

10/21/2022 3:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2929089

This instrument prepared by and returned to:
Vogler Ashton, PLLC 705
10th Ave. W. #103
Palmetto, FL 34221

**RELEASE AND TERMINATION OF CIELO
EASEMENTS & RESTRICTIVE COVENANTS**

This **RELEASE AND TERMINATION OF CIELO EASEMENTS AND RESTRICTIVE COVENANTS** (the "Release") is made this 1st day of October 2022, by (i) **CIELO NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not for profit corporation, whose mailing address is 5800 Lakewood Ranch, Blvd., Sarasota, Florida, 34240, ("**Association**"); and (ii) **BORDER AND JACARANDA HOLDINGS, LLC**, and **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, both Florida limited liability companies, whose addresses are 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, (collectively, "**Neal**").

WITNESSETH:

WHEREAS, the "Cielo Subdivision," per Plat thereof recorded in Plat Book 53, Page 288, of the Public Records of Sarasota County, Florida, (the "**Plat**") is a residential subdivision situate in the City of Venice, Florida; and,

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Cielo, as recorded in Official Records Instrument No. 2019169159, of the Public Records of Sarasota County, Florida, (the "**Declaration**") does encumber all property within the Plat; and,

WHEREAS, Neal is actively developing the Cielo Subdivision and is empowered under the Declaration to add and/or remove lands from the Plat and/or the Declaration; and,

WHEREAS, the Association is the Chapter 720, Florida Statutes homeowners association incorporated to operate and maintain the common property associated with the Cielo Subdivision; and,

WHEREAS, Neal and Association agree that it is in the best interests of the landowners within the Cielo Subdivision to release, terminate and remove the lands set forth on Exhibit "A" attached hereto and incorporated herein from (i) any and all easements and reservations held by Neal and/or Association pursuant to the Plat, and (ii) all terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration, such that the lands set forth on Exhibit "A" shall no longer be subject to the Declaration.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** That the above recitals are true and correct and are hereby incorporated herein.
2. **Release and Termination of Easements and other Restrictions.** As it affects and relates *only to* those specific lands set forth on Exhibit "A" attached hereto and incorporated herein (the "Released Lands"), Neal and Association do hereby forever, as a matter of title, cause, confirm, terminate, remise, release, remove and discharge all right, title, and interest of the aforementioned parties to the following:

A) All easements and reservations as set forth on the Plat that affect and encumber the Released Lands, including specifically all Private Drainage & Flowage Easements within the Released Lands; and,

B) All terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration that affect the Released Lands, such that the Released Lands are no longer subject to the Declaration.

3. **Removal from Declaration**. Neal and Association do hereby remove the Released Lands from the Declaration, such that those Released Lands shall no longer be subject to the terms, covenants, conditions, restrictions, reservations, easements, assessments, and liens of the Declaration; and the Released Lands shall no longer be deemed Common Property of the Association, as those terms are defined in the Declaration. The Association shall have no further obligation to operate and maintain the Released Lands, and Neal, and its successors and assigns, shall be obligated to operate and maintain the Released Lands at its sole cost and expense. Neal further covenants that it has engaged the project engineer for the Cielo Subdivision to review the Released Lands, and said project engineer determined that no Association drainage and/or flowage systems or facilities exist within the Released Lands nor are the Released Lands necessary for the engineered and proper operation of the Association's drainage and flowage systems and facilities. Neal further covenants that the removal of the Released Lands from the Common Property of the Association shall have no material or negative impact on the drainage and flowage of the remaining portions of the Cielo Subdivision.

WHEREFORE, the parties have hereunto agreed to and accepted the terms of this Release the day month and year first written above.

**NEAL COMMUNITIES OF SOUTHWEST
FLORIDA, LLC, a Florida limited liability company**

By: NCDG Management, LLC, a Florida limited
liability company, its Manager

By: *P Curran*
Pamela Curran, its Manager

[Signature]
Witness

SEAN FINOZZI
Print Name of Witness

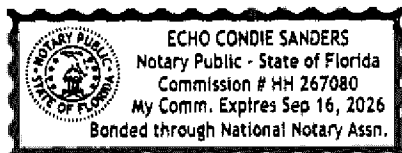
[Signature]
Witness

MARK LINDS
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 21 day of October 2022, by Pamela Curran, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the Company, (☒) who is personally known to me, or () who has produced _____ as identification.

