area to be eligible for up to 1.99 units/acre with the adoption of the CAP; and
  3. The Future Urban Area became eligible for a blending of residential land use density from adjacent common ownership lands located inside the County's Urban Service Area Boundary.

- 2018 Scope of Work for the Winchester Ranch CAP
  The Board adopted Resolution 2018-184 for the Boundaries and Scope of Work for the Winchester Ranch CAP. This scope outlines ten (10) elements Winchester needed to include with their study when submitting their request for the CAP. The Scope of Work elements were intended to ensure consistency with the Comprehensive Plan by providing an area-wide assessment of historical, environmental, drainage, transportation systems, and other urban services and facilities within the CAP study area, assessing future development potential within the Study Area, ensuring compatibility with surrounding development, and ensuring that the necessary services and infrastructure would be available to serve the development within the Study Area.

- Winchester Ranch at Wellen Park CAP 2021
  As previously mentioned, the Winchester Property is located within the Winchester Ranch CAP. The CAP was approved on April 21, 2021, by adoption of Ordinance No. 2021-014. There are two parts to the Winchester Ranch CAP, including the Winchester Ranch at Wellen Park Index Map Series and Conditions for Development Approval. Additional information about the Winchester Ranch CAP is included in the Analysis Section below.

- 2021 EAR-based Comp Plan Amendment moving the USB
  On June 9, 2021, the Board adopted Ordinance No. 2021-023 approving Comprehensive Plan Amendments based upon the evaluation and appraisal of the Comprehensive Plan.

  The Evaluation and Appraisal Report (EAR) is a State-mandated review of the Comprehensive Plan to include legislative changes/updates. At minimum, every seven (7) years, pursuant to Rule Chapter 73C-49, Florida Administrative Code, local governments evaluate if there is a need to amend their Comprehensive Plans to reflect changes in state requirements and changing conditions within the County since the last Comprehensive Plan update.

One of the amendments included in this EAR cycle was an amendment to eliminate the Future Urban Area. As previously explained, the Winchester Property was within the Future Urban Area. The 2006 Future Land Use Map shows the Future Urban Area as a dashed line. This EAR cycle included an evaluation of eliminating the Future Urban Area; however, the Sarasota County Charter (Section 2.2A (2) (1)) states: if adding lands outside the Urban Service Area boundary to the Urban Service Area, these lands shall be fiscally neutral and shall require the unanimous affirmative vote of the full membership of the County Commission (Board).

As such, the County contracted with a consultant to conduct the required Fiscal Neutrality Analysis. A conclusion of fiscal neutrality was reached with each department or district included in the scope of the analysis. As such, this amendment brought the Winchester Ranch at Wellen Park CAP into the Urban Service Area.

- Year 2040 Future Thoroughfare Plan Amendment
  On October 25, 2022, the Board adopted Ordinance No. 2022-045, amending Maps 10-8 and 10-9 of the 2040 Future Throughfare Plan of the Future Land Use Chapter of the Comprehensive Plan.

  The following roadways, relevant to the Winchester Ranch CAP, are shown on the Sarasota County Year 2040 Future Thoroughfare Plan and included in Table 10-5 within Ordinance No. 2022-045.

  - River Road – 4-lane major arterial
  - Preto Boulevard[1] – 4-lane major arterial
  - Keyway Road – 4-lane major arterial
  - Winchester Boulevard – 4-lane major arterial

II. Analysis

As detailed below, the proposed amendment is consistent with: (1) the Winchester Ranch CAP (No. 2018-01-SP) adopted by the Sarasota County Board of County Commissioners on April 21, 2021, by way of Ordinance No. 2021-014, (2) the currently adopted Future Land Use Map (the **"FLUM"**), which shows the Winchester Property entirely within the Urban Service Area and no longer in the Future Urban Service Area, and (3) the 2050 RMA Map which shows the Winchester Property as Urban/Suburban RMA and Economic Development RMA. The FLUM and the 2050 RMA Map are both provided within Appendix A.

A. Winchester Ranch CAP

1. Overview

The Winchester Ranch at Wellen Park CAP was designed to encourage a form of development that is consistent with the larger West Villages Improvement District, which extends across jurisdictions into North Port. The District encourages development that allows a variety of land uses, respects native habitats, and provides a transition of land uses with proper timing and location of adequate public facilities. One of the aims of the Winchester Ranch CAP is to foster well-planned development at the right location, and at densities and intensities adequate to support the extension of necessary public facilities and services, including potable water, wastewater, reuse water, parks, libraries, schools, emergency services, roads, bicycle and pedestrian access and transit service.

The Winchester Ranch CAP includes an Index Map Series. Shown on Figure 2 of the Index Map Series is the Future Land Use Plan (Map), The outcome of the CAP was dividing the CAP area into nine (9)

[1] Preto Boulevard is referred to as Pine Street in Updated Table No. 10-5, Future Thoroughfare Plan Roads

communities. Three (3) of these nine (9) communities contain Commercial Uses, and one (1) also includes major Industrial/Warehouse uses. The second page of Figure 2 is a Table showing the allocated development per community and general notes. Other maps included in the Index Map Series are the CAP Boundary Map, Transportation and Infrastructure Plan, and an Environmental Features Map.

The Winchester Ranch CAP also includes Conditions for Development Approval. It is important to note that the adopted CAP is not a "development order" and does not by itself permit development on the property. The conditions are intended to be used in evaluating and coordinating all future requests for development approvals for all lands within the CAP. The conditions are organized by discipline, with general conditions first. A series of modifications to the Sarasota County Unified Development Code (the **"UDC"**) were requested and approved as part of the CAP. These modifications are included in the "General" section.

The CAP also established a set number of residential dwelling units not to exceed 8,999 units, a maximum of 100,000 square feet of Industrial/Warehouse uses, and a maximum of 100,000 square feet of Commercial uses (see Figure 2 in Ordinance No. 2021-014). A development tracking chart is required to be submitted with every Site Development (S&D) submittal to the County.

2. Boca Royale East

Since the adoption of the CAP, only one entitlement project has been processed within the Winchester Ranch CAP, known and referred to as "Boca Royale East". Notably, Boca Royale East is not owned by Winchester and is not included in this CPA. Boca Royale East is located on the west side of the CAP and indicated on the Surrounding Development Map (Appendix A).

The Board adopted Ordinance No. 2022-095, approving Rezone Petition No. 21-25 Boca Royale East. The project was approved for 825 residential units. To date, only one S&D (23 111441 00 DS) application for Boca Royale East has been submitted and approved for Phases 1A-1C. A development tracking chart was included in the submittal showing development for 825 units and how many units are allocated per phase.

3. Myakka Pines (Esplanade at Myakka Pines)

As shown on the Surrounding Development Map, the Myakka Pines development is generally located within the northeast portion of the CAP. This development is not included in the CAP, nor is it part of this CPA or the Winchester Property. The Board previously adopted Ordinance No. 2023-019 for Myakka Pines, approving Rezone Petition No. 22-50 for 677 residential units.

Shown on the Annexation Area Map is Tract F. Tract F was previously included in the CAP boundary but has since been removed. This tract belongs to the Myakka Pines development to be used as an additional access point from the Future West Villages Parkway Expansion (as shown on Map C-1 Master Land Use Plan within Ordinance No. 2023-019).

4. Environmental

In June 2019, Environmental Consulting and Technology, Inc. (**"ECT"**) assembled an Environmental Assessment Report (found within Appendix C to this CPA) of the Winchester Ranch CAP in compliance with the Scope of Work (Ordinance No. 2018-184) for the CAP. The report includes a soils survey, habitats and land uses (uplands and wetlands and surface waters), listed species, and a variety of maps. In Appendix A, Figure 4 – Sarasota County Native Habitat Map shows that most of the Winchester Property is identified as "Other Non-Native/Agricultural Uses". At time of rezone, a more detailed map will be provided and will be consistent with all applicable regulations.

5. Utilities

When the Winchester Ranch CAP was originally proposed, it was contemplated that water, wastewater, and reuse water utility services for the Winchester Property would be provided by Englewood Water District (**"EWD"**). Despite knowing of Winchester's intention to develop the Winchester Property since at least 2018 and knowing of Winchester's corresponding needs for water, wastewater, and reuse water services, EWD has taken no meaningful steps toward servicing the Winchester Property. EWD lacks the property, permits, infrastructure, funding, and water source to serve Winchester Property. While EWD is unable to deliver utility services in accordance with Winchester's scheduled development program, North Port is standing by and is ready, willing, and able to provide water, wastewater, and reuse water utility services to the Winchester Property. North Port's ability to serve the Winchester Property is a significant driving factor in Winchester's decision to voluntarily annex the Winchester Property into North Port.

Sarasota County Utilities Staff indicated in the DRC pre-application comments that Winchester should provide to the County at the time of permitting a Letter of Service Availability from North Port. It has been confirmed with County staff that no letter from North Port is needed in connection with this CPA.

6. Stormwater

As indicated in the CAP Application, the majority of Winchester Ranch is located within the Lemon Bay Watershed and specifically Gottfried Creek and Ainger Creek drainage basins. The northern-most portion of Winchester Ranch (east of the Myakka Pines Golf Course) is located within the Lower Myakka drainage basin of the Myakka River Watershed.

The Stormwater Analysis shows that stormwater runoff for the Winchester Property flows in three different directions. All stormwater runoff from the Winchester Property discharges into either Myakka River or Lemon Bay. Most of the runoff discharges into Lemon Bay.

Per Sarasota County Code, the final determination of stormwater drainage concurrency is deferred to the time of Preliminary Subdivision Plan Approval. After the Winchester Property is annexed into North Port, all stormwater standards will be met in accordance with the North Port Unified Land Development Code and other applicable regulations.

7. Schools

The Sarasota County School Board reviewed the Winchester Ranch CAP in 2021 based on the proposed residential units (8,999 units). Winchester Ranch is located within the Englewood Elementary School district. SKY Academy Englewood Charter School is located less than a mile south of Winchester Ranch, and Taylor Elementary School is located approximately 2.5 miles north.

Sarasota County and Charlotte County School Districts have an interlocal agreement allowing Charlotte County students to use Sarasota County's Englewood Elementary School, and Sarasota County students to use Charlotte County's middle and high schools.

At time of the CAP approval, the School Board's Analysis indicated an estimated 2,400 students will be generated by development of the CAP. This included the whole CAP boundary, which is larger than the Winchester Property.

A School Impact Analysis Application for a preliminary capacity review was submitted to the Sarasota County School Board on May 9, 2025. The Letter of Receipt Number 25-038R is being submitted as a part

of this application. Because this is a CPA Application, final development totals have not yet been determined. Another School Capacity Determination Letter will be submitted during the rezoning stage when the development types and locations are more certain.

8. Transportation

The Winchester Ranch at Wellen Park Critical Area Plan Transportation Analysis (the **"Transportation Analysis"**) was submitted in July 2020, reviewed and accepted by County transportation staff, and included within Appendix D to this CPA. The Transportation Analysis identified off-site roadway needs, as well as the required number of lanes for new thoroughfare plan roadways within the District.

The Transportation Analysis supported that the proposed conditions (development of the Winchester Ranch CAP) will create two (2) additional congested roadway segments and 12 additional severely congested roadway segments. Specific project related mitigation and timing of the mitigation is to be determined at the rezone stage.

The east side of the CAP is transversed by the existing River Road and small section of Winchester Boulevard, which are both County thoroughfares. Figure 3 – Conceptual Transportation and Infrastructure Plan, found within the CAP Ordinance (Ordinance No. 2021-014), shows the following thoroughfares within the CAP: West Villages Parkway, Preto Boulevard, and Keyway Road.

The Transportation Analysis concluded that the new thoroughfare plan roadway laneage proposed through the District will be able to adequately accommodate the traffic from Winchester Ranch. The analysis supports that the four-lane proposed Majcoll Avenue and Manasota Beach Road may not need to be widened to four (4) lanes and that the existing two (2) lanes will be able to support the proposed development.

On April 23, 2025, the Board directed staff to begin the process of amending the Thoroughfare Plan to eliminate a portion of Keyway Road from SR 776 to Preto Boulevard. As such, the Future Throughfare Plan (Appendix A) shows these limits in a light brown dashed line.

9. Buildout

Based on Winchester's current development program schedule, absorption rates, and other applicable metrics and assumptions, it is estimated that the Winchester Ranch CAP will be built out in approximately 2035.

10. Land Use Compatibility

As shown on the Surrounding Development Map, the Winchester Property is mostly vacant and/or under agricultural use. It is bounded on the south and west by urban development within unincorporated Sarasota County.

To the north is the Wellen Park Golf & Country Club of the West Villages. Both the West Villages in North Port and the Winchester Property are within WVID and have a common developer. It is anticipated that the Winchester Property will take on the same development form as the West Villages. Boca Royale and Boca Royale East are to the west of the Winchester Property, Myakka State Forest (a conservation area under public ownership and managed by the Florida Forest Service) is to the east, and the Englewood Sports Complex is to the south. There are also multiple small residential communities including Foxwood to the southwest, Englewood Farms to the south (east of Englewood Sports Complex), and Park Forest to the south. Most of the land uses adjacent to the Winchester Property are residential and recreational.

During the rezone stage of the Winchester Property, compatibility will be further refined as the plan will show additional details like developed area and open space, and all buffer and setback standards will be addressed.

11. Intergovernmental Coordination

When the CAP was established, there was a significant intergovernmental coordination effort. The Winchester Ranch CAP is located adjacent to North Port and the Myakka State Forest. It is within the District, and portions of the CAP are located within the geographic boundaries of EWD and the Englewood Community Redevelopment Area.

Again, When the Winchester Ranch CAP was originally proposed, it was contemplated that water, wastewater, and reuse water utility services for the Winchester Property would be provided by EWD. Despite knowing of Winchester's intention to develop the Winchester Property since at least 2018 and knowing of Winchester's corresponding needs for water, wastewater, and reuse water services, EWD has taken no meaningful steps toward servicing the Winchester Property. EWD lacks the property, permits, infrastructure, funding, and water source to serve Winchester Property. While EWD is unable to deliver utility services in accordance with Winchester's scheduled development program, North Port is standing by and is ready, willing, and able to provide water, wastewater, and reuse water utility services to the Winchester Property. North Port's ability to serve the Winchester Property is a significant driving factor in Winchester's decision to voluntarily annex the Winchester Property into North Port. Consequently, utilities coordination will primarily be with North Port.

B. Comprehensive Plan Consistency

The proposed amendment to the Future Land Use Map is consistent with and does not inhibit or obstruct any goals, objectives or policies of the Sarasota County Comprehensive Plan, is consistent with Chapter 163, *Florida Statutes*. Section 163.3177, *Florida Statutes*, requires Comprehensive Plans to establish meaningful and predictable standards for the use and development of land. Section 163.77(2), *Florida Statutes* also requires local Comprehensive Plan elements be coordinated and consistent. The following is a detailed consistency analysis in support of this CPA.

1. Land Use Element and Future Land Use Chapter of the Comprehensive Plan

The Land Use Element of the Comprehensive Plan is a fundamental guide for the County's physical growth. This element brings together all the various policies of the other elements of the Comprehensive Plan as applied to the land. It is through the integration of all these policies that a map, the Future Land Use Map, is created and established, depicting a desired pattern of land uses within the County. The Future Land Use Chapter presents a community vision for the county that provides guidance on how and where to build, rebuild, or which areas to preserve in the unincorporated areas. Applicable goals, objectives, and policies of the Future Land Use Chapter of the Comprehensive Plan are analyzed below.

<u>FLU GOAL 1</u>

Maintain a Future Land Use Map (FLUM) that depicts the location of the various land use categories based upon the environmental characteristics and transportation network of the county.

<u>FLU OBJ 1.1</u>

The FLUM shall consist of a map series depicting and supported by policy direction set forth within this and the other chapters of the Comprehensive Plan.

FLU POLICY 1.1.1

FLU Policy 1.1.1 – The Comprehensive Plan is intended to provide for the future use of land in Sarasota County and contemplates a gradual and ordered growth. The Future Land Use Map establishes a long-range maximum limit on the possible density and intensity of land use; it does not simultaneously establish an immediate minimum limit. The present use of land may, by the adopted Zoning Atlas, continue to be more limited than the future use designated on the Future Land Use Map (Map 7-3) based on special circumstances identified during project review. Special circumstances include, but are not limited to the following:

Consistency Analysis:

The Winchester Property was located within the Future Urban Area which was a designated area where future growth and development was anticipated. The Winchester Property is now located within the Urban Service Boundary and is within the Winchester Ranch at Wellen Park CAP. As explained in the History section above, CPA 2015-B was approved to allow a 1.99 unit/acre density for lands within the Future Urban Area, and the blending of densities across the Future Urban and Urban Service Area, contingent upon approval of a CAP. The CAP was approved in 2021. The purpose of the CAP is to encourage development in an orderly manner that promotes a pattern of development by allowing a greater variety of land uses. The CAP also established a set number of residential dwelling units not to exceed 8,999 units, a maximum of 100,000 square feet of Industrial/Warehouse uses, and a maximum of 100,000 square feet of Commercial uses. A development tracking chart is required to be submitted with every Site & Development (S&D) submittal to the County.

1. Site characteristics;

The Winchester Property is vacant. According to the Environmental Assessment Report, submitted with the CAP application and prepared by ECT in June of 2019, the Winchester Property is entirely characterized by native habitats and both intensive and passive agricultural lands. Agricultural uses consist of both improved and unimproved pastures. The Winchester Property also contains farm roads, an operations facility and pole barn that houses farming equipment for the day-to-day ranch operations, and a variety of draining features including farm ponds and cattle ponds.

2. Availability of necessary public infrastructure; and

The Winchester Property is located within the West Villages Improvement District, which is an independent special district created by Chapter 2004-456, Laws of Florida, as amended, pursuant to Chapter 189, Florida Statutes. Additionally, North Port will provide utility services to the Winchester Property. Sarasota County Utilities staff made a comment during the pre-application requesting the Applicant to send a Willingness to Serve Letter from North Port to Sarasota County Utilities at time of site development.

3. Compatibility with surrounding development patterns.

Areas surrounding the Winchester Property include Wellen Park Golf & Country Club to the north, Boca Royale and Boca Royale East to the west, Myakka State Forest to the east, and the Englewood Sports Complex to the south. There are also multiple smaller residential communities including Foxwood to the southwest, Englewood Farms to the south (east of Englewood Sports Complex), and Park Forest to the south. The majority of the land uses adjacent to the Winchester Property are primarily residential and recreational.

FLU POLICY 1.1.3 – The generalized land use categories depicted on the Future Land Use Map as expressed under Goal 2 of this chapter are intended to establish varying degrees of environmental protection and intensity of development, transitioning from the natural environment to the most intense developed areas by gradually increasing density and urban character.

Consistency Analysis:

The support documentation prepared in connection with the Winchester Ranch at Wellen Park CAP included a cultural resource assessment survey, an environmental assessment report, an inventory and analysis of existing and planned utility, stormwater, community services and transportation system, and an inventory and analysis of existing land, development potential and buildout potential within the CAP study area. Where appropriate, the information originally developed in support of the CAP has been updated to support the requested CPA, including the Environmental Features Map, was updated for the area subject to this CPA.

FLU OBJ 1.3

The FLUM shall primarily be implemented through the application of zoning and land development regulations.

FLU POLICY 1.3.4 – Applicants for land use amendments to the comprehensive plan, rezonings and special exceptions shall hold at least one advertised neighborhood workshop prior to the application being submitted to the Planning and Development Services Department. The purpose of the workshop shall be for the applicant and community to work collaboratively and discuss the nature of the proposed development, to solicit suggestions and concerns, and for rezonings and special exceptions to explain the development concept plan where applicable. Applicants will be financially responsible for one hundred percent of the costs associated with conducting the required workshops. Criteria shall be established for the content of these workshops, including time frames and notification requirements for the workshop.

Consistency Analysis:

A public workshop was held via Zoom on April 7, 2025, at 6 PM. Approximately 71 individuals were in attendance.

FLU GOAL 2

Maintain distinct land use categories that promote health, safety and welfare and minimize negative impacts posed by hazards, nuisances, incompatibility, and environmental degradation.

FLU POLICY 2.2.2 – Residential development in the Rural Area shall have a maximum density of one dwelling unit per five acres except as allowed by FLU Policy 4.3.1, Map 7-4 and FLU Policy 3.1.5.

FLU POLICY 2.2.3 – Residential development in the Semi-Rural Area shall have a maximum density of one dwelling unit per two acres except as allowed by FLU Policy 4.3.1, Map 7-4 and FLU Policy 3.1.5

Consistency Analysis:

When the CAP was prepared, approximately 79% of the CAP study area was located outside of the Urban Service Area and designated Semi-Rural and Rural. The balance of the CAP study area was within the Urban Service Area and designated Moderate Density Residential and Major Employment Center. The Winchester Property is subject to the adopted Winchester Ranch CAP which specifically allows for the

blending across the entire CAP study area pursuant to FLU Policy 3.1.6.

FLU OBJ 2.3

Maintain governing regulations for Residential land uses and protect the quality and integrity of established residential neighborhoods from adjacent incompatible development.

FLU POLICY 2.3.1 – Consistent with FLU Policy 1.1.1, residential densities within the Urban Service Areas shall be no greater than the density ranges as designated on the Future Land Use Map, unless otherwise specifically provided for by policy in this plan.

FLU POLICY 2.3.3 – Moderate Density Residential shall have a gross density equal to or greater than two dwelling units per acre and less than five dwelling units per acre.

FLU OBJ 2.6

Maintain governing regulations for Major Employment Center land uses.

FLU POLICY 2.6.4 – Major Employment Center areas as designated on the Future Land Use Map shall comply with the following:

- be located along major transportation and transit routes;
- possess adequate levels of infrastructure;
- be parcels that are large enough to ensure coordinated development and buffering; and
- be in proximity to the labor supply.

Consistency Analysis:

The Semi-Rural and Rural lands portions of the Winchester Property are subject to the adopted Winchester Ranch CAP. As such, changing the designation of the Semi-Rural and Rural lands portions of the Winchester Property to Moderate Density Residential will not increase the density or intensity of development. As adopted, a total of 8,999 residential units were permitted within the boundaries of the CAP. To date, one community has been permitted – Boca Royal East with 825 residential units, which leaves 8,174 residential units available within the Winchester Property that includes Moderate Density Residential and Major Employment Center designated lands. Additionally, the CAP placed limits the amount of industrial/warehouse and commercial uses that may be developed within the MEC designated lands and includes internal commercial within specific future communities.

FLU GOAL 3

Encourage development where public facilities are provided or scheduled to be available.

FLU OBJ 3.1

Maintain an Urban Service Area Boundary within which development is encouraged by ensuring sufficient developable acreage is available to accommodate the sustainable projected population growth and that adequate concurrency-related public facilities are available concurrent with the impact of development consistent with Florida Statutes.

FLU POLICY 3.1.2 – Future Land Use Map designations that permit Low, Moderate, Medium and High Density Residential, Major Employment Centers, Light Office Development, Office/Multi-Family Residential, Commercial Centers, Commercial Corridors, and Commercial Highway Interchange uses shall

be limited to the Urban Service Area.…

FLU POLICY 3.1.5 – Until included within the Urban Service Area, lands within the Future Urban Service Area may be developed at a residential density of up to 1.99 units per acre, if made subject to an adopted Critical Area Plan consistent with FLU Objective 4.1. While all applicable requirements must be addressed in the adoption of such Critical Area Plan, particular emphasis shall be placed upon the following occurring within the Study Area:

- comprehensively addressing the adequacy, timing, location, and development of public facilities and services;
- addressing protection of native habitat; and
- fostering the long-range implementation of sound planning principles, such as interconnectivity, walkability, and mixed uses.

FLU POLICY 3.1.6 – Consistent with the provisions of FLU Policy 3.1.5, in order to effectively coordinate and plan for the provision of public facilities and services within the Future Urban Service Area, the Critical Area Plan may include Urban Service Area lands contiguous to the Future Urban Service Area under unified ownership and control. Such Critical Area Plan(s) may:

- blend densities of lands within the Critical Area Plan's Study Area so long as development does not exceed the total maximum number of dwelling units allowed within the combined Future Urban and Urban Service Area lands contained within such Study Area;
- designate individual parcels within the Future Urban Service Area for residential development having a density between two and less than five dwelling units per acre; and
- designate individual parcels within the Future Urban Service Area that are proximate to nonresidential development and have frontage on collector or arterial roads for residential development having a density between five and less than or equal to 9 units per acre.

Consistency Analysis:

As stated in the Critical Area Planning Regulations (Ordinance No. 2016-062), the adoption of a CAP is an integral but interim step in the overall comprehensive planning and land development process. The Winchester Ranch CAP was prepared in accordance with the County's Critical Area Planning Regulations and applicable Comprehensive Plan Policies, including but not limited to FLU Policies 3.1.5 and 3.1.6.

On April 21, 2021, the Sarasota Board of County Commissioners adopted the Winchester Ranch CAP by Ordinance No. 2021-014. The Winchester Ranch CAP Index Map Series consists of four (4) figures, the Critical Area Boundary Map (Figure 1); Future Land Use Plan (Figure 2); Conceptual Transportation and Infrastructure Plan (Figure 3); and Environmental Features Map (Figure 4). The Conditions for Development Approval are designed to provide specificity and will be implemented through the rezone and/or land development process to ensure that future development within the boundaries of the CAP will be consistent with and further the Sarasota County Comprehensive Plan.

The Winchester Property is subject to the adopted Winchester Ranch CAP.

FLU GOAL 4

Promote orderly development through the establishment of innovative regulatory platforms that meet the needs of a growing and changing population.

FLU OBJ 4.1

Establish and implement County planning programs that will provide broad-based community involvement

and conversation, address development, redevelopment, and infill opportunities and constraints, and enhance the overall quality of life in Sarasota County.

FLU POLICY 4.1.5(B) – Development within the adopted boundaries of a Critical Area Plan shall be consistent with all applicable conditions for development approval contained within that adopted Critical Area Plan.

Consistency Analysis:

The Winchester Property is subject to the adopted Winchester Ranch CAP. Like other Critical Area Plans, the adopted Winchester Ranch CAP is an integral but interim step in the overall comprehensive planning and land development process. The CAP was prepared in accordance with the County's Critical Area Planning Regulations and applicable Comprehensive Plan Policies.

The adopted Winchester Ranch CAP (Ordinance No. 2021-014) includes an Index Map Series which consists of four (4) figures, the Critical Area Boundary Map (Figure 1); Future Land Use Plan (Figure 2); Conceptual Transportation and Infrastructure Plan (Figure 3); and Environmental Features Map (Figure 4) and Conditions for Development Approval which are designed to provide specificity that will be implemented through the rezone and/or land development process. Combined, these elements of the CAP are designed to encourage a form of development that is consistent with the larger West Villages Improvement District that extends across jurisdictions into North Port. A West Villages Design Review Committee was created and is responsible for reviewing architectural features, design components, and landscape plans of residential and non-residential development for compliance with the minimum standards established for the District.

2. Implementation Element and Intergovernmental Coordination Chapter of the Comprehensive Plan

Purpose and Intent

It is the intent of the Community Planning Act and this chapter to encourage and ensure the cooperation between and among municipalities and counties and to encourage coordination of planning activities of local government with the planning activities of regional agencies and state government. This section also exists to identify and resolve any incompatibilities which may be proposed by actions of other governmental agencies in adjacent counties, the Tampa Bay metropolitan area, and the state.

Future Land Use

The impacts of development proposed in local government comprehensive plans upon development in the county's municipalities, adjacent counties, the region, and the State must be addressed through intergovernmental coordination mechanisms.…

ICE OBJ 1.1 – Intergovernmental Coordination

Maintain the establishment of a formal process for intergovernmental coordination between the County, its municipalities, and other units of local government.

ICE Policy 1.1.3 – Establish procedures to identify and implement joint planning areas, municipal incorporation, annexations and joint infrastructure service areas as directed by the Board of County Commissioners.

Consistency Analysis:

The Winchester Property is subject to the adopted Winchester Ranch CAP, which was designed to encourage a form of development that is consistent with the larger WVID that extends across jurisdictions into North Port.

ICE OBJ 1.2 – Comprehensive Plan Coordination

Maintain the implementation of procedures which will ensure that the County's Comprehensive Plan is coordinated with the comprehensive plans of the municipalities; adjacent counties; the School Board of Sarasota County; the Sarasota Manatee Metropolitan Planning Organization; the Southwest Florida Regional Planning Council; and the State of Florida.

ICE Policy 1.2.3 – Maintain review procedures for the review of comprehensive plans and comprehensive plan amendments of municipalities, adjacent counties, and the School Board of Sarasota County.

ICE Policy 1.2.7 – The Goals, Objectives and Policies of the Sarasota County Comprehensive Plan shall be consistent with both the Southwest Florida Regional Planning Council's Strategic Regional Policy Plan and the State of Florida's Comprehensive Plan.

Consistency Analysis:

This CPA is consistent with the below sections of Southwest Florida Regional Planning Council's Strategic Regional Policy Plan (April 2002) and the State of Florida's Comprehensive Plan contained in Chapter 187, Florida Statutes.

Southwest Florida Regional Planning Council's Strategic Regional Policy Plan (April 2002)

NATURAL RESOURCES ELEMENT

LIVABLE COMMUNITIES

Goal 4: Livable communities designed to improve quality of life and provide for the sustainability of our natural resources.

Strategy: Promote through the Council's review roles community design and development principles that protect the Region's natural resources and provide for an improved quality of life.

Actions:
9. Insure that opportunities for governmental partnerships and public/private partnerships in preserving wildlife habitats are maximized.

REGIONAL COOPERATION

Goal 5: Effective resource management is maintained across the borders of sovereign public agencies.

Chapter 187, *Florida Statutes* – State Comprehensive Plan

187.101 Description of plan; legislative intent; construction and application of plan.

(3) The goals and policies contained in the State Comprehensive Plan shall be reasonably applied where they are economically and environmentally feasible, not contrary to the public interest, and consistent with the protection of private property rights. The plan shall be construed and applied as a whole, and no specific goal or policy in the plan shall be construed or applied in isolation from the other goals and policies in the plan.

