

5/27/2022 4:07 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2867729

Record: \$61.00

Prepared by and return to:



200 South Orange Avenue

Sarasota, Florida 34236

(941) 366-4800

Attention: Patrick W. Ryskamp, Esq.

THIRD AMENDMENT TO RESTRICTIVE COVENANT

This Amendment is made and entered into this 26th day of May 2022 by and between MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership (the "Partnership"); THE RANCH LAND OPERATIONS, LLLP, a Florida limited liability limited partnership ("Ranch Land"); and THOMAS RANCH INTANGIBLES, LLLP, a Florida limited liability limited partnership, as Trustee under Water Rights Trust Agreement dated December 12, 2017 ("Trustee").

RECITALS:

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

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

C. The Partnership, Ranch Land, and Trustee heretofore executed that certain Restrictive Covenant recorded in Official Records Instrument #2018128694, Public Records of Sarasota County, Florida, as amended in Official Records Instrument #2021097941, and Instrument #2022071570 (the "Covenant"), by virtue of which Trustee was granted the exclusive right to withdraw groundwater from the real property described therein (the "Restrictive Covenant Property") and to impose restrictions on activities using or affecting groundwater, surface water, and irrigation water on the Restrictive Covenant Property.

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

E. Partnership has platted the Property as a residential subdivision pursuant to the plat of Antigua at Wellen Park recorded in Plat Book 56, page 160, Public Records of Sarasota County, Florida ("Plat").

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

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

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

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

3. Upon recording the Plat, any license rights of Trustee under Paragraph 6(a) of the Covenant related to Trustee's vehicular and pedestrian access to, and for construction, installation, maintenance, repair, and replacement of, existing and future Groundwater Wells and Related Facilities shall be limited to the areas on the Plat dedicated and providing easements to the West Villages Improvement. Any rights of Trustee under Paragraph 6(b) of the Covenant related to locating, acquiring, withdrawing, developer, and artificially recharging Groundwater from or to a confined, semi-confined, or unconfined aquifer with the Property shall be limited to Tracts 500-508 depicted on the Plat.

4. Notwithstanding anything to the contrary, in no event shall any rights permitted in the Covenant interfere with the construction of homes on a lot depicted on the Plat.

5. In no event shall any future Groundwater Wells be located within 100' of any lots depicted on the Plat.

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

[Signature Page Follows]

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

WITNESSES:

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

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

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

By: Richard P. Severance
Richard P. Severance
As its Vice President

Ann Lewis
Signature of Witness

Steven G. Lewis
Print Name of Witness

Tom Duckley
Signature of Witness

Tom Duckley
Print Name of Witness

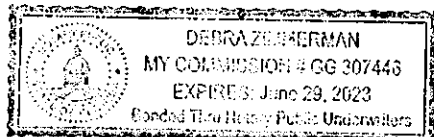
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25 day of May 2022 by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company and Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and General Partner of MANASOTA BEACH RANCLANDS, LLLP, a Florida limited liability limited partnership, on behalf of the companies and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Debra Zimmerman
Signature of Notary Public

Debra Zimmerman
Print Name of Notary Public



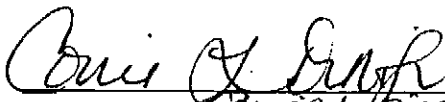
I am a Notary Public of the State of Florida,
and my commission expires on 6/29/23

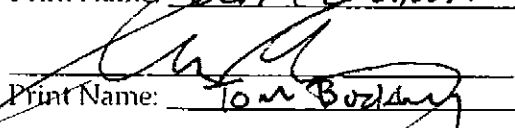
In witness whereof, Ranch Land has executed this Amendment as of the day and year first above written.

WITNESSES:

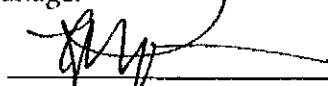
**THE RANCH LAND OPERATIONS,
LLLP, a Florida limited liability limited
partnership**

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


Print Name: Cornel L. Binota


Print Name: Tom Bozinger

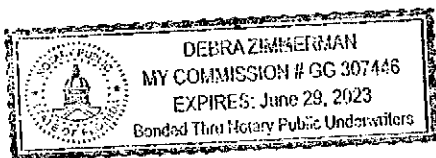
By: Thomas Ranch Manager, LLC, a
Delaware limited liability company, as
its Manager

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 25 day of May 2022 by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, the manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, the general partner of **THE RANCH LAND OPERATIONS, LLLP**, a Florida limited liability limited partnership, on behalf of the companies and the partnership. He has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me.

