

October 13, 2023

Via Hand Delivery

City of Venice, Florida
Planning and Zoning
401 W. Venice Avenue
Venice, FL 34285

Re: *Plat of Cassata Lakes – Phase II– Title Opinion*
PIDs: 0380030001
IM Client: Cassata Properties, LLC
IM File: 73165-121407

Dear Commissioners and Staff:

Pursuant to the requirements of *Florida Statutes*, Chapter 177, and Land Development Code of Venice, Florida, you are advised that, in our opinion, the fee simple marketable title of those lands described in **Exhibit “A”** attached hereto is vested in:

CASSATA PROPERTIES, LLC,
a Florida limited liability company.

I. Subject to the following matters and exceptions:

A. Mortgages, Assignments, and Modifications:

1) Mortgage and Security Agreement (Hypothecation Mortgage) in favor of **Cassata Funding, LLC**, a Florida limited liability company recorded in Official Records Instrument No. 2019014340;

2) The contact for the Lender is the current Manager of the Company and is,

J. Geoffrey Pflugner
8470 Enterprise Circle
Suite 201
Bradenton, FL 34202
Email: jpflugner@icardmerrill.com
Phone: 941-735-5252

- B. Other Liens: None.
- C. Restrictions:
 - 1) Terms and conditions as set forth in that certain Special Warranty Deed recorded in Official Records Instrument No. 2019014339.
- D. Easements:
 - 1) Easement(s) in favor of Florida Power & Light Company set forth in ORI#2022150986.
 - 2) Utility Easement in favor of Sarasota County set forth in ORI#'s 2023153030 and 2023153031.
- E. Other Instruments: None.

II. Taxes and Assessments:

PID No.	Tax Year	Status	Date Paid	Receipt No.
0380030001	2022	PAID	11/30/2022	5549629.0001

This opinion may be relied upon only by the parties to whom it is addressed and only for the Plat of Cassata Lakes Phase II. It may not be relied upon by any other person or entity or for any other purpose whatsoever without our prior written consent. This opinion letter speaks only as of the date of October 12, 2023 @ 5:00 P.M. (based upon documents reviewed and facts, conditions, and circumstances presently known) and supersedes any and all prior opinions with respect to the matters discussed herein. This opinion letter is provided as a legal opinion only and not as a guaranty or warranty of the matters discussed herein or in documents referred to herein. No opinion may be inferred or implied beyond the matters expressly and specifically stated herein.

Respectfully Submitted,

ICARD, MERRILL, CULLIS, TIMM,
FUREN & GINSBURG, P.A.



Enc: (2)

Exhibit A – Legal Description of Cassata Lakes Phase II

EXHIBIT "A"

Description: Cassata Lakes Phase 2

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida.

COMMENCE at the Northwest Corner of the Southeast Quarter of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence S.89°34'44"E. along the North line of said Southeast Quarter of the Section 29, a distance of 133.99 feet to the POINT OF BEGINNING; thence continue along said North line of Southeast Quarter of the Section 29, S.89°34'44"E., a distance of 1218.82 feet to the Northeast corner of the West Half of said Southeast Quarter of Section 29, same being a point on the northerly extension of the West Line of Twin Laurel Estates, recorded in Plat Book 24, Page 43, Public Records of Sarasota County, Florida; thence S.00°39'08"E., along the East line of said West half of the Southeast Quarter of Section 29 and the West boundary line of said Twin Laurel Estates and its northerly extension, a distance of 1081.19 feet; thence leaving said West boundary line of Twin Laurel Estates, N.90°00'00"W., a distance of 828.64 feet; thence S.63°41'24"W., a distance of 350.87 feet to the most southeasterly corner of CASSATA LAKES PHASE I, Plat Book 56, Page 493, of the Public Records of Sarasota County, Florida; thence along boundary of said CASSATA LAKES PHASE I, the following fourteen (14) courses: (1) thence N.26°18'36"W., a distance of 140.00 feet; (2) thence N.63°41'24"E., a distance of 63.55 feet; (3) thence N.26°18'36"W., a distance of 50.00 feet; (4) thence N.63°41'24"E., a distance of 99.67 feet; (5) thence N.00°39'08"W., a distance of 155.31 feet; (6) thence N.63°41'24"E., a distance of 232.97 feet; (7) thence N.00°39'08"W., a distance of 411.79 feet; (8) thence N.89°34'44"W., a distance of 210.04 feet; (9) thence N.00°39'08"W., a distance of 140.02 feet; (10) thence N.89°34'44"W., a distance of 72.19 feet; (11) thence N.00°25'16"E., a distance of 50.00 feet; (12) thence N.89°34'44"W., a distance of 57.31 feet to a point on a curve to the left having: a radius of 200.00 feet, a central angle of 03°38'15", a chord bearing of S.88°36'09"W., and a chord length of 12.70 feet; (13) thence along the arc of said curve, an arc length of 12.70 feet; (14) thence N.00°25'16"E., a distance of 140.40 feet to the POINT OF BEGINNING.

Parcel contains 1132375 square feet or, 25.9958 acres, more or less.