(7) WATER RESOURCES.—
(a) Goal.—Florida shall assure the availability of an adequate supply of water for all competing uses deemed reasonable and beneficial and shall maintain the functions of natural systems and the overall present level of surface and ground water quality. Florida shall improve and restore the quality of waters not presently meeting water quality standards.
5. Ensure that new development is compatible with existing local and regional water supplies.

(15) LAND USE.—
(a) Goal.—In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner.
6. Consider, in land use planning and regulation, the impact of land use on water quality and quantity; the availability of land, water, and other natural resources to meet demands; and the potential for flooding.

(17) PUBLIC FACILITIES.—
(a) Goal.—Florida shall protect the substantial investments in public facilities that already exist and shall plan for and finance new facilities to serve residents in a timely, orderly, and efficient manner.

(25) PLAN IMPLEMENTATION.—
(a) Goal.—Systematic planning capabilities shall be integrated into all levels of government in Florida with particular emphasis on improving intergovernmental coordination and maximizing citizen involvement.
8. Encourage the continual cooperation among communities which have a unique natural area, irrespective of political boundaries, to bring the private and public sectors together for establishing an orderly, environmentally, and economically sound plan for future needs and growth.

3. Part II of Chapter 163, *Florida Statutes*

As proposed, this CPA has been reviewed and found consistent with Section 163.3177, *Florida Statutes* and Section 163.3180, *Florida Statutes*.

Changing the Future Land Use designation of the Semi-Rural and Rural lands portions of the Winchester Property to the Moderate Density Residential designation is consistent with and furthers the purpose and intent of applicable elements, goals, objectives, and policies of the Comprehensive Plan. The adopted Winchester Ranch CAP laid the foundation for this CPA in that the analysis documented in the CAP support documentation included a cultural resource assessment survey, an environmental assessment report, an inventory and analysis of existing and planned utility, stormwater, community services and transportation system, and an inventory and analysis of existing land, development potential and build-out potential within the CAP study area based upon permanent and seasonal population estimates for Sarasota County.

Where appropriate, the information originally developed in support of the CAP has been updated to support the requested CPA, including the Environmental Features Map, was updated for the area subject to this CPA.

The Future Land Use Plan (Map) adopted as part of the Winchester Ranch CAP is consistent with and furthers FLU Policy 3.1.5 and 3.1.6 of the Comprehensive Plan. These two policies specifically allow urban densities (greater than 1.99 units per acre) within the Semi-Rural and Rural lands that are the subject of a CAP within the Future Urban Service Area, and the blending of densities across the Future Urban and Urban Service Area subject to a CAP.

Following the adoption of the CAP, the County adopted Evaluation and Appraisal Report Based Comprehensive Plan Amendments on June 9, 2021, which, among other revisions, moved the Urban Service Area Boundary to include the Winchester Property. With the movement of the Urban Service Boundary, the proposed redesignation of the Semi-Rural and Rural lands portions of the Winchester Property is consistent with the proposed Moderate Density Residential land use designation and will be served by adequate urban levels of infrastructure.

The proposed CPA is presumed not to be urban sprawl as defined in Section 163.3164, *Florida Statutes*. The Winchester Property is located within the Urban Service Area where, in accordance with FLU Objective 3.1 of the Comprehensive Plan, "… development is encouraged by ensuring sufficient developable acreage is available to accommodate the sustainable projected population growth and that adequate concurrency-related public facilities are available concurrent with the impact of development consistent with the Florida Statutes." The allowable land uses and intensities are consistent with the adjacent designated Moderate Density Residential to the south, the Sarasota 2050 designated Settlement Area to the north and east, and the designated Village lands within North Port to the north. The Future Land Use Plan and Conditions for Development Approval contained in the Winchester Ranch CAP were coordinated with the development plans for the portions of Wellen Park located within North Port. Furthermore, allowing development the Winchester Property at densities and intensities allowed within the Moderate Density Residential designation would be consistent with that allowed within the adjacent designated Village lands within North Port.

The Future Land Use Plan and Conditions for Development Approval adopted as part of the CAP requires future development within the CAP boundaries, including the Winchester Property, to be consistent with the Comprehensive Plan's "Principles for Evaluating Development Proposals in Native Habitats." The allowable densities for the Winchester Property are consistent with the allowable densities within the adjacent Moderate Density Residential, 2050 Settlement Area, and the Village designated lands within North Port, and which are supported by the existing and planned roadway networks, water and sewer service, schools and recreational facilities.

Nothing within the Winchester Ranch CAP would allow development to proceed in violation of the Capital Improvements (CIC) Objective 1.2 and CIC Policy 1.2.2 which requires "… all development orders and permits are to be evaluated for concurrency consistent with the adopted levels of service identified in Policy 1.2.1. If the adopted LOS standards are not maintained, unless as otherwise having met the mitigation requirements permitted by the Florida Statutes, then the County may deny additional development permits or may require additional steps to limit additional development."

C. No Isolated Areas of Rural or Semi-Rural Lands Will Be Created

The proposed Moderate Density Residential ($\geq$ 2 and < 5 DUs /acre) and Major Employment Center Future Land Use Designations are consistent with the areas surrounding the Winchester Property, and the proposed amendment will not result in the creation of isolated Rural or Semi-Rural designated areas. To the west of

the Winchester Property is Tangerine Woods Neighborhood, which has a Medium Density Residential (≥5 and <9 DUs /acre) Future Land Use Designation, and the Boca Royale East Development, which under the CAP is entitled to be developed at a density of 2.05 DUs/acre. Similarly, to the south of the Winchester Property, the neighboring properties have Moderate Density Residential (≥ 2 and < 5 DUs /acre), Major Employment Center, and Major Governmental Uses Future Land Use Designations. Additionally, the Winchester Property is adjacent to the development that is generally known as "Esplanade at Wellen Park" (f/k/a "Fairway Vistas at Myakka Pines"), which is currently unimproved and undeveloped but is entitled to be developed as an Urban/Suburban Settlement (up to 2 DUs/acre in the Developed Area) under the Sarasota County 2050 Plan.

The neighboring properties to the north and the east of the Winchester Property are within North Port, and therefore North Port, rather than the County, has assigned Future Land Use Districts to these properties. The neighboring properties to the north of the Winchester Property are within the Village Future Land Use District. The neighboring properties to the east are within the Conservation Future Land Use District.

Furthermore, the Future Land Use Designation of the southern portion of the Winchester Property is currently Moderate Density Residential (≥ 2 and < 5 DUs /acre), and therefore this application is not proposing any change to this portion of the Winchester Property's Future Land Use Designations. Similarly, the portion of the Winchester Property that is proposed to be assigned the Major Employment Center Future Land Use Designations currently has this same designation.

In sum, the proposed FLUM amendment to the Sarasota County Comprehensive Plan will not leave any isolated, Rural or Semi-Rural designated areas. Rather, the proposed amendment seeks to assign Future Land Use Designations to the Winchester Property that are consistent with the surrounding designated urban areas.

D. Chapter 171, *Florida Statutes*, Annexation Analysis

Although an annexation analysis is not required and is beyond the scope of a comprehensive plan amendment, it is nonetheless helpful to understand the basic requirements for voluntary annexation and recognize that the Winchester Property meets the requirements to be voluntarily annexed into North Port.

Section 171.044, *Florida Statutes*, provides the process and requirements for voluntary annexation. For property to be voluntarily annexed, the property must (1) be reasonably compact, (2) not create enclaves, (3) and be contiguous to the municipality.

Pursuant to Section 171.031(2), *Florida Statutes*, "compactness" means "concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in this state must be designed in such a manner as to ensure that the area will be reasonably compact." Further, pursuant to Section 171.031(5), *Florida Statutes*, "enclave" means "[a]ny unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality" or "[a]ny unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality."

Pursuant to Section 171.031(2), *Florida Statutes*, "contiguous" means:

> a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality. The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; or a body of water, watercourse,

> or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, may not prevent annexation under this act, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically. However, nothing in this subsection may be construed to allow local rights-of-way, utility easements, railroad rights-of-way, or like entities to be annexed in a corridor fashion to gain contiguity; and when any provision of any special law prohibits the annexation of territory that is separated from the annexing municipality by a body of water or watercourse, then that law shall prevent annexation under this act.

Winchester will be annexing nearly the entirety of the Winchester Property; however, to account for the foregoing requirements, Winchester anticipates that two small portions of the Winchester Property will remain in the County.

First, on the east side of S. River Road and north of Winchester Boulevard, the County owns a stormwater facility that is 16.75 acres, more or less, and is generally identified as Sarasota County PID No. 0821002000. This parcel is completely surrounded by the Winchester Property. To ensure that an impermissible enclave is not created, Winchester plans to leave the approximately 10-foot-wide strip of the Winchester Property between the County's parcel and S. River Road in the County. This allows the County's parcel to remain connected to S. River Road, which is in the County.

Similarly, on the east side of S. River Road and south of Winchester Boulevard, the County owns another stormwater facility that is 8.00 acres, more or less, and is generally identified as Sarasota County PID No. 0834001000. Similar to the County's other stormwater facility, this parcel is completely surrounded by the Winchester Property. To ensure that an impermissible enclave is not created, Winchester plans to leave the approximately 20-foot wide strip of the Winchester Property between the County's parcel and S. River Road in the County. As mentioned above, this allows the County's parcel to remain connected to S. River Road, which is in the County.

With the exception of these two small portions of property, the Winchester Property meets the requirements of Chapter 171, *Florida Statutes*, and may be voluntarily annexed into North Port.

III. SUMMARY AND CONCLUSION

As detailed above, the CPA is consistent with and meets all applicable criteria, requirements, and regulations, including the Winchester Ranch CAP, the FLUM, the 2050 RMA Map, the goals, objectives, and policies of the County's Comprehensive Plan, the State Comprehensive Plan embodied in Chapter 187, *Florida Statutes*, Section 163.3177, *Florida Statutes*, and Section 163.3180, *Florida Statutes*. The CPA does not create any isolated areas of lands designated Rural or Semi-Rural. Finally, though outside the scope and analysis of this CPA, voluntary annexation of the Winchester Property into North Port meets all requirements of Chapter 171, *Florida Statutes*.

LANDS LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

ALL OF SECTION 17,
EXCEPTING THE LANDS CONVEYED TO TAYLOR MORRISON OF FLORIDA, INC., RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2024128774;

ALL OF SECTION 18, EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;
AND EXCEPTING LANDS CONVEYED TO BOCA ROYALE PROPERTIES, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083467;

ALL OF SECTION 19, EXCEPTING LANDS CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371;
AND EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;

ALL OF SECTION 20,
EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371 AND INSTRUMENT NO. 2008060374;

ALL OF SECTION 21 LYING NORTH OF SOUTH RIVER ROAD, EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371, INSTRUMENT NO. 2008060374, AND INSTRUMENT NO. 2000163556; AND EXCEPTING LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY, RECORED IN OFFICIAL RECORDS BOOK 986, PAGE 904; AND EXCEPTING RIGHT-OF-WAY OF GISSINGER ROAD CONVEYED IN OFFICAL RECORDS BOOK 2097, PAGE 396;AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 89°08'18" WEST, A DISTANCE OF 2,249.95 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 TO THE **POINT OF BEGINNING**;

THENCE SOUTH 44°01'43" EAST, A DISTANCE OF 1,406.97 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE SOUTH 45°57'10" WEST, A DISTANCE OF 1,100.52 FEET ALONG SAID RIGHT OF WAY TO THE SOUTHEAST CORNER OF STORMWATER MANAGEMENT PARCEL PER SAID INSTRUMENT NO. 2000163356;

THENCE ALONG THE EAST, NORTH, AND WESTERLY LINES OF SAID PARCEL FOR THE FOLLOWING FIFTEEN (15) COURSES:

1) NORTH 44°02'50" WEST, A DISTANCE OF 339.35 FEET;
2) SOUTH 45°57'10" WEST, A DISTANCE OF 134.51 FEET ;

3) NORTH 44°02'50" WEST, A DISTANCE OF 446.63 FEET ;
4) SOUTH 45°57'10" WEST, A DISTANCE OF 1,065.78 FEET ;
5) NORTH 61°12'33" EAST, A DISTANCE OF 95.75 FEET;
6) NORTH 87°43'01" EAST, A DISTANCE OF 117.40 FEET;
7) SOUTH 45°00'35" EAST, A DISTANCE OF 149.83 FEET;
8) SOUTH 26°34'18" EAST, A DISTANCE OF 89.62 FEET;
9) SOUTH 34°31'02" EAST, A DISTANCE OF 49.50 FEET;
10) NORTH 68°55'13" EAST, A DISTANCE OF 137.11 FEET;
11) SOUTH 44°02'50" EAST, A DISTANCE OF 145.92 FEET;
12) NORTH 45°57'10" EAST, A DISTANCE OF 289.58 FEET;
13) SOUTH 44°02'50" EAST, A DISTANCE OF 75.21 FEET;
14) SOUTH 45°57'10" WEST, A DISTANCE OF 39.98 FEET;
15) SOUTH 44°02'50" EAST, A DISTANCE OF 123.85 FEET RETURNING TO LAST SAID RIGHT OF WAY;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING SIX (6) COURSES:

1) SOUTH 45°57'10" WEST, A DISTANCE OF 926.07 FEET;
2) SOUTH 44°02'57" EAST, A DISTANCE OF 11.00 FEET;
3) SOUTH 45°58'15" WEST, A DISTANCE OF 425.82 FEET;
4) SOUTH 45°58'06" WEST, A DISTANCE OF 1,299.84 FEET;
5) SOUTH 45°58'11" WEST, A DISTANCE OF 1,237.67 FEET TO THE INTERSECTION OF THE WEST LINE OF SECTION 21;
6) CONTINUING SOUTH 45°58'11" WEST, A DISTANCE OF 396.47 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20;

THENCE NORTH 89°11'24" WEST, A DISTANCE OF 1,016.49 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20;
THENCE NORTH 89°11'46" WEST, A DISTANCE OF 1,298.39 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20 TO THE SOUTH QUARTER CORNER OF SECTION 20;
THENCE NORTH 89°10'18" WEST, A DISTANCE OF 2,597.83 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE SOUTHEAST CORNER OF SECTION 19
THENCE NORTH 89°07'10" WEST, A DISTANCE OF 2,750.02 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER TO THE SOUTH QUARTER CORNER OF SAID SECTION 19;
THENCE NORTH 89°12'13" WEST, A DISTANCE OF 2,750.67 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF SAID SECTION 19;
THENCE NORTH 0°47'10" EAST, A DISTANCE OF 2,654.97 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER TO THE WEST QUARTER CORNER OF SAID SECTION 19;
THENCE NORTH 0°47'08" EAST, A DISTANCE OF 426.65 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 TO THE SOUTH LINE OF BOCA ROYALE EAST - PHASE 1 PER SAID INSTRUMENT NO. 2023083466;

THENCE ALONG LAST SAID SOUTH LINE FOR THE FOLLOWING THREE (3) COURSES:

1) SOUTH 89°12'51" EAST, A DISTANCE OF 169.91 FEET;
2) SOUTH 0°47'09" WEST, A DISTANCE OF 54.02 FEET;
3) SOUTH 89°11'16" EAST, A DISTANCE OF 30.09 FEET TO THE WEST LINE OF PARCEL 301 PER SAID INSTRUMENT NO. 2008060371;

THENCE ALONG THE WEST, SOUTH, AND EAST LINE OF SAID PARCEL 301 FOR THE FOLLOWING THREE (3) COURSES:

1) SOUTH 0°47'10" WEST, A DISTANCE OF 2,757.62 FEET;
2) SOUTH 89°12'13" EAST, A DISTANCE OF 1,118.71 FEET;
3) NORTH 0°47'09" EAST, A DISTANCE OF 2,215.06 FEET RETURNING TO SAID SOUTH LINE OF BOCA ROYALE EAST - PHASE 1;

THENCE ALONG THE SOUTH AND EAST LINE OF SAID BOCA ROYALE EAST - PHASE 1 FOR THE FOLLOWING NINETEEN (19) COURSES:

1) SOUTH 58°42'27" EAST, A DISTANCE OF 666.78 FEET;
2) SOUTH 84°52'31" EAST, A DISTANCE OF 722.42 FEET;
3) NORTH 23°03'06" EAST, A DISTANCE OF 1,367.66 FEET;
4) NORTH 10°26'23" WEST, A DISTANCE OF 600.46 FEET;
5) NORTH 43°00'36" EAST, A DISTANCE OF 788.64 FEET TO A POINT ON A NON-TANGENT CURVE;
6) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 45°53'09", AN ARC LENGTH OF 188.20 FEET, A CHORD OF WHICH BEARS NORTH 15°37'39" EAST, A CHORD LENGTH OF 183.21 FEET TO A NON-TANGENT LINE;
7) NORTH 11°47'01" WEST, A DISTANCE OF 113.15 FEET ;
8) NORTH 14°28'39" WEST, A DISTANCE OF 195.78 FEET TO A POINT ON A NON-TANGENT CURVE;
9) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 31°18'52", AN ARC LENGTH OF 330.66 FEET, A CHORD OF WHICH BEARS NORTH 30°09'02" WEST, A CHORD LENGTH OF 326.56 FEET TO A POINT ON A NON-TANGENT CURVE;
10) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2072.08 FEET, A CENTRAL ANGLE OF 06°01'32", AN ARC LENGTH OF 217.91 FEET, A CHORD OF WHICH BEARS NORTH 41°19'32" WEST, A CHORD LENGTH OF 217.81 FEET TO A POINT ON A NON-TANGENT CURVE;
11) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 227.13 FEET, A CENTRAL ANGLE OF 37°40'01", AN ARC LENGTH OF 149.32 FEET, A CHORD OF WHICH BEARS NORTH 25°56'47" WEST, A CHORD LENGTH OF 146.64 FEET TO A POINT OF TANGENCY;
12) NORTH 07°06'47" WEST, A DISTANCE OF 587.07 FEET TO A POINT ON A NON-TANGENT CURVE;

13) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 545.08 FEET, A CENTRAL ANGLE OF 55°06'21", AN ARC LENGTH OF 524.25 FEET, A CHORD OF WHICH BEARS NORTH 34°05'32" WEST, A CHORD LENGTH OF 504.27 FEET TO A NON-TANGENT LINE;
14) NORTH 61°06'42" WEST, A DISTANCE OF 171.47 FEET TO A POINT ON A NON-TANGENT CURVE;
15) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 45°23'50", AN ARC LENGTH OF 713.10 FEET, A CHORD OF WHICH BEARS NORTH 00°52'32" EAST, A CHORD LENGTH OF 694.59 FEET TO A NON-TANGENT LINE;
16) NORTH 20°03'25" WEST, A DISTANCE OF 232.61 FEET;
17) NORTH 22°34'03" WEST, A DISTANCE OF 101.02 FEET;
18) NORTH 49°42'48" WEST, A DISTANCE OF 101.45 FEET;
19) NORTH 63°22'46" WEST, A DISTANCE OF 454.30 FEET TO THE EASTERLY LINE OF PARCEL 2 PER SAID INSTRUMENT NO. 2023083467;

THENCE ALONG LAST SAID EASTERLY LINE FOR THE FOLLOWING TEN (10) COURSES:

1) NORTH 34°55'31" EAST, A DISTANCE OF 422.97 FEET;
2) NORTH 34°12'19" EAST, A DISTANCE OF 90.38 FEET TO A POINT ON A NON-TANGENT CURVE;
3) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 507.03 FEET, A CENTRAL ANGLE OF 43°59'49", AN ARC LENGTH OF 389.34 FEET, A CHORD OF WHICH BEARS NORTH 08°50'45" EAST, A CHORD LENGTH OF 379.85 FEET TO A POINT ON A NON-TANGENT CURVE;
4) NORTH 12°24'13" WEST, A DISTANCE OF 351.33 FEET TO A POINT OF TANGENCY;
5) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 59°53'24", AN ARC LENGTH OF 475.60 FEET, A CHORD OF WHICH BEARS NORTH 42°21'04" WEST, A CHORD LENGTH OF 454.24 FEET TO A NON-TANGENT LINE;
6) NORTH 24°04'44" EAST, A DISTANCE OF 375.32 FEET;
7) NORTH 32°28'34" WEST, A DISTANCE OF 365.15 FEET;
8) NORTH 83°14'28" EAST, A DISTANCE OF 274.84 FEET;
9) NORTH 32°39'24" WEST, A DISTANCE OF 159.81 FEET;
10) NORTH 00°00'00" EAST, A DISTANCE OF 414.51 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18;

THENCE SOUTH 89°38'15" EAST, A DISTANCE OF 582.51 FEET ALONG LAST SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SECTION 18;
THENCE SOUTH 89°38'34" EAST, A DISTANCE OF 2,674.68 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER TO THE NORTHWEST CORNER OF SECTION 17;
THENCE SOUTH 88°05'46" EAST, A DISTANCE OF 5,336.32 FEET ALONG THE NORTH LINE OF SAID SECTION 17 TO NORTHEAST CORNER OF SAID SECTION 17 AND THE WESTERLY LINE OF DEED PER SAID INSTRUMENT NO. 2024128774, BEING A POINT ON A NON-TANGENT CURVE;

THENCE ALONG SAID WEST AND SOUTH LINES FOR THE FOLLOWING FIVE (5) COURSES:

1) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2135.00 FEET, A CENTRAL ANGLE OF 02°47'35", AN ARC LENGTH OF 104.08. FEET, A CHORD OF WHICH BEARS SOUTH 36°51'28" WEST, A CHORD LENGTH OF 104.07 FEET TO A POINT OF TANGENCY;
2) SOUTH 35°27'53" WEST, A DISTANCE OF 935.32 FEET;
3) SOUTH 54°32'07" EAST, A DISTANCE OF 96.77 FEET TO A POINT OF CURVATURE;
4) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 17°13'23", AN ARC LENGTH OF 300.60 FEET, A CHORD OF WHICH BEARS SOUTH 63°08'49" EAST, A CHORD LENGTH OF 299.47 FEET TO A POINT OF TANGENCY;
5) SOUTH 71°45'30" EAST, A DISTANCE OF 257.26 FEET TO THE EAST LINE OF SAID SECTION 17;

THENCE SOUTH 00°45'27" WEST, A DISTANCE OF 4,158.34 FEET ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF SECTION 21;
THENCE SOUTH 89°08'18" EAST, A DISTANCE OF 2,642.50 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO THE NORTH QUARTER CORNER OF SAID SECTION 21;
THENCE SOUTH 89°08'18" EAST, A DISTANCE OF 394.12 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 99,053,913 SQUARE FEET OR 2,273.965 ACRES, MORE OR LESS;

PARCEL "B"
A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, COUNTY OF SARASOTA, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 00°33'53" WEST, A DISTANCE OF 5,316.72 FEET ALONG THE EAST LINE OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF SAID SECTION 21;

THENCE NORTH 88°48'20" WEST, A DISTANCE OF 1,322.26 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF FLORIDA POWER AND LIGHT PARCEL AS RECORDED IN OFFICIAL RECORD BOOK 986, PAGE 904 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE NORTH 00°33'44" EAST, A DISTANCE OF 1,327.29 FEET ALONG EAST LINE OF SAID PARCEL TO THE **POINT OF BEGINNING;**

THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 88°53'12" WEST, A DISTANCE OF 1,322.16 FEET;
2) SOUTH 00°34'08" WEST, A DISTANCE OF 945.34 FEET;
3) NORTH 88°46'20" WEST, A DISTANCE OF 2,213.44 FEET TO THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE ALONG LAST SAID RIGHT OF WAY FOR THE FOLLOWING FOUR (4) COURSES:
1) NORTH 45°58'11" EAST, A DISTANCE OF 863.35 FEET;
2) NORTH 45°58'06" EAST, A DISTANCE OF 1,299.83 FEET;
3) NORTH 45°58'15" EAST, A DISTANCE OF 425.86 FEET;
4) NORTH 45°56'43" EAST, A DISTANCE OF 111.92 FEET;

THENCE SOUTH 44°02'47" EAST, A DISTANCE OF 10.04 FEET TO THE WESTERLY CORNER OF TRACT 201 AS RECORDED IN INSTRUMENT NO. 2008060371 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE ALONG THE WEST, SOUTH, AND EASTERLY LINES OF SAID TRACT 201 FOR THE FOLLOWING SEVEN (7) COURSES:

1) SOUTH 44°02'47" EAST, A DISTANCE OF 275.37 FEET;
2) SOUTH 81°29'11" EAST, A DISTANCE OF 77.89 FEET;
3) NORTH 45°02'09" EAST, A DISTANCE OF 58.25 FEET TO A POINT OF CURVATURE;
4) ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 91°32'43", AN ARC LENGTH OF 359.50 FEET, A CHORD OF WHICH BEARS SOUTH 89°11'30" EAST, A CHORD LENGTH OF 322.46 FEET TO A POINT OF TANGENCY;
5) SOUTH 43°25'09" EAST, A DISTANCE OF 205.68 FEET;
6) NORTH 46°21'22" EAST, A DISTANCE OF 294.90 FEET;
7) NORTH 43°51'52" WEST, A DISTANCE OF 771.45 FEET;

THENCE CONTINUING NORTH 43°51'52" WEST, A DISTANCE OF 10.13 FEET TO THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE NORTH 45°56'43" EAST, A DISTANCE OF 985.78 FEET ALONG SAID RIGHT OF WAY;

THENCE SOUTH 43°51'52" EAST, A DISTANCE OF 660.72 FEET;
THENCE SOUTH 00°33'44" WEST, A DISTANCE OF 1,651.91 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 4,414,430 SQUARE FEET OR 101.341 ACRES, MORE OR LESS;

PARCEL "C"

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, COUNTY OF SARASOTA, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 00°59'33" EAST, A DISTANCE OF 256.80 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIVER ROAD AND THE **POINT OF BEGINNING;**

THENCE NORTH 00°59'33" EAST, A DISTANCE OF 2,390.32 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER TO THE WEST QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 00°29'25" EAST, A DISTANCE OF 2,647.46 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15 TO THE NORTHWEST CORNER OF SAID SECTION 15;
THENCE SOUTH 89°23'26" EAST, A DISTANCE OF 2,433.71 FEET ALONG THE NORTH LINE OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING SEVEN (7) COURSES:

1) SOUTH 00°28'30" WEST, A DISTANCE OF 2,439.41 FEET A POINT ON A NON-TANGENT CURVE;
2) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 459.31 FEET, A CENTRAL ANGLE OF 45°41'13", AN ARC LENGTH OF 366.25 FEET, A CHORD OF WHICH BEARS SOUTH 23°11'31" WEST, A CHORD LENGTH OF 356.62 FEET TO A NON-TANGENT LINE;
3) SOUTH 45°58'19" WEST, A DISTANCE OF 740.37 FEET;
4) SOUTH 45°58'32" WEST, A DISTANCE OF 1,300.03 FEET;
5) SOUTH 45°58'20" WEST, A DISTANCE OF 129.62 FEET;
6) NORTH 44°02'50" WEST, A DISTANCE OF 10.94 FEET;
7) SOUTH 45°56'51" WEST, A DISTANCE OF 1,070.05 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE **POINT OF BEGINNING**;

TOGETHER WITH THE LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 89°21'37" EAST, A DISTANCE OF 91.77 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO A POINT ON THE EAST RIGHT OF WAY OF SOUTH RIVER ROAD AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING FOUR (4) COURSES:

1) NORTH 45°56'43" EAST, A DISTANCE OF 1,186.42 FEET;
2) NORTH 45°58'20" EAST, A DISTANCE OF 129.64 FEET;
3) NORTH 45°58'32" EAST, A DISTANCE OF 1,300.02 FEET;
4) NORTH 45°58'19" EAST, A DISTANCE OF 638.05 FEET;

THENCE SOUTH 44°01'21" EAST, A DISTANCE OF 9.95 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL 202 AS RECORDED IN INSTRUMENT NO. 2008060371 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE ALONG THE SOUTH, EAST, AND NORTHERLY LINES OF SAID PARCEL FOR THE FOLLOWING EIGHTEEN (18) COURSES:

1) SOUTH 44°01'21" EAST, A DISTANCE OF 622.75 FEET;
2) NORTH 45°58'39" EAST, A DISTANCE OF 223.39 FEET;
3) NORTH 05°31'58" EAST, A DISTANCE OF 149.54 FEET;
4) NORTH 45°58'19" EAST, A DISTANCE OF 25.22 FEET;
5) NORTH 87°27'37" EAST, A DISTANCE OF 86.98 FEET;
6) NORTH 35°57'16" WEST, A DISTANCE OF 117.85 FEET;
7) NORTH 16°16'56" EAST, A DISTANCE OF 52.07 FEET;
8) NORTH 24°01'29" EAST, A DISTANCE OF 246.18 FEET;
9) NORTH 10°32'59" EAST, A DISTANCE OF 77.82 FEET;
10) NORTH 09°45'21" WEST, A DISTANCE OF 198.48 FEET;
11) NORTH 20°01'46" EAST, A DISTANCE OF 165.04 FEET TO A POINT OF CURVATURE;
12) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 69°29'11", AN ARC LENGTH OF 60.64 FEET, A CHORD OF WHICH BEARS NORTH 14°42'42" WEST, A CHORD LENGTH OF 56.99 FEET TO A POINT OF REVERSE CURVATURE;
13) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 53°04'04", AN ARC LENGTH OF 50.94 FEET, A CHORD OF WHICH BEARS NORTH 22°55'03" WEST, A CHORD LENGTH OF 49.14 FEET TO A POINT OF REVERSE CURVATURE;
14) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.0 FEET, A CENTRAL ANGLE OF 48°24'35", AN ARC LENGTH OF 42.25 FEET, A CHORD OF WHICH BEARS NORTH 20°35'14" WEST, A CHORD LENGTH OF 41.00 FEET TO A POINT OF REVERSE CURVATURE;
15) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 65°32'07", AN ARC LENGTH OF 171.57 FEET, A CHORD OF WHICH BEARS NORTH 12°01'25" WEST, A CHORD LENGTH OF 162.37 FEET TO A NON-TANGENT LINE;
16) NORTH 32°42'31" WEST, A DISTANCE OF 144.47 FEET;
17) NORTH 60°22'18" WEST, A DISTANCE OF 188.25 FEET;
18) NORTH 89°31'23" WEST, A DISTANCE OF 178.13 FEET;

