

6/25/2021 1:48 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2700682

Rec. \$86.50

Doc Stamps: \$0.70

Return to:

Williams Parker Harrison Dietz & Getzen

200 South Orange Avenue

Sarasota, Florida 34236

Attention: Doug Walker

Doc Stamp-Deed: \$0.70

UTILITY EASEMENT GRANT

This grant is made as of the 24th day of June 2021 by **MANASOTA BEACH RANCHLANDS, LLLP**, a Florida limited liability limited partnership ("Grantor").

Now, therefore, in consideration of the mutual covenants herein contained and other good and valuable consideration in hand paid by the parties to one another, the sufficiency and receipt of which are hereby expressly acknowledged, Grantor grants and Grantee, by making use of the easement granted, agrees as follows:

- 1. Easement.** Grantor hereby grants to **BANKERS INSURANCE COMPANY**, a Florida corporation, a non-exclusive ten-year easement for stormwater retention and treatment and the drainage and flowage of stormwater from Grantee's adjacent parcel (the "Easement") over the area depicted on Exhibit "A" (the "Easement Area"). Grantee's use of the Easement Area is at its own risk and expense and is subject to (a) the terms and conditions in this grant (b) any federal, state, or local permit necessary for Grantee's use and (c) any requirements imposed by West Villages Improvement District, a special district created in Sarasota County pursuant to Chapter 2004-456 Laws of Florida ("WVID"). Grantee's use includes such uses as are reasonably necessary and directly related to beneficial use of the Easement. Grantor specifically retains the right to relocate any stormwater-related facilities installed and maintained by Grantee. The new facilities must be comparable to, or better than, any stormwater-related facilities then being used by Grantee. Grantor also retains the right to convey, mortgage, pledge, transfer, or otherwise encumber any or all its underlying fee simple interest in and to the Easement Area without the necessity of joinder or consent by Grantee, but subject to this Easement. The list of rights retained by Grantor in this paragraph summary

in nature and not intended to be exclusive. The Easement expires at midnight on the tenth anniversary of the effective date of this grant.

2. Maintenance and Damage. Working with WVID, Grantee shall maintain and repair any improvements within the Easement Area. Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from the Grantees use of the Easement Area. In the event Grantee, or its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind and shall indemnify Grantor against any cost, including reasonable attorney fees, loss, or damage caused by Grantee. In no event shall Grantee, or its employees, agents, licensees, invitees, contractors, and subcontractors use the Easement Area for the storage of construction materials, vehicles, supplies, tools and equipment, or the erection of temporary construction buildings, storage sheds and shelters.

3. Liens. Grantee shall not permit (and shall promptly satisfy and remove) any construction or mechanic's lien, or other encumbrance against the Easement Area or other of Grantor's property arising in connection with the exercise of its rights hereunder.

4. Grant of Easement Only. Grantor is not conveying any land or title thereto, but only granting the Easement. Grantor reserves all right, title, interest, and privilege in and to the Easement Area for all purposes not inconsistent with the Easement.

5. Binding Effect. The installation of improvements within, or the discharge of any stormwater onto, the Easement Area by Grantee shall be deemed acceptance of the terms and conditions of this Easement. The easements, rights, benefits, and obligations set forth herein shall create servitudes running with the land and shall bind and inure to the benefit of Grantor (and subsequent owners of the Easement Area) and Grantee, and its respective heirs, devisees, legal representatives, successors, and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

6. **Equitable Rights of Enforcement.** Grantee agrees that Grantor may enforce Grantee's obligations under this Easement by restraining orders, injunctions, specific performance, or any other equitable remedy recognized by Florida courts. Grantee agrees that proof of inadequacy of legal remedies is not necessary to obtain equitable relief relate to this Easement.

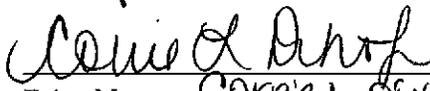
In witness whereof, Grantor executed this Easement as of as of the date first above written.