(Notary Seal)




Signature of Notary Public

Debra Zimmerman
Print Name of Notary Public

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

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

WITNESSES:

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

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

Cornel L. Dinoff
Print Name: CORNEL DINOFF

Bruce A. Mellen
Print Name: BRUCE A. MELLEN

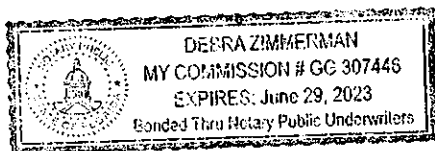
By: Thomas Ranch Manager, LLC, a
Delaware limited liability company, as
its Manager

By: Richard P. Severance
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 25 day of May 2022 by Richard P. Severance, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, the manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, the general partner of THOMAS RANCH INTANGIBLES, LLLP, a Florida limited liability limited partnership, as Trustee under Water Rights Trust Agreement dated December 12, 2017, on behalf of the companies and the partnership. He has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Debra Zimmerman
Signature of Notary Public

Debra Zimmerman
Print Name of Notary Public


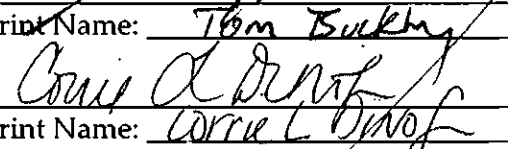
I am a Notary Public of the State of Florida,
and my commission expires on 6/29/23


JOINDER AND CONSENT

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

WITNESSES:

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

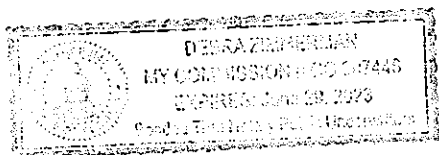

Print Name: Tom Buckley

Print Name: Corrie L. Dwyer

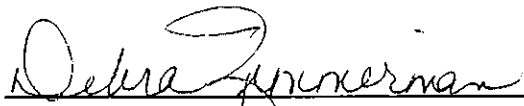
By: 
Steven Lewis
As Vice Chairman

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of May 2022 by Steven Lewis, as Vice Chairman of **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district created pursuant to Chapter 189, Florida Statutes, on behalf of the District. The above-named person has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me.

(Notary Seal)




Signature of Notary Public
Debra Zimmerman
Print Name of Notary Public

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

EXHIBIT "A"

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

All of Tract 9 of Wellen Park Village E, recorded in Plat Book 55, Page 401 of the Public Records of Sarasota County, Florida.

AND

A portion of Tract 505 of Wellen Park Village E, recorded in Plat Book 55, Page 401 of the Public Records of Sarasota County, Florida, more particularly described as follows:

Commence at the southeast corner of Tract 505 of Wellen Park Village E; the following twenty-two (22) calls are along the easterly line of said Tract 505: (1) thence N.31°27'57"E., a distance of 45.90 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 76°02'56"; (2) thence Northerly along the arc of said curve, a distance of 33.18 feet, to the point of tangency of said curve; (3) thence N.44°34'59"W., a distance of 36.64 feet; (4) thence N.48°59'31"W., a distance of 56.80 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 23°26'07"; (5) thence Northwesterly along the arc of said curve, a distance of 10.23 feet, to the point of tangency of said curve; (6) thence N.72°25'38"W., a distance of 14.16 feet to a point of curvature of a curve to the right having a radius of 35.00 feet and a central angle of 62°08'49"; (7) thence Northwesterly along the arc of said curve, a distance of 37.96 feet, to the point of tangency of said curve; (8) thence N.10°16'49"W., a distance of 34.25 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 34°49'25"; (9) thence Northwesterly along the arc of said curve, a distance of 15.19 feet, to the point of tangency of said curve; (10) thence N.45°06'14"W., a distance of 4.03 feet to a point of curvature of a curve to the right having a radius of 35.00 feet and a central angle of 62°14'12"; (11) thence Northerly along the arc of said curve, a distance of 38.02 feet, to the point of tangency of said curve; (12) thence N.17°07'58"E., a distance of 22.48 feet to a point of curvature of a curve to the right having a radius of 35.00 feet and a central angle of 99°43'05"; (13) thence Northeasterly along the arc of said curve, a distance of 60.91 feet, to the point of reverse curvature of a curve to the left having a radius of 25.00 feet and a central angle of 18°44'53"; (14) thence Easterly along the arc of said curve, a distance of 8.18 feet, to the point of tangency of said curve; (15) thence S.81°53'51"E., a distance of 20.55 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 76°48'46"; (16) thence Northeasterly along the arc of said curve, a distance of 33.52 feet to the point of tangency of said curve; (17) thence N.21°17'23"E., a distance of 78.52 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 83°24'28"; (18) thence Northerly along the arc of said curve, a distance of 36.39 feet to the point of tangency of said curve; (19) thence N.62°07'05"W., a distance of 13.43 feet to a point of curvature of a curve to the right having a radius of 35.00 feet and a central angle of 69°37'34"; (20) thence Northwesterly along the arc of said curve, a distance of 42.53 feet, to the point of tangency of said curve; (21) thence N.07°30'30"E., a distance of 20.06 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 19°27'43"; (22) thence Northerly along the arc of said curve, a distance of 8.49 feet, to the end of the curve, said point being the POINT OF BEGINNING; thence N.46°42'10"W. along a line non-tangent to said curve, a distance of 31.30 feet to a point on said easterly line of Tract 505; the following two (2) calls are along said easterly line: (1) thence S.65°52'15"E., a distance of 9.36 feet to a point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 53°55'02"; (3) thence Southeasterly along the arc of said curve, a distance of 23.53 feet to the POINT OF BEGINNING.

Containing 3,301,470 square feet or 75.7913 acres, more or less.