THENCE CONTINUING NORTH 89°31'23" WEST, A DISTANCE OF 10.06 FEET RETURNING TO LAST SAID RIGHT OF WAY;
THENCE NORTH 00°28'37" EAST, A DISTANCE OF 683.35 FEET ALONG SAID RIGHT OF WAY;
THENCE NORTH 00°28'36" EAST, A DISTANCE OF 1,139.75 FEET ALONG SAID RIGHT OF WAY TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89°23'25" EAST, A DISTANCE OF 2,597.61 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 15;
THENCE SOUTH 00°05'39" WEST, A DISTANCE OF 2,610.81 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE EAST QUARTER CORNER OF SAID SECTION 15;
THENCE SOUTH 00°07'53" WEST, A DISTANCE OF 2,683.49 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 89°25'43" WEST, A DISTANCE OF 2,676.61 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTH QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 89°21'37" WEST, A DISTANCE OF 2,556.07 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO LAST SAID RIGHT OF WAY AND THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 25,788,615 SQUARE FEET OR 592.025 ACRES, MORE OR LESS;

LANDS LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

ALL OF SECTION 17,
EXCEPTING THE LANDS CONVEYED TO TAYLOR MORRISON OF FLORIDA, INC., RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2024128774;

ALL OF SECTION 18, EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;
AND EXCEPTING LANDS CONVEYED TO BOCA ROYALE PROPERTIES, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083467;

ALL OF SECTION 19, EXCEPTING LANDS CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371;
AND EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;

ALL OF SECTION 20,
EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371 AND INSTRUMENT NO. 2008060374;

ALL OF SECTION 21 LYING NORTH OF SOUTH RIVER ROAD, EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371, INSTRUMENT NO. 2008060374, AND INSTRUMENT NO. 2000163556; AND EXCEPTING LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY, RECORED IN OFFICIAL RECORDS BOOK 986, PAGE 904; AND EXCEPTING RIGHT-OF-WAY OF GISSINGER ROAD CONVEYED IN OFFICAL RECORDS BOOK 2097, PAGE 396;AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 89°08'18" WEST, A DISTANCE OF 2,249.95 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 TO THE **POINT OF BEGINNING**;

THENCE SOUTH 44°01'43" EAST, A DISTANCE OF 1,406.97 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE SOUTH 45°57'10" WEST, A DISTANCE OF 1,100.52 FEET ALONG SAID RIGHT OF WAY TO THE SOUTHEAST CORNER OF STORMWATER MANAGEMENT PARCEL PER SAID INSTRUMENT NO. 2000163356;

THENCE ALONG THE EAST, NORTH, AND WESTERLY LINES OF SAID PARCEL FOR THE FOLLOWING FIFTEEN (15) COURSES:

1) NORTH 44°02'50" WEST, A DISTANCE OF 339.35 FEET;
2) SOUTH 45°57'10" WEST, A DISTANCE OF 134.51 FEET ;

3) NORTH 44°02'50" WEST, A DISTANCE OF 446.63 FEET ;
4) SOUTH 45°57'10" WEST, A DISTANCE OF 1,065.78 FEET ;
5) NORTH 61°12'33" EAST, A DISTANCE OF 95.75 FEET;
6) NORTH 87°43'01" EAST, A DISTANCE OF 117.40 FEET;
7) SOUTH 45°00'35" EAST, A DISTANCE OF 149.83 FEET;
8) SOUTH 26°34'18" EAST, A DISTANCE OF 89.62 FEET;
9) SOUTH 34°31'02" EAST, A DISTANCE OF 49.50 FEET;
10) NORTH 68°55'13" EAST, A DISTANCE OF 137.11 FEET;
11) SOUTH 44°02'50" EAST, A DISTANCE OF 145.92 FEET;
12) NORTH 45°57'10" EAST, A DISTANCE OF 289.58 FEET;
13) SOUTH 44°02'50" EAST, A DISTANCE OF 75.21 FEET;
14) SOUTH 45°57'10" WEST, A DISTANCE OF 39.98 FEET;
15) SOUTH 44°02'50" EAST, A DISTANCE OF 123.85 FEET RETURNING TO LAST SAID RIGHT OF WAY;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING SIX (6) COURSES:

1) SOUTH 45°57'10" WEST, A DISTANCE OF 926.07 FEET;
2) SOUTH 44°02'57" EAST, A DISTANCE OF 11.00 FEET;
3) SOUTH 45°58'15" WEST, A DISTANCE OF 425.82 FEET;
4) SOUTH 45°58'06" WEST, A DISTANCE OF 1,299.84 FEET;
5) SOUTH 45°58'11" WEST, A DISTANCE OF 1,237.67 FEET TO THE INTERSECTION OF THE WEST LINE OF SECTION 21;
6) CONTINUING SOUTH 45°58'11" WEST, A DISTANCE OF 396.47 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20;

THENCE NORTH 89°11'24" WEST, A DISTANCE OF 1,016.49 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20;
THENCE NORTH 89°11'46" WEST, A DISTANCE OF 1,298.39 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20 TO THE SOUTH QUARTER CORNER OF SECTION 20;
THENCE NORTH 89°10'18" WEST, A DISTANCE OF 2,597.83 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE SOUTHEAST CORNER OF SECTION 19
THENCE NORTH 89°07'10" WEST, A DISTANCE OF 2,750.02 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER TO THE SOUTH QUARTER CORNER OF SAID SECTION 19;
THENCE NORTH 89°12'13" WEST, A DISTANCE OF 2,750.67 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF SAID SECTION 19;
THENCE NORTH 0°47'10" EAST, A DISTANCE OF 2,654.97 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER TO THE WEST QUARTER CORNER OF SAID SECTION 19;
THENCE NORTH 0°47'08" EAST, A DISTANCE OF 426.65 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 TO THE SOUTH LINE OF BOCA ROYALE EAST - PHASE 1 PER SAID INSTRUMENT NO. 2023083466;

THENCE ALONG LAST SAID SOUTH LINE FOR THE FOLLOWING THREE (3) COURSES:

1) SOUTH 89°12'51" EAST, A DISTANCE OF 169.91 FEET;
2) SOUTH 0°47'09" WEST, A DISTANCE OF 54.02 FEET;
3) SOUTH 89°11'16" EAST, A DISTANCE OF 30.09 FEET TO THE WEST LINE OF PARCEL 301 PER SAID INSTRUMENT NO. 2008060371;

THENCE ALONG THE WEST, SOUTH, AND EAST LINE OF SAID PARCEL 301 FOR THE FOLLOWING THREE (3) COURSES:

1) SOUTH 0°47'10" WEST, A DISTANCE OF 2,757.62 FEET;
2) SOUTH 89°12'13" EAST, A DISTANCE OF 1,118.71 FEET;
3) NORTH 0°47'09" EAST, A DISTANCE OF 2,215.06 FEET RETURNING TO SAID SOUTH LINE OF BOCA ROYALE EAST - PHASE 1;

THENCE ALONG THE SOUTH AND EAST LINE OF SAID BOCA ROYALE EAST - PHASE 1 FOR THE FOLLOWING NINETEEN (19) COURSES:

1) SOUTH 58°42'27" EAST, A DISTANCE OF 666.78 FEET;
2) SOUTH 84°52'31" EAST, A DISTANCE OF 722.42 FEET;
3) NORTH 23°03'06" EAST, A DISTANCE OF 1,367.66 FEET;
4) NORTH 10°26'23" WEST, A DISTANCE OF 600.46 FEET;
5) NORTH 43°00'36" EAST, A DISTANCE OF 788.64 FEET TO A POINT ON A NON-TANGENT CURVE;
6) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 45°53'09", AN ARC LENGTH OF 188.20 FEET, A CHORD OF WHICH BEARS NORTH 15°37'39" EAST, A CHORD LENGTH OF 183.21 FEET TO A NON-TANGENT LINE;
7) NORTH 11°47'01" WEST, A DISTANCE OF 113.15 FEET ;
8) NORTH 14°28'39" WEST, A DISTANCE OF 195.78 FEET TO A POINT ON A NON-TANGENT CURVE;
9) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 31°18'52", AN ARC LENGTH OF 330.66 FEET, A CHORD OF WHICH BEARS NORTH 30°09'02" WEST, A CHORD LENGTH OF 326.56 FEET TO A POINT ON A NON-TANGENT CURVE;
10) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2072.08 FEET, A CENTRAL ANGLE OF 06°01'32", AN ARC LENGTH OF 217.91 FEET, A CHORD OF WHICH BEARS NORTH 41°19'32" WEST, A CHORD LENGTH OF 217.81 FEET TO A POINT ON A NON-TANGENT CURVE;
11) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 227.13 FEET, A CENTRAL ANGLE OF 37°40'01", AN ARC LENGTH OF 149.32 FEET, A CHORD OF WHICH BEARS NORTH 25°56'47" WEST, A CHORD LENGTH OF 146.64 FEET TO A POINT OF TANGENCY;
12) NORTH 07°06'47" WEST, A DISTANCE OF 587.07 FEET TO A POINT ON A NON-TANGENT CURVE;

13) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 545.08 FEET, A CENTRAL ANGLE OF 55°06'21", AN ARC LENGTH OF 524.25 FEET, A CHORD OF WHICH BEARS NORTH 34°05'32" WEST, A CHORD LENGTH OF 504.27 FEET TO A NON-TANGENT LINE;
14) NORTH 61°06'42" WEST, A DISTANCE OF 171.47 FEET TO A POINT ON A NON-TANGENT CURVE;
15) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 45°23'50", AN ARC LENGTH OF 713.10 FEET, A CHORD OF WHICH BEARS NORTH 00°52'32" EAST, A CHORD LENGTH OF 694.59 FEET TO A NON-TANGENT LINE;
16) NORTH 20°03'25" WEST, A DISTANCE OF 232.61 FEET;
17) NORTH 22°34'03" WEST, A DISTANCE OF 101.02 FEET;
18) NORTH 49°42'48" WEST, A DISTANCE OF 101.45 FEET;
19) NORTH 63°22'46" WEST, A DISTANCE OF 454.30 FEET TO THE EASTERLY LINE OF PARCEL 2 PER SAID INSTRUMENT NO. 2023083467;

THENCE ALONG LAST SAID EASTERLY LINE FOR THE FOLLOWING TEN (10) COURSES:

1) NORTH 34°55'31" EAST, A DISTANCE OF 422.97 FEET;
2) NORTH 34°12'19" EAST, A DISTANCE OF 90.38 FEET TO A POINT ON A NON-TANGENT CURVE;
3) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 507.03 FEET, A CENTRAL ANGLE OF 43°59'49", AN ARC LENGTH OF 389.34 FEET, A CHORD OF WHICH BEARS NORTH 08°50'45" EAST, A CHORD LENGTH OF 379.85 FEET TO A POINT ON A NON-TANGENT CURVE;
4) NORTH 12°24'13" WEST, A DISTANCE OF 351.33 FEET TO A POINT OF TANGENCY;
5) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 59°53'24", AN ARC LENGTH OF 475.60 FEET, A CHORD OF WHICH BEARS NORTH 42°21'04" WEST, A CHORD LENGTH OF 454.24 FEET TO A NON-TANGENT LINE;
6) NORTH 24°04'44" EAST, A DISTANCE OF 375.32 FEET;
7) NORTH 32°28'34" WEST, A DISTANCE OF 365.15 FEET;
8) NORTH 83°14'28" EAST, A DISTANCE OF 274.84 FEET;
9) NORTH 32°39'24" WEST, A DISTANCE OF 159.81 FEET;
10) NORTH 00°00'00" EAST, A DISTANCE OF 414.51 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18;

THENCE SOUTH 89°38'15" EAST, A DISTANCE OF 582.51 FEET ALONG LAST SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SECTION 18;
THENCE SOUTH 89°38'34" EAST, A DISTANCE OF 2,674.68 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER TO THE NORTHWEST CORNER OF SECTION 17;
THENCE SOUTH 88°05'46" EAST, A DISTANCE OF 5,336.32 FEET ALONG THE NORTH LINE OF SAID SECTION 17 TO NORTHEAST CORNER OF SAID SECTION 17 AND THE WESTERLY LINE OF DEED PER SAID INSTRUMENT NO. 2024128774, BEING A POINT ON A NON-TANGENT CURVE;

THENCE ALONG SAID WEST AND SOUTH LINES FOR THE FOLLOWING FIVE (5) COURSES:

1) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2135.00 FEET, A CENTRAL ANGLE OF 02°47'35", AN ARC LENGTH OF 104.08. FEET, A CHORD OF WHICH BEARS SOUTH 36°51'28" WEST, A CHORD LENGTH OF 104.07 FEET TO A POINT OF TANGENCY;
2) SOUTH 35°27'53" WEST, A DISTANCE OF 935.32 FEET;
3) SOUTH 54°32'07" EAST, A DISTANCE OF 96.77 FEET TO A POINT OF CURVATURE;
4) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 17°13'23", AN ARC LENGTH OF 300.60 FEET, A CHORD OF WHICH BEARS SOUTH 63°08'49" EAST, A CHORD LENGTH OF 299.47 FEET TO A POINT OF TANGENCY;
5) SOUTH 71°45'30" EAST, A DISTANCE OF 257.26 FEET TO THE EAST LINE OF SAID SECTION 17;

THENCE SOUTH 00°45'27" WEST, A DISTANCE OF 4,158.34 FEET ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF SECTION 21;
THENCE SOUTH 89°08'18" EAST, A DISTANCE OF 2,642.50 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO THE NORTH QUARTER CORNER OF SAID SECTION 21;
THENCE SOUTH 89°08'18" EAST, A DISTANCE OF 394.12 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 99,053,913 SQUARE FEET OR 2,273.965 ACRES, MORE OR LESS;

PARCEL "B"
A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, COUNTY OF SARASOTA, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 00°33'53" WEST, A DISTANCE OF 5,316.72 FEET ALONG THE EAST LINE OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF SAID SECTION 21;

THENCE NORTH 88°48'20" WEST, A DISTANCE OF 1,322.26 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF FLORIDA POWER AND LIGHT PARCEL AS RECORDED IN OFFICIAL RECORD BOOK 986, PAGE 904 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE NORTH 00°33'44" EAST, A DISTANCE OF 1,327.29 FEET ALONG EAST LINE OF SAID PARCEL TO THE **POINT OF BEGINNING;**

THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 88°53'12" WEST, A DISTANCE OF 1,322.16 FEET;
2) SOUTH 00°34'08" WEST, A DISTANCE OF 945.34 FEET;
3) NORTH 88°46'20" WEST, A DISTANCE OF 2,213.44 FEET TO THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE ALONG LAST SAID RIGHT OF WAY FOR THE FOLLOWING FOUR (4) COURSES:
1) NORTH 45°58'11" EAST, A DISTANCE OF 863.35 FEET;
2) NORTH 45°58'06" EAST, A DISTANCE OF 1,299.83 FEET;
3) NORTH 45°58'15" EAST, A DISTANCE OF 425.86 FEET;
4) NORTH 45°56'43" EAST, A DISTANCE OF 111.92 FEET;

THENCE SOUTH 44°02'47" EAST, A DISTANCE OF 10.04 FEET TO THE WESTERLY CORNER OF TRACT 201 AS RECORDED IN INSTRUMENT NO. 2008060371 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE ALONG THE WEST, SOUTH, AND EASTERLY LINES OF SAID TRACT 201 FOR THE FOLLOWING SEVEN (7) COURSES:

1) SOUTH 44°02'47" EAST, A DISTANCE OF 275.37 FEET;
2) SOUTH 81°29'11" EAST, A DISTANCE OF 77.89 FEET;
3) NORTH 45°02'09" EAST, A DISTANCE OF 58.25 FEET TO A POINT OF CURVATURE;
4) ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 91°32'43", AN ARC LENGTH OF 359.50 FEET, A CHORD OF WHICH BEARS SOUTH 89°11'30" EAST, A CHORD LENGTH OF 322.46 FEET TO A POINT OF TANGENCY;
5) SOUTH 43°25'09" EAST, A DISTANCE OF 205.68 FEET;
6) NORTH 46°21'22" EAST, A DISTANCE OF 294.90 FEET;
7) NORTH 43°51'52" WEST, A DISTANCE OF 771.45 FEET;

THENCE CONTINUING NORTH 43°51'52" WEST, A DISTANCE OF 10.13 FEET TO THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE NORTH 45°56'43" EAST, A DISTANCE OF 985.78 FEET ALONG SAID RIGHT OF WAY;

THENCE SOUTH 43°51'52" EAST, A DISTANCE OF 660.72 FEET;
THENCE SOUTH 00°33'44" WEST, A DISTANCE OF 1,651.91 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 4,414,430 SQUARE FEET OR 101.341 ACRES, MORE OR LESS;

PARCEL "C"

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, COUNTY OF SARASOTA, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 00°59'33" EAST, A DISTANCE OF 256.80 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIVER ROAD AND THE **POINT OF BEGINNING;**

THENCE NORTH 00°59'33" EAST, A DISTANCE OF 2,390.32 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER TO THE WEST QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 00°29'25" EAST, A DISTANCE OF 2,647.46 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15 TO THE NORTHWEST CORNER OF SAID SECTION 15;
THENCE SOUTH 89°23'26" EAST, A DISTANCE OF 2,433.71 FEET ALONG THE NORTH LINE OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING SEVEN (7) COURSES:

1) SOUTH 00°28'30" WEST, A DISTANCE OF 2,439.41 FEET A POINT ON A NON-TANGENT CURVE;
2) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 459.31 FEET, A CENTRAL ANGLE OF 45°41'13", AN ARC LENGTH OF 366.25 FEET, A CHORD OF WHICH BEARS SOUTH 23°11'31" WEST, A CHORD LENGTH OF 356.62 FEET TO A NON-TANGENT LINE;
3) SOUTH 45°58'19" WEST, A DISTANCE OF 740.37 FEET;
4) SOUTH 45°58'32" WEST, A DISTANCE OF 1,300.03 FEET;
5) SOUTH 45°58'20" WEST, A DISTANCE OF 129.62 FEET;
6) NORTH 44°02'50" WEST, A DISTANCE OF 10.94 FEET;
7) SOUTH 45°56'51" WEST, A DISTANCE OF 1,070.05 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE **POINT OF BEGINNING**;

TOGETHER WITH THE LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 89°21'37" EAST, A DISTANCE OF 91.77 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO A POINT ON THE EAST RIGHT OF WAY OF SOUTH RIVER ROAD AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING FOUR (4) COURSES:

1) NORTH 45°56'43" EAST, A DISTANCE OF 1,186.42 FEET;
2) NORTH 45°58'20" EAST, A DISTANCE OF 129.64 FEET;
3) NORTH 45°58'32" EAST, A DISTANCE OF 1,300.02 FEET;
4) NORTH 45°58'19" EAST, A DISTANCE OF 638.05 FEET;

THENCE SOUTH 44°01'21" EAST, A DISTANCE OF 9.95 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL 202 AS RECORDED IN INSTRUMENT NO. 2008060371 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE ALONG THE SOUTH, EAST, AND NORTHERLY LINES OF SAID PARCEL FOR THE FOLLOWING EIGHTEEN (18) COURSES:

1) SOUTH 44°01'21" EAST, A DISTANCE OF 622.75 FEET;
2) NORTH 45°58'39" EAST, A DISTANCE OF 223.39 FEET;
3) NORTH 05°31'58" EAST, A DISTANCE OF 149.54 FEET;
4) NORTH 45°58'19" EAST, A DISTANCE OF 25.22 FEET;
5) NORTH 87°27'37" EAST, A DISTANCE OF 86.98 FEET;
6) NORTH 35°57'16" WEST, A DISTANCE OF 117.85 FEET;
7) NORTH 16°16'56" EAST, A DISTANCE OF 52.07 FEET;
8) NORTH 24°01'29" EAST, A DISTANCE OF 246.18 FEET;
9) NORTH 10°32'59" EAST, A DISTANCE OF 77.82 FEET;
10) NORTH 09°45'21" WEST, A DISTANCE OF 198.48 FEET;
11) NORTH 20°01'46" EAST, A DISTANCE OF 165.04 FEET TO A POINT OF CURVATURE;
12) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 69°29'11", AN ARC LENGTH OF 60.64 FEET, A CHORD OF WHICH BEARS NORTH 14°42'42" WEST, A CHORD LENGTH OF 56.99 FEET TO A POINT OF REVERSE CURVATURE;
13) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 53°04'04", AN ARC LENGTH OF 50.94 FEET, A CHORD OF WHICH BEARS NORTH 22°55'03" WEST, A CHORD LENGTH OF 49.14 FEET TO A POINT OF REVERSE CURVATURE;
14) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.0 FEET, A CENTRAL ANGLE OF 48°24'35", AN ARC LENGTH OF 42.25 FEET, A CHORD OF WHICH BEARS NORTH 20°35'14" WEST, A CHORD LENGTH OF 41.00 FEET TO A POINT OF REVERSE CURVATURE;
15) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 65°32'07", AN ARC LENGTH OF 171.57 FEET, A CHORD OF WHICH BEARS NORTH 12°01'25" WEST, A CHORD LENGTH OF 162.37 FEET TO A NON-TANGENT LINE;
16) NORTH 32°42'31" WEST, A DISTANCE OF 144.47 FEET;
17) NORTH 60°22'18" WEST, A DISTANCE OF 188.25 FEET;
18) NORTH 89°31'23" WEST, A DISTANCE OF 178.13 FEET;

THENCE CONTINUING NORTH 89°31'23" WEST, A DISTANCE OF 10.06 FEET RETURNING TO LAST SAID RIGHT OF WAY;
THENCE NORTH 00°28'37" EAST, A DISTANCE OF 683.35 FEET ALONG SAID RIGHT OF WAY;
THENCE NORTH 00°28'36" EAST, A DISTANCE OF 1,139.75 FEET ALONG SAID RIGHT OF WAY TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89°23'25" EAST, A DISTANCE OF 2,597.61 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 15;
THENCE SOUTH 00°05'39" WEST, A DISTANCE OF 2,610.81 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE EAST QUARTER CORNER OF SAID SECTION 15;
THENCE SOUTH 00°07'53" WEST, A DISTANCE OF 2,683.49 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 89°25'43" WEST, A DISTANCE OF 2,676.61 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTH QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 89°21'37" WEST, A DISTANCE OF 2,556.07 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO LAST SAID RIGHT OF WAY AND THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 25,788,615 SQUARE FEET OR 592.025 ACRES, MORE OR LESS;

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N44° 02' 50"W	339.35'
L2	S45° 57' 10"W	134.51'
L3	N44° 02' 50"W	446.63'
L4	S45° 57' 10"W	1065.78'
L5	N61° 12' 33"E	95.75'
L6	N87° 43' 01"E	117.40'
L7	S45° 00' 35"E	149.83'
L8	S26° 34' 18"E	89.62'
L9	S34° 31' 02"E	49.50'
L10	N68° 55' 13"E	137.11'
L11	S44° 02' 50"E	145.92'
L12	N45° 57' 10"E	289.58'
L13	S44° 02' 50"E	75.21'
L14	S45° 57' 10"W	39.98'
L15	S44° 02' 50"E	123.85'
L16	S45° 57' 10"W	926.07'
L17	S44° 02' 57"E	11.00'
L18	S45° 58' 15"W	425.82'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L19	S45° 58' 11"W	396.47'
L20	N00° 47' 08"E	426.65'
L21	S89° 12' 51"E	169.91'
L22	S00° 47' 09"W	54.02'
L23	S89° 11' 16"E	30.09'
L24	S58° 42' 27"E	666.78'
L25	S84° 52' 31"E	722.42'
L26	N10° 26' 23"W	600.46'
L27	N11° 47' 01"W	113.15'
L28	N14° 28' 39"W	195.78'
L29	N07° 06' 47"W	587.07'
L30	N61° 06' 42"W	171.47'
L31	N20° 03' 25"W	232.61'
L32	N22° 34' 03"W	101.02'
L33	N49° 42' 48"W	101.45'
L34	N63° 22' 46"W	454.30'
L35	N34° 55' 31"E	422.97'
L36	N34° 12' 19"E	90.38'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L37	N12° 24' 13"W	351.33'
L38	N24° 04' 44"E	375.32'
L39	N32° 28' 34"W	365.15'
L40	N83° 14' 28"E	274.84'
L41	N32° 39' 24"W	159.81'
L42	N00° 00' 00"E	414.51'
L43	S71° 45' 30"E	257.26'
L44	S00° 34' 08"W	945.34'
L45	N45° 58' 11"E	863.35'
L46	N45° 58' 06"E	1299.83'
L47	N45° 58' 15"E	425.86'
L48	N45° 56' 43"E	111.92'
L49	S44° 02' 47"E	285.40'
L50	S81° 29' 11"E	77.89'
L51	N45° 02' 09"E	58.25'
L52	S43° 25' 09"E	205.68'
L53	N46° 21' 22"E	294.90'
L54	S43° 51' 52"E	660.72'

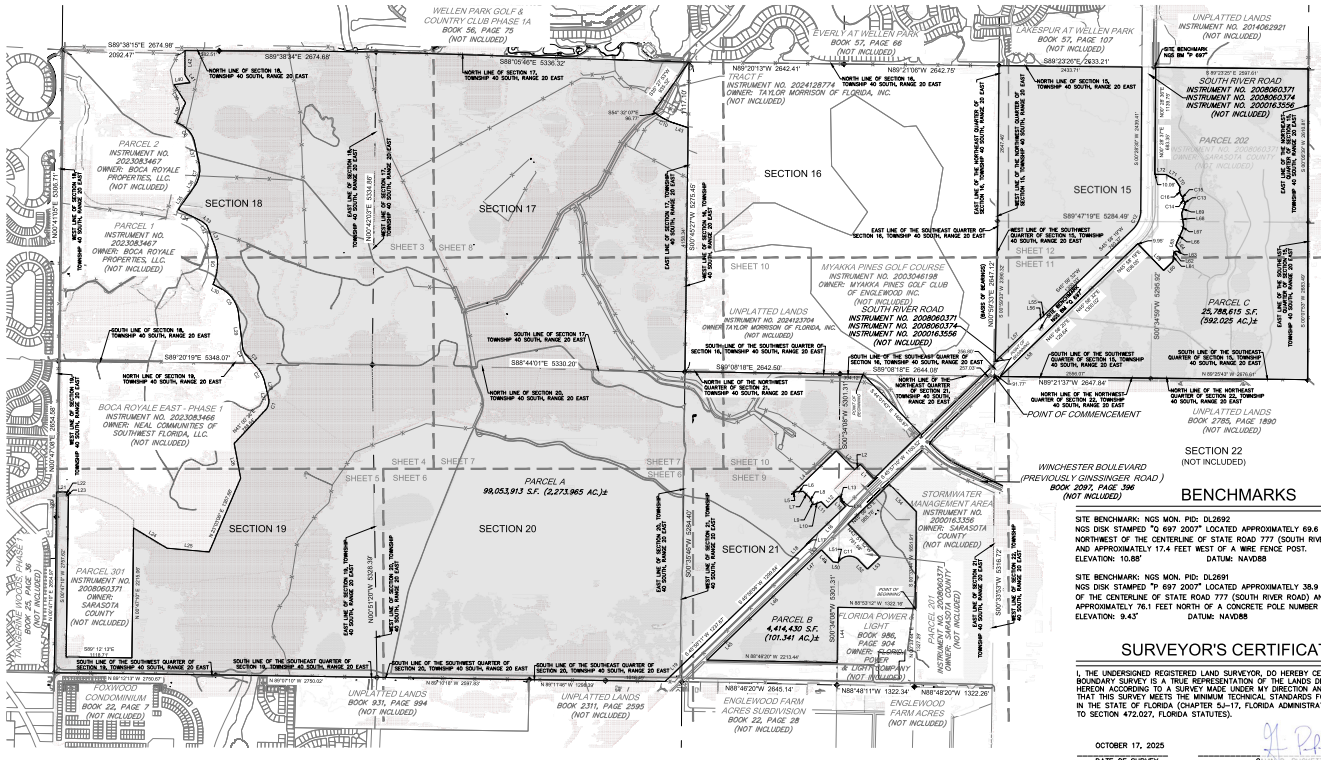
LINE TABLE		
LINE #	DIRECTION	LENGTH
L55	S45° 58' 20"W	129.62'
L56	N44° 02' 50"W	10.94'
L57	S45° 56' 51"W	1070.05'
L58	N45° 56' 43"E	1186.42'
L59	N44° 01' 21"W	632.70'
L60	N45° 58' 38"E	223.39'
L61	N05° 31' 58"E	149.54'
L62	N45° 58' 19"E	25.22'
L63	N87° 27' 37"E	86.98'
L64	N35° 57' 16"W	117.85'
L65	N16° 16' 56"E	52.07'
L66	N24° 01' 29"E	246.18'
L67	N10° 32' 59"E	77.82'
L68	N09° 45' 21"W	198.48'
L69	N20° 01' 46"E	165.04'
L70	N32° 42' 31"W	144.47'
L71	N60° 22' 18"W	188.25'
L72	N89° 31' 23"W	188.19'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C1	235.00'	188.20'	45°53'09"	N15°37'39"E	183.21'
C2	605.00'	330.66'	31°18'52"	N30°09'02"W	326.56'
C3	2072.08'	217.91'	6°01'32"	N41°19'32"W	217.81'
C4	227.13'	149.32'	37°40'01"	N25°56'48"W	146.64'
C5	545.08'	524.25'	55°06'21"	N34°05'32"W	504.27'
C6	900.00'	713.10'	45°23'50"	N00°52'32"E	694.59'
C7	507.03'	389.34'	43°59'49"	N06°50'45"E	379.85'
C8	455.00'	475.60'	59°53'24"	N42°21'04"W	454.24'
C9	2135.00'	104.08'	2°47'35"	S36°51'28"W	104.07'
C10	1060.00'	300.60'	17°13'23"	S63°08'40"E	299.47'
C11	225.00'	359.50'	91°32'43"	S89°11'30"E	322.46'
C12	459.31'	366.25'	45°41'13"	S23°11'31"W	356.62'
C13	50.00'	60.64'	69°29'11"	N14°42'42"W	56.99'
C14	55.00'	50.94'	53°04'04"	N22°55'03"W	49.14'
C15	50.00'	42.25'	48°24'35"	N20°35'14"W	41.00'
C16	150.00'	171.57'	65°32'07"	N12°01'25"W	162.37'

0 1000' 2000'
1" =1000' (HORIZONTAL)