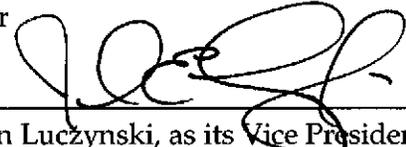
MANASOTA BEACH RANGLANDS,
LLLP, a Florida limited liability limited
partnership

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


Print Name: Brian Souter

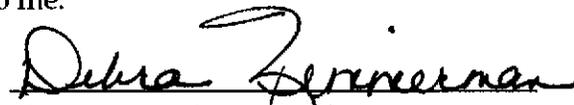
By: Thomas Ranch Manager, LLC, a
Delaware limited liability company, as its
Manager


Print Name: Cornel L. Souter

By: 
John Luczynski, 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 24th day of June 2021 by John Luczynski, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, the manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, the general partner of **MANASOTA BEACH RANGLANDS, LLLP**, a Florida limited liability limited partnership, on behalf of the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.


Signature of Notary (Public)

(Notary Seal)

Debra Zimmerman



Print Name of Notary Public

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

EXHIBIT "A"

(Description and Sketch)

SKETCH OF DESCRIPTION STORMWATER EASEMENT

SHEET 1 OF 5

DESCRIPTION:

A parcel of Land lying in Section 4, Township 40 South, Range 20 East, City of North Port, Florida, described as follows:

COMMENCE at the Northeast corner of Section 4, Township 40 South, Range 20 East, Sarasota County, Florida; thence S.00°25'07"W., along the East line of said Section 4, a distance of 837.65 feet; thence N.89°34'53"W., perpendicular to the East line said Section 4, a distance of 50.00 feet to a point on the East line of lands described in Official Records Instrument #2014062917 of the Public Records of Sarasota County, Florida, to the POINT OF BEGINNING; thence S.34°04'01"W., a distance of 22.65 feet; thence S.25°38'57"W., a distance of 17.55 feet; thence S.08°49'37"W., a distance of 17.55 feet; thence S.00°25'09"W., a distance of 1061.94 feet; thence S.11°48'05"W., a distance of 44.16 feet; thence S.00°25'14"W., a distance of 1.90 feet; thence N. 32°40'01"W., a distance of 9.61 feet; thence S.72°24'13"W., a distance of 27.81 feet; thence N. 66°57'54"W., a distance of 25.23 feet; thence N. 30°34'02"W., a distance of 14.30 feet; thence N. 08°44'34"W., a distance of 37.53 feet; thence N. 43°04'52"W., a distance of 32.56 feet; thence N. 27°08'38"W., a distance of 13.40 feet; thence N. 11°58'59"E., a distance of 13.46 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 105°36'17", a chord bearing of N. 40°49'10"W., and a chord length of 39.83 feet; thence along the arc of said curve, an arc length of 46.08 feet; thence N. 43°49'14"W., a distance of 27.46 feet; thence N. 15°21'01"W., a distance of 47.88 feet; thence N. 42°03'58"W., a distance of 67.81 feet; thence N. 42°15'55"W., a distance of 58.31 feet; thence N. 24°19'04"W., a distance of 57.71 feet; thence N. 12°00'35"E., a distance of 137.96 feet; thence N. 77°03'18"E., a distance of 19.46 feet; thence N. 64°02'53"E., a distance of 27.47 feet; thence S.82°06'37"E., a distance of 73.43 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 162°27'14", a chord bearing of N. 16°39'46"E., and a chord length of 49.42 feet; thence along the arc of said curve, an arc length of 70.88 feet; thence N. 64°33'51"W., a distance of 6.78 feet; thence N. 10°42'51"E., a distance of 63.46 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 130°47'24", a chord bearing of N. 54°40'51"W., and a chord length of 45.46 feet; thence along the arc of said curve, an arc length of 57.07 feet; thence S.59°55'28"W., a distance of 32.48 feet; thence N. 48°32'27"W., a distance of 7.84 feet; thence N. 22°01'39"E., a distance of 6.98 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 89°57'56", a chord bearing of N. 22°57'19"W., and a chord length of 35.34 feet; thence along the arc of said curve, an arc length of 39.25 feet; thence N. 67°56'18"W., a distance of 33.59 feet; thence N. 27°31'20"W., a distance of 16.23 feet; thence N. 22°19'22"E., a distance of 16.30 feet; thence N. 00°19'43"W., a distance of 72.21 feet; thence N. 19°34'34"E., a distance of 66.76 feet; thence N. 01°33'05"W., a distance of 66.95 feet; thence N. 04°59'52"W., a distance of 43.67 feet; thence N. 41°38'55"E., a distance of 23.44 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 77°48'17", a chord bearing of N. 02°44'47"E., and a chord length of 31.40 feet; thence along the arc of said curve, an arc length of 33.95 feet; thence N. 36°09'21"W., a distance of 45.93 feet; thence N. 13°45'40"W., a distance of 74.73 feet; thence S.36°13'09"E., a distance of 28.47 feet; thence S.80°33'44"E., a distance of 72.07 feet; thence N. 28°32'47"E., a distance of 16.90 feet; thence S.30°28'44"E., a distance of 6.86 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 143°57'11", a chord bearing of N. 77°32'40"E., and a chord length of 47.55 feet; thence along the arc of said curve, an arc length of 62.81 feet; thence N. 05°34'05"E., a distance of 1.96 feet; thence N. 60°21'10"E., a distance of 67.63 feet; thence N. 51°59'29"E., a distance of 70.77 feet returning to said East line of Lands described in Official Record Instrument #2014062917; thence S.00°25'07"W., along said East line, a distance of 8.71 feet to the POINT OF BEGINNING.