LIMITED LIABILITY COMPANY CERTIFICATION
CASSATA PROPERTIES, LLC

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared **MICHAEL W. MILLER** (the "Affiant") who, being by me first duly sworn, depose(s) and say(s):

1. THAT Affiant is a manager of CASSATA PROPERTIES, LLC, (the "Company"). There is one other manager, Marek Wojcicki.
2. THAT the Company currently owns the real property described in Exhibit A attached hereto (the "Property") and has filed for subdivision plat approval for the Property with the City of Venice, Sarasota County, Florida.
3. THAT, as of the date of this affidavit, the Company is active and in good standing under the laws of the State of Florida.
4. THAT Affiant, in his capacity as Manager of CASSATA PROPERTIES, LLC, or Marek Wojcicki, in his capacity as Manager, are individually authorized to execute, on behalf of the Company, any and all documentation necessary to plat Phase II of Cassata Lakes, including any documentation to consummate the Plat of the Property with the City of Venice, Florida.
5. That said Company has not been dissolved during any period of time from the date of its inception to the date of this Affidavit.

FURTHER AFFIANT SAYETH NOT.




Michael W. Miller

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of October, 2023, by Michael W. Miller, as Manager of CASSATA PROPERTIES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.





Notary Public
Print Name: _____
Title or Rank: _____
Serial Number, if any _____

Legal Description

Cassata Lakes Phase 2



A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida.

COMMENCE at the Northwest Corner of the Southeast Quarter of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence S.89°34'44"E. along the North line of said Southeast Quarter of the Section 29, a distance of 133.99 feet to the POINT OF BEGINNING; thence continue along said North line of Southeast Quarter of the Section 29, S.89°34'44"E., a distance of 1218.82 feet to the Northeast corner of the West Half of said Southeast Quarter of Section 29, same being a point on the northerly extension of the West Line of Twin Laurel Estates, recorded in Plat Book 24, Page 43, Public Records of Sarasota County, Florida; thence S.00°39'08"E., along the East line of said West half of the Southeast Quarter of Section 29 and the West boundary line of said Twin Laurel Estates and it's northerly extension, a distance of 1081.19 feet; thence leaving said West boundary line of Twin Laurel Estates, N.90°00'00"W., a distance of 828.64 feet; thence S.63°41'24"W., a distance of 350.87 feet to the most southeasterly corner of CASSATA LAKES PHASE I, Plat Book 56, Page 493, of the Public Records of Sarasota County, Florida; thence along boundary of said CASSATA LAKES PHASE I, the following fourteen (14) courses: (1) thence N.26°18'36"W., a distance of 140.00 feet; (2) thence N.63°41'24"E., a distance of 63.55 feet; (3) thence N.26°18'36"W., a distance of 50.00 feet; (4) thence N.63°41'24"E., a distance of 99.67 feet; (5) thence N.00°39'08"W., a distance of 155.31 feet; (6) thence N.63°41'24"E., a distance of 232.97 feet; (7) thence N.00°39'08"W., a distance of 411.79 feet; (8) thence N.89°34'44"W., a distance of 210.04 feet; (9) thence N.00°39'08"W., a distance of 140.02 feet; (10) thence N.89°34'44"W., a distance of 72.19 feet; (11) thence N.00°25'16"E., a distance of 50.00 feet; (12) thence N.89°34'44"W., a distance of 57.31 feet to a point on a curve to the left having: a radius of 200.00 feet, a central angle of 03°38'15", a chord bearing of S.88°36'09"W., and a chord length of 12.70 feet; (13)thence along the arc of said curve, an arc length of 12.70 feet; (14) thence N.00°25'16"E., a distance of 140.40 feet to the POINT OF BEGINNING.

Parcel contains 1132375 square feet or, 25.9958 acres, more or less.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
CASSATA PROPERTIES, LLC

Filing Information

Document Number	L18000230011
FEI/EIN Number	83-4439439
Date Filed	09/27/2018
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	01/23/2019
Event Effective Date	NONE

Principal Address

7507 S TAMIAMI TRL
SARASOTA, FL 34231

Changed: 01/23/2019

Mailing Address

7507 S TAMIAMI TRL
SARASOTA, FL 34231

Changed: 01/23/2019

Registered Agent Name & Address

PFLUGNER, J. GEOFFREY
8470 ENTERPRISE CIRCLE
SUITE 201
BRADENTON, FL 34202

Authorized Person(s) Detail

Name & Address

Title MGR

CASSATA, FRANK
7507 S TAMIAMI TRL
SARASOTA, FL 34231

Title MGR

WOJCICKI, MAREK
225 MEDALIST RD
ROTUNDA WEST, FL 33947

Title Manager

Miller, Michael W.
625 N. Tamiami Trail
Venice, FL 34285

Annual Reports

Report Year	Filed Date
2022	04/14/2022
2022	10/28/2022
2023	04/14/2023

Document Images

04/14/2023 -- ANNUAL REPORT	View image in PDF format
10/28/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/14/2022 -- ANNUAL REPORT	View image in PDF format
04/13/2021 -- ANNUAL REPORT	View image in PDF format
04/09/2020 -- ANNUAL REPORT	View image in PDF format
04/24/2019 -- ANNUAL REPORT	View image in PDF format
01/23/2019 -- LC Amendment and Name Change	View image in PDF format
09/27/2018 -- Florida Limited Liability	View image in PDF format



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
CASSATA FUNDING, LLC

Filing Information

Document Number	L14000148170
FEI/EIN Number	N/A
Date Filed	09/22/2014
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	03/10/2015
Event Effective Date	NONE