LEGEND

- FOUND NO. 5 REBAR W/YELLOW PLASTIC CAP STAMPED, "BRITT LB 6638"
- SET NO. 5 REBAR W/PLASTIC CAP STAMPED, "CAGE LB 8640"
- FOUND NO. 5 REBAR, AS NOTED
- EX. SITE BENCHMARK =
- MEASURED INFORMATION = XXX.XX'
- EX. ELECTRICAL STRUCTURE =
- EX. VERTICAL POLE =
- EX. GUY WIRE =
- EX. MANHOLE LID =
- EX. STORM DRAIN =
- EX. CONCRETE CULVERT =
- EX. FIRE HYDRANT =
- EX. UTILITY LID =
- EX. SIGN =
- EX. VERTICAL POST =
- EX. TRAFFIC SIGNAL POLE =
- EX. LIGHT POLE =
- EX. MAILBOX =
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- LOT LINE
- ZONE X FLOOD AREAS
- APPROXIMATE TREE DRIP LINE
- WIRE FENCE =
- PAVEMENT LINE =
- CONCRETE SIDEWALK =
- EX. FEMA ZONE "AE" =
- EX. SURVEY AREA EXTENTS =



SURVEYOR'S NOTES

1. SURVEY TYPE: THIS MAP REPRESENTS A BOUNDARY SURVEY, SHOWING VISIBLE IMPROVEMENTS ONLY. OWNERSHIP OF FENCES AND/OR ANY OTHER IMPROVEMENTS SHOWN HEREON HAVE NOT BEEN DETERMINED AS PART OF THIS SURVEY.
2. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15 IS ASSUMED TO BEAR NORTH 00°59'33" EAST AS MONUMENTED AND SHOWN HEREON.
3. TITLE COMMITMENT: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CAGE CIVIL TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR COMMITMENT FOR TITLE INSURANCE OR TITLE POLICY.
4. FLOOD ZONE: A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN FLOOD ZONE AE(8), AND A PORTION IS LOCATED WITHIN ZONE X, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, AND A PORTION IS LOCATED WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAPS (FIRM) MAP NUMBERS 12115C0465G, 12115C0470G, 12115C0430G, AND 12115C0451G; EACH WITH AN EFFECTIVE DATE OF MARCH 27, 2024.
5. SURVEY ACCURACY: THE PARCEL SHOWN HEREON IS CLASSIFIED AS "SUBURBAN" (PER MINIMUM TECHNICAL STANDARDS, CHAPTER 5J-17.050, F.A.C). THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED TRAVERSE LOOP WAS FOUND TO EXCEED THIS REQUIREMENT.
6. ZONING & SETBACKS: INFORMATION REGARDING ZONING AND/OR SETBACKS HAVE NOT BEEN PROVIDED TO OR PURSUED BY THE UNDERSIGNED PROFESSIONAL SURVEY AND MAPPER AND THEREFORE ARE NOT A PART OF THIS SURVEY.
7. UNDERGROUND UTILITIES: THE LOCATION OF UNDERGROUND UTILITIES IS BEYOND THE SCOPE OF THIS SURVEY. THIS SURVEY DOES NOT REFLECT ALL UTILITIES OR IMPROVEMENTS, IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY VEGETATION OR OTHER OBSTRUCTIONS. THERE MAY BE ADDITIONAL UTILITIES OR IMPROVEMENTS THAT HAVE NOT BEEN SHOWN.
8. JURISDICTIONAL LANDS: THE SURVEYED PROPERTY MAY CONTAIN WETLANDS AND/OR OTHER ENVIRONMENTALLY PROTECTED LANDS WITHIN. DETERMINATION OF JURISDICTIONAL LANDS IS BEYOND THE SCOPE OF THIS SURVEY.
9. BOUNDARY INCONSISTENCIES: THE RECORD RIGHT OF WAY OF COUNTY ROAD #777 (SOUTH RIVER ROAD) GENERALLY FITS WELL WITH THE EXISTING MONUMENTATION. HOWEVER, THE RECORDED CURVES ARE INTENDED AS TANGENT CURVES, WHILE THE OBSERVED FIELD EVIDENCE INDICATES DISCREPANCIES IN CURVE GEOMETRY THAT SUGGEST NON-TANGENCY. THIS SURVEY REFLECTS THE BOUNDARY AS MONUMENTED IN THE FIELD, WITH NOTED VARIATIONS FROM THE RECORD INTENDED TO PRESERVE THE INTEGRITY OF EXISTING MONUMENTATION.
10. THE TOPOGRAPHIC INFORMATION SHOWN HEREON HAS BEEN PREPARED UTILIZING PHOTOGRAMMETRY AND AERIAL LIDAR AS PROVIDED BY PICKETT SURVEY BASED ON AN AERIAL SURVEY UNDERTAKEN ON SEPTEMBER 5TH, 2023.
11. AERIAL LIDAR DOES NOT PENETRATE ALL VEGETATION. OBSTRUCTED FEATURES MAY NOT BE SHOWN HEREON. CRITICAL FEATURES SHOULD BE VERIFIED BY ADDITIONAL FIELD INVESTIGATIONS.
12. THERE MAY BE EXISTING INTERIOR FENCES, ROADS, PATHS, AND OTHER PHYSICAL FEATURES NOT SHOWN HEREON. THESE FEATURES FALL OUTSIDE OF THE SCOPE OF THIS SURVEY AS AGREED UPON WITH THE CLIENT.
13. THIS SURVEY WAS PREPARED FOR WELLEN PARK LLLP. (CLIENT), BASED ON A FIELD SURVEY COMPLETED ON APRIL 2ND, 2025.
14. THIS SURVEY IS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD1983 (2011 ADJUSTMENT), IN U.S. SURVEY FEET AND REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
15. THE SURVEYED PROPERTY IS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS RECORDED WITH SARASOTA COUNTY AT INSTRUMENT NO. 2004216589 AND AMENDMENTS RECORDED UNDER INSTRUMENT NO. 2005257191 AND INSTRUMENT NO. 2007018906.
16. THE SURVEYED PROPERTY IS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS RECORDED WITH SARASOTA COUNTY AT INSTRUMENT NO. 2005197548 AND AMENDMENTS RECORDED UNDER INSTRUMENT NO. 2008099652.
17. THE SURVEYED PROPERTY IS SUBJECT TO 2024 WATER SUPPLY AGREEMENT BETWEEN CITY OF NORTH PORT, FLORIDA AND WELLEN PARK, LLLP RECORDED WITH SARASOTA COUNTY AT INSTRUMENT NO. 2024152165.
18. THE SURVEYED PROPERTY IS SUBJECT TO RESTRICTIVE COVENANT RECORDED WITH SARASOTA COUNTY AT INSTRUMENT NO. 2018128694.

BENCHMARKS

SITE BENCHMARK: NGS MON. PID: DL2692
NGS DISK STAMPED "Q 697 2007" LOCATED APPROXIMATELY 69.6 FEET NORTHWEST OF THE CENTERLINE OF STATE ROAD 777 (SOUTH RIVER ROAD) AND APPROXIMATELY 17.4 FEET WEST OF A WIRE FENCE POST.
ELEVATION: 10.88' DATUM: NAVD88

SITE BENCHMARK: NGS MON. PID: DL2691
NGS DISK STAMPED "P 697 2007" LOCATED APPROXIMATELY 38.9 FEET EAST OF THE CENTERLINE OF STATE ROAD 777 (SOUTH RIVER ROAD) AND APPROXIMATELY 76.1 FEET NORTH OF A CONCRETE POLE NUMBER 19N6A.
ELEVATION: 9.43' DATUM: NAVD88

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN HEREON ACCORDING TO A SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

OCTOBER 17, 2025
DATE OF SURVEY

GAVIN D. PUCKETT, PSM
FLORIDA LICENSE NO. 7594
LICENSE BUSINESS NO. 8640

GAVIN D. PUCKETT License Number 7594 STATE OF FLORIDA Professional Surveyor and Mapper

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GAVIN D. PUCKETT ON THE DATE LISTED IN THE CERTIFICATION. THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF THE CERTIFYING SURVEYOR AND MAPPER.

CAGE CIVIL ENGINEERING
12260 EVERGLOW DR.
SUITE A6
VENICE, FL 34293
P: 630.598.0007
WWW.CAGECIVIL.COM

REVISIONS
1 REVISED LABELS
2 REVISED BOUNDARY
3 TITLE COMMITMENT

THIS DRAWING AND THE DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF CAGE CIVIL ENGINEERING, INC. NO PART OF THIS DRAWING MAY BE REPRODUCED WITHOUT PRIOR WRITTEN PERMISSION FROM CAGE CIVIL ENGINEERING, INC.

WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 1000'
SHEET NUMBER
1 OF 12

PLOT DATE: 10/29/25 AT 9:37 AM
FILENAME: L:\PROJECTS\250012 - WELLEN PARK RANCH AREA EXTENTION\5 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY.DWG

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

LEGAL DESCRIPTION

LANDS LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A":
ALL OF SECTION 17,
EXCEPTING THE LANDS CONVEYED TO TAYLOR MORRISON OF FLORIDA, INC., RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2024128774;

ALL OF SECTION 18, EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;
AND EXCEPTING LANDS CONVEYED TO BOCA ROYALE PROPERTIES, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083467;

ALL OF SECTION 19, EXCEPTING LANDS CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371;
AND EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;

ALL OF SECTION 20,
EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371 AND INSTRUMENT NO. 2008060374;

ALL OF SECTION 21 LYING NORTH OF SOUTH RIVER ROAD, EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371, INSTRUMENT NO. 2008060374, AND INSTRUMENT NO. 2000163556; AND EXCEPTING LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY, RECORED IN OFFICIAL RECORDS BOOK 986, PAGE 904; AND EXCEPTING RIGHT-OF-WAY OF GISSINGER ROAD CONVEYED IN OFFICIAL RECORDS BOOK 2097, PAGE 398; AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 89°08'18" WEST, A DISTANCE OF 2,249.95 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 TO THE POINT OF BEGINNING;

THENCE SOUTH 44°01'43" EAST, A DISTANCE OF 1,406.97 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE SOUTH 45°57'10" WEST, A DISTANCE OF 1,100.52 FEET ALONG SAID RIGHT OF WAY TO THE SOUTHEAST CORNER OF STORMWATER MANAGEMENT PARCEL PER SAID INSTRUMENT NO. 2000163356;

THENCE ALONG THE EAST, NORTH, AND WESTERLY LINES OF SAID PARCEL FOR THE FOLLOWING FIFTEEN (15) COURSES:

1) NORTH 44°02'50" WEST, A DISTANCE OF 339.35 FEET;
2) SOUTH 45°57'10" WEST, A DISTANCE OF 134.51 FEET ;
3) NORTH 44°02'50" WEST, A DISTANCE OF 446.63 FEET ;
4) SOUTH 45°57'10" WEST, A DISTANCE OF 1,065.78 FEET ;
5) NORTH 61°12'33" EAST, A DISTANCE OF 95.75 FEET;
6) NORTH 87°43'01" EAST, A DISTANCE OF 117.40 FEET;
7) SOUTH 45°00'35" EAST, A DISTANCE OF 149.63 FEET;
8) SOUTH 26°34'18" EAST, A DISTANCE OF 89.62 FEET;
9) SOUTH 34°31'02" EAST, A DISTANCE OF 49.50 FEET;
10) NORTH 68°55'13" EAST, A DISTANCE OF 137.11 FEET;
11) SOUTH 44°02'50" EAST, A DISTANCE OF 145.92 FEET;
12) NORTH 45°57'10" EAST, A DISTANCE OF 289.58 FEET;
13) SOUTH 44°02'50" EAST, A DISTANCE OF 75.21 FEET;
14) SOUTH 45°57'10" WEST, A DISTANCE OF 39.98 FEET;
15) SOUTH 44°02'50" EAST, A DISTANCE OF 123.85 FEET RETURNING TO LAST SAID RIGHT OF WAY;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING SIX (6) COURSES:

1) SOUTH 45°57'10" WEST, A DISTANCE OF 926.07 FEET;
2) SOUTH 44°02'57" EAST, A DISTANCE OF 11.00 FEET;
3) SOUTH 45°58'15" WEST, A DISTANCE OF 425.82 FEET;
4) SOUTH 45°58'06" WEST, A DISTANCE OF 1,299.84 FEET;
5) SOUTH 45°58'11" WEST, A DISTANCE OF 1,237.67 FEET TO THE INTERSECTION OF THE WEST LINE OF SECTION 21;
6) CONTINUING SOUTH 45°58'11" WEST, A DISTANCE OF 396.47 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20;

THENCE NORTH 89°11'24" WEST, A DISTANCE OF 1,016.49 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20;
THENCE NORTH 89°11'46" WEST, A DISTANCE OF 1,298.39 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20 TO THE SOUTH QUARTER CORNER OF SECTION 20;
THENCE NORTH 89°10'18" WEST, A DISTANCE OF 2,597.83 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE SOUTHEAST CORNER OF SECTION 19
THENCE NORTH 89°07'10" WEST, A DISTANCE OF 2,750.02 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER TO THE SOUTH QUARTER CORNER OF SAID SECTION 19;
THENCE NORTH 89°12'13" WEST, A DISTANCE OF 2,750.67 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF SAID SECTION 19;
THENCE NORTH 0°47'10" EAST, A DISTANCE OF 2,654.97 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER TO THE WEST QUARTER CORNER OF SAID SECTION 19;
THENCE NORTH 0°47'08" EAST, A DISTANCE OF 426.65 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 TO THE SOUTH LINE OF BOCA ROYALE EAST – PHASE 1 PER SAID INSTRUMENT NO. 2023083466;

THENCE ALONG LAST SAID SOUTH LINE FOR THE FOLLOWING THREE (3) COURSES:

1) SOUTH 89°12'51" EAST, A DISTANCE OF 169.91 FEET;
2) SOUTH 0°47'09" WEST, A DISTANCE OF 54.02 FEET;
3) SOUTH 89°11'16" EAST, A DISTANCE OF 30.09 FEET TO THE WEST LINE OF PARCEL 301 PER SAID INSTRUMENT NO. 2008060371;

THENCE ALONG THE WEST, SOUTH, AND EAST LINE OF SAID PARCEL 301 FOR THE FOLLOWING THREE (3) COURSES:

1) SOUTH 0°47'10" WEST, A DISTANCE OF 2,757.62 FEET;
2) SOUTH 89°12'13" EAST, A DISTANCE OF 1,118.71 FEET;
3) NORTH 0°47'09" EAST, A DISTANCE OF 2,215.06 FEET RETURNING TO SAID SOUTH LINE OF BOCA ROYALE EAST – PHASE 1;

THENCE ALONG THE SOUTH AND EAST LINE OF SAID BOCA ROYALE EAST – PHASE 1 FOR THE FOLLOWING NINETEEN (19) COURSES:

1) SOUTH 58°42'27" EAST, A DISTANCE OF 666.78 FEET;
2) SOUTH 84°52'31" EAST, A DISTANCE OF 722.42 FEET;
3) NORTH 23°03'06" EAST, A DISTANCE OF 1,367.66 FEET;
4) NORTH 10°26'23" WEST, A DISTANCE OF 600.46 FEET;
5) NORTH 43°00'36" EAST, A DISTANCE OF 788.64 FEET TO A POINT ON A NON-TANGENT CURVE;
6) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 45°53'09", AN ARC LENGTH OF 188.20 FEET, A CHORD OF WHICH BEARS NORTH 15°37'39" EAST, A CHORD LENGTH OF 183.21 FEET TO A NON-TANGENT LINE;
7) NORTH 11°47'01" WEST, A DISTANCE OF 113.15 FEET ;
8) NORTH 14°28'39" WEST, A DISTANCE OF 195.78 FEET TO A POINT ON A NON-TANGENT CURVE;
9) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 31°18'52", AN ARC LENGTH OF 330.66 FEET, A CHORD OF WHICH BEARS NORTH 30°09'02" WEST, A CHORD LENGTH OF 326.56 FEET TO A POINT ON A NON-TANGENT CURVE;
10) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2072.08 FEET, A CENTRAL ANGLE OF 06°01'32", AN ARC LENGTH OF 217.91 FEET, A CHORD OF WHICH BEARS NORTH 41°19'32" WEST, A CHORD LENGTH OF 217.81 FEET TO A POINT ON A NON-TANGENT CURVE;
11) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 227.13 FEET, A CENTRAL ANGLE OF 37°40'01", AN ARC LENGTH OF 149.32 FEET, A CHORD OF WHICH BEARS NORTH 25°56'47" WEST, A CHORD LENGTH OF 146.64 FEET TO A POINT OF TANGENCY;
12) NORTH 07°06'47" WEST, A DISTANCE OF 587.07 FEET TO A POINT ON A NON-TANGENT CURVE;
13) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 545.08 FEET, A CENTRAL ANGLE OF 55°06'21", AN ARC LENGTH OF 524.25 FEET, A CHORD OF WHICH BEARS NORTH 34°05'32" WEST, A CHORD LENGTH OF 504.27 FEET TO A NON-TANGENT LINE;
14) NORTH 61°06'42" WEST, A DISTANCE OF 171.47 FEET TO A POINT ON A NON-TANGENT CURVE;
15) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 45°23'50", AN ARC LENGTH OF 713.10 FEET, A CHORD OF WHICH BEARS NORTH 00°52'32" EAST, A CHORD LENGTH OF 694.59 FEET TO A NON-TANGENT LINE;
16) NORTH 20°03'25" WEST, A DISTANCE OF 232.61 FEET;
17) NORTH 22°34'03" WEST, A DISTANCE OF 101.02 FEET;
18) NORTH 49°42'48" WEST, A DISTANCE OF 101.45 FEET;
19) NORTH 63°22'46" WEST, A DISTANCE OF 454.30 FEET TO THE EASTERLY LINE OF PARCEL 2 PER SAID INSTRUMENT NO. 2023083467;

THENCE ALONG LAST SAID EASTERLY LINE FOR THE FOLLOWING TEN (10) COURSES:

1) NORTH 34°50'31" EAST, A DISTANCE OF 422.97 FEET;
2) NORTH 34°12'19" EAST, A DISTANCE OF 90.38 FEET TO A POINT ON A NON-TANGENT CURVE;
3) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 507.03 FEET, A CENTRAL ANGLE OF 43°59'49", AN ARC LENGTH OF 389.34 FEET, A CHORD OF WHICH BEARS NORTH 08°50'45" EAST, A CHORD LENGTH OF 379.85 FEET TO A POINT ON A NON-TANGENT CURVE;
4) NORTH 12°24'13" WEST, A DISTANCE OF 351.33 FEET TO A POINT OF TANGENCY;
5) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 59°53'24", AN ARC LENGTH OF 475.60 FEET, A CHORD OF WHICH BEARS NORTH 42°21'04" WEST, A CHORD LENGTH OF 454.24 FEET TO A NON-TANGENT LINE;
6) NORTH 24°04'44" EAST, A DISTANCE OF 375.32 FEET;
7) NORTH 32°28'34" WEST, A DISTANCE OF 365.15 FEET;
8) NORTH 83°14'28" EAST, A DISTANCE OF 274.84 FEET;
9) NORTH 32°39'24" WEST, A DISTANCE OF 159.81 FEET;
10) NORTH 00°00'00" EAST, A DISTANCE OF 414.51 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18;

THENCE SOUTH 89°38'15" EAST, A DISTANCE OF 582.51 FEET ALONG LAST SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SECTION 18;
THENCE SOUTH 89°38'34" EAST, A DISTANCE OF 2,674.68 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER TO THE NORTHWEST CORNER OF SECTION 17;
THENCE SOUTH 88°05'46" EAST, A DISTANCE OF 5,336.32 FEET ALONG THE NORTH LINE OF SAID SECTION 17 TO NORTHEAST CORNER OF SAID SECTION 17 AND THE WESTERLY LINE OF DEED PER SAID INSTRUMENT NO. 2024128774, BEING A POINT ON A NON-TANGENT CURVE;

THENCE ALONG SAID WEST AND SOUTH LINES FOR THE FOLLOWING FIVE (5) COURSES:

1) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2135.00 FEET, A CENTRAL ANGLE OF 02°47'35", AN ARC LENGTH OF 104.08 FEET, A CHORD OF WHICH BEARS SOUTH 36°51'28" WEST, A CHORD LENGTH OF 104.07 FEET TO A POINT OF TANGENCY;
2) SOUTH 35°27'53" WEST, A DISTANCE OF 935.32 FEET;
3) SOUTH 54°32'07" EAST, A DISTANCE OF 96.77 FEET TO A POINT OF CURVATURE;
4) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 17°13'23", AN ARC LENGTH OF 300.60 FEET, A CHORD OF WHICH BEARS SOUTH 63°08'49" EAST, A CHORD LENGTH OF 299.47 FEET TO A POINT OF TANGENCY;
5) SOUTH 71°45'30" EAST, A DISTANCE OF 257.26 FEET TO THE EAST LINE OF SAID SECTION 17;

THENCE SOUTH 00°45'27" WEST, A DISTANCE OF 4,158.34 FEET ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF SECTION 21;
THENCE SOUTH 89°08'18" EAST, A DISTANCE OF 2,642.50 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO THE NORTH QUARTER CORNER OF SAID SECTION 21;
THENCE SOUTH 89°08'18" EAST, A DISTANCE OF 394.12 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 99,053,913 SQUARE FEET OR 2,273.965 ACRES, MORE OR LESS;

PARCEL "B"
A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST, COUNTY OF SARASOTA, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 00°33'53" WEST, A DISTANCE OF 5,316.72 FEET ALONG THE EAST LINE OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF SAID SECTION 21;

THENCE NORTH 88°48'20" WEST, A DISTANCE OF 1,322.26 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF FLORIDA POWER AND LIGHT PARCEL AS RECORDED IN OFFICIAL RECORD BOOK 986, PAGE 904 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE NORTH 00°33'44" EAST, A DISTANCE OF 1,327.29 FEET ALONG EAST LINE OF SAID PARCEL TO THE POINT OF BEGINNING;

THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL FOR THE FOLLOWING THREE (3) COURSES:

1) NORTH 88°53'12" WEST, A DISTANCE OF 1,322.16 FEET;
2) SOUTH 00°34'08" WEST, A DISTANCE OF 945.34 FEET;
3) NORTH 88°46'20" WEST, A DISTANCE OF 2,213.44 FEET TO THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE ALONG LAST SAID RIGHT OF WAY FOR THE FOLLOWING FOUR (4) COURSES:

1) NORTH 45°58'11" EAST, A DISTANCE OF 863.35 FEET;
2) NORTH 45°58'06" EAST, A DISTANCE OF 1,299.83 FEET;
3) NORTH 45°58'15" EAST, A DISTANCE OF 425.86 FEET;
4) NORTH 45°56'43" EAST, A DISTANCE OF 111.92 FEET;

THENCE SOUTH 44°02'47" EAST, A DISTANCE OF 10.04 FEET TO THE WESTERLY CORNER OF TRACT 201 AS RECORDED IN INSTRUMENT NO. 2008060371 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE ALONG THE WEST, SOUTH, AND EASTERLY LINES OF SAID TRACT 201 FOR THE FOLLOWING SEVEN (7) COURSES:

1) SOUTH 44°02'47" EAST, A DISTANCE OF 275.37 FEET;
2) SOUTH 81°29'11" EAST, A DISTANCE OF 77.89 FEET;
3) NORTH 45°02'09" EAST, A DISTANCE OF 58.25 FEET TO A POINT OF CURVATURE;
4) ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 91°32'43", AN ARC LENGTH OF 359.50 FEET, A CHORD OF WHICH BEARS SOUTH 89°11'30" EAST, A CHORD LENGTH OF 322.46 FEET TO A POINT OF TANGENCY;
5) SOUTH 43°25'09" EAST, A DISTANCE OF 205.68 FEET;
6) NORTH 46°21'22" EAST, A DISTANCE OF 294.90 FEET;
7) NORTH 43°51'52" WEST, A DISTANCE OF 771.45 FEET;

THENCE CONTINUING NORTH 43°51'52" WEST, A DISTANCE OF 10.13 FEET TO THE SOUTH RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE NORTH 45°56'43" EAST, A DISTANCE OF 985.78 FEET ALONG SAID RIGHT OF WAY;

THENCE SOUTH 43°51'52" EAST, A DISTANCE OF 660.72 FEET;
THENCE SOUTH 00°33'44" WEST, A DISTANCE OF 1,651.91 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 4,414,430 SQUARE FEET OR 101.341 ACRES, MORE OR LESS;

PARCEL "C"
A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST, COUNTY OF SARASOTA, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE NORTH 00°59'33" EAST, A DISTANCE OF 256.80 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIVER ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 00°59'33" EAST, A DISTANCE OF 2,390.32 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER TO THE WEST QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 00°29'25" EAST, A DISTANCE OF 2,647.46 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15 TO THE NORTHWEST CORNER OF SAID SECTION 15;
THENCE SOUTH 89°23'26" EAST, A DISTANCE OF 2,433.71 FEET ALONG THE NORTH LINE OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH RIVER ROAD;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING SEVEN (7) COURSES:

1) SOUTH 00°28'30" WEST, A DISTANCE OF 2,439.41 FEET A POINT ON A NON-TANGENT CURVE;
2) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 459.31 FEET, A CENTRAL ANGLE OF 45°41'13", AN ARC LENGTH OF 366.25 FEET, A CHORD OF WHICH BEARS SOUTH 23°11'31" WEST, A CHORD LENGTH OF 356.62 FEET TO A NON-TANGENT LINE;
3) SOUTH 45°58'19" WEST, A DISTANCE OF 740.37 FEET;
4) SOUTH 45°58'32" WEST, A DISTANCE OF 1,300.03 FEET;
5) SOUTH 45°58'20" WEST, A DISTANCE OF 129.62 FEET;
6) NORTH 44°02'50" WEST, A DISTANCE OF 10.94 FEET;
7) SOUTH 45°56'51" WEST, A DISTANCE OF 1,070.05 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AND THE POINT OF BEGINNING;

TOGETHER WITH THE LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST;

THENCE SOUTH 89°21'37" EAST, A DISTANCE OF 91.77 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER TO A POINT ON THE EAST RIGHT OF WAY OF SOUTH RIVER ROAD AND THE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT OF WAY FOR THE FOLLOWING FOUR (4) COURSES:

1) NORTH 45°56'43" EAST, A DISTANCE OF 1,186.42 FEET;
2) NORTH 45°58'20" EAST, A DISTANCE OF 129.64 FEET;
3) NORTH 45°58'32" EAST, A DISTANCE OF 1,300.02 FEET;
4) NORTH 45°58'19" EAST, A DISTANCE OF 638.05 FEET;

THENCE SOUTH 44°01'21" EAST, A DISTANCE OF 9.95 FEET TO A POINT ON THE BOUNDARY OF TRACT 202 AS RECORDED IN INSTRUMENT NO. 2008060371 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING EIGHTEEN (18) COURSES:

1) SOUTH 44°01'21" EAST, A DISTANCE OF 622.75 FEET;
2) NORTH 45°58'39" EAST, A DISTANCE OF 223.39 FEET;
3) NORTH 05°31'58" EAST, A DISTANCE OF 149.54 FEET;
4) NORTH 45°58'19" EAST, A DISTANCE OF 25.22 FEET;
5) NORTH 87°27'37" EAST, A DISTANCE OF 86.98 FEET;
6) NORTH 35°57'16" WEST, A DISTANCE OF 117.85 FEET;
7) NORTH 16°16'56" EAST, A DISTANCE OF 52.07 FEET;
8) NORTH 24°01'29" EAST, A DISTANCE OF 246.18 FEET;
9) NORTH 10°32'59" EAST, A DISTANCE OF 77.82 FEET;
10) NORTH 09°45'21" WEST, A DISTANCE OF 198.48 FEET;
11) NORTH 20°01'46" EAST, A DISTANCE OF 165.04 FEET TO A POINT OF CURVATURE;
12) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 69°29'11", AN ARC LENGTH OF 60.64 FEET, A CHORD OF WHICH BEARS NORTH 14°42'42" WEST, A CHORD LENGTH OF 56.99 FEET TO A POINT OF REVERSE CURVATURE;
13) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 53°04'04", AN ARC LENGTH OF 50.94 FEET, A CHORD OF WHICH BEARS NORTH 22°56'03" WEST, A CHORD LENGTH OF 49.14 FEET TO A POINT OF REVERSE CURVATURE;
14) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.0 FEET, A CENTRAL ANGLE OF 48°24'35", AN ARC LENGTH OF 42.25 FEET, A CHORD OF WHICH BEARS NORTH 20°35'14" WEST, A CHORD LENGTH OF 41.00 FEET TO A POINT OF REVERSE CURVATURE;
15) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 65°32'07", AN ARC LENGTH OF 171.57 FEET, A CHORD OF WHICH BEARS NORTH 12°01'25" WEST, A CHORD LENGTH OF 162.37 FEET TO A NON-TANGENT LINE;
16) NORTH 32°42'31" WEST, A DISTANCE OF 144.47 FEET;
17) NORTH 60°22'18" WEST, A DISTANCE OF 188.25 FEET;
18) NORTH 89°31'23" WEST, A DISTANCE OF 178.13 FEET;

THENCE CONTINUING NORTH 89°31'23" WEST, A DISTANCE OF 10.06 FEET RETURNING TO LAST SAID RIGHT OF WAY;
THENCE NORTH 00°28'37" EAST, A DISTANCE OF 683.35 FEET ALONG SAID RIGHT OF WAY;
THENCE NORTH 00°28'36" EAST, A DISTANCE OF 1,139.75 FEET ALONG SAID RIGHT OF WAY TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89°23'25" EAST, A DISTANCE OF 2,597.61 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 15;
THENCE SOUTH 00°05'39" WEST, A DISTANCE OF 2,610.81 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO THE EAST QUARTER CORNER OF SAID SECTION 15;
THENCE SOUTH 00°07'53" WEST, A DISTANCE OF 2,683.49 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTHEAST CORNER OF SAID SECTION 15;
THENCE NORTH 89°25'43" WEST, A DISTANCE OF 2,676.61 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE SOUTH QUARTER CORNER OF SAID SECTION 15;
THENCE NORTH 89°21'37" WEST, A DISTANCE OF 2,556.07 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 TO LAST SAID RIGHT OF WAY AND THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 25,788,615 SQUARE FEET OR 592.025 ACRES, MORE OR LESS;