Parcel contains 203861 square feet, or 4.6800 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.
2. Bearings shown hereon on are based on the East Line of Section 4, Township 40 South, Range 20 East, as being S.00°25'07"W.
3. The description shown hereon was prepared for this sketch.



Digitally signed by RANDALL E BRITT
DN: c=US, o=BRITT SURVEYING INC.,
dnQualifier=A01410D00000178FF12
1CC3000FF993, cn=RANDALL E
BRITT
Date: 2021.04.24 14:45:09 -04'00'

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979

Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

PREPARED FOR:

MANASOTA BEACH RANGLANDS, LLLP
BANKERS INSURANCE COMPANY

DATE: APRIL 20, 2021

JOB NUMBER: 21-04-41C



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

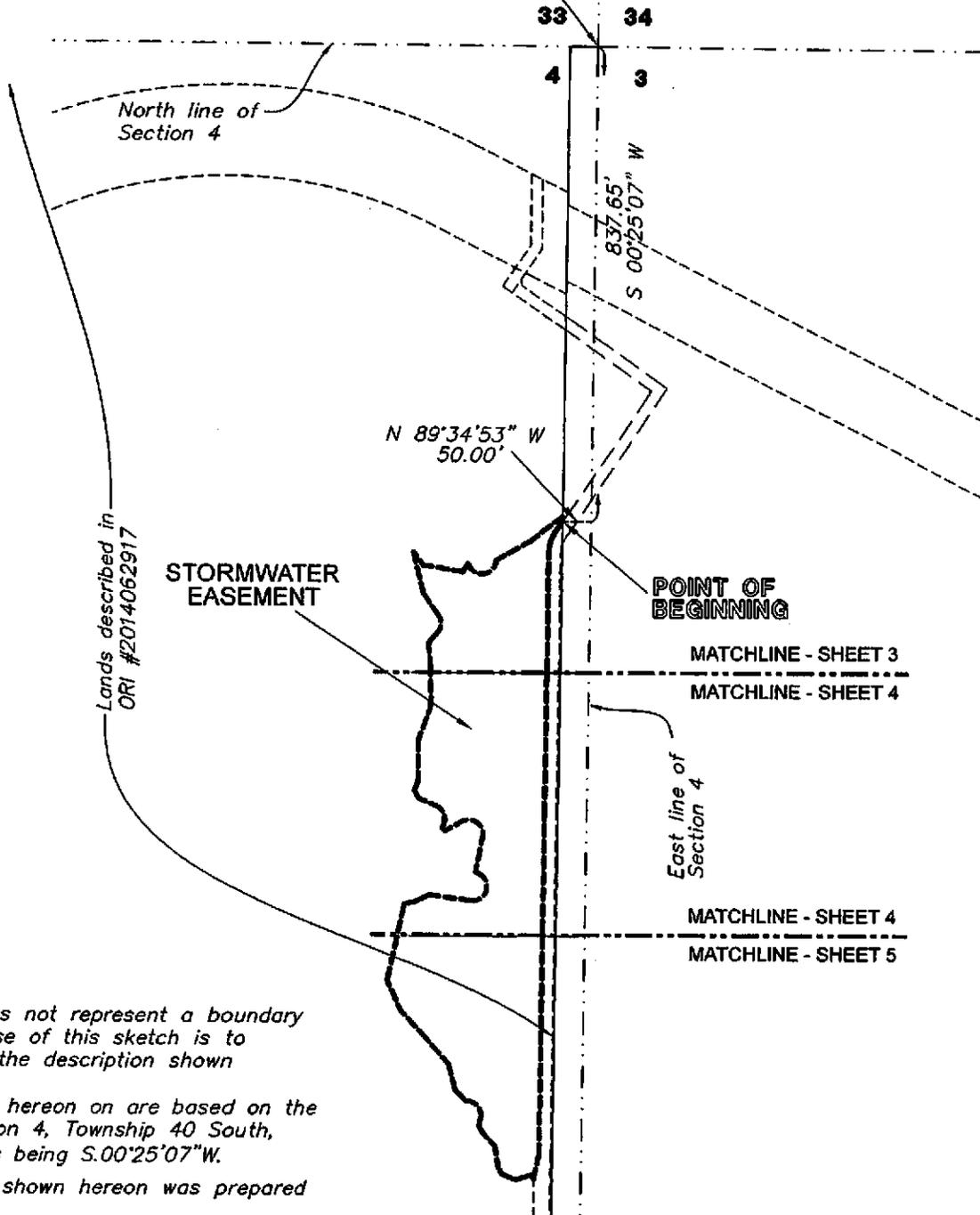
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION STORMWATER EASEMENT