Principal Address

8470 ENTERPRISE CIRCLE
SUITE 201
BRADENTON, FL 34202

Mailing Address

8470 ENTERPRISE CIRCLE
SUITE 201
BRADENTON, FL 34202

Registered Agent Name & Address

PFLUGNER, J. GEOFFREY
8470 ENTERPRISE CIRCLE
SUITE 201
BRADENTON, FL 34202

Authorized Person(s) Detail

Name & Address

Title MGR

PFLUGNER, J. GEOFFREY
8470 ENTERPRISE CIRCLE
SUITE 201
BRADENTON, FL 34202

Title MGR

CASSATA, FRANK

7507 S. TAMIAMI TRAIL
SARASOTA, FL 34231

Annual Reports

Report Year	Filed Date
2021	04/13/2021
2022	04/19/2022
2023	04/19/2023

Document Images

04/19/2023 -- ANNUAL REPORT	View image in PDF format
04/19/2022 -- ANNUAL REPORT	View image in PDF format
04/13/2021 -- ANNUAL REPORT	View image in PDF format
06/01/2020 -- ANNUAL REPORT	View image in PDF format
04/04/2019 -- ANNUAL REPORT	View image in PDF format
04/18/2018 -- ANNUAL REPORT	View image in PDF format
04/18/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
04/27/2015 -- ANNUAL REPORT	View image in PDF format
03/10/2015 -- LC Amendment and Name Change	View image in PDF format
09/22/2014 -- Florida Limited Liability	View image in PDF format

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2019014340 8 PGS
February 05, 2019 03:27:06 PM
KAREN E RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL
Doc Stamp-Mort \$26,250.00
Intang Tax \$15,000.00

26250
1500
+29
69.0

Prepared by and return to:
J. Geoffrey Pflugner, Esq.
Icard, Merrill, Cullis, Timm,
Furen & Ginsburg, P.A.
8470 Enterprise Circle, Suite 201
Bradenton, FL 34202

FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$26,250.00 AND FLORIDA INTANGIBLE TAXES IN THE AMOUNT OF \$15,000.00 ARE BEING PAID UPON RECORDATION OF THIS MORTGAGE. SUCH AMOUNT IS BASED UPON THE AMOUNT OF \$7,500,000.00 BEING THE TAXABLE AMOUNT OF THE INDEBTEDNESS SECURED HEREBY.

**MORTGAGE AND SECURITY AGREEMENT
[HYPOTHECATION MORTGAGE]**

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made February 1, 2019, by and between CASSATA PROPERTIES, LLC, a Florida limited liability company, (the "Mortgagor"), and CASSATA FUNDING, LLC, a Florida limited liability company, whose address is 7507 South Tamiami Trail, Sarasota, FL 34231 (the "Lender").

WITNESSETH:

To secure payment and performance of obligations (collectively the "Obligations") under a Commercial Loan Note (the "Note") dated February 1, 2019, in the total principal sum of \$7,500,000.00 made by and executed by FCMMMD, LLC, a Florida limited liability company ("Obligor") and payable to Lender, this Mortgage and other loan documents (as defined in the Note) (the "Loan Documents"), and any renewals, extensions, novations or modifications of the foregoing, and for good and value consideration received by Mortgagor from Obligor, and as a condition of the granting of this mortgage by Lender, and in consideration of these premises and for other good and valuable consideration, Mortgagor does mortgage, **HYPOTHECATE**, grant and convey unto Lender, its successors and assigns as security for the debt of the Obligor, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following: (i) all those certain tract(s) or parcel(s) of land in the County of Sarasota, State of Florida, as described in **EXHIBIT "A"** attached hereto (the "Property"); (ii) all buildings and improvements now or hereafter erected on the Property; (iii) all fixtures, machinery, equipment and other articles of real, personal or mixed property attached to, situated or installed in or upon, or used in the operation or maintenance of, the Property or any buildings or improvements situated thereon, if any, whether or not such real, personal or mixed property is or shall be affixed to the Property; (iv) all building materials, building machinery and building equipment delivered on site to the Property during the course of, or in connection with, any construction, repair or renovation of the buildings and improvements situated or to be situated thereon; (v) all leases, licenses or occupancy agreements of all or any part of the Property and all extensions, renewals, and modifications thereof, and any options, rights of first refusal or guarantees relating thereto; all rents, income, revenues, security deposits, issues, profits, awards and payments of any kind payable under the leases or otherwise arising from the Property; (vi) all contract rights, accounts receivable and general intangibles relating to the Property or the use, occupancy, maintenance, construction, repair, development or operation thereof; all management agreements, franchise agreements, utility agreements and deposits; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, permit applications, licenses and approvals; and all insurance policies; (vii) all estates, rights, tenements, hereditaments, privileges, easements, and appurtenances of any kind benefitting the Property; all means of access to and from the Property, whether public or private; and all water and mineral rights; and (viii) all "Proceeds" of any of the above-described property, which term shall have the meaning given to it in the Uniform Commercial Code of the jurisdiction

where this Mortgage is recorded (the "UCC"), whether cash or non-cash, and including insurance proceeds and condemnation awards; and all replacements, substitutions and accessions thereof.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Lender, its successors and assigns, forever.

Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, in fee simple, absolute, that Mortgagor has the legal right to hypothecate, convey and encumber the same, and that the Property is free and clear of all liens and encumbrances except as otherwise disclosed and as set forth in the Mortgage Loan Title Insurance Commitment/Order No. 7267283 issued by Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., as issuing agent for Chicago Title Insurance Company, dated effective January 16, 2019 at 5:00 p.m. (the "Permitted Exceptions"). Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Lender and Lender's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if all Obligations are timely paid and performed each and every representation, warranty, agreement, and condition of this Mortgage, the other Loan Documents and any swap agreements, are complied with and abided by, this Mortgage and the estate hereby created shall cease and be null, void and cancelled of record.