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2 REVISED BOUNDARY
3 TITLE COMMITMENT

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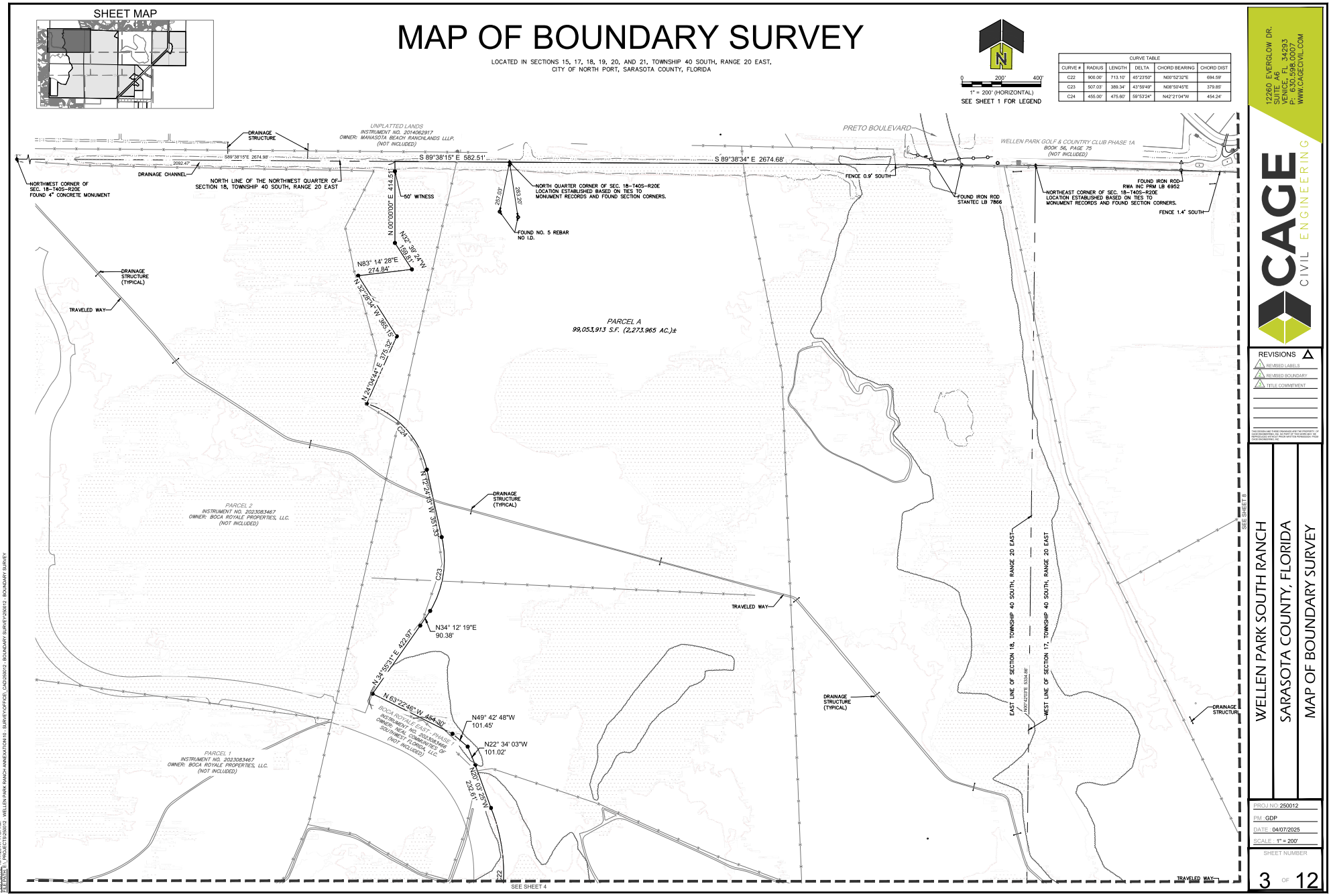
WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
ALTA/NSPS LAND TITLE SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: N/A

SHEET NUMBER
2 OF 12

PLOT DATE: 10/7/25 AT 11:41 AM
FILE NAME: E:\PROJECTS\24\0373 - PORTILLO'S LUTZ FL\10 - SURVEY\OFFICE_CAD\24\0373 - 24000 HWY 39 ALTA



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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

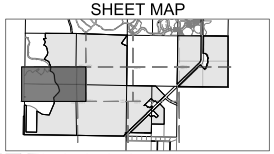
SHEET NUMBER
3 OF 12

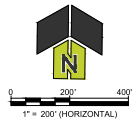
PLOT DATE: 10/17/25 AT 11:37 AM
FILENAME: I:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\5 - SURVEY\OFFICE\ CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SHEET MAP

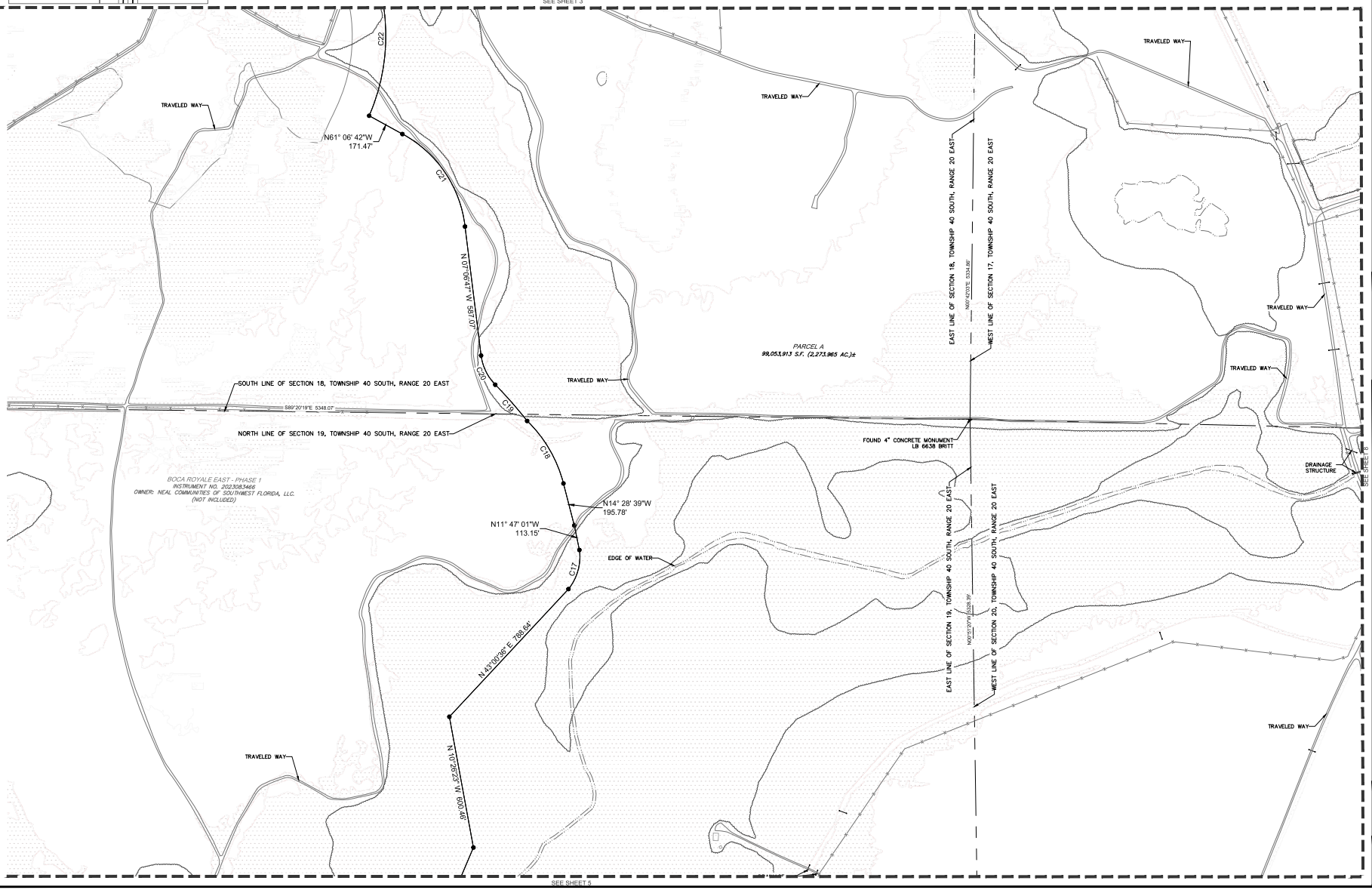




SEE SHEET 1 FOR LEGEND

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C17	235.00'	188.20'	45°53'08"	N15°37'39"E	183.21'
C18	605.00'	330.66'	31°18'52"	N30°09'02"W	326.56'
C19	2072.08'	217.91'	6°01'32"	N41°19'32"W	217.81'
C20	227.13'	149.32'	37°40'01"	N25°56'48"W	146.64'
C21	545.08'	524.25'	55°06'21"	N34°05'32"W	504.27'
C22	960.00'	713.10'	45°23'50"	N00°52'32"E	694.59'

SEE SHEET 3



SEE SHEET 5

SEE SHEET 6

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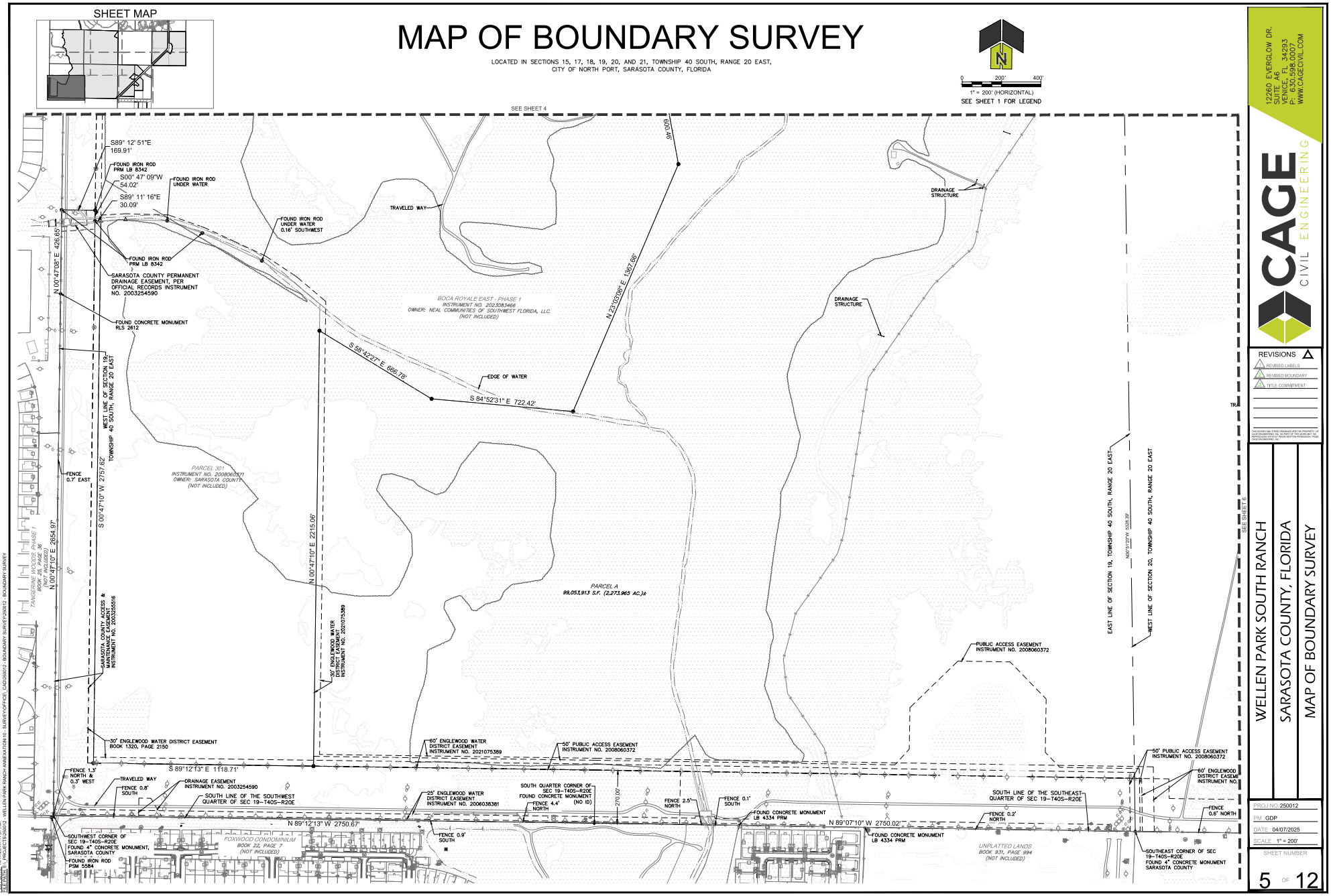
WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

SHEET NUMBER
4 OF 12

PLOT DATE: 10/7/25 AT 11:37 AM
FILENAME: I:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\3 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY.DWG



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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

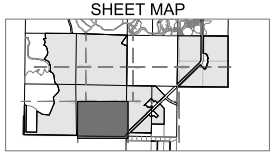
SHEET NUMBER
5 OF 12

PLOT DATE: 10/17/25 AT 11:37 AM
FILENAME: E:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY.DWG

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SHEET MAP



0 200' 400'
1" = 200' (HORIZONTAL)
SEE SHEET 1 FOR LEGEND

SEE SHEET 4 | SEE SHEET 7 | SEE SHEET 5 | SEE SHEET 9

EAST LINE OF SECTION 19, TOWNSHIP 40 SOUTH, RANGE 20 EAST
WEST LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST
N00°51'20"W 5328.39'

EAST LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST
WEST LINE OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S00°39'40"W 5264.40'

TRAVELED WAY

PARCEL A
99,053,913 S.F. (2,273.965 AC.)±

50' PUBLIC ACCESS EASEMENT
INSTRUMENT NO. 2008060372

60' ENGLEWOOD WATER
DISTRICT EASEMENT
INSTRUMENT NO. 2021075389

170' FLORIDA POWER & LIGHT EASEMENT
BOOK 986, PAGE 905

FENCE
0.6' NORTH

SOUTH LINE OF THE SOUTHWEST QUARTER OF SEC 20-T40S-R20E

N 89°10'18" W 2597.83'

SOUTHEAST CORNER OF SEC
19-T40S-R20E
FOUND 4" CONCRETE MONUMENT
SARASOTA COUNTY

UNPLATTED LANDS
BOOK 931, PAGE 994
(NOT INCLUDED)

FENCE
0.9' NORTH

SOUTH QUARTER CORNER OF
SECTION 20-T40S-R20E
FOUND 4" CONCRETE MONUMENT
NO ID

SOUTH LINE OF THE SOUTHEAST QUARTER OF SEC 20-T40S-R20E

N 89°11'46" W 1298.39'

FENCE
2.4' NORTH

FOUND CONCRETE MONUMENT
SARCO PLS 186

N 89°11'24" W 1016.49'
1298.86'

TEMPORARY CONSTRUCTION
FLORIDA POWER & LIGHT EASEMENT
INSTRUMENT NO. 2024087397
INSTRUMENT NO. 2024087398

20' FLORIDA POWER & LIGHT EASEMENT
INSTRUMENT NO. 2024087397
INSTRUMENT NO. 2024087398

FENCE
1.0' SOUTH

S 45°58'11" W 396.47'
282.17'

SOUTHWEST CORNER
21-T40S-R20E
FOUND 5/8" REBAR
IN PAVEMENT CUTOUT

FENCE 3.5' SOUTH & 3.6' SOUTHEAST

S 45°55'11" W 1237.67'

FOUND IRON ROD

SOUTH LINE

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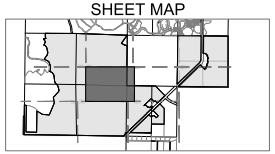
WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

SHEET NUMBER
6 OF 12

PLOT DATE: 10/17/25 AT 11:37 AM
FILENAME: I:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\13 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY.DWG

SHEET MAP



MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

0 200' 400'
1" = 200' (HORIZONTAL)
SEE SHEET 1 FOR LEGEND

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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

SHEET NUMBER
7 OF 12

PLOT DATE: 10/17/25 AT 11:38 AM
FILENAME: J:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\3 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SHEET MAP

0 200' 400'
1" = 200' (HORIZONTAL)
SEE SHEET 1 FOR LEGEND

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C25	2135.00'	104.08'	2°47'35"	S36°51'28"W	104.07'
C26	1000.00'	300.60'	17°13'23"	S63°08'49"E	299.47'

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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

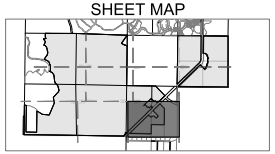
PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'
SHEET NUMBER
8 OF 12

PLOT DATE: 10/7/25 AT 11:38 AM
FILENAME: J:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\3 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY.DWG

MAP OF BOUNDARY SURVEY

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SHEET MAP



LINE TABLE		
LINE #	DIRECTION	LENGTH
L75	N61° 12' 33"E	95.75'
L76	N87° 43' 01"E	117.40'
L77	S45° 00' 35"E	149.83'
L78	S26° 34' 18"E	89.62'
L79	S34° 31' 02"E	49.50'
L80	N68° 55' 13"E	137.11'
L81	S44° 02' 50"E	145.92'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L82	S44° 02' 50"E	75.21'
L83	S45° 57' 10"W	39.98'
L84	S44° 02' 50"E	123.85'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DIST
C27	225.00'	359.50'	91°32'43"	S89°11'30"E	322.46'

0 200' 400'
1" = 200' (HORIZONTAL)

SEE SHEET 1 FOR LEGEND

SEE SHEET 7
SEE SHEET 10
SEE SHEET 6

EAST LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST
WEST LINE OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST

PARCEL A
99,053,913 S.F. (2,273.965 AC.)±

PARCEL B
4,414,430 S.F. (101.341 AC.)±

PARCEL 201
INSTRUMENT NO. 2008060371
OWNER: SARASOTA COUNTY
(NOT INCLUDED)

SOUTH RIVER ROAD
INSTRUMENT NO. 2008060371
INSTRUMENT NO. 2008060374
INSTRUMENT NO. 2000163556
(NOT INCLUDED)

UNPLATTED LANDS
INSTRUMENT NO. 2014062918
OWNER: WINCHESTER FLORIDA RANCH, LLLP.
(NOT INCLUDED)

FLORIDA POWER & LIGHT
BOOK 986, PAGE 904
OWNER: FLORIDA POWER & LIGHT COMPANY
(NOT INCLUDED)

ENGLEWOOD FARM ACRES
SUBDIVISION
BOOK 22, PAGE 28
(NOT INCLUDED)

ENGLEWOOD FARM ACRES
(NOT INCLUDED)

SOUTH LINE OF THE SOUTHWEST QUARTER OF SEC 21-T40S-R20E

EAST LINE OF THE SOUTHWEST QUARTER OF SEC 21-T40S-R20E

WEST LINE OF THE SOUTHEAST QUARTER OF SEC 21-T40S-R20E

EAST LINE OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST

WEST LINE OF SECTION 22, TOWNSHIP 40 SOUTH, RANGE 20 EAST

POINT OF BEGINNING

SOUTHWEST CORNER OF SEC 21-T40S-R20E
FOUND 5/8" REBAR IN PAVEMENT CUTOUT

SOUTHEAST CORNER OF SEC 21-T40S-R20E
FOUND CONCRETE MONUMENT PRM 3547

FOUND 4" CONCRETE MONUMENT RLS 1364

FOUND 4" CONCRETE MONUMENT BROKEN

FOUND CONCRETE MONUMENT NO ID

FOUND CONCRETE MONUMENT PLS 2479

FOUND IRON ROD NO ID

FOUND IRON ROD PRM LB 3943

FOUND 5/8" IRON ROD LEANING SOUTHWEST

FOUND 1" PIPE

FOUND 0.2' NORTH

FOUND 0.2' SOUTH

FOUND 5/8" IRON ROD

FOUND 0.5' SOUTHWEST

FOUND CONCRETE MONUMENT

S 45°56'43" E 2528.64'

S 43°51'52" E 660.72'

S 45°57'10" W 926.07'

N 43°51'52" W 771.45'

S 00°33'44" W 1651.91'

S 45°56'06" W 1299.84'

N 45°56'06" E 1299.83'

S 45°56'11" W 1237.67'

N 45°56'11" E 863.33'

S 45°56'11" W 396.47'

N 88°53'12" W 1322.16'

S 00°34'08" W 945.34'

N 88°46'20" W 2213.44'

S 44° 02' 57"E 11.00'

S 44° 02' 47"E 289.40'

N 45°56'43" W 289.58'

N 66°21'22"E 294.96'

N 45°58'15" W 425.82'

N 45°58'15" E 425.86'

N88°46'20"W 2645.14'

N88°48'11"W 1322.34'

N88°48'20"W 1322.26'

S00°35'45"W 5316.72'

S00°35'45"W 2301.31'

N 00°34'08" E 2301.31'

S 00°35'45" W 2284.40'

EDGE OF WATER

DRAINAGE STRUCTURE

TRAVELED WAY

FENCE 0.4' WEST

FENCE 0.4' EAST

FENCE 3.1' SOUTH & 3.6' SOUTHEAST

FENCE 0' SOUTH

C27

L75 L76 L77 L78 L79 L80 L81 L82 L83 L84 L85 L86 L87

20' FPL EASEMENT INSTRUMENT NO. 2019090538

(PREVIOUSLY GINSSINGER ROAD)
BOOK 2097, PAGE 396
(NOT INCLUDED)

15' FLORIDA POWER & LIGHT EASEMENT INSTRUMENT NO. 2024087399

330' FLORIDA POWER & LIGHT EASEMENT BOOK 986, PAGE 905

170' FLORIDA POWER & LIGHT EASEMENT BOOK 986, PAGE 905

100' FLORIDA POWER & LIGHT EASEMENT INSTRUMENT NO. 2000107168

TEMPORARY CONSTRUCTION EASEMENT NO. 2024087397
EASEMENT NO. 2024087398

POWER & LIGHT EASEMENT NO. 2024087397
EASEMENT NO. 2024087398

STORMWATER MANAGEMENT AREA
INSTRUMENT NO. 2020070538
OWNER: SARASOTA COUNTY
(NOT INCLUDED)

STORMWATER MANAGEMENT AREA
INSTRUMENT NO. 2020070538
OWNER: SARASOTA COUNTY
(NOT INCLUDED)

12260 EVERGLOW DR.
SUITE A6
VENICE, FL 34293
P: 630.598.0007
WWW.CAGECIVIL.COM

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1 REVISED LABELS
2 REVISED BOUNDARY
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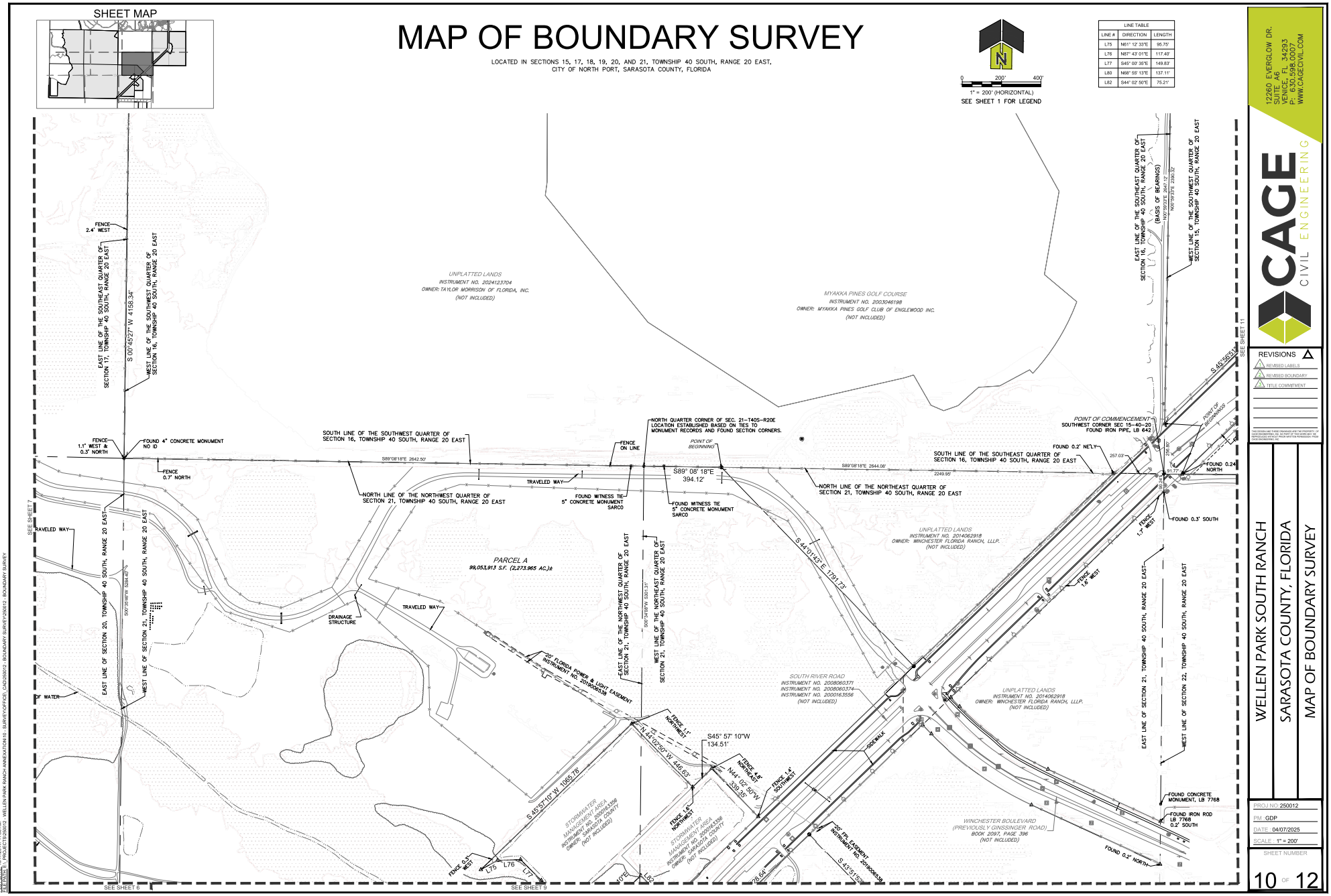
WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

SHEET NUMBER
9 OF 12

PLOT DATE: 10/17/25 AT 11:38 AM
FILE PATH: E:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\10 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY\250012 - BOUNDARY SURVEY.DWG