SHEET 2 OF 5



POINT OF COMMENCEMENT
Northeast Corner of
Section 4, Township 40
South, Range 20 East



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SKETCH OF DESCRIPTION STORMWATER EASEMENT



POINT OF COMMENCEMENT
Northeast Corner of
Section 4, Township 40
South, Range 20 East

South line of
Section 33

North line of
Section 4

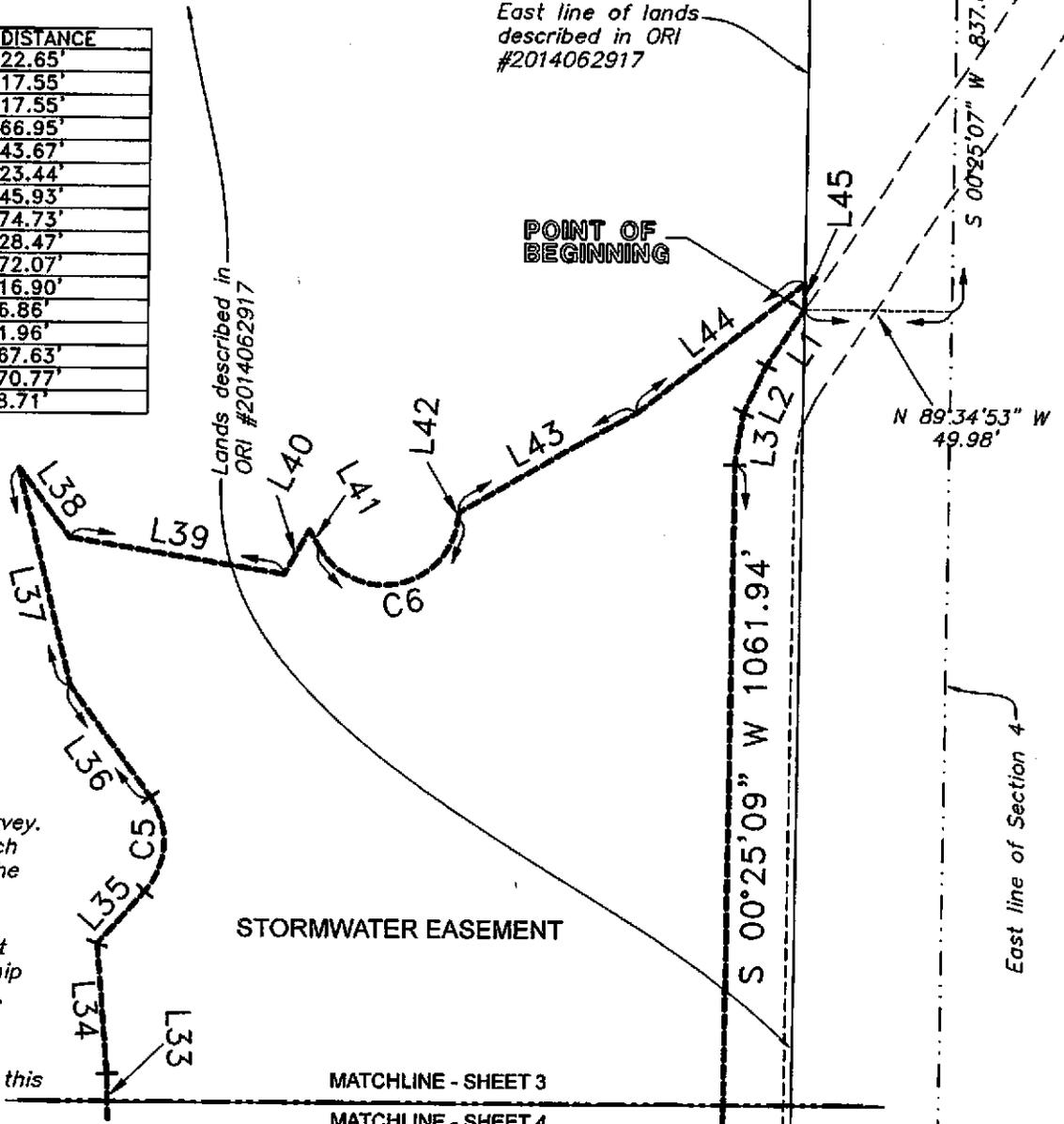
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C5	25.00'	77°48'17"	N 02°44'47" E	31.40'	33.95'
C6	25.00'	143°57'11"	N 77°32'40" E	47.55'	62.81'

