

4/27/2022 1:30 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2851292

Rec 5/11/22

Prepared by and return to:



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

AMENDMENT TO RESTRICTIVE COVENANT

~~APRIL~~ This Amendment to Restrictive Covenant (this "Amendment") is made this 25 day of ~~March~~ 2022, by **MANASOTA BEACH RANCLANDS, LLLP**, a Florida limited liability limited partnership ("Manasota"); **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. Manasota owns property subject to that certain Restrictive Covenant recorded in the Official Records as Instrument #2018128694, of the Public Records of Sarasota County, Florida (the "Restrictive Covenant") granting to Trustee the exclusive right to withdraw groundwater from the property described therein and imposing restrictions on activities using or affecting groundwater, surface water, and irrigation water.

B. Manasota desires to make additional property, described in "Schedule 1" attached hereto (the "Additional Property"), subject to the Restrictive Covenant.

C. Manasota and Trustee desire to amend the Exhibit "A" of the Restrictive Covenant to add the Additional Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and other valuable consideration, the Restrictive Covenant is hereby amended as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into this Amendment.
2. **Defined Terms.** All defined terms used herein have the meanings set forth in the Restrictive Covenant unless separately defined herein.
3. **Additional Property.** The Additional Property is added to Exhibit "A." All references in the Restrictive Covenant to the Property includes the Additional Property.
4. **Ranch Land Consent.** Ranch Land consents to the provisions of this Amendment.

[Signature and notary page follows.]

IN WITNESS WHEREOF, Manasota has caused this Amendment to be executed as of the date written above.

WITNESSES:

[Signature]
Signature of Witness

Conie L Dinos
Print Name of Witness

[Signature]
Signature of Witness

Steven C. Lewis
Print Name of Witness

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

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

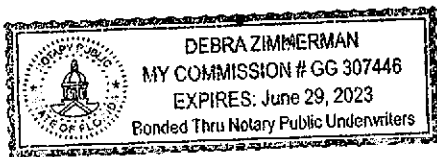
By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

[Signature]
By: [Signature]
Richard Severance, 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 March 2022, by Richard Severance, Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, General Partner of MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership, on behalf of the companies and 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)



[Signature]
Signature of Notary Public

Debra Zimmerman
Print Name of Notary Public

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

IN WITNESS WHEREOF, Ranch Land has caused this Amendment to be executed as of the date written above.

WITNESSES:

[Signature]
Signature of Witness

Cornie L Dinafor
Print Name of Witness

[Signature]
Signature of Witness

Steven C. Lewis
Print Name of Witness

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

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

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

By: [Signature]
Richard Severance, Vice President

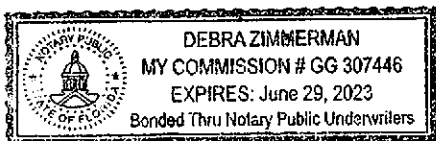
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25 day of April 2022, by Richard Severance, Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, General Partner of THE RANCH LAND OPERATIONS, LLLP, a Florida limited liability limited partnership, on behalf of the companies and 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)

[Signature]
Signature of Notary Public

Debra Zimmerman
Print Name of Notary Public



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

IN WITNESS WHEREOF, Trustee has caused this Amendment to be executed as of the date written above.

WITNESSES:

Corie L Dinsf
Signature of Witness

Corie L Dinsf
Print Name of Witness

Steven C. Lewis
Signature of Witness

Steven C. Lewis
Print Name of Witness

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 General Partner

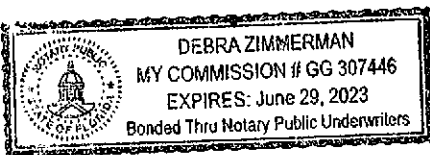
By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager

By: [Signature]
Richard Severance, 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 ~~March~~ ^{April} 2022, by Richard Severance, Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, General Partner of THOMAS RANCH INTANGIBLES, LLLP, a Florida limited liability limited partnership, as Trustee aforesaid, on behalf of the companies and 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

SCHEDULE 1

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

BEGIN at the southwest corner of said Section 33 and the southeast corner of said Section 32; thence N.89°05'29"W., along the south line of said Section 32, a distance of 410.14 feet to the southeast corner of Parcel 400 as recorded in Official Records Instrument Number 2010135760, Public Records of Sarasota County, Florida; thence N.00°30'33"E., along the east line of said Parcel 400, a distance of 343.36 feet to the southerly most corner of Parcel 303 as recorded in Official Records Instrument Number 2007150241 in said Public Records, being the point of curvature of a non-tangent curve to the right, having a radius of 1,082.00 feet and a central angle of 15°06'08"; thence northerly along the arc of said curve, being the east line of said Parcel 303, a distance of 285.19 feet, said curve having a chord bearing and distance of N.13°58'46"E., 284.37 feet, to the point of reverse curvature of a curve to the left having a radius of 928.00 feet and a central angle of 19°46'36"; thence northerly along the arc of said curve, also partially along said east line of Parcel 303, partially along the east line of Parcel 304 and partially along Parcel 305 as recorded in Official Records Instrument Number 2007150241 in said Public Records, a distance of 320.31 feet to the end of said curve; thence continue along the south, east and north lines of said Parcel 305 for the following three (3) calls; (1) thence S.89°59'52"E., a distance of 169.32 feet; (2) thence N.00°00'08"E., a distance of 338.00 feet; (3) thence N.89°59'52"W., a distance of 174.12 feet to a point on the east line of a Non-Exclusive Easement as recorded in Official Records Book 2785, Page 641 in said Public Records; thence N.00°30'33"E., along said east line of a Non-Exclusive Easement, a distance of 130.27 feet to the southwest corner of a Manatee Community College Tract as recorded in Official Records Book 1571, Page 2172 in said Public Records; thence S.89°29'07"E., along the south line of said Manatee Community College Tract and the easterly extension thereof, a distance of 1,856.40 feet; thence S.00°30'44"W., a distance of 1,398.86 feet to a point on the south line of above-mentioned Section 33; thence N.89°39'43"W., along said south line of said Section 33, a distance of 1,566.19 feet to the Point of Beginning.

ALSO DESCRIBED AS:

That part of Sections 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, and 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.