To protect the security of this Mortgage, Mortgagor and Obligor further represent and agree with Lender as follows:

Payment of Obligations. That the Obligations shall be timely paid and performed.

Future Advances. This Mortgage is given to secure not only existing Obligations, but also future advances, whether such advances are obligatory or to be made at the option of Lender or otherwise as are made within twenty (20) years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The principal amount (including any future advances) that may be so secured may decrease or increase from time to time, but the total amount so secured at any one time shall not exceed the maximum principal amount of \$10,000,000.00, plus all interest, costs, reimbursements, fees and expenses due under this Mortgage and secured hereby. Mortgagor shall not execute any document that impairs or otherwise impacts the priority of any future advances secured by this Mortgage.

Grant of Security Interest in Personal Property. This Mortgage also constitutes a security agreement under the UCC and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants a security interest in any personal property included in or located on and affixed to the Property. On request of Lender, Mortgagor will execute one or more Financing Statements in form satisfactory to Lender and will pay all costs and expenses of filing the same in all public filing offices, where filing is deemed desirable by Lender. Lender is authorized to file Financing Statements relating to the Property without Mortgagor's signature where permitted by law. Mortgagor appoints Lender as its attorney-in-fact to execute such documents necessary to perfect Lender's security interest on Mortgagor's behalf. The appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain outstanding.

Leases, Subleases and Easements. Mortgagor shall maintain, enforce and cause to be performed all of the terms and conditions under any lease, sublease or easement which may constitute a portion of the Property. Mortgagor shall, at the request of Lender, provide written copies thereof to Lender, including all amendments and/or extensions thereof.

Required Insurance. Mortgagor shall maintain with respect to the Property: (i) during construction of any improvements on the Property, "all-risk" builders risk insurance (non-reporting Completed Value with Special Cause of Loss form), in an amount not less than the total value of the improvements under construction, naming Lender as mortgagee and loss payee; (ii) upon completion of construction and at all other times, insurance against loss or damage by fire and other casualties and hazards by insurance written

on an "all risks" basis, including, specifically, windstorm and/or hail damage, in an amount not less than the replacement cost thereof, naming Lender as loss payee and mortgagee; (iii) if the Property is required to be insured pursuant to the National Flood Reform Act of 1994, and the regulations promulgated thereunder, flood insurance in an amount at least equal to the lesser of the completed replacement value of the Improvements on the Property or the maximum limit of coverage available thereunder, naming Lender as mortgagee and loss payee; and (iv) liability insurance providing coverage in such amount as Lender may require but in no event less than \$1,000,000.00 combined single limit, naming Lender as an additional Insured; and (v) such other insurance as Lender may require from time to time.

All casualty insurance policies shall contain an endorsement or agreement by the Insurer in form satisfactory to Lender that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor and the further agreement of the Insurer waiving rights of subrogation against Lender, and rights of set-off, counterclaim or deductions against Mortgagor.

All insurance policies shall be in form, provide coverages, be issued by companies and be in amounts satisfactory to Lender. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Lender with evidence satisfactory to Lender that such policy has been renewed or replaced or is no longer required hereunder. All such policies shall provide that the policy will not be cancelled or materially amended without at least thirty (30) days prior written notice to Lender. In the event Mortgagor fails to provide, maintain, keep in force, and furnish to Lender the policies of insurance required by this paragraph, Lender may procure such insurance or single-interest insurance in such amounts, at such premium, for such risks and by such means as Lender chooses, at Mortgagor's expense; provided however, Lender shall have no responsibility to obtain any insurance, but if Lender does obtain insurance, Lender shall have no responsibility to assure that the insurance obtained shall be adequate or provide any protection to Mortgagor.

Insurance Proceeds. After occurrence of any loss to any of the Property, Mortgagor shall give prompt written notice thereof to Lender.

In the event of such loss all insurance proceeds shall be payable to Lender, if there exists an uncured default in the Loan Documents and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Lender. Lender is hereby authorized by Mortgagor to settle, adjust or compromise any claims for loss or damage under any policy or policies of insurance and Mortgagor appoints Lender as its attorney-in-fact to receive and endorse any insurance proceeds to Lender, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied. If there are no uncured defaults, all insurance proceeds are to be paid to the Mortgagors.

In the event of any damage to or destruction of the Property, Lender shall have the option of applying or paying all or part of the insurance proceeds to (i) the Obligations in such order as Lender may determine, (ii) restoration of the Property, or (iii) Mortgagor. Nothing herein shall be deemed to excuse Mortgagor from restoring, repairing and maintaining the Property as required herein.

Impositions; Escrow Deposit. Mortgagor will pay all taxes, levies, assessments and other fees and charges imposed upon or which may become a lien upon the Property under any law or ordinance (all of the foregoing collectively "Impositions") before they become delinquent and in any event in the same calendar year in which they first become due. Subsequent to an event of default which remains uncured after notice, and upon the written request of Lender, Mortgagor shall add to each periodic payment required under the Note the amount estimated by Lender to be sufficient to enable Lender to pay, as they come due, all Impositions and insurance premiums which Mortgagor is required to pay hereunder. Payments requested under this provision shall be supplemented or adjusted as required by Lender from time to time. Such funds may be commingled with the general funds of Lender and shall not earn interest. Upon the occurrence of a Default, uncured after required notice, Lender may apply such funds to pay any of the Obligations.