LINE	BEARING	DISTANCE
L1	S 34°04'01" W	22.65'
L2	S 25°38'57" W	17.55'
L3	S 08°49'37" W	17.55'
L33	N 01°33'05" W	66.95'
L34	N 04°59'52" W	43.67'
L35	N 41°38'55" E	23.44'
L36	N 36°09'21" W	45.93'
L37	N 13°45'40" W	74.73'
L38	S 36°13'09" E	28.47'
L39	S 80°33'44" E	72.07'
L40	N 28°32'47" E	16.90'
L41	S 30°28'44" E	6.86'
L42	N 05°34'05" E	1.96'
L43	N 60°21'10" E	67.63'
L44	N 51°59'29" E	70.77'
L45	S 00°25'07" W	8.71'

East line of lands
described in ORI
#2014062917

POINT OF BEGINNING

Lands described in
ORI #2014062917



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STORMWATER EASEMENT

MATCHLINE - SHEET 3

MATCHLINE - SHEET 4

PREPARED FOR:

MANASOTA BEACH RANCLANDS, LLLP
BANKERS INSURANCE COMPANY



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DATE: APRIL 20, 2021

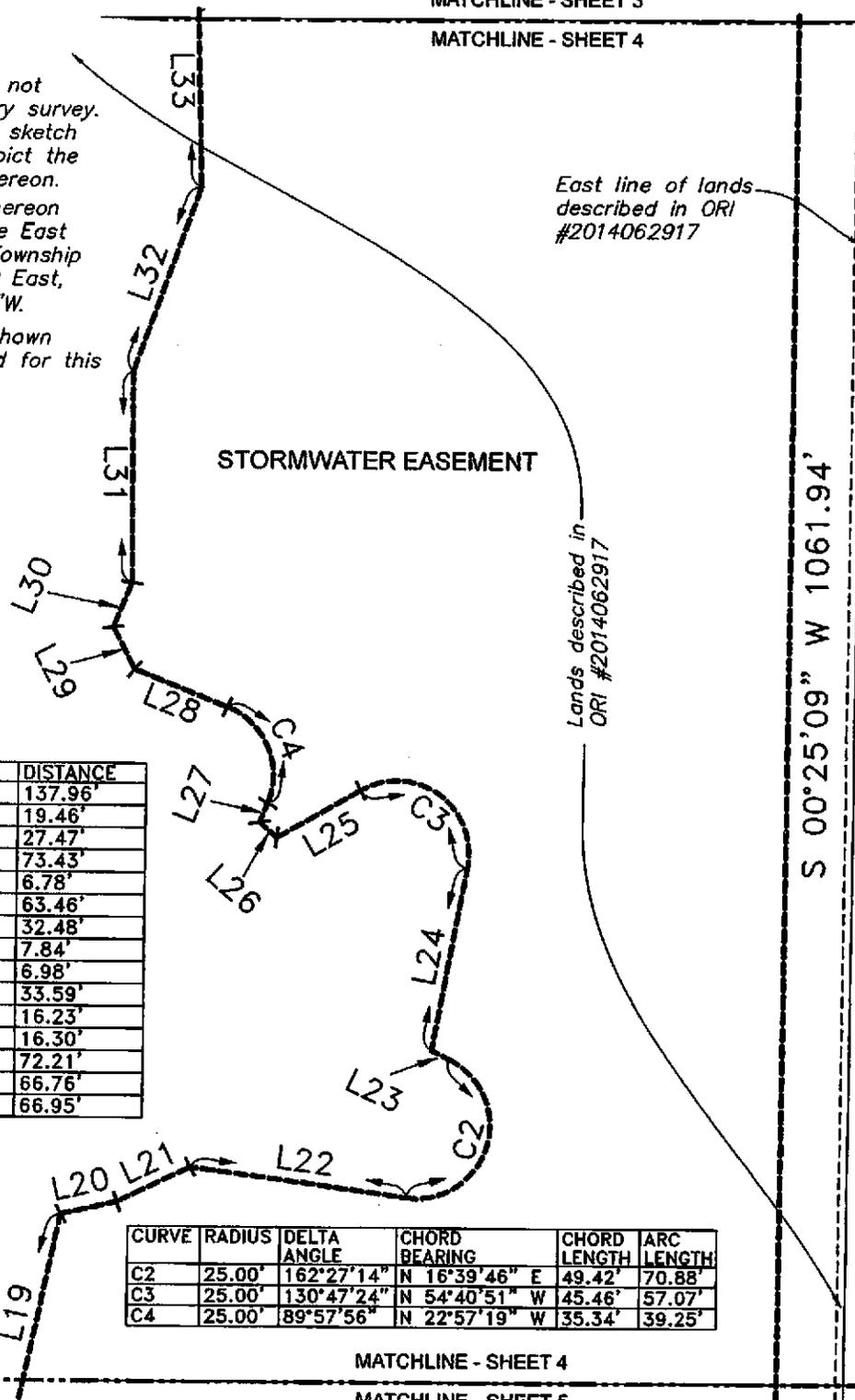
JOB NUMBER: 21-04-41C

SKETCH OF DESCRIPTION STORMWATER EASEMENT

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MATCHLINE - SHEET 3
MATCHLINE - SHEET 4



LINE	BEARING	DISTANCE
L19	N 12°00'35" E	137.96'
L20	N 77°03'18" E	19.46'
L21	N 64°02'53" E	27.47'
L22	S 82°06'37" E	73.43'
L23	N 64°33'51" W	6.78'
L24	N 10°42'51" E	63.46'
L25	S 59°55'28" W	32.48'
L26	N 48°32'27" W	7.84'
L27	N 22°01'39" E	6.98'
L28	N 67°56'18" W	33.59'
L29	N 27°31'20" W	16.23'
L30	N 22°19'22" E	16.30'
L31	N 00°19'43" W	72.21'
L32	N 19°34'34" E	66.76'
L33	N 01°33'05" W	66.95'

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C2	25.00'	162°27'14"	N 16°39'46" E	49.42'	70.88'
C3	25.00'	130°47'24"	N 54°40'51" W	45.46'	57.07'
C4	25.00'	89°57'56"	N 22°57'19" W	35.34'	39.25'