SHEET MAP
MAP OF BOUNDARY SURVEY
LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA
0 200' 400'
1" = 200' (HORIZONTAL)
SEE SHEET 1 FOR LEGEND
LINE TABLE
LINE # | DIRECTION | LENGTH
L75 | N61° 12' 33"E | 95.75'
L76 | N87° 43' 01"E | 117.40'
L77 | S45° 00' 35"E | 149.83'
L80 | N68° 55' 13"E | 137.11'
L82 | S44° 02' 50"E | 75.21'
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REVISIONS
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REVISED BOUNDARY
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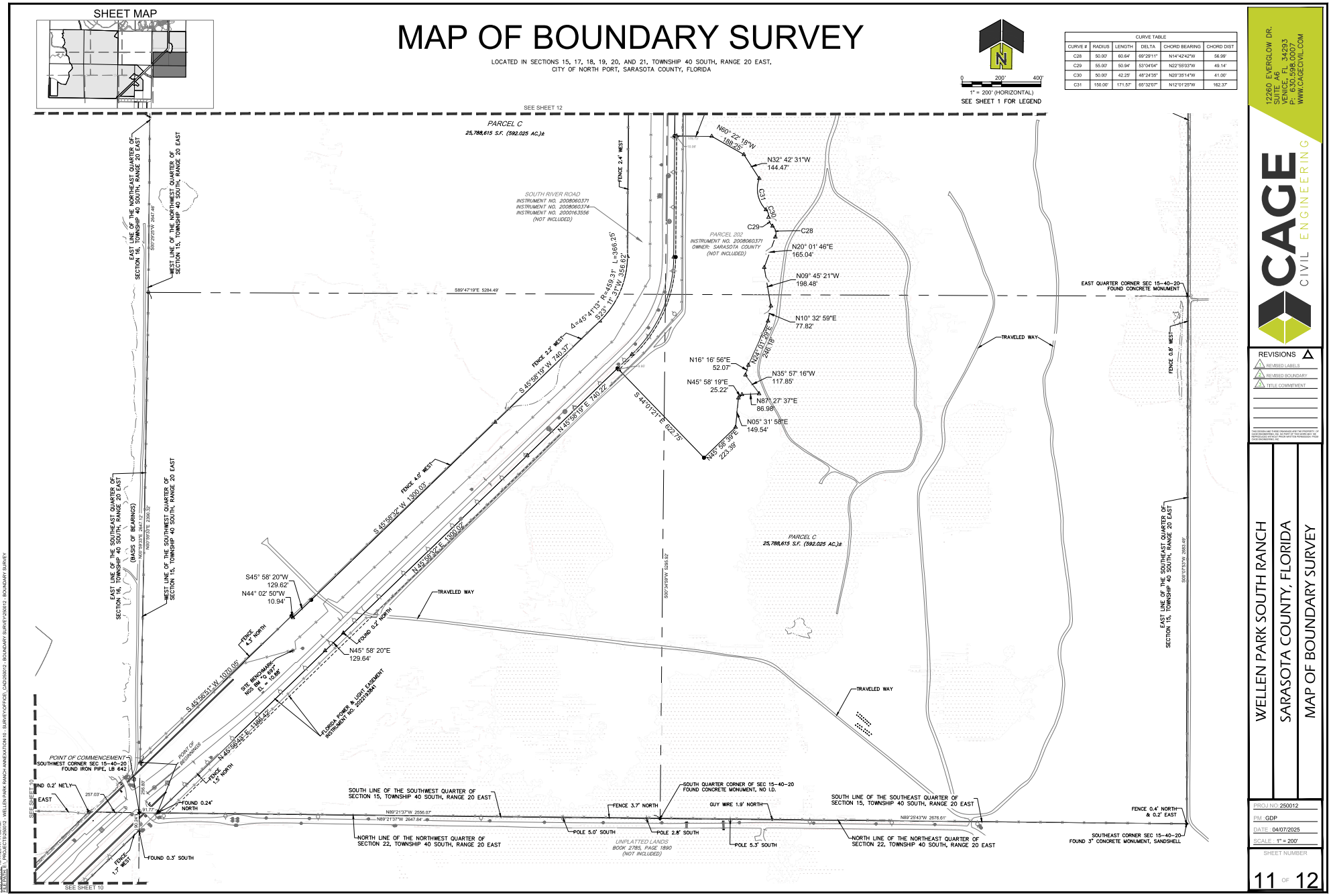
WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY
PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'
SHEET NUMBER
10 OF 12
UNPLATTED LANDS
INSTRUMENT NO. 2024123704
OWNER: TAYLOR MORRISON OF FLORIDA, INC.
(NOT INCLUDED)
MYAKKA PINES GOLF COURSE
INSTRUMENT NO. 2003046198
OWNER: MYAKKA PINES GOLF CLUB OF ENGLEWOOD INC.
(NOT INCLUDED)
EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 SOUTH, RANGE 20 EAST
WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S 00°45'27" W 4158.34'
FENCE 2.4' WEST
FOUND 4" CONCRETE MONUMENT NO ID
FENCE 1.1' WEST & 0.3' NORTH
FENCE 0.7' NORTH
SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S89°08'18"E 2642.50'
NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST
NORTH QUARTER CORNER OF SEC. 21-T40S-R20E
LOCATION ESTABLISHED BASED ON TIES TO MONUMENT RECORDS AND FOUND SECTION CORNERS.
POINT OF BEGINNING
FENCE ON LINE
S89° 08' 18"E 394.12'
FOUND WITNESS TIE 5" CONCRETE MONUMENT SARCO
TRAVELED WAY
SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S89°08'18"E 2644.08'
2249.95'
NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST
POINT OF COMMENCEMENT
SOUTHWEST CORNER SEC 15-40-20
FOUND IRON PIPE, LB 642
FOUND 0.2' NE'LY
257.03'
EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST
(BASIS OF BEARINGS)
N00°39'35"E 2647.12'
N00°39'35"E 2390.32'
WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S 45°58'54" E
SEE SHEET 11
FOUND 0.24' NORTH
FOUND 0.3' SOUTH
FENCE 1.7' WEST
FENCE 1.8' WEST
PARCEL A
99,053,913 S.F. (2,273.965 AC.)±
S 44°01'43" E 1791.73'
UNPLATTED LANDS
INSTRUMENT NO. 2014062918
OWNER: WINCHESTER FLORIDA RANCH, LLLP.
(NOT INCLUDED)
EAST LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST
WEST LINE OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S00°30'48"W 5284.40'
TRAVELED WAY
DRAINAGE STRUCTURE
P. WATER
EAST LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST
WEST LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S89°34'59"W 5301.31'
70' FLORIDA POWER & LIGHT EASEMENT INSTRUMENT NO. 2015048538
SOUTH RIVER ROAD
INSTRUMENT NO. 2008060371
INSTRUMENT NO. 2008060374
INSTRUMENT NO. 2000163556
(NOT INCLUDED)
UNPLATTED LANDS
INSTRUMENT NO. 2014062918
OWNER: WINCHESTER FLORIDA RANCH, LLLP.
(NOT INCLUDED)
EAST LINE OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST
WEST LINE OF SECTION 22, TOWNSHIP 40 SOUTH, RANGE 20 EAST
FENCE 1.1' NORTHWEST
S45° 57' 10"W 134.51'
N 44°02'50" W 446.69'
S 45°57'10" W 1085.78'
FENCE 4.6' NORTHEAST
N44° 00' 50"W 339.35'
FENCE 1.4' SOUTHWEST
SIDEWALK
STORMWATER MANAGEMENT AREA
INSTRUMENT NO. 2000163556
OWNER: SARASOTA COUNTY
(NOT INCLUDED)
FENCE 4.6' NORTHEAST
FENCE 0.3' WEST
L75 L76 L77 L80 L82
20' FPL EASEMENT INSTRUMENT NO. 2015048538
S 43°51'02" E 28.64'
WINCHESTER BOULEVARD
(PREVIOUSLY GINSSINGER ROAD)
BOOK 2097, PAGE 396
(NOT INCLUDED)
FOUND CONCRETE MONUMENT, LB 7768
FOUND IRON ROD LB 7768 0.2' SOUTH
FOUND 0.2' NORTH
SEE SHEET 6
SEE SHEET 9
SEE SHEET 7
PLOT DATE: 10/17/25 AT 11:38 AM
FILENAME: I:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\16 - SURVEY\OFFICE\ CAD\250012 - BOUNDARY SURVEY.DWG



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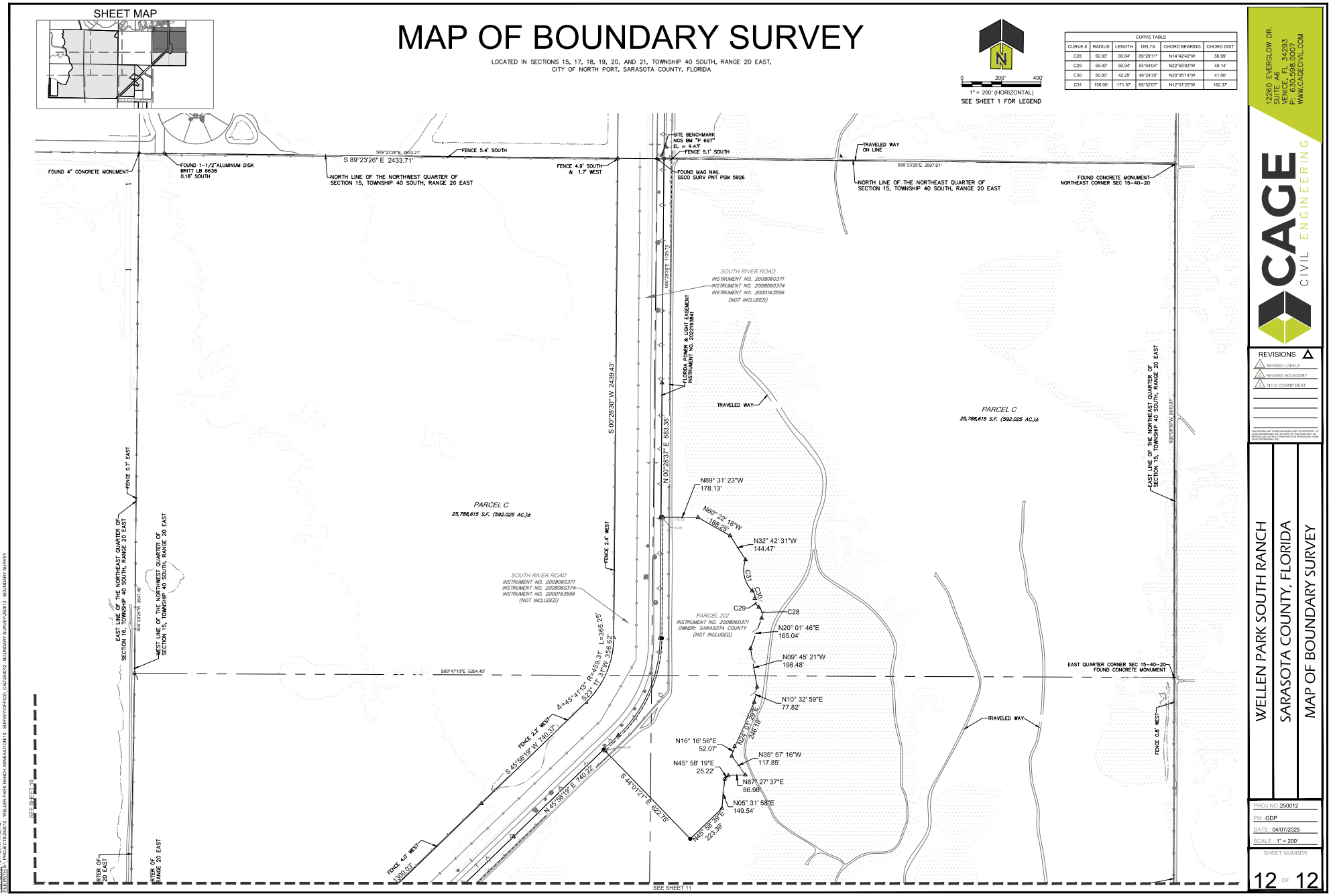
TITLE COMMITMENT

WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY

PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'

SHEET NUMBER
11 OF 12

PLOT DATE: 10/7/25 AT 11:38 AM
FILE NOTE: L:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\3 - SURVEY\OFFICE_CAD\250012 - BOUNDARY SURVEY.DWG


SHEET MAP
MAP OF BOUNDARY SURVEY
LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA
0 200' 400'
1" = 200' (HORIZONTAL)
SEE SHEET 1 FOR LEGEND
CURVE TABLE
CURVE # | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD DIST
C28 | 50.00' | 80.64' | 69°29'11" | N14°42'42"W | 58.99'
C29 | 55.00' | 50.94' | 53°04'04" | N22°55'03"W | 49.14'
C30 | 50.00' | 42.25' | 48°24'35" | N20°35'14"W | 41.00'
C31 | 150.00' | 171.57' | 65°32'07" | N12°01'25"W | 162.37'
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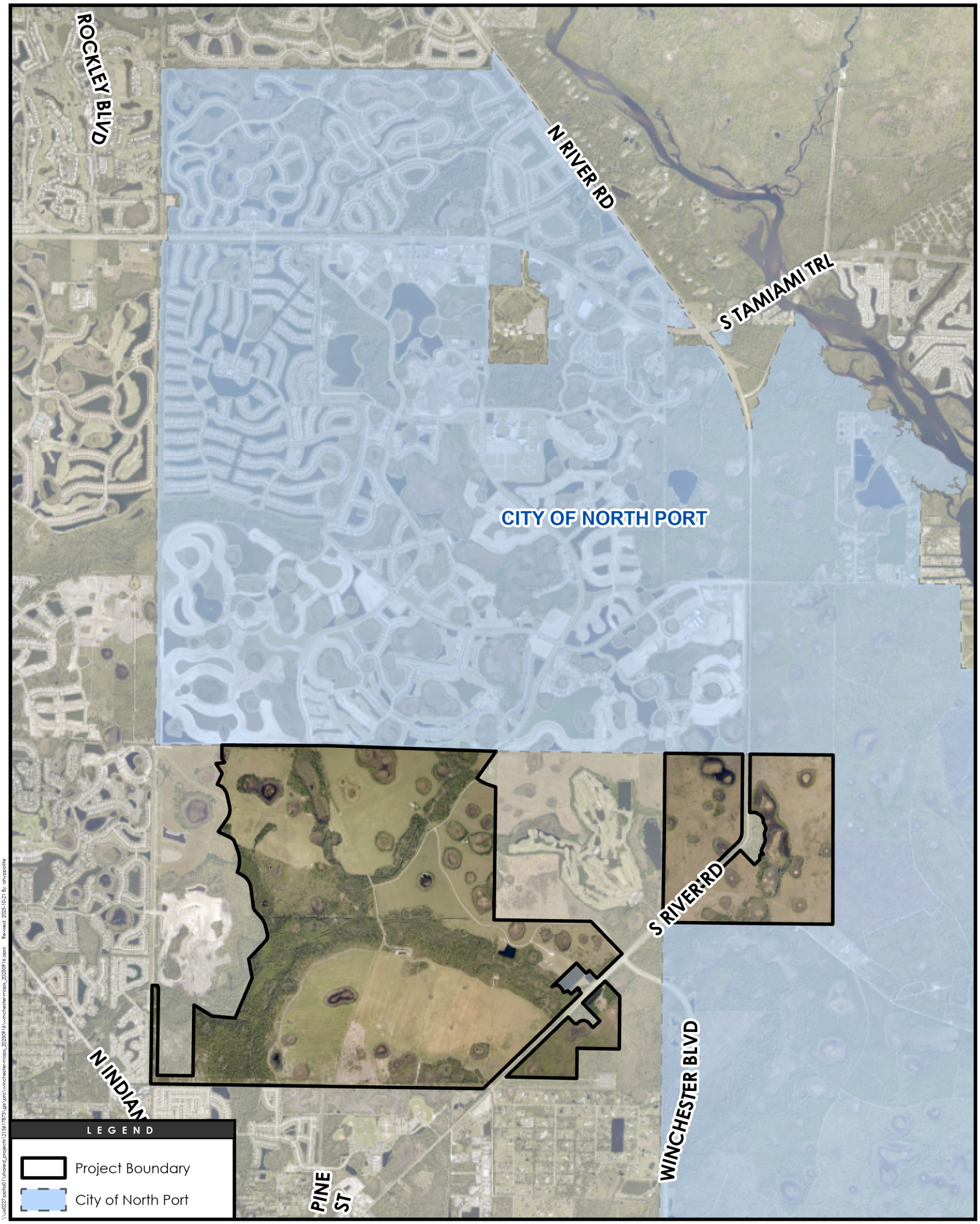
REVISED BOUNDARY
TITLE COMMITMENT
FOUND 4" CONCRETE MONUMENT
FOUND 1-1/2" ALUMINUM DISK BRITT LB 6638 0.18' SOUTH
S 89°23'26" E 2433.71'
NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST
FENCE 5.4' SOUTH
FENCE 4.9' SOUTH & 1.7' WEST
SITE BENCHMARK NGS BM "P 697" EL = 9.43'
FENCE 5.1' SOUTH
FOUND MAG NAIL SSCO SURV PNT PSM 5926
TRAVELED WAY ON LINE
S89°23'25"E 2597.61'
NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST
FOUND CONCRETE MONUMENT NORTHEAST CORNER SEC 15-40-20
SOUTH RIVER ROAD
INSTRUMENT NO. 2008060371
INSTRUMENT NO. 2008060374
INSTRUMENT NO. 2000163556
(NOT INCLUDED)
N00°28'36"E 1139.79'
FLORIDA POWER & LIGHT EASEMENT INSTRUMENT NO. 202219.3841
TRAVELED WAY
S 00°28'30" W 2439.43'
N 00°28'37" E 683.35'
PARCEL C
25,788,615 S.F. (592.025 AC.)±
FENCE 0.7' EAST
FENCE 2.4' WEST
EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S00°29'29"W 2647.46'
WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST
EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 20 EAST
S00°19'53"W 2610.81'
N89° 31' 23"W 178.13'
N60° 22' 16"W 168.26'
N32° 42' 31"W 144.47'
C31
C30
C29
C28
N20° 01' 46"E 165.04'
N09° 45' 21"W 198.48'
N10° 32' 59"E 77.82'
N24° 01' 29"E 246.18'
N16° 16' 56"E 52.07'
N35° 57' 16"W 117.85'
N45° 58' 19"E 25.22'
N87° 27' 37"E 86.98'
N05° 31' 58"E 149.54'
N45° 58' 19"E 223.39'
S 44°01'21" E 622.76'
PARCEL 202
INSTRUMENT NO. 2008060371
OWNER: SARASOTA COUNTY
(NOT INCLUDED)
S89°47'19"E 5284.49'
EAST QUARTER CORNER SEC 15-40-20 FOUND CONCRETE MONUMENT
Δ=45°41'13" R=459.31' L=366.25'
S23° 11' 31"W 356.62'
FENCE 2.2' WEST
S 45°58'19" W 740.37'
S 45°58'19" E 740.22'
FENCE 4.0' WEST
1300.03'
FENCE 0.8' WEST
TRAVELED WAY
SEE SHEET 10
SEE SHEET 11
WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
MAP OF BOUNDARY SURVEY
PROJ NO: 250012
PM: GDP
DATE: 04/07/2025
SCALE: 1" = 200'
SHEET NUMBER
12 OF 12
PLOT DATE: 10/7/25 AT 11:39 AM
FILENAME: I:\PROJECTS\250012 - WELLEN PARK RANCH ANNEXATION\3 - SURVEY\OFFICE\ CAD\250012 - BOUNDARY SURVEY.DWG



\\ral027-pgfs01\shared_projects\215617875\gis\arc\winchester-maps_20250916\winchester-maps_20250916.aprx Revised: 2025-10-21 By: ahrapcsilla

Stantec

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Notes:
1. Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet
2. Source data: Stantec, Sarasota County GIS, City of North Port GIS
3. Imagery: 2025 Sarasota County Aerial

AERIAL
WINCHESTER RANCH AT WELLEN PARK
October 2025

Stantec Consulting Services Inc.
6920 Professional Pkwy
Sarasota, FL 34240-8414
tel 941.907.6900

N

0 1,950 3,900 Feet

From: Leah West
To: Sherry Willette
Cc: William Merrill
Subject: [EXTERNAL] FW: PAX-25-01290 - Winchester Voluntary Annexation
Date: Tuesday, February 17, 2026 10:26:43 AM
Attachments: image002.png
image003.png
image004.png

I got a notice that my email below did not go through to you because the attachments were too large. Please see my email below and the attachments in the Dropbox folder.

https://www.dropbox.com/scl/fo/pkqq2w1lep00i9pwrmirh/AHGDyehDR-R-PpzqgjkvNu8?rlkey=4qc3rcrvzm0be7c6zlh2dyo81&st=077mecox&dl=0

Leah M. West

2033 Main Street, Suite 600
Sarasota, FL 34237
P: 941.366.8100 | F: 941.366.6384
lwest@icardmerrill.com
icardmerrill.com
Established 1953

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From: Leah West
Sent: Tuesday, February 17, 2026 10:07 AM
To: 'Sherry Willette' <swillette@northportfl.gov>
Cc: William Merrill <wmerrill@icardmerrill.com>
Subject: RE: PAX-25-01290 - Winchester Voluntary Annexation

Hi Sherry,

The latest survey and legal description (along with dwg files with the line work) of the annexation area

are attached. The correct acreage for the annexation area is 2,967.331 acres.

I've also attached an area map which shows the correct annexation area.

Please let me know if you have any additional questions.

Thank you,

Leah M. West

2033 Main Street, Suite 600
Sarasota, FL 34237
P: 941.366.8100 | F: 941.366.6384
lwest@icardmerrill.com
icardmerrill.com
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From: Sherry Willette <swillette@northportfl.gov>
Sent: Friday, February 13, 2026 11:56 AM
To: Leah West <lwest@icardmerrill.com>
Subject: PAX-25-01290 - Winchester Voluntary Annexation
Importance: High

Leah,

Could you please confirm that this is the latest legal description and survey? The total acreage for annexation is 2,967.331 acres and not 3,148 acres. We have several documents with conflicting information and want to ensure everything is correct.

Exhibit B has a calculated area of 3,148 acres, more or less. I know you updated this with the attached survey dated 2025.10.17. I want to confirm which information is correct.

Exhibit C is the annexation area map. Is this still the same, or has it been updated?

Thank you!

NorthPort
FLORIDA
NorthPortFL.gov

Sherry Willette-Grondin
Planner III
Development Services Department
Planning and Zoning Division
4970 City Hall Blvd., North Port, FL 34286
Office: 941-429-7229

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IM ICARD MERRILL
ATTORNEYS & COUNSELORS

P: 941.366.8100
F: 941.366.6384

2033 Main Street, Suite 600
Sarasota, FL 34237

IcardMerrill.com

March 26, 2026

VIA E-MAIL ONLY

City of North Port
Development Services Department
4970 City Hall Blvd.
North Port, FL 34286

RE: Voluntary Annexation Application (Record PAX-25-01290) – Supplemental Narrative

Dear Development Services Department Staff:

Winchester Florida Ranch, LLLP, a Florida limited liability limited partnership ("Winchester"), is the owner of approximately 3,148 acres, more or less, of real property currently located in unincorporated Sarasota County, Florida ("Sarasota County")(the "Entire Winchester Property"). On March 19, 2025, Winchester submitted a an application pursuant to Section 171.044, Fla. Stat. and Section 2.2.3 of the City of North Port Unified Land Development Code (the "Code") to voluntarily annex the Entire Winchester Property into the City of North Port, Florida ("North Port"). On July 22, 2025, Winchester submitted narrative responses to the Issues, Conditions, and Notes received from various reviewing departments. In support of the voluntary annexation application, Winchester submitted all of the application components required under Sections 2.3.1 and 2.2.3 of Code and Section 171.044, Fla. Stat. Nonetheless, for clarity and to provide additional analysis and context, Winchester hereby submits this supplemental narrative in support of its voluntary annexation application.

Section 171.044, Fla. Stat. Analysis

When Winchester initially submitted the voluntary annexation application, Winchester proposed to annex the Entire Winchester Property into North Port. However, in order to ensure the property being annexed meets the requirements of Section 171.044, Fla. Stat., Winchester has modified the boundaries of the portions of its property being annexed. Accordingly, Winchester currently proposes to voluntarily annex approximately 2,967 acres, more or less, of the Entire Winchester Property (the "Annexation Area") into North Port. The Annexation Area is outlined in black on **Exhibit "A"** attached hereto. The portions of the Entire Winchester Property excluded from the Annexation Area are shaded in grey on **Exhibit "B"** attached hereto.

Under Section 171.044, Fla. Stat., in order for a property to be voluntarily annexed, the property must (1) be reasonably compact, (2) not create enclaves, and (3) be contiguous to the municipality.

Pursuant to Section 171.031(2), Fla. Stat., "[c]ompactness" means "concentration of a piece of property in a single area and precludes any action which would create *enclaves, pockets, or finger areas in serpentine patterns*. Any annexation proceeding in any county in this state must be designed in such a manner as to ensure that the area will be reasonably compact." *(emphasis added)*.

Further, pursuant to Section 171.031(5), Fla. Stat., "[e]nclave" means "[a]ny unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality" or "[a]ny unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality." The case law interpreting the requirements of 171.044, Fla. Stat. acknowledge that the statute does not define "pocket" or "finger areas in serpentine patterns."[1] As such, the courts have looked to dictionary definitions. The dictionary definition of "pocket" that courts have applied is "a small isolated area or group."[2] Regarding the prohibition of "finger areas in serpentine patterns", the dictionary definition of "serpentine" that courts have applied is "winding or turning one way and another."[3] Even when the property to be annexed may be viewed to some extent as being in a finger pattern, it fulfills the compactness requirement of the statute as long as it is not "winding or turning".[4]

Regarding the contiguity requirement, under Section 171.031(2), Fla. Stat., "contiguous" means:

> a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality. The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; or a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, may not prevent annexation under this act, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically. However, nothing in this subsection may be construed to allow local rights-of-way, utility easements, railroad rights-of-way, or like entities to be annexed in a corridor fashion to gain contiguity; and when any provision of any special law prohibits the annexation of territory that is separated from the annexing municipality by a body of water or watercourse, then that law shall prevent annexation under this act.

To account for the foregoing requirements, rather than annexing the Entire Winchester Property, Winchester proposes to annex the Annexation Area, which excludes certain portion of the Entire Winchester Property.

Specifically, on the east side of S. River Road and north of Winchester Boulevard, Sarasota County owns a stormwater facility that is 16.75 acres, more or less, and is generally identified as Sarasota County PID No. 0821002000. This parcel is completely surrounded by the Entire Winchester Property. To ensure an impermissible enclave is not created, the Annexation Area excludes the approximately 10-foot-wide strip of the Entire Winchester Property between the parcel and S. River Road. This allows the parcel to remain connected to S. River Road, which will remain in unincorporated Sarasota County.

Similarly, on the east side of S. River Road and south of Winchester Boulevard, Sarasota County owns another stormwater facility that is 8.00 acres, more or less, and is generally identified as Sarasota County PID No. 0834001000. Similar the stormwater facility mentioned above, this parcel is completely surrounded by the Entire Winchester Property. To ensure an impermissible enclave is not created, the approximately 20-foot-wide

[1] City of Sanford v. Seminole Cnty., 538 So. 2d 113, 115 (Fla. 5th DCA 1989); City of Ctr. Hill v. McBryde, 952 So. 2d 599, 602 (Fla. 5th DCA 2007).
[2] City of Sanford, 538 So. 2d at 115; City of Ctr. Hill , 952 So. 2d at 602.
[3] City of Sanford, 538 So. 2d at 115.
[4] *Id.* (holding that "[w]hile the annexations may be viewed to some extent as being in a finger pattern, they are not winding or turning" and therefore meet the compactness requirement of the annexation statute).

strip of the Entire Winchester Property between the parcel and S. River Road is excluded from the Annexation Area. This allows the parcel to remain connected to S. River Road, which will remain in unincorporated Sarasota County.

On the east side of S. River Road and south of Winchester Boulevard, Sarasota County owns another stormwater facility that is 15.25 acres, more or less, and is generally identified as Sarasota County PID No. 0833002000. However, unlike the two parcels mentioned above, this parcel directly abuts S. River Road, so there are no strips of the Entire Winchester Property between this parcel and S. River Road.

Moreover, out of an abundance of caution, certain portions of the Entire Winchester Property are excluded from the Annexation Area to provide additional connectivity between the unimproved and undeveloped parcels owned by Taylor Morrison of Florida, Inc., a Florida profit corporation ("Taylor Morrison"), and generally identified by Sarasota County PID Nos. 0825001001, 0823001000, and 0824001000 (collectively, "Esplanade at Wellen Park")[5], the golf course parcel owned by Myakka Pines Golf Club of Englewood, Inc., a Florida not for profit corporation, and generally identified by Sarasota County PID No. 0823002000 ("Myakka Pines Golf Course"), and lands which will remain within unincorporated Sarasota County. As shown on **Exhibit "B"** attached hereto, the common boundary between Esplanade at Wellen Park, Myakka Pines Golf Course, and the remaining unincorporated Sarasota County is approximately 2,347.7 feet, which is 0.44 miles.

Accordingly, the Annexation Area meets the requirements of 171.044, Fla. Stat., in that it (1) is reasonably compact, (2) does not create enclaves, and (3) is contiguous to North Port.

Consistency with the City of North Port Comprehensive Plan

Section 2.2.3. B of the Code states that the City of North Port Comprehensive Plan (the "Comprehensive Plan") may be considered in the evaluation of a voluntary annexation application. As outlined below, this voluntary annexation application is consistent with the Comprehensive Plan.

Objective FLU 1.4 of the Comprehensive Plan is entitled "Annexation" and states that one of North Port's objectives is "[t]o expand the tax base and create a compact municipal boundary providing for efficient, effective provision of public services."

Since the Annexation Area is not currently within the corporate boundaries of North Port, the Annexation Area is not a part of North Port's tax base; however, upon the approval of this voluntary annexation application, the Annexation Area will be within the corporate boundaries of North Port, and therefore, North Port will collect both ad valorem taxes based on the Annexation Area's taxable value and non-ad valorem assessments based services provided to the Annexation Area. The proposed build-out of the Annexation Area in accordance with the Comprehensive Plan and the Code anticipate a significantly increased tax base and very favorable fiscal and economic impact for North Port. Accordingly, approval of this voluntary annexation application will expand North Port's tax base.

Additionally, Winchester has been diligently working with North Port, Sarasota County, Sarasota County School Board, Sarasota Memorial Hospital, local law enforcement agencies, and local fire and emergency response agencies to ensure public services are efficiently and effectively provided in the Annexation Area. Furthermore, the Annexation Area directly abuts the Urban Service Area, which will help ensure public services are efficiently provided to the Annexation Area. Because the Annexation Area directly abuts the Urban Service Area and per Policy FLU 1.3.2 of the Comprehensive Plan, upon the voluntary annexation, the boundary of the Urban Service Area will be adjusted such that the Annexation Area is included in the Urban Service Area.

[5] Winchester notified Taylor Morrison of this voluntary annexation application, and Taylor Morrison provided the letter attached hereto as **Exhibit "C"**, stating Taylor Morrison does not object to the annexation.

Policy FLU 1.4.2 of the Comprehensive Plan is entitled "Interlocal Agreement" and states "North Port will continue to pursue a Joint Planning Agreement or Interlocal Service Boundary Agreement with Sarasota County to facilitate annexation of properties in the future annexation area." If necessary, Winchester will work with North Port and Sarasota County to enter into a Joint Planning Agreement or Interlocal Service Boundary Agreement to facilitate the annexation of the Annexation Area.

Policy 2.6 in the Intergovernmental Coordination Element of the Comprehensive Plan states that North Port "may pursue further annexations only of those areas which can be served by the appropriate party in a manner that is demonstrably fiscally neutral; notwithstanding the City's home rule powers, the City will advise Sarasota County of any contemplated future annexations and contractions of the City." As mentioned above, Winchester is working with numerous agencies and local governments to ensure public services in the Annexation Area are provided in appropriate manner, and a Market Study/Fiscal Analysis on the impacts of the voluntary annexation is forthcoming and will be provided to North Port when available. Winchester will work with North Port to ensure Sarasota County receives notice of the voluntary annexation pursuant to Section 171.044(6), Fla. Stat.

Additionally, the Support Documents for the City of North Port Comprehensive Plan (the "Support Documents") contemplate that the Annexation Area would be annexed into North Port. In particular, the Support Documents indicate that it would be sensible for the Annexation Area to be annexed because the Annexation Area and existing Wellen Park to the north are under common ownership, and Wellen Park of course, is already located within North Port.[6]

Moreover, Winchester has submitted (1) an application to amend the Comprehensive Plan to apply the Village Future Land Use Designation to the Annexation Area, (2) an application to rezone the Annexation Area to Village, and (3) an application for a Master Concept Plan for the Annexation Area. Each of the aforementioned applications provides specific details on the development program for the Annexation Area and how the development is consistent with the Comprehensive Plan.

Reasons for the Voluntary Annexation

Winchester filed the application for voluntary annexation for three primary reasons. First, North Port is ready, willing, and able to provide water, wastewater, and reuse water services to the Annexation Area. These utility services are not available in Sarasota County. Second, the annexation will allow the Annexation Area, which has common ownership with Wellen Park to the north and within the boundaries of North Port, to be located within the same jurisdiction as Wellen Park, which will centralize the regulatory requirements and essential services under one jurisdiction. Third, the annexation will allow the Annexation Area to be developed in a manner consistent with the form of development in existing Wellen Park.