Use of Property. Obligor is planning and developing the horizontal phase of a residence housing project. Neither Obligor nor Mortgagor shall permit any unlawful use of the Property or any use that may give

rise to a claim of forfeiture of any of the Property. Mortgagor shall not allow changes in the stated use of Property from that disclosed to Lender at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Property, which is not residential in nature, without prior notice to, and written consent of, Lender, which consent will not be unreasonably withheld.

Lender agrees that it shall, upon request of Mortgagor, promptly join in and/or consent to all plats and to all zoning or other applications, approvals, permits or petitions which either Mortgagor or any federal, state or local agency having jurisdiction thereover may require in connection with the development of the Real Property or for the construction of Improvements thereon.

Maintenance, Repairs and Alterations. Mortgagor shall keep and maintain the Property in good condition and repair and fully protected from the elements to the satisfaction of Lender. Mortgagor will not remove, demolish or structurally alter any of the buildings or other improvements on the Property (except such alterations as may be required by laws, ordinances or regulations) without the prior written consent of Lender. Mortgagor shall promptly notify Lender in writing of any material loss, damage or adverse condition affecting the Property.

Eminent Domain. Should the Property or any interest therein be taken or damaged by reason of any public use or improvement or condemnation proceeding ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Lender. Lender shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation, provided that i) such condemnation reduces the total number of dwelling units allowed below 1996 units; ii) access to the property is reduced or materially changed; iii) the overall value of the remainder is materially reduced; or iv) the Note or Notes or other Loan Documents are in default. In such case, the Lender, at its option, may commence, appear in and prosecute in its own name any action or proceedings relating thereto. Lender shall be entitled to make any compromise or settlement in connection with such taking or damage. All compensation, awards, and damages awarded to Mortgagor related to any Condemnation (the "Proceeds") are hereby assigned to Lender and Mortgagor agrees to execute such further assignments of the Proceeds as Lender may require. Lender shall have the option of applying or paying the Proceeds in the same manner as insurance proceeds as provided herein. Mortgagor appoints Lender as its attorney-in-fact to receive and endorse the Proceeds to Lender, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied.

Inspections. Lender, or its representatives or agents, are authorized to enter at any reasonable time upon any part of the Property for the purpose of inspecting the Property and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

Liens and Subrogation. Mortgagor shall pay and promptly discharge all liens, claims and encumbrances upon the Property. Mortgagor shall have the right to contest in good faith the validity of any such lien, claim or encumbrance, provided: (i) such contest suspends the collection thereof or there is no danger of the Property being sold or forfeited while such contest is pending; (ii) Mortgagor first deposits with Lender a bond or other security satisfactory to Lender in such amounts as Lender shall reasonably require; and (iii) Mortgagor thereafter diligently proceeds to cause such lien, claim or encumbrance to be removed and discharged.

Lender shall be subrogated to any liens, claims and encumbrances against Mortgagor or the Property that are paid or discharged through payment by Lender or with loan proceeds, notwithstanding the record cancellation or satisfaction thereof.

Waiver of Mortgagor's Rights. Mortgagor waives any: (i) rights of homestead or other exemption with regard to any of the Property; (ii) rights or claims of equitable or statutory redemption; (iii) rights of appraisal; and (iv) rights to require marshaling of assets.

Payments by Lender; Cross Default; Indemnification. In the event of default in the timely payment or performance of any of the Obligations, Lender, at its option and without any duty on its part to determine the validity or necessity thereof, may pay the sums for which Mortgagor is obligated. Additionally, an event of default by Mortgagor with respect to any other Obligations of Mortgagor to Lender which shall specifically include Obligations other than those evidenced and set forth in the terms and conditions of the Loan Documents, Lender may, in its option, exercise all rights and remedies in such event of default, including those set forth in this Mortgage and the Loan Documents. Further, Lender may pay such sums as Lender deems appropriate for the protection and maintenance of the Property, including, without limitation, sums to pay Impositions and other levies, assessments or liens, maintain insurance, make repairs, secure the Property, maintain utility service, intervene in any condemnation and pay attorneys' fees and other fees and costs to enforce this Mortgage or protect the lien hereof (including foreclosure) or collect the Obligations, including, without limitation, those incurred in any proceeding including bankruptcy or arbitration. Any amounts so paid shall bear interest at the default rate stated in the Note and shall be secured by this Mortgage.

In the event Lender shall become party to any suit or legal proceeding by reason of its status as holder of this Mortgage, Mortgagor shall indemnify and hold harmless Lender and reimburse Lender for any amounts paid or incurred by Lender, including all reasonable costs, charges and attorneys' fees in any such suit or proceeding.

Due on Sale or Further Encumbrance. The direct or indirect sale, assignment or the further encumbrance of the Property, including, without limitation, any subordinate mortgage liens and/or encumbrances of the Property, without Lender's prior written consent, shall, at Lender's option, constitute a Default under this Mortgage, except as set forth in the Loan Agreement. In the event Mortgagor is an entity, the transfer of control of or a controlling interest in the Mortgagor shall be deemed a transfer of the Property.