MATCHLINE - SHEET 4
MATCHLINE - SHEET 5

PREPARED FOR:
MANASOTA BEACH RANCHLANDS, LLLP
BANKERS INSURANCE COMPANY

DATE: APRIL 20, 2021
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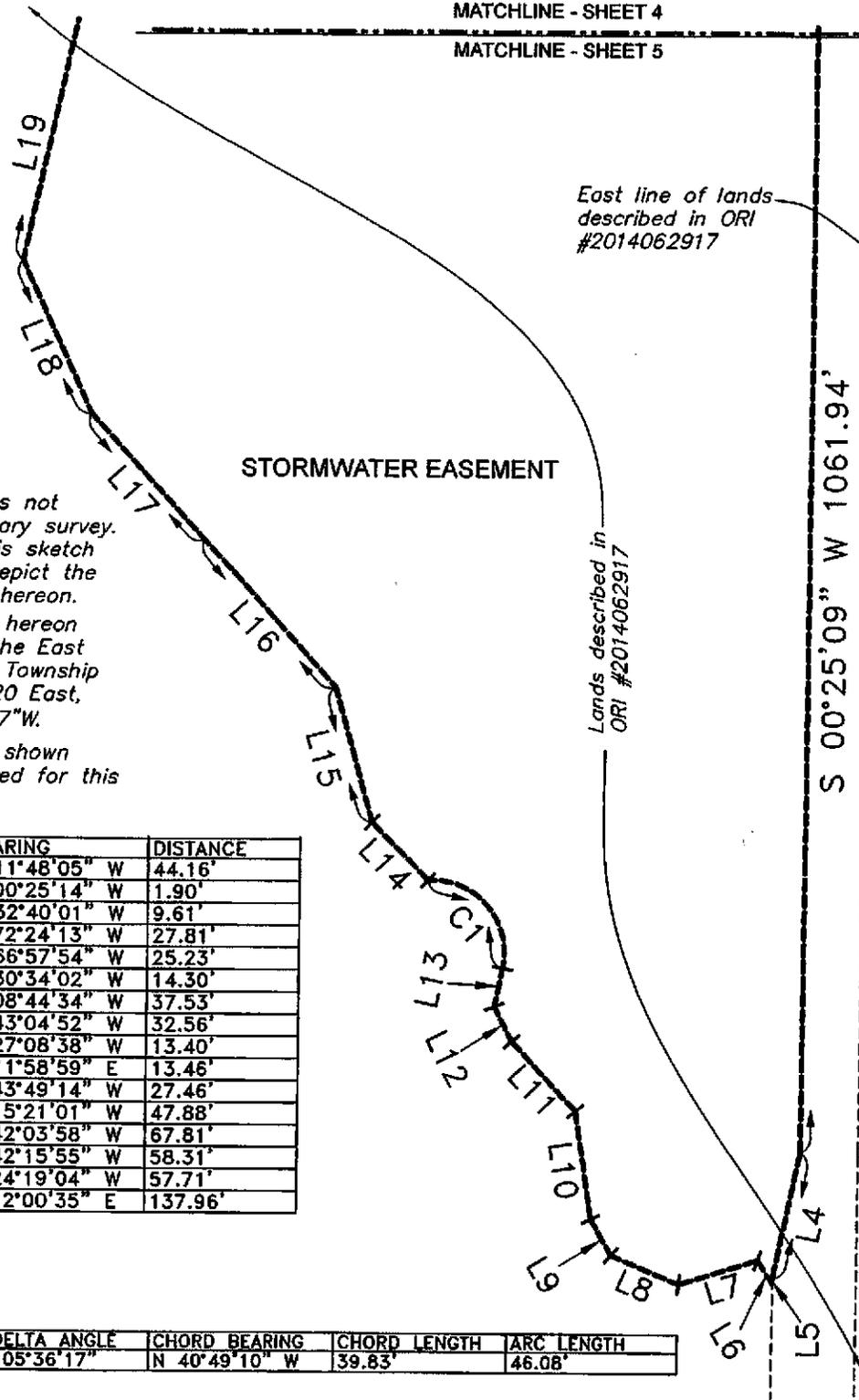
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East line of Section 4

SKETCH OF DESCRIPTION STORMWATER EASEMENT



MATCHLINE - SHEET 4
MATCHLINE - SHEET 5



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LINE	BEARING	DISTANCE
L4	S 11°48'05" W	44.16'
L5	S 00°25'14" W	1.90'
L6	N 32°40'01" W	9.61'
L7	S 72°24'13" W	27.81'
L8	N 66°57'54" W	25.23'
L9	N 30°34'02" W	14.30'
L10	N 08°44'34" W	37.53'
L11	N 43°04'52" W	32.56'
L12	N 27°08'38" W	13.40'
L13	N 11°58'59" E	13.46'
L14	N 43°49'14" W	27.46'
L15	N 15°21'01" W	47.88'
L16	N 42°03'58" W	67.81'
L17	N 42°15'55" W	58.31'
L18	N 24°19'04" W	57.71'
L19	N 12°00'35" E	137.96'

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	25.00'	105°36'17"	N 40°49'10" W	39.83'	46.08'

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East line of Section 4