---

[6] Chapter 1, Paragraph 7 of the Support Documents states:

> *Mattamy Homes has purchased the entire undeveloped West Villages area, including the parcel to the south of the North Port City Limits. Mattamy could, at a future date, consider the annexation of the southern portion of the West Villages into the City.* With the land under one owner and with sewer and water provided by the West Villages Improvement District, *it would be sensible for all of Mattamy's holdings to be included within the City Limits.* Therefore, *no further annexation shall be approved other than* the US-41 corridor, the SCF campus, and *the southern portion of the Thomas Ranch*, as shown on the Community Concept Map unless the annexation clearly benefits the City by diversifying the tax base.
>
> (*emphasis added*)

ICARD MERRILL
ATTORNEYS & COUNSELORS

The first reason for this annexation application is portions of the Annexation Area are currently within the service territory of Englewood Water District ("EWD"). However, EWD has no facilities within the Annexation Area and lacks the property, permits, infrastructure, funding, and water source to be able to provide water, wastewater, and reuse water services to the Annexation Area. Contrary to EWD, North Port is ready, willing, and able to provide these utility services to the Annexation Area.

Pursuant to the Third Amendment to the Peace River/Manasota Regional Water Authority Master Water Supply Contract, North Port purchased an additional 2.0 MGD of potable water, average annual daily flow. And, per the 2024 Utilities Agreement – Water Supply, by and among, Wellen Park, LLLP, a Florida limited liability limited partnership ("WP"), West Villages Improvement District, an independent special district of the State of Florida (the "District"), and North Port, this additional 2.0 MGD of potable water, average annual daily flow is for the sole use and benefit of WP, which is the owner of Winchester, and the District. Accordingly, North Port has an ample water source to serve the development of the Annexation Area. Additionally, on March 6, 2026, WP and the District submitted a Water Master Plan Update and a Wastewater Master Plan Update. Due to this pending annexation application, the Annexation Area was included in the analyses in the Water Master Plan Update and Wastewater Master Plan Update.

The second reason for this annexation application is to allow the Annexation Area to be "consolidated" with Wellen Park under one jurisdiction for regulatory reasons and essential services reasons. It is anticipated that the annexation, which will combine the Annexation Area and Wellen Park into North Port, will be more efficient for delivery of municipal services, will provide more unified regulatory procedures, and will be less confusing to the general public.

The third reason for this annexation application is the annexation will allow the Annexation Area to be developed in a manner consistent with the form of development in existing Wellen Park to the north, which is currently within the corporate boundaries of North Port. Development in the Annexation Area will follow the core principles within existing Wellen Park, such as development that allows a variety of land uses, respects native habitats, and ensures proper timing and location of public facilities.

Sarasota County Charter

Winchester will coordinate with North Port, Sarasota County, and any additional entities to satisfy the requirements under Section 3.3B of the Sarasota County Charter.

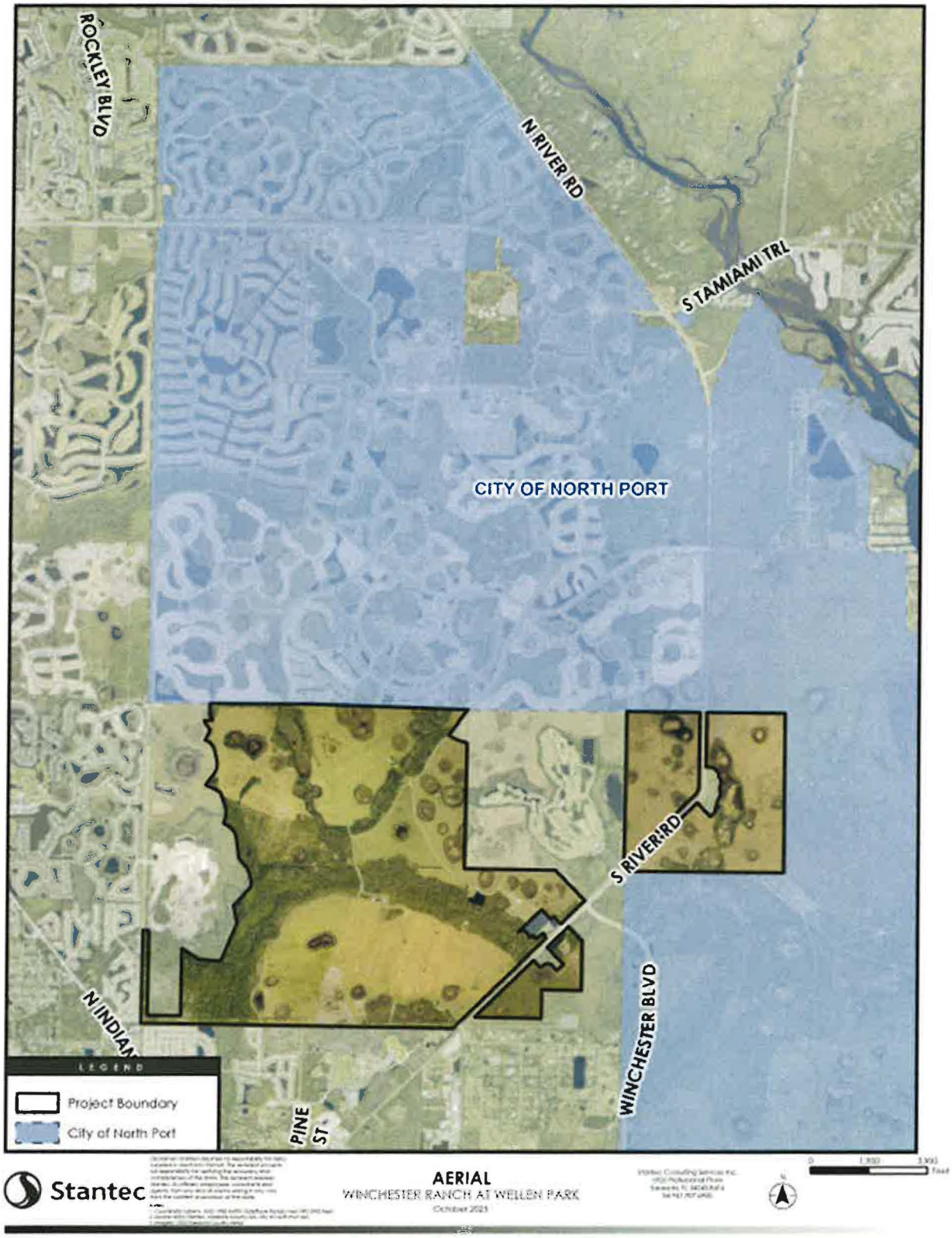
Please do not hesitate to contact me if you have any questions or if you require any additional documents or information.

Respectfully Submitted,

William W. Merrill

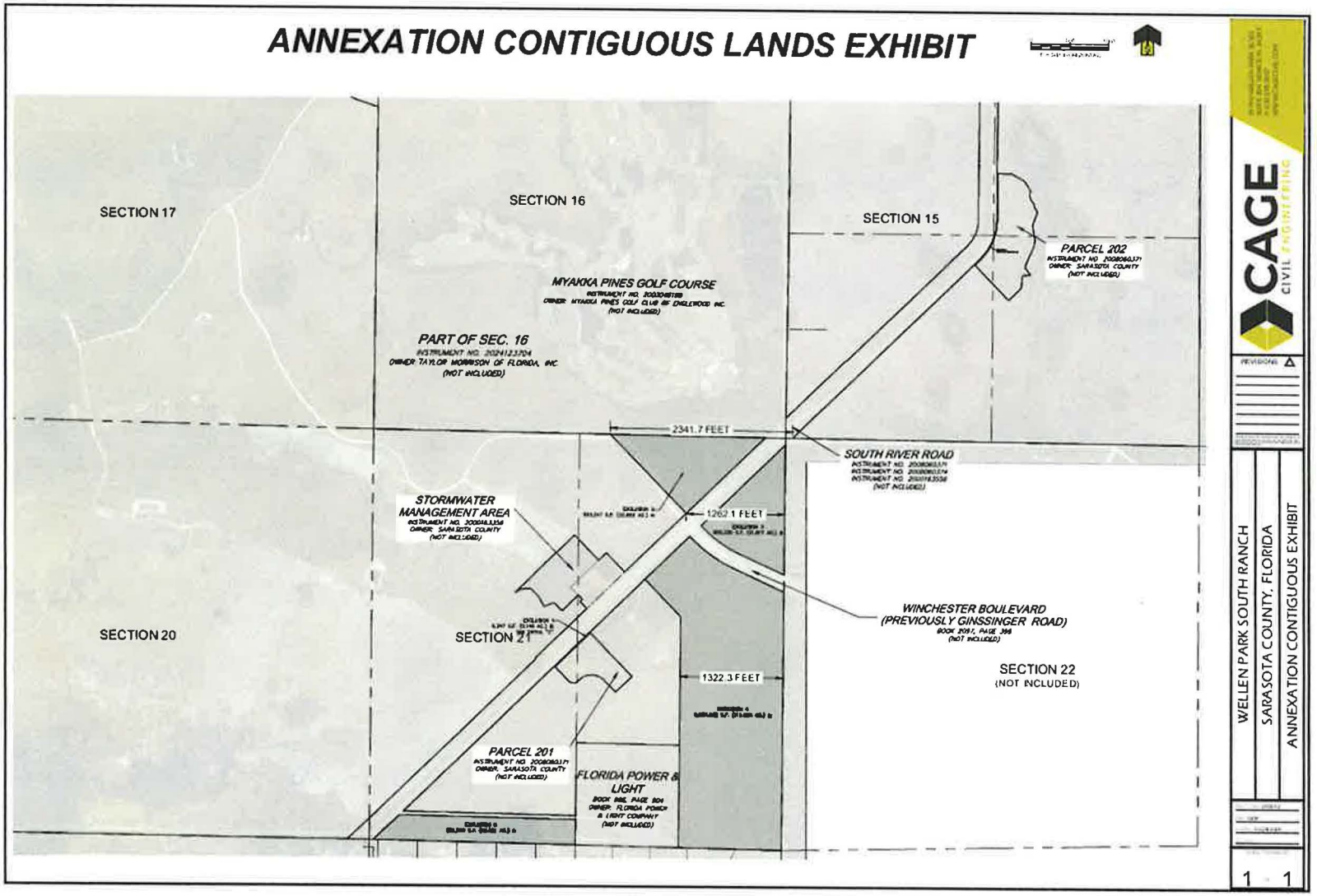
IM ICARD MERRILL
ATTORNEYS & COUNSELORS

Exhibit "A" – The Annexation Area



ICARD MERRILL
ATTORNEYS & COUNSELORS

Exhibit "B" – The Portions of the Entire Winchester Property Excluded from the Annexation Area



IM ICARD MERRILL
ATTORNEYS & COUNSELORS

Exhibit "C" – Letter from Taylor Morrison

April 24, 2025

VIA E-MAIL ONLY

City of North Port
Attn: A. Jerome Fletcher
4970 City Hall Blvd
North Port, Florida 34286
E-mail: JFletcher@NorthPortFL.gov

Mattamy Homes Corporation
Attn: Rick Severance
12260 Everglow Drive, Unit 14
Venice, Florida 34293
E-mail: rick.severance@mattamycorp.com

Mattamy Homes Corporation
Attn: John Luczynski.
12260 Everglow Drive, Unit 14
Venice, Florida 34293
E-mail: john.luczynski@mattamycorp.com

Icard Merrill
Attn: William W. Merrill, Esq.
2033 Main Street, Suite 600
Sarasota, FL 34237
E-mail: wmerrill@icardmerrill.com

Re: Winchester Ranch Annexation

Gentlemen:

Taylor Morrison of Florida, Inc., a Florida corporation ("Taylor Morrison"), is the owner of the real property located in Sarasota County, Florida ("Sarasota County") generally known as "Esplanade at Wellen Park" (f/k/a "Fairway Vistas at Myakka Pines") and identified as PID Nos. 0823001000 and 0825001001 (the "Taylor Morrison Property") and entitled to be developed as a "Settlement" consistent with Sarasota County Ordinance No. 2023-018 and the "Development Agreement Relating to Fairway Vistas at Myakka Pines," as amended by its third amendment, recorded in Official Records Instrument # 2024086321, Public Records of Sarasota County, Florida.

Taylor Morrison understands that Winchester Florida Ranch, LLLP, a Florida limited liability limited partnership ("Winchester"), is the owner of the real property located in Sarasota County generally identified as PID Nos. 0821001000, 0821003000, 0825001000, 0827001000, 0829001000, 0830001000, 0831001000, 0833001000, and 0833001001(the "Winchester Property"), generally depicted by the hatched area on Exhibit "A" attached hereto.

Taylor Morrison is aware that Winchester has filed an application to voluntarily annex the entirety of the Winchester Property into the City of North Port ("North Port"). Taylor Morrison understands that, if annexed, the Winchester Property will be entitled pursuant to the regulations of North Port; nevertheless, Winchester intends that the Winchester Property will be developed at densities consistent with those described in the Winchester Ranch at Wellen Park Critical Area Plan, adopted by Sarasota County as Ordinance No. 2021-014 (the "Winchester CAP"), and the general alignment of West Villages Parkway and Preto Boulevard will be consistent with those described in the Winchester CAP. Taylor Morrison intends that the Taylor Morrison Property will remain in Sarasota County and will not be annexed into North Port.

ICARD MERRILL
ATTORNEYS & COUNSELORS

If the foregoing is accurate and correct with respect to the manner in which the Winchester Property **is** intended to be developed, Taylor Morrison does not object to the annexation of the Winchester **Property into North Port.**

Sincerely,

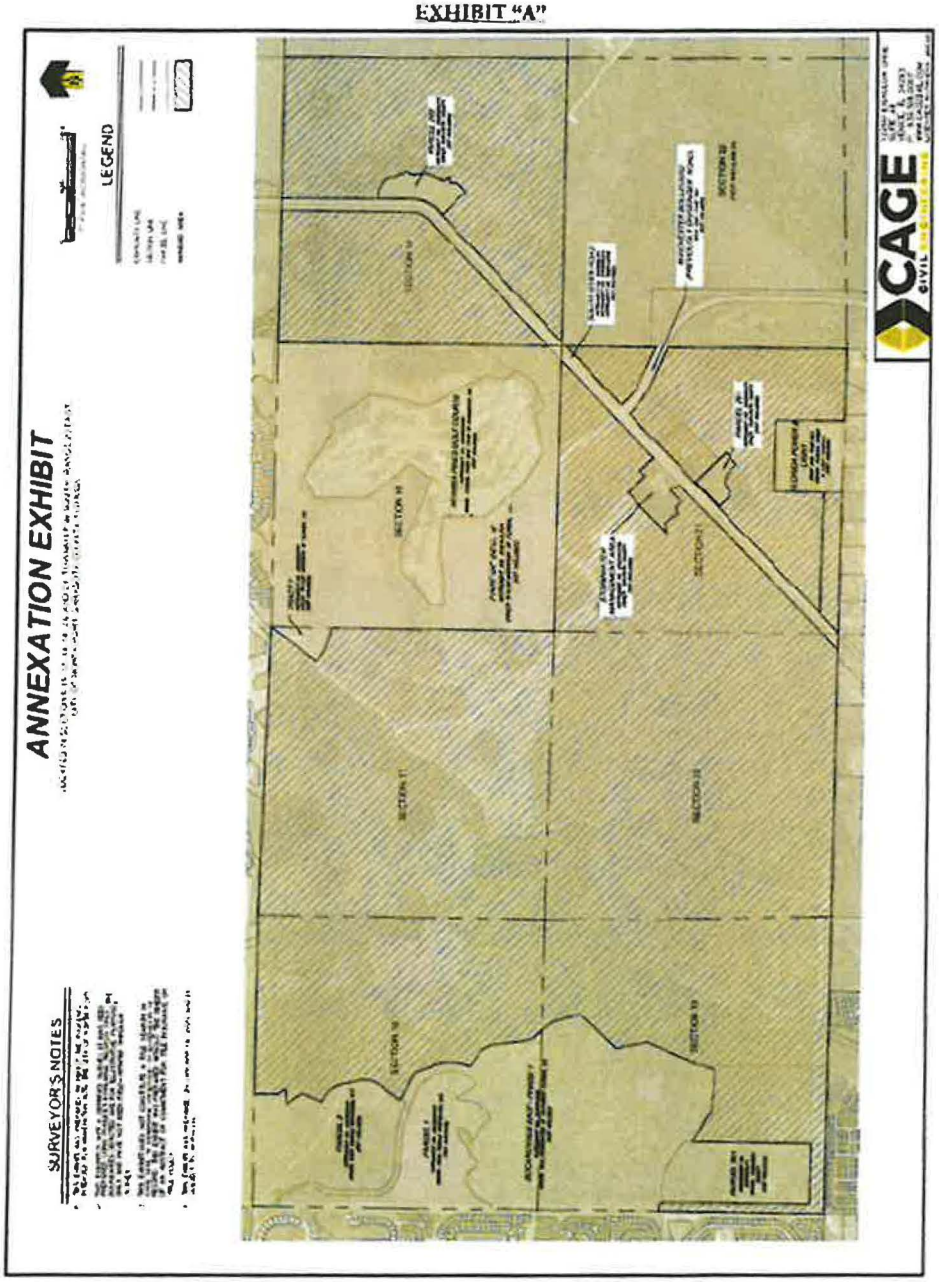
John Wollard, Vice **President of Taylor Morrison of Florida, Inc.**

Copies to: **Shannon** Sheppard (SSheppard@taylormorrison.com)
John Wollard (jwollard@taylormorrison.com)
Stephen **Kussner, Esq** (skussner@gunster.com)
Nicole Marginian Swartz, Esq. (nicole.swartz@mattamycorp.com)
Sherry Willette (swillette@northportfl.gov)

[EXHIBIT "A" COMMENCES ON FOLLOWING PAGE]

IM ICARD MERRILL
ATTORNEYS & COUNSELORS

EXHIBIT "A"



ANNEXATION CONTIGUOUS LANDS EXHIBIT

0 500 1000
1" = 500' (HORIZONTAL)

SECTION 17

SECTION 16

SECTION 15

MYAKKA PINES GOLF COURSE
INSTRUMENT NO. 2003046198
OWNER: MYAKKA PINES GOLF CLUB OF ENGLEWOOD INC.
(NOT INCLUDED)

PART OF SEC. 16
INSTRUMENT NO. 2024123704
OWNER: TAYLOR MORRISON OF FLORIDA, INC.
(NOT INCLUDED)

PARCEL 202
INSTRUMENT NO. 2008060371
OWNER: SARASOTA COUNTY
(NOT INCLUDED)

2341.7 FEET

SOUTH RIVER ROAD
INSTRUMENT NO. 2008060371
INSTRUMENT NO. 2008060374
INSTRUMENT NO. 2000163556
(NOT INCLUDED)

STORMWATER MANAGEMENT AREA
INSTRUMENT NO. 2000163356
OWNER: SARASOTA COUNTY
(NOT INCLUDED)

EXCLUSION 2
993,247 S.F. (22.802 AC.) ±

1262.1 FEET

EXCLUSION 3
950,336 S.F. (21.817 AC.) ±

WINCHESTER BOULEVARD
(PREVIOUSLY GINSSINGER ROAD)
BOOK 2097, PAGE 396
(NOT INCLUDED)

EXCLUSION 1
6,347 S.F. (0.146 AC.) ±
SEE DETAIL "C"

SECTION 20

SECTION 21

SECTION 22
(NOT INCLUDED)

1322.3 FEET

EXCLUSION 4
5,037,032 S.F. (115.634 AC.) ±

PARCEL 201
INSTRUMENT NO. 2008060371
OWNER: SARASOTA COUNTY
(NOT INCLUDED)

FLORIDA POWER & LIGHT
BOOK 986, PAGE 904
OWNER: FLORIDA POWER & LIGHT COMPANY
(NOT INCLUDED)

EXCLUSION 5
801,566 S.F. (18.401 AC.) ±

19790 WELLEN PARK BLVD.
SUITE 204, VENICE, FL 34293
P: 630.598.0007
WWW.CAGECIVIL.COM

CAGE CIVIL ENGINEERING

REVISIONS △

THIS DESIGN AND THESE DRAWINGS ARE THE PROPERTY OF CAGE ENGINEERING, INC. NO PART OF THIS WORK MAY BE REPRODUCED WITHOUT PRIOR WRITTEN PERMISSION FROM CAGE ENGINEERING, INC.

WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
ANNEXATION CONTIGUOUS EXHIBIT

PROJ NO: 250012
PM: GDP
DATE: 03/24/2026
SCALE:

SHEET NUMBER
1 OF 1

February 18, 2025

Jonathan R. Lewis, ICMA-CM
Sarasota County Administrator
1660 Ringling Blvd
Sarasota, Florida 34236

Subject: **Preliminary Notification of Proposed Voluntary Annexation by the City of North Port**

Dear Mr. Lewis:

This letter serves as preliminary notification to Sarasota County of the City of North Port's intent to annex land containing approximately 3,148 acres, which is contiguous to the City of North Port. The Property is depicted on the attached exhibit and described as follows:

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SECTION 15,
EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2000163556, 2008060371, INSTRUMENT NO. 2008060374;
AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD);

TOGETHER WITH ALL OF SECTION 17,
EXCEPTING THE LANDS CONVEYED TO TAYLOR MORRISON OF FLORIDA, INC., RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2024128774;

TOGETHER WITH ALL OF SECTION 18,
EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;
AND EXCEPTING LANDS CONVEYED BOCA ROYALE PROPERTIES, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083467;

TOGETHER WITH ALL OF SECTION 19,
EXCEPTING LANDS CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371;
AND EXCEPTING LANDS CONVEYED TO NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC. RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2023083466;

TOGETHER WITH ALL OF SECTION 20,
EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371 AND INSTRUMENT NO. 2008060374;

TOGETHER WITH ALL OF SECTION 21, EXCEPTING THE LAND CONVEYED TO SARASOTA COUNTY, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2008060371, INSTRUMENT NO. 2008060374, AND INSTRUMENT NO. 2000163556;
AND EXCEPTING LANDS CONVEYED TO FLORIDA POWER AND LIGHT COMPANY, RECORED IN OFFICIAL RECORDS BOOK 986, PAGE 904;
AND EXCEPTING RIGHT-OF-WAY OF GISSINGER ROAD CONVEYED IN OFFICAL RECORDS BOOK 2097, PAGE 396;
AND EXCEPTING THE MAINTAINED RIGHT-OF-WAY OF STATE ROAD NO. 777 (SOUTH RIVER ROAD).

The public hearings for this annexation before the Planning and Zoning Advisory Board, designated as the Local Planning Agency (LPA), and before the North Port City Commission have not yet been set. Once scheduled, the City of North Port will provide proper notification per Florida Statutes Chapter 171.

Additionally, the City of North Port will follow the process contained within the Sarasota County Charter regarding Comprehensive Plan Future Land Use and Zoning Designation Amendments for annexed lands. The City of North Port authorizes the property owner's representative to serve as representation on behalf the City of North Port regarding all actions through Sarasota County necessary to process such Amendments in compliance with the Sarasota County Charter.

Please contact Gabriel Quintas, Development Services Assistant Director, at gquintas@northportfl.gov if you have any questions or concerns.

Sincerely,

A. Jerome Fletcher, MPA, ICMA-CM
City Manager

enc: Tract D Annexation Aerial

cc: A. Jerome Fletcher II, ICMA-CM, MPA, North Port City Manager
Jason Yarborough, ICMA-CM, North Port Deputy City Manager
Alaina Ray, AICP, North Port Director of Development Services
Lori Barnes, AICP, CPM, North Port Assistant Director of Development Services
Gabriel Quintas, AICP, CFM, North Port Assistant Director of Development Services
Matthew Osterhoudt, MPA, Director, Sarasota County Planning and Development Services Department
Michele Norton, AICP, Assistant Director, Sarasota County Planning and Development Services Department
John Luczynski, Winchester Ranch, Wellen Park
William W. Merrill, Esq., Icard Merrill

ANNEXATION EXHIBIT

LOCATED IN SECTIONS 15, 17, 18, 19, 20, AND 21, TOWNSHIP 40 SOUTH, RANGE 20 EAST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

SURVEYOR'S NOTES

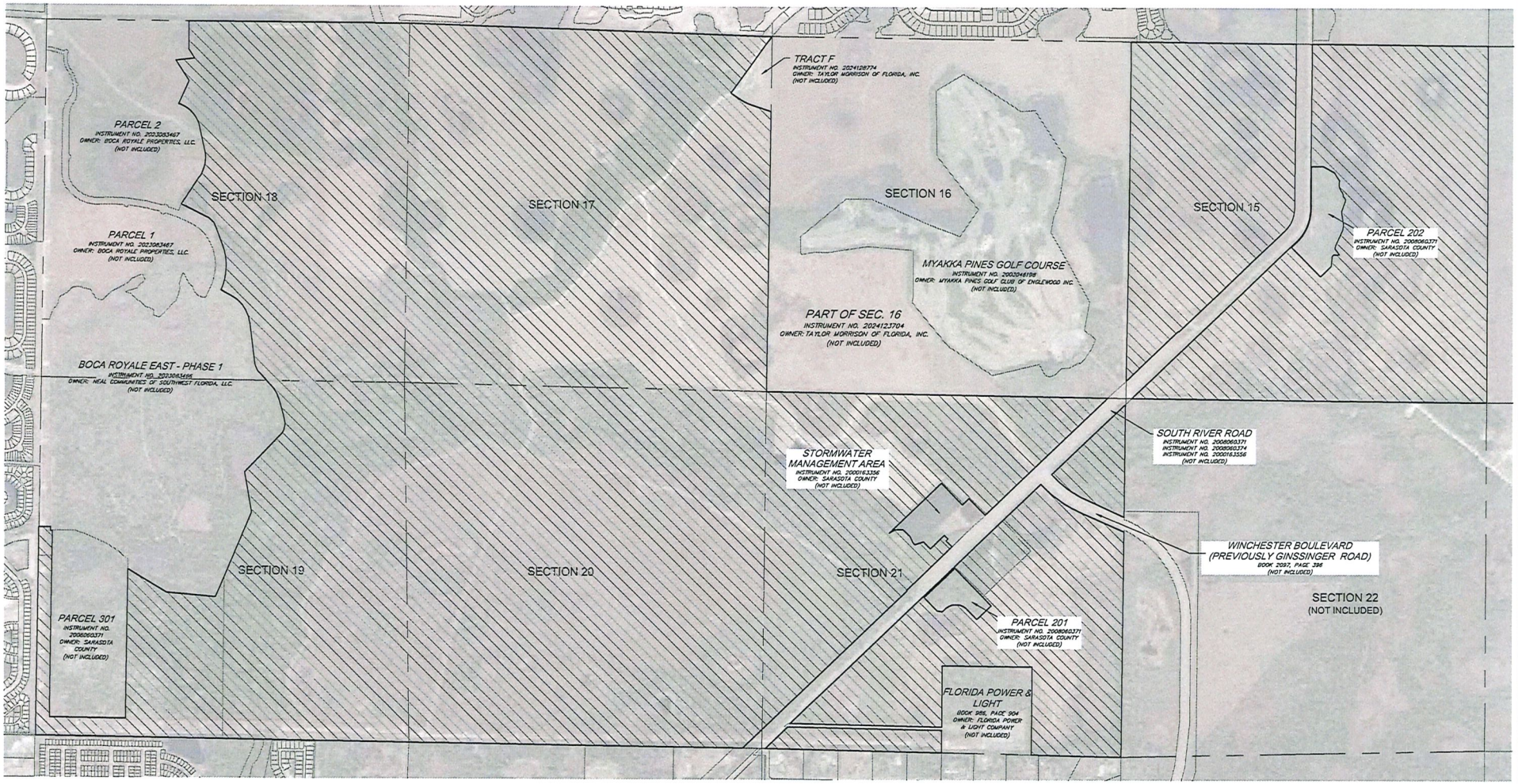
1. THIS EXHIBIT WAS PREPARED TO DEPICT THE PROPERTY INTENDED FOR ANNEXATION INTO THE CITY OF NORTH PORT.
2. THIS EXHIBIT IS NOT A CERTIFIED SURVEY. IT HAS BEEN PREPARED USING PUBLICLY AVAILABLE RECORDS ONLY. THE BOUNDARIES DEPICTED ARE FOR ILLUSTRATIVE PURPOSES ONLY AND HAVE NOT BEEN FIELD-VERIFIED THROUGH SURVEY.
3. THIS EXHIBIT DOES NOT CONSTITUTE A TITLE SEARCH BY CAGE CIVIL TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR COMMITMENT FOR TITLE INSURANCE OR TITLE POLICY.
4. THIS EXHIBIT WAS PREPARED ON JANUARY 16, 2025 AND IS SUBJECT TO APPROVAL.

0 1000 2000
1" =1000' (HORIZONTAL)

N

LEGEND

BOUNDARY LINE
SECTION LINE
PARCEL LINE
ANNEXED AREA



CAGE CIVIL ENGINEERING
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WWW.CAGECIVIL.COM
LICENSED BUSINESS #8640

IM ICARD MERRILL
ATTORNEYS & COUNSELORS

P: 941.366.8100
F: 941.366.6384

2033 Main Street, Suite 600
Sarasota, FL 34237

IcardMerrill.com

March 26, 2026

VIA E-MAIL ONLY

City of North Port
Development Services Department
4970 City Hall Blvd.
North Port, FL 34286

RE: Voluntary Annexation Application (Record PAX-25-01290) – Supplemental Narrative

Dear Development Services Department Staff:

Winchester Florida Ranch, LLLP, a Florida limited liability limited partnership ("Winchester"), is the owner of approximately 3,148 acres, more or less, of real property currently located in unincorporated Sarasota County, Florida ("Sarasota County")(the "Entire Winchester Property"). On March 19, 2025, Winchester submitted a an application pursuant to Section 171.044, Fla. Stat. and Section 2.2.3 of the City of North Port Unified Land Development Code (the "Code") to voluntarily annex the Entire Winchester Property into the City of North Port, Florida ("North Port"). On July 22, 2025, Winchester submitted narrative responses to the Issues, Conditions, and Notes received from various reviewing departments. In support of the voluntary annexation application, Winchester submitted all of the application components required under Sections 2.3.1 and 2.2.3 of Code and Section 171.044, Fla. Stat. Nonetheless, for clarity and to provide additional analysis and context, Winchester hereby submits this supplemental narrative in support of its voluntary annexation application.