Remedies of Lender on Default. Failure of Mortgagor, or any other person liable to timely pay or perform any of the Obligations, including, without limitation, those Obligations under this Mortgage, the Note or the Loan Documents, as well as the Obligations of Mortgagor or any other person liable thereunder with respect to the Permitted Exceptions as to liens and/or encumbrances as to the Property (as defined and as provided in the Loan Documents) is a default ("Default") under this Mortgage. Upon the occurrence of a Default, the following remedies are available, without limitation, to Lender: (a) Lender may exercise any or all of Lender's remedies under this Mortgage or other Loan Documents or under applicable law, including, without limitation, acceleration of maturity of all payments and Obligations and the foreclosure of the lien and encumbrance of this Mortgage and the Loan Documents; and (b) Initiate proceedings to complete foreclosure of the lien of this Mortgage, as well as all other security interests granted in favor of Lender by Borrower or any other party with respect to either the Property or any other security collateral pledged by either Borrower or any other party to secure payment of the Note or the Obligations as provided herein or in the Loan Documents. Lender may apply to any court of competent jurisdiction for the appointment of a receiver for all purposes, including, without limitation, to manage and operate the Property or any part thereof, and to apply the Rents therefrom as hereinabove provided. In the event of such application, Mortgagor consents to the appointment of a receiver, and agrees that a receiver may be appointed without notice to Mortgagor, without regard to whether Mortgagor has committed waste or permitted deterioration of the Property, without regard to the adequacy of any security for the Obligations, and without regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Obligations.

Recourse.

(a) Except as provided in (b) hereof, notwithstanding any other term or provision of the Note or any of the other Loan Documents to the contrary, by accepting the Note, Lender acknowledges that the promise of Mortgagor to pay the principal indebtedness and the interest on the Note is for the sole purpose of establishing the existence of an indebtedness, and Lender's source of satisfaction of said indebtedness is limited to the Property, and Lender shall not seek to procure payment out of any other assets of Mortgagor, or to procure any judgments of any sum of money which is or may be payable under the Note or under the Loan Documents or for any deficiency remaining after foreclosure or sale under any of the Loan Documents;

provided, however, that nothing herein contained shall (a) be deemed to be a release or impairment of (i) said indebtedness, (ii) the security therefor intended by any of the Loan Documents, or (iii) any of the Loan Documents; or (b) be deemed to preclude Lender from foreclosing upon any Property or from otherwise enforcing any of Lender's rights under any of the Loan Documents; or (c) affect the validity or enforceability of any indemnity, guaranty, master lease or similar instrument made in connection with the Note, this Mortgage or the other Loan Documents. It is the intent of the parties hereto, and Lender by accepting the Note acknowledges, that except as provided in (b) hereof, the obligations of Obligor under the Note and under any of the other Loan Documents shall be and are non-recourse as to Mortgagor, and Mortgagor shall not have any personal liability with respect to the Note or any of the other Loan Documents, except as provided in (b) hereof or in any separate agreement of indemnity or guarantee.

(b) Notwithstanding anything contained in this Mortgage, in the Note or in any of the other Loan Documents, nothing contained herein or therein shall (a) limit or impair the rights of Mortgagee to proceed against any of the Property in accordance with the terms of the Loan Documents, (b) limit or impair the rights of Lender to proceed against any person under any guarantee, indemnity (including but not limited to any indemnity relating to environmental matters and access of handicapped or disabled persons) or any other provision of any of the Loan Documents providing for the personal liability of any such person in accordance with its terms, or to enforce the rights of Lender under any such guaranty, indemnity or other provision in accordance with its terms, or (c) limit or impair the rights of Lender to proceed against Mortgagor or any other person to recover or collect, or limit or restrict the personal liability of Mortgagor or any other person for the payment to Lender for the Carve Out Non-Recourse Obligations (as such term is defined in the Note), including reasonable attorneys' fees and costs incurred by Lender in connection with any such recovery collection or payment.

Miscellaneous Provisions. Mortgagor agrees to the following: (i) All remedies available to Lender with respect to this Mortgage or available at law or in equity shall be cumulative and may be pursued concurrently or successively. No delay by Lender in exercising any remedy shall operate as a waiver of that remedy or of any Default. Any payment by Lender or acceptance by Lender of any partial payment shall not constitute a waiver by Lender of any Default; (ii) The provisions hereof shall be binding upon and inure to the benefit of Mortgagor, its heirs, personal representatives, successors and assigns, including, without limitation, subsequent owners of the Property or any part thereof, and shall be binding upon and inure to the benefit of Lender, its successors and assigns and any future holder of the Note or other Obligations; (iii) Any notices, demands or requests shall be sufficiently given Mortgagor if in writing and mailed or delivered to the address of Mortgagor shown above or to another address as provided herein and to Lender if in writing and mailed or delivered to Lender's office address shown above, or such other address as Lender may specify from time to time and in the event that either party hereto changes its address at any time prior to the date the Obligations are paid in full, that party shall promptly give written notice of such change of address by registered or certified mail, return receipt requested, all charges prepaid; (iv) This Mortgage may not be changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (v) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not a part of this Mortgage; (vi) If the lien of this Mortgage is invalid or unenforceable as to any part of the Obligations, the unsecured portion of the Obligations shall be completely paid (and all payments made shall be deemed to have first been applied to payment of the unsecured portion of the Obligations) prior to payment of the secured portion of the Obligations and if any clause, provision or obligation hereunder is determined invalid or unenforceable the remainder of this Mortgage shall be construed and enforced as if such clause, provision or obligation had not been contained herein; (vii) This Mortgage shall be governed by and construed under the laws of the jurisdiction where this Mortgage is recorded; (viii) Mortgagor by execution and Lender by acceptance of this Mortgage agree to be bound by the terms and provisions hereof.

WAIVER OF JURY TRIAL. MORTGAGOR AND LENDER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS MORTGAGE, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS MORTGAGE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH


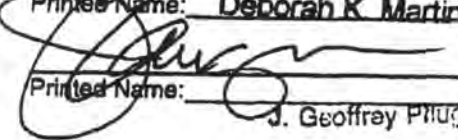
THIS MORTGAGE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER'S ACCEPTING THIS MORTGAGE FROM MORTGAGOR.

IN WITNESS WHEREOF, In order to secure payment and performance of the obligations made by Mortgagor to Lender, Mortgagor has executed this instrument as of the day and year first above written.

WITNESSES:

MORTGAGOR:

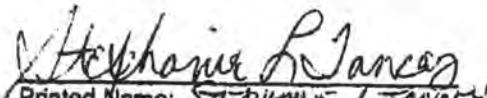
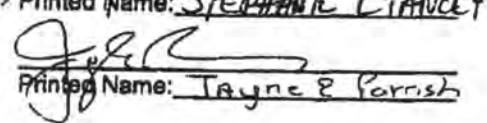
CASSATA PROPERTIES, LLC, a Florida limited liability company

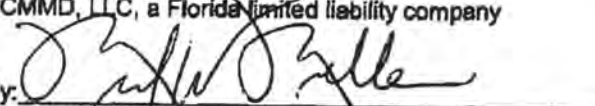

Printed Name: Deborah K. Martin

Printed Name: J. Geoffrey Pflugner

By: 
Marek Wojcicki, as Manager

OBLIGOR:

FCMMD, LLC, a Florida limited liability company


Printed Name: STEPHANIE L. TANCEY

Printed Name: Jayne E. Parrish

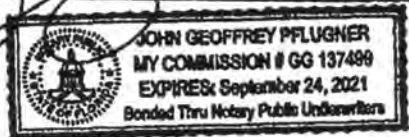
By: 
Michael W. Miller, as Manager

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 1st day of February, 2019, by Marek Wojcicki, as Manager of CASSATA PROPERTIES, LLC, a Florida limited liability company, who is personally known to me or has produced a Driver's License as identification.

My Commission Expires:
(Seal)


Notary Public



STATE OF FLORIDA
COUNTY OF MANATEE SARASOTA

The foregoing instrument was acknowledged before me this 1st day of February, 2019, by Michael W. Miller, as Manager of FCMMD, LLC, a Florida limited liability company, who is personally known to me or has produced a Driver's License as identification.




Notary Public

EXHIBIT "A"
(Legal description)

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida;

Begin at the NW corner of the SE 1/4 of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence S 88°35'02" E along the North line of said SE 1/4 of the Section 29, a distance of 1352.81 feet to the NE corner of the West 1/2 of said SE 1/4 of Section 29, same being a point on the Northerly extension of the West line of Twin Laurel Estates, recorded in Plat Book 24, Page 43, of the Public Records of Sarasota County, Florida; thence S 00°39'08" E, along the East line of said West 1/2 of the SE 1/4 of Section 29 and the West boundary line of said Twin Laurel Estates and its Northerly extension, a distance of 1081.19 feet; thence leaving said West boundary line of Twin Laurel Estates, N 90°00'00" W, a distance of 828.64 feet; thence S 63°41'24" W, a distance of 1274.37 feet, to the East boundary line of lands described in Official Records Instrument No. 2016005618; thence N 00°42'19" E, along said East boundary line of lands described in Official Records Instrument No. 2016005618, a distance of 309.57 feet to the NE corner of said lands described in Official Records Instrument No. 2016005618; thence S 89°40'16" W, along the North line of said lands described in Official Records Instrument No. 2016005618, same being the South line of the NE 1/4 of the SW 1/4 of said Section 29, a distance of 700.58 feet to the West line of said NE 1/4 of the SW 1/4 of Section 29, same being the East boundary line of Laurel Landing Estates, recorded in Plat Book 36, Page 23, of the Public Records of Sarasota County, Florida; thence N 00°41'00" E, along said East boundary line of Laurel Landing Estates, a distance of 246.77 feet to the Southeasterly line of Kings Way Drive, a 70 foot wide public right of way, Dedication of Road recorded in Official Records Book 1003, Page 1672, of the Public Records of Sarasota County, Florida, same being a point on a non-tangential curve to the right having: a radius of 595.14 feet, a central angle of 15°20'58", a chord bearing of N 52°58'08" E, and a chord length of 158.96 feet; thence along said Southeasterly line of Kings Way Drive the following four (4) courses: along the arc of said curve, an arc length of 159.44 feet; (2) thence N 60°38'37" E, a distance of 361.83 feet to a point on a curve to the left, having: a radius of 1045.04 feet, a central angle of 16°53'39", a chord bearing of N 52°11'48" E, and a chord length of 307.03 feet; (3) thence along the arc of said curve, an arc length of 308.14 feet; (4) thence N 43°44'57" E, a distance of 889.17 feet to the Point of Beginning.

Together with: Non-Exclusive Easement for drainage as set forth and created by that certain Warranty Deed by and between Jay C. Hurt, Joanne Hurt and William J. Hurt to Carlton J. Hurt recorded in Official Records Book 1673, Page 433, of the Public Records of Sarasota County, Florida.

6
45,55.80
52.50

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2019014339 5 PG(5)
February 05 2019 03 27 06 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Doc Stamp-Deed \$45 838 80
1 10

2
THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

J. Geoffrey Pflugner, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
8470 Enterprise Circle; Suite 201
Bradenton, FL 34202

Parcel # 0380020001 and 038003001

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 1ST day of February, 2019,
between

**RANDALL C. HURT, JOSEPH W. HURT, MARY McMULLEN and SANDRA S. HURT, as
Successor Trustee of The Carlton J. Hurt Trust UAD June 19, 2001
Grantor, and**

CASSATA PROPERTIES, LLC, a Florida limited liability company

whose address is: 7507 S. Tamiami Trail, Sarasota, FL 34231

Grantee.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee all that certain land situate in Sarasota County, State of Florida described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all of the tenements, hereditaments and appurtenances belonging thereto in
anywise appertaining.

SUBJECT TO covenants, easements, restrictions of record, and taxes and assessments for the year 2019 and thereafter.

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

The Grantor warrants to the Grantee that the above-described property is not the Grantor's homestead and that Grantor does not live adjacent or contiguous thereto.

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

The Grantor does hereby impose upon all of the Property described in Exhibit "A", the following deed restriction, to wit:

This Property shall be restricted to residential uses and any allowable accessory uses. Grantee shall not modify the zoning district or future land use designation to any non-residential district without prior written consent of Grantor or their successors and/or assigns. This covenant and restriction shall be appurtenant to this property and shall run with the title to the property. Provided that the Grantee, its successors and/or assigns, have developed the property described in Exhibit "A" as a residential housing project, this restriction shall terminate as of December 31, 2039 or twenty(20) years after governmental approval of the development of the property described in Exhibit "A", whichever is first.

IN WITNESS WHEREOF, Grantor has executed this deed on the day and year first above written.

Signed, sealed and delivered
in our presence:

[Signature]
Name: Pete Stokas

[Signature]
Name: Randall C. Hurt

[Signature]
Name: GINA M. BLAIR

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 1st day of February, 2019, by Randall C. Hurt, who is personally known to me or has produced as identification.

(Notary Seal)

[Signature]
Notary Public, State of _____
My Commission Expires: GINA M. BLAIR



IN WITNESS WHEREOF, Grantor has executed this deed on the day and year first above written.

Signed, sealed and delivered
in our presence:

Brian Wheatle
Name: Brian Wheatle

[Signature]
Name: Corran Voldey

Joseph W. Hurt
Joseph W. Hurt

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31 day of January, 2019, by Joseph W. Hurt, who is personally known to me or has produced as identification.

(Notary Seal)



[Signature]
Notary Public, State of FL
My Commission Expires: 9/23/2022

IN WITNESS WHEREOF, Grantor has executed this deed on the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Name: GINA M. BLAIR

Mary McMullen
Mary McMullen

[Signature]
Name: [Signature]

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 1st day of February, 2019, by Mary McMullen, who is personally known to me or has produced as identification.

[Signature]
Notary Public, State of _____
My Commission Expires: GINA M. BLAIR

(Notary Seal)



IN WITNESS WHEREOF, Grantor has executed this deed on the day and year first above written.

Signed, sealed and delivered
in our presence:

[Signature]
Name: Steve Stokes

[Signature]
Name: GINA M. BLAIR

[Signature]
Sandra S. Hurt, as Successor Trustee of
The Carlton J. Hurt Trust UAD June 19,
2001

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 1st day of February,
2019, by Sandra S. Hurt, as Successor Trustee of The Carlton J. Hurt
Trust UAD June 19, 2001, who is personally known to me or has produced
as identification.

[Signature]

Notary Public, State of GINA M. BLAIR
My Commission Expires:

(Notary Seal)



EXHIBIT "A"
(Legal description)

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida;

Begin at the NW corner of the SE 1/4 of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence S 88°35'02" E along the North line of said SE 1/4 of the Section 29, a distance of 1352.81 feet to the NE corner of the West 1/2 of said SE 1/4 of Section 29, same being a point on the Northerly extension of the West line of Twin Laurel Estates, recorded in Plat Book 24, Page 43, of the Public Records of Sarasota County, Florida; thence S 00°39'08" E, along the East line of said West 1/2 of the SE 1/4 of Section 29 and the West boundary line of said Twin Laurel Estates and its Northerly extension, a distance of 1081.19 feet; thence leaving said West boundary line of Twin Laurel Estates, N 90°00'00" W, a distance of 828.64 feet; thence S 63°41'24" W, a distance of 1274.37 feet, to the East boundary line of lands described in Official Records Instrument No. 2016005618; thence N 00°42'19" E, along said East boundary line of lands described in Official Records Instrument No. 2016005618, a distance of 309.57 feet to the NE corner of said lands described in Official Records Instrument No. 2016005618; thence S 89°40'16" W, along the North line of said lands described in Official Records Instrument No. 2016005618, same being the South line of the NE 1/4 of the SW 1/4 of said Section 29, a distance of 700.58 feet to the West line of said NE 1/4 of the SW 1/4 of Section 29, same being the East boundary line of Laurel Landing Estates, recorded in Plat Book 36, Page 23, of the Public Records of Sarasota County, Florida; thence N 00°41'00" E, along said East boundary line of Laurel Landing Estates, a distance of 246.77 feet to the Southeasterly line of Kings Way Drive, a 70 foot wide public right of way, Dedication of Road recorded in Official Records Book 1003, Page 1672, of the Public Records of Sarasota County, Florida, same being a point on a non-tangential curve to the right having: a radius of 595.14 feet, a central angle of 15°20'58", a chord bearing of N 52°58'08" E, and a chord length of 158.96 feet; thence along said Southeasterly line of Kings Way Drive the following four (4) courses: along the arc of said curve, an arc length of 159.44 feet; (2) thence N 60°38'37" E, a distance of 361.