(Affix Seal)



Echo Sanders
Signature of Notary Public
Print Notary Name: Echo Sanders
NOTARY PUBLIC STATE OF FLORIDA
Commission No. HH 267080
Expiration Date: 9-16-2026

BORDER AND JACARANDA HOLDINGS, LLC, a Florida
limited liability company

By: 
Pamela Curran, its Manager


Witness

SEAN FINOTTI
Print Name of Witness

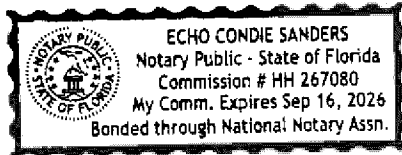

Witness


MARK EVANS
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 21 day of October 2022, by Pamela Curran, as Manager of Border and Jacaranda Holdings, LLC,
a Florida limited liability company, on behalf of the Company, (☒) who is personally known to me, or (☐)
who has produced _____ as identification.

(Affix Seal)




Signature of Notary Public
Print Notary Name: Echo Sanders
NOTARY PUBLIC STATE OF FLORIDA
Commission No. HH 267080
Expiration Date: 9-16-2026

CIELO NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation

By: [Signature]
Chris Clark, its President

Haley Ballard
Witness

Haley Ballard
Print Name of Witness

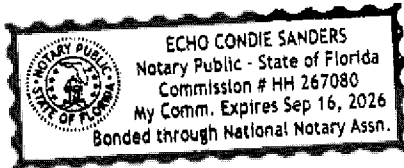
Maria Vasquez
Witness

Maria Vasquez
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 21 day of October 2022, by Chris Clark, as President of Cielo Neighborhood Association, Inc., a Florida not for profit corporation, on behalf of the Corporation, (☒) who is personally known to me, or (☐) who has produced _____ as identification.

(Affix Seal)



Echo Sanders
Signature of Notary Public
Print Notary Name: Echo Sanders
NOTARY PUBLIC STATE OF FLORIDA
Commission No. HH 267080
Expiration Date: 9.16.2026

EXHIBIT "A"

LEGAL DESCRIPTION OF THE RELEASED LANDS:

(BY SURVEYOR) COMMENCING AT THE NORTHEASTERLY CORNER OF TRACT 700, CIELO SUBDIVISION AS RECORDED IN PLAT BOOK 53, PAGE 288 OF SARASOTA COUNTY OFFICIAL RECORDS THENCE SOUTH 00°00'06" WEST, A DISTANCE OF 55.04 FEET ALONG THE WEST RIGHT OF WAY LINE OF JACARANDA BOULEVARD TO THE POINT OF BEGINNING THENCE CONTINUE ALONG THE SAID RIGHT OF WAY SOUTH 00°00'06" WEST, 478.24 FEET; THENCE NORTH 89°14'10" WEST, 935.70 FEET; THENCE NORTH 00°45'50" EAST, 72.60 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 17.60 FEET AND WHOSE CHORD BEARS NORTH 11°25'30" WEST, 7.43 FEET; THENCE NORTH 7.49 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°22'40"; TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 110.67 FEET AND WHOSE CHORD BEARS NORTH 11°23'08" WEST, 46.88 FEET; THENCE NORTH 47.24 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°27'24"; THENCE NORTH 00°50'34" EAST, A DISTANCE OF 130.16 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.19 FEET AND WHOSE CHORD BEARS NORTH 09°09'26" WEST, 13.66 FEET; THENCE NORTH 13.83 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 31°27'54"; TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 121.73 FEET AND WHOSE CHORD BEARS NORTH 12°28'38" WEST, 52.33 FEET; THENCE NORTH 52.74 FEET ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 24°49'31"; THENCE NORTH 00°03'52" WEST, A DISTANCE OF 159.00 FEET TO THE SOUTH LINE OF TRACT 700 OF SAID CIELO SUBDIVISION; THENCE ALONG SAID SOUTH LINE, SOUTH 89°10'25" EAST, 957.24 FEET TO THE POINT OF BEGINNING. CONTAINING 10.42 ACRES OR 453,769 SQUARE FEET, MORE OR LESS.