Section 171.044, Fla. Stat. Analysis

When Winchester initially submitted the voluntary annexation application, Winchester proposed to annex the Entire Winchester Property into North Port. However, in order to ensure the property being annexed meets the requirements of Section 171.044, Fla. Stat., Winchester has modified the boundaries of the portions of its property being annexed. Accordingly, Winchester currently proposes to voluntarily annex approximately 2,967 acres, more or less, of the Entire Winchester Property (the "Annexation Area") into North Port. The Annexation Area is outlined in black on **Exhibit "A"** attached hereto. The portions of the Entire Winchester Property excluded from the Annexation Area are shaded in grey on **Exhibit "B"** attached hereto.

Under Section 171.044, Fla. Stat., in order for a property to be voluntarily annexed, the property must (1) be reasonably compact, (2) not create enclaves, and (3) be contiguous to the municipality.

Pursuant to Section 171.031(2), Fla. Stat., "[c]ompactness" means "concentration of a piece of property in a single area and precludes any action which would create *enclaves, pockets, or finger areas in serpentine patterns*. Any annexation proceeding in any county in this state must be designed in such a manner as to ensure that the area will be reasonably compact." *(emphasis added)*.

ICARD MERRILL
ATTORNEYS & COUNSELORS

Further, pursuant to Section 171.031(5), Fla. Stat., "[e]nclave" means "[a]ny unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality" or "[a]ny unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality." The case law interpreting the requirements of 171.044, Fla. Stat. acknowledge that the statute does not define "pocket" or "finger areas in serpentine patterns."[1] As such, the courts have looked to dictionary definitions. The dictionary definition of "pocket" that courts have applied is "a small isolated area or group."[2] Regarding the prohibition of "finger areas in serpentine patterns", the dictionary definition of "serpentine" that courts have applied is "winding or turning one way and another."[3] Even when the property to be annexed may be viewed to some extent as being in a finger pattern, it fulfills the compactness requirement of the statute as long as it is not "winding or turning".[4]

Regarding the contiguity requirement, under Section 171.031(2), Fla. Stat., "contiguous" means:

> a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality. The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; or a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, may not prevent annexation under this act, provided the presence of such a division does not, as a practical matter, prevent the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent their inhabitants from fully associating and trading with each other, socially and economically. However, nothing in this subsection may be construed to allow local rights-of-way, utility easements, railroad rights-of-way, or like entities to be annexed in a corridor fashion to gain contiguity; and when any provision of any special law prohibits the annexation of territory that is separated from the annexing municipality by a body of water or watercourse, then that law shall prevent annexation under this act.

To account for the foregoing requirements, rather than annexing the Entire Winchester Property, Winchester proposes to annex the Annexation Area, which excludes certain portion of the Entire Winchester Property.

Specifically, on the east side of S. River Road and north of Winchester Boulevard, Sarasota County owns a stormwater facility that is 16.75 acres, more or less, and is generally identified as Sarasota County PID No. 0821002000. This parcel is completely surrounded by the Entire Winchester Property. To ensure an impermissible enclave is not created, the Annexation Area excludes the approximately 10-foot-wide strip of the Entire Winchester Property between the parcel and S. River Road. This allows the parcel to remain connected to S. River Road, which will remain in unincorporated Sarasota County.

Similarly, on the east side of S. River Road and south of Winchester Boulevard, Sarasota County owns another stormwater facility that is 8.00 acres, more or less, and is generally identified as Sarasota County PID No. 0834001000. Similar the stormwater facility mentioned above, this parcel is completely surrounded by the Entire Winchester Property. To ensure an impermissible enclave is not created, the approximately 20-foot-wide

[1] City of Sanford v. Seminole Cnty., 538 So. 2d 113, 115 (Fla. 5th DCA 1989); City of Ctr. Hill v. McBryde, 952 So. 2d 599, 602 (Fla. 5th DCA 2007).
[2] City of Sanford, 538 So. 2d at 115; City of Ctr. Hill , 952 So. 2d at 602.
[3] City of Sanford, 538 So. 2d at 115.
[4] *Id.* (holding that "[w]hile the annexations may be viewed to some extent as being in a finger pattern, they are not winding or turning" and therefore meet the compactness requirement of the annexation statute).

strip of the Entire Winchester Property between the parcel and S. River Road is excluded from the Annexation Area. This allows the parcel to remain connected to S. River Road, which will remain in unincorporated Sarasota County.

On the east side of S. River Road and south of Winchester Boulevard, Sarasota County owns another stormwater facility that is 15.25 acres, more or less, and is generally identified as Sarasota County PID No. 0833002000. However, unlike the two parcels mentioned above, this parcel directly abuts S. River Road, so there are no strips of the Entire Winchester Property between this parcel and S. River Road.

Moreover, out of an abundance of caution, certain portions of the Entire Winchester Property are excluded from the Annexation Area to provide additional connectivity between the unimproved and undeveloped parcels owned by Taylor Morrison of Florida, Inc., a Florida profit corporation ("Taylor Morrison"), and generally identified by Sarasota County PID Nos. 0825001001, 0823001000, and 0824001000 (collectively, "Esplanade at Wellen Park")[5], the golf course parcel owned by Myakka Pines Golf Club of Englewood, Inc., a Florida not for profit corporation, and generally identified by Sarasota County PID No. 0823002000 ("Myakka Pines Golf Course"), and lands which will remain within unincorporated Sarasota County. As shown on **Exhibit "B"** attached hereto, the common boundary between Esplanade at Wellen Park, Myakka Pines Golf Course, and the remaining unincorporated Sarasota County is approximately 2,347.7 feet, which is 0.44 miles.

Accordingly, the Annexation Area meets the requirements of 171.044, Fla. Stat., in that it (1) is reasonably compact, (2) does not create enclaves, and (3) is contiguous to North Port.

Consistency with the City of North Port Comprehensive Plan

Section 2.2.3. B of the Code states that the City of North Port Comprehensive Plan (the "Comprehensive Plan") may be considered in the evaluation of a voluntary annexation application. As outlined below, this voluntary annexation application is consistent with the Comprehensive Plan.

Objective FLU 1.4 of the Comprehensive Plan is entitled "Annexation" and states that one of North Port's objectives is "[t]o expand the tax base and create a compact municipal boundary providing for efficient, effective provision of public services."

Since the Annexation Area is not currently within the corporate boundaries of North Port, the Annexation Area is not a part of North Port's tax base; however, upon the approval of this voluntary annexation application, the Annexation Area will be within the corporate boundaries of North Port, and therefore, North Port will collect both ad valorem taxes based on the Annexation Area's taxable value and non-ad valorem assessments based services provided to the Annexation Area. The proposed build-out of the Annexation Area in accordance with the Comprehensive Plan and the Code anticipate a significantly increased tax base and very favorable fiscal and economic impact for North Port. Accordingly, approval of this voluntary annexation application will expand North Port's tax base.

Additionally, Winchester has been diligently working with North Port, Sarasota County, Sarasota County School Board, Sarasota Memorial Hospital, local law enforcement agencies, and local fire and emergency response agencies to ensure public services are efficiently and effectively provided in the Annexation Area. Furthermore, the Annexation Area directly abuts the Urban Service Area, which will help ensure public services are efficiently provided to the Annexation Area. Because the Annexation Area directly abuts the Urban Service Area and per Policy FLU 1.3.2 of the Comprehensive Plan, upon the voluntary annexation, the boundary of the Urban Service Area will be adjusted such that the Annexation Area is included in the Urban Service Area.

[5] Winchester notified Taylor Morrison of this voluntary annexation application, and Taylor Morrison provided the letter attached hereto as **Exhibit "C"**, stating Taylor Morrison does not object to the annexation.

Policy FLU 1.4.2 of the Comprehensive Plan is entitled "Interlocal Agreement" and states "North Port will continue to pursue a Joint Planning Agreement or Interlocal Service Boundary Agreement with Sarasota County to facilitate annexation of properties in the future annexation area." If necessary, Winchester will work with North Port and Sarasota County to enter into a Joint Planning Agreement or Interlocal Service Boundary Agreement to facilitate the annexation of the Annexation Area.

Policy 2.6 in the Intergovernmental Coordination Element of the Comprehensive Plan states that North Port "may pursue further annexations only of those areas which can be served by the appropriate party in a manner that is demonstrably fiscally neutral; notwithstanding the City's home rule powers, the City will advise Sarasota County of any contemplated future annexations and contractions of the City." As mentioned above, Winchester is working with numerous agencies and local governments to ensure public services in the Annexation Area are provided in appropriate manner, and a Market Study/Fiscal Analysis on the impacts of the voluntary annexation is forthcoming and will be provided to North Port when available. Winchester will work with North Port to ensure Sarasota County receives notice of the voluntary annexation pursuant to Section 171.044(6), Fla. Stat.

Additionally, the Support Documents for the City of North Port Comprehensive Plan (the "Support Documents") contemplate that the Annexation Area would be annexed into North Port. In particular, the Support Documents indicate that it would be sensible for the Annexation Area to be annexed because the Annexation Area and existing Wellen Park to the north are under common ownership, and Wellen Park of course, is already located within North Port.[6]

Moreover, Winchester has submitted (1) an application to amend the Comprehensive Plan to apply the Village Future Land Use Designation to the Annexation Area, (2) an application to rezone the Annexation Area to Village, and (3) an application for a Master Concept Plan for the Annexation Area. Each of the aforementioned applications provides specific details on the development program for the Annexation Area and how the development is consistent with the Comprehensive Plan.

Reasons for the Voluntary Annexation

Winchester filed the application for voluntary annexation for three primary reasons. First, North Port is ready, willing, and able to provide water, wastewater, and reuse water services to the Annexation Area. These utility services are not available in Sarasota County. Second, the annexation will allow the Annexation Area, which has common ownership with Wellen Park to the north and within the boundaries of North Port, to be located within the same jurisdiction as Wellen Park, which will centralize the regulatory requirements and essential services under one jurisdiction. Third, the annexation will allow the Annexation Area to be developed in a manner consistent with the form of development in existing Wellen Park.

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[6] Chapter 1, Paragraph 7 of the Support Documents states:

> *Mattamy Homes has purchased the entire undeveloped West Villages area, including the parcel to the south of the North Port City Limits. Mattamy could, at a future date, consider the annexation of the southern portion of the West Villages into the City.* With the land under one owner and with sewer and water provided by the West Villages Improvement District, *it would be sensible for all of Mattamy's holdings to be included within the City Limits.* Therefore, *no further annexation shall be approved other than* the US-41 corridor, the SCF campus, and *the southern portion of the Thomas Ranch*, as shown on the Community Concept Map unless the annexation clearly benefits the City by diversifying the tax base.
>
> (*emphasis added*)

ICARD MERRILL
ATTORNEYS & COUNSELORS

The first reason for this annexation application is portions of the Annexation Area are currently within the service territory of Englewood Water District ("EWD"). However, EWD has no facilities within the Annexation Area and lacks the property, permits, infrastructure, funding, and water source to be able to provide water, wastewater, and reuse water services to the Annexation Area. Contrary to EWD, North Port is ready, willing, and able to provide these utility services to the Annexation Area.

Pursuant to the Third Amendment to the Peace River/Manasota Regional Water Authority Master Water Supply Contract, North Port purchased an additional 2.0 MGD of potable water, average annual daily flow. And, per the 2024 Utilities Agreement – Water Supply, by and among, Wellen Park, LLLP, a Florida limited liability limited partnership ("WP"), West Villages Improvement District, an independent special district of the State of Florida (the "District"), and North Port, this additional 2.0 MGD of potable water, average annual daily flow is for the sole use and benefit of WP, which is the owner of Winchester, and the District. Accordingly, North Port has an ample water source to serve the development of the Annexation Area. Additionally, on March 6, 2026, WP and the District submitted a Water Master Plan Update and a Wastewater Master Plan Update. Due to this pending annexation application, the Annexation Area was included in the analyses in the Water Master Plan Update and Wastewater Master Plan Update.

The second reason for this annexation application is to allow the Annexation Area to be "consolidated" with Wellen Park under one jurisdiction for regulatory reasons and essential services reasons. It is anticipated that the annexation, which will combine the Annexation Area and Wellen Park into North Port, will be more efficient for delivery of municipal services, will provide more unified regulatory procedures, and will be less confusing to the general public.

The third reason for this annexation application is the annexation will allow the Annexation Area to be developed in a manner consistent with the form of development in existing Wellen Park to the north, which is currently within the corporate boundaries of North Port. Development in the Annexation Area will follow the core principles within existing Wellen Park, such as development that allows a variety of land uses, respects native habitats, and ensures proper timing and location of public facilities.

Sarasota County Charter

Winchester will coordinate with North Port, Sarasota County, and any additional entities to satisfy the requirements under Section 3.3B of the Sarasota County Charter.

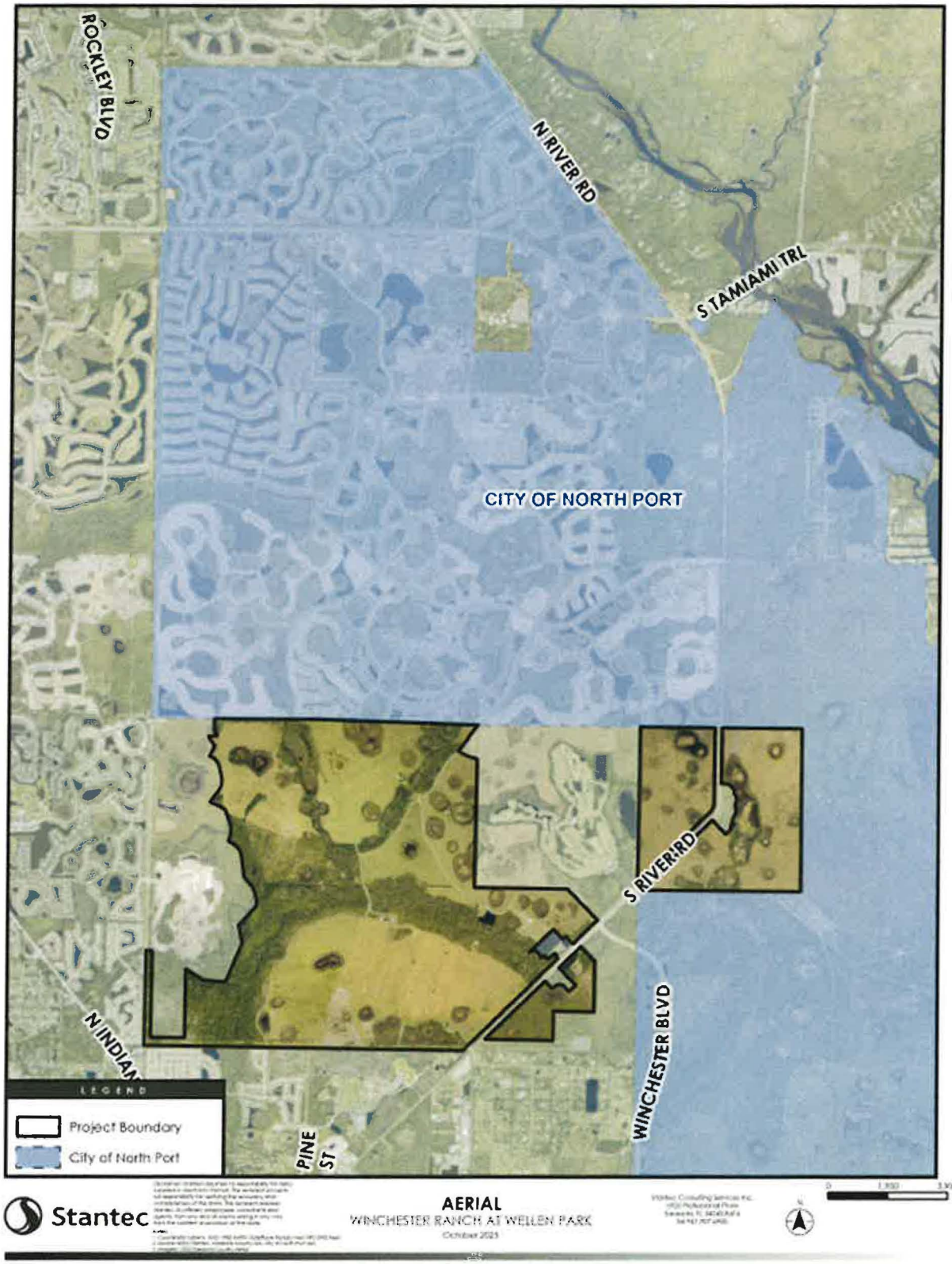
Please do not hesitate to contact me if you have any questions or if you require any additional documents or information.

Respectfully Submitted,

William W. Merrill

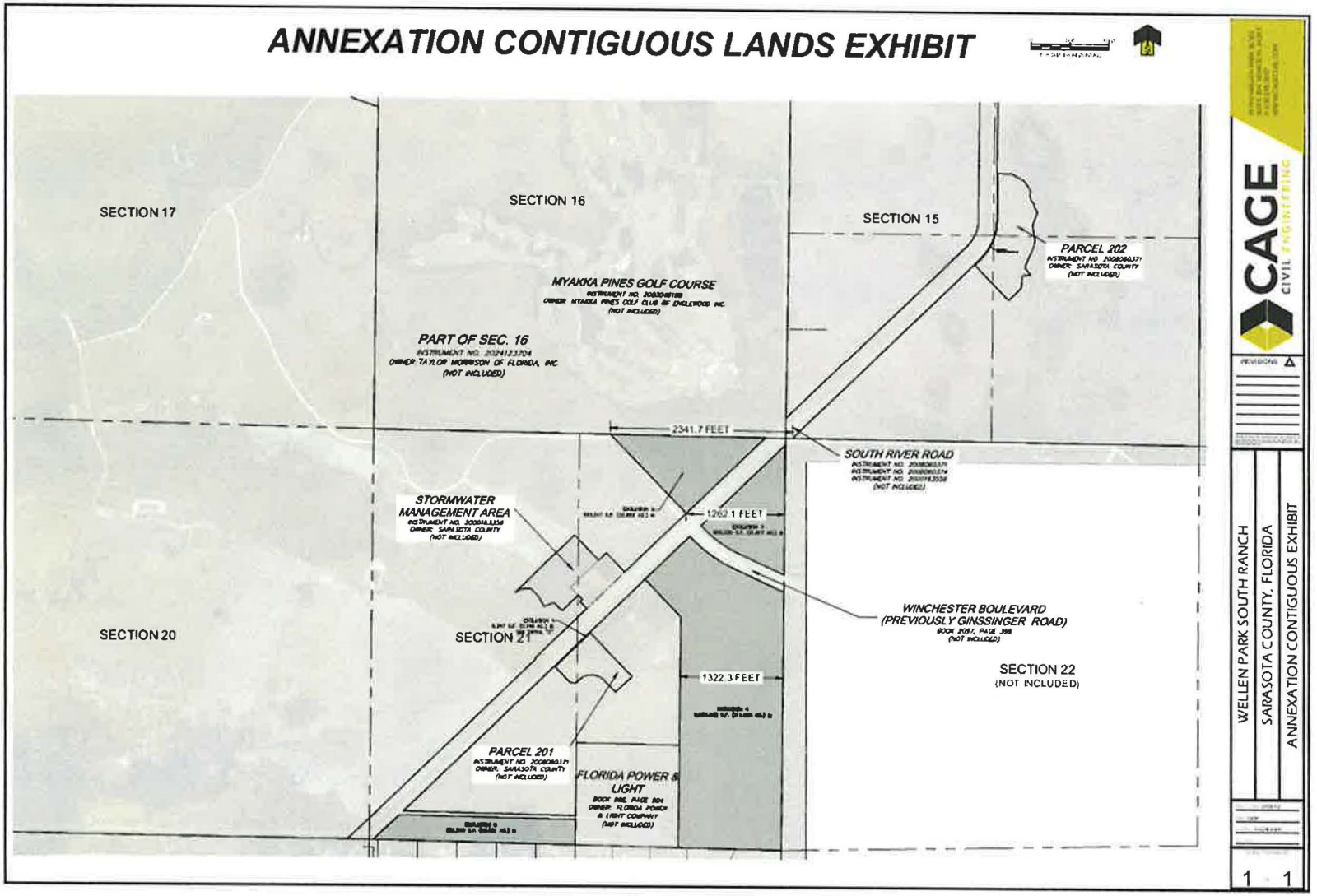
ICARD MERRILL
ATTORNEYS & COUNSELORS

Exhibit "A" – The Annexation Area



ICARD MERRILL
ATTORNEYS & COUNSELORS

Exhibit "B" – The Portions of the Entire Winchester Property Excluded from the Annexation Area



IM ICARD MERRILL
ATTORNEYS & COUNSELORS

Exhibit "C" – Letter from Taylor Morrison

April 24, 2025

VIA E-MAIL ONLY

City of North Port
Attn: A. Jerome Fletcher
4970 City Hall Blvd
North Port, Florida 34286
E-mail: JFletcher@NorthPortFL.gov

Mattamy Homes Corporation
Attn: Rick Severance
12260 Everglow Drive, Unit 14
Venice, Florida 34293
E-mail: rick.severance@mattamycorp.com

Mattamy Homes Corporation
Attn: John Luczynski.
12260 Everglow Drive, Unit 14
Venice, Florida 34293
E-mail: john.luczynski@mattamycorp.com

Icard Merrill
Attn: William W. Merrill, Esq.
2033 Main Street, Suite 600
Sarasota, FL 34237
E-mail: wmerrill@icardmerrill.com

Re: Winchester Ranch Annexation

Gentlemen:

Taylor Morrison of Florida, Inc., a Florida corporation ("Taylor Morrison"), is the owner of the real property located in Sarasota County, Florida ("Sarasota County") generally known as "Esplanade at Wellen Park" (f/k/a "Fairway Vistas at Myakka Pines") and identified as PID Nos. 0823001000 and 0825001001 (the "Taylor Morrison Property") and entitled to be developed as a "Settlement" consistent with Sarasota County Ordinance No. 2023-018 and the "Development Agreement Relating to Fairway Vistas at Myakka Pines," as amended by its third amendment, recorded in Official Records Instrument # 2024086321, Public Records of Sarasota County, Florida.

Taylor Morrison understands that Winchester Florida Ranch, LLLP, a Florida limited liability limited partnership ("Winchester"), is the owner of the real property located in Sarasota County generally identified as PID Nos. 0821001000, 0821003000, 0825001000, 0827001000, 0829001000, 0830001000, 0831001000, 0833001000, and 0833001001(the "Winchester Property"), generally depicted by the hatched area on Exhibit "A" attached hereto.

Taylor Morrison is aware that Winchester has filed an application to voluntarily annex the entirety of the Winchester Property into the City of North Port ("North Port"). Taylor Morrison understands that, if annexed, the Winchester Property will be entitled pursuant to the regulations of North Port; nevertheless, Winchester intends that the Winchester Property will be developed at densities consistent with those described in the Winchester Ranch at Wellen Park Critical Area Plan, adopted by Sarasota County as Ordinance No. 2021-014 (the "Winchester CAP"), and the general alignment of West Villages Parkway and Preto Boulevard will be consistent with those described in the Winchester CAP. Taylor Morrison intends that the Taylor Morrison Property will remain in Sarasota County and will not be annexed into North Port.

ICARD MERRILL
ATTORNEYS & COUNSELORS

If the foregoing is accurate and correct with respect to the manner in which the Winchester Property **is** intended to be developed, Taylor Morrison does not object to the annexation of the Winchester **Property into North Port.**

Sincerely,

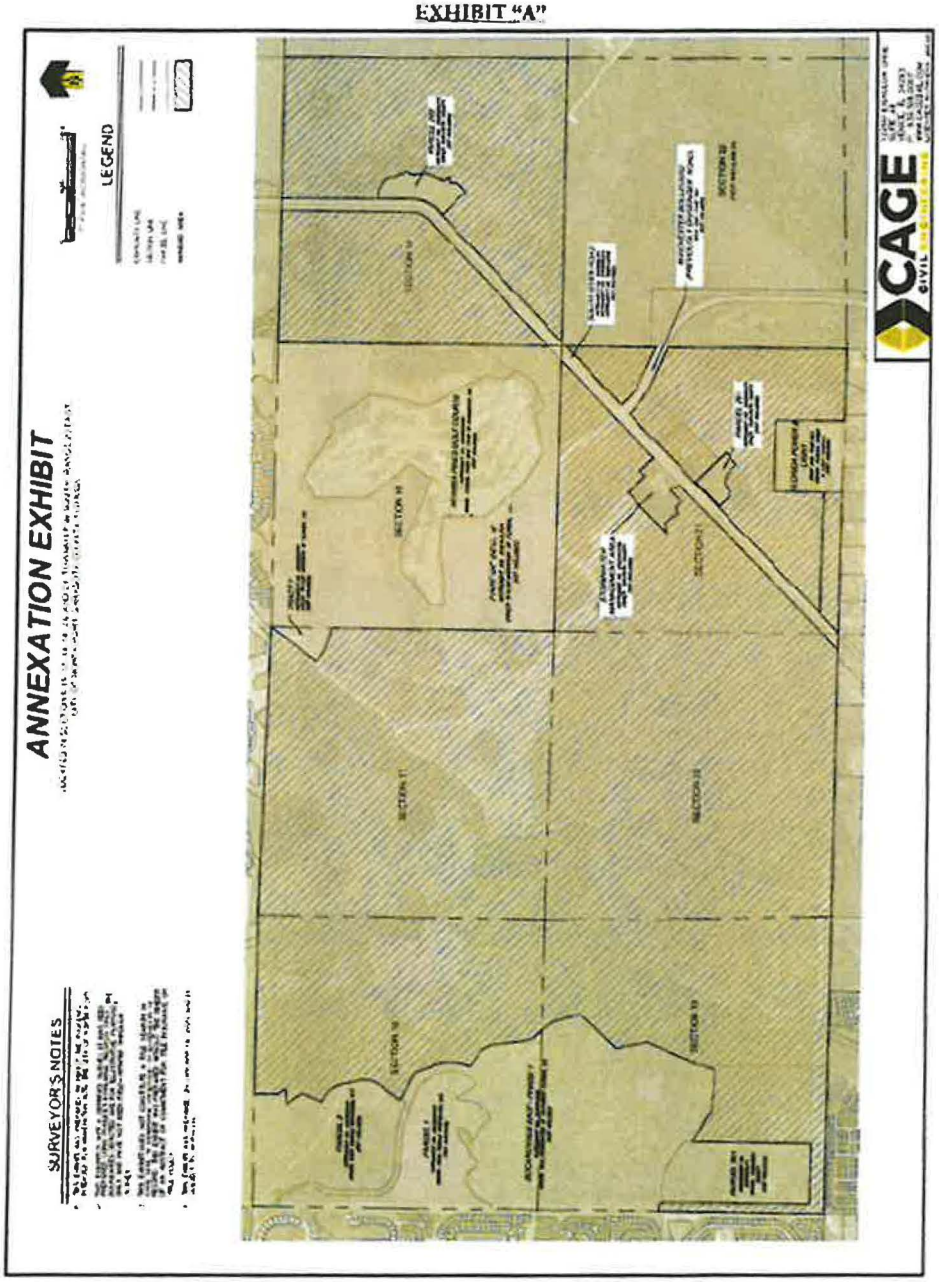
John Wollard, Vice **President of Taylor Morrison of Florida, Inc.**

Copies to: **Shannon** Sheppard (SSheppard@taylormorrison.com)
John Wollard (jwollard@taylormorrison.com)
Stephen **Kussner, Esq** (skussner@gunster.com)
Nicole Marginian Swartz, Esq. (nicole.swartz@mattamycorp.com)
Sherry Willette (swillette@northportfl.gov)

[EXHIBIT "A" COMMENCES ON FOLLOWING PAGE]

IM ICARD MERRILL
ATTORNEYS & COUNSELORS

EXHIBIT "A"



ANNEXATION CONTIGUOUS LANDS EXHIBIT

0 500 1000
1" = 500' (HORIZONTAL)

19790 WELLEN PARK BLVD.
SUITE 204, VENICE, FL 34293
P: 630.598.0007
WWW.CAGECIVIL.COM

CAGE CIVIL ENGINEERING

REVISIONS △

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WELLEN PARK SOUTH RANCH
SARASOTA COUNTY, FLORIDA
ANNEXATION CONTIGUOUS EXHIBIT

PROJ NO: 250012
PM: GDP
DATE: 03/24/2026
SCALE:

SHEET NUMBER
1 OF 1

Business Impact Estimate

This Business Impact Estimate is provided in accordance with Florida Statutes Section 166.041(4).

ORDINANCE NO. 2026-07

AN ORDINANCE OF THE CITY OF NORTH PORT, FLORIDA, ANNEXING ± 2,967.331 ACRES OF REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF SARASOTA COUNTY, FLORIDA AND CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF NORTH PORT, FLORIDA; REDEFINING THE BOUNDARY LINES OF THE CITY OF NORTH PORT TO INCLUDE THIS PROPERTY; PROVIDING FOR FINDINGS; PROVIDING FOR ANNEXATION; PROVIDING FOR ASSESSMENT AND TAXATION; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR NOTICING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

1. **Summary of the proposed ordinance**

This ordinance proposes the voluntary annexation of approximately 2,967.331 acres of certain contiguous real property into the corporate limits of the City of North Port, Florida, by Florida Statutes Chapter 171 and the Unified Land Development Code Section 53-22.

The public purpose of the ordinance is to serve the public health, safety, morals, and welfare of the citizens of the City of North Port, Florida. The property subject to this annexation request is intended to be developed as a mixed-use, master-planned community which will be an extension to Wellen Park. Annexation of the property into the City limits enhances and diversifies the City's tax base. Diversifying the tax base helps minimize the tax burden on residential property owners. Increased ad-valorem revenue to the City will supplement capital improvement projects to serve the community.

2. **Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any, including:**

   (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and,

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

This proposed ordinance imposes no direct compliance costs on businesses and imposes no new charges or fees on those businesses.

There are no specific regulatory costs associated with this annexation ordinance. Upon future development, regulatory costs associated with providing services to additional businesses and residents who will occupy the annexed property after will apply, but additional ad valorem tax revenue, charges and fees should offset those costs.

3. **The City's good faith estimate of the number of businesses likely to be impacted by the proposed ordinance.**

No businesses will be directly impacted by this Ordinance.

4. **Additional information the governing body deems useful, if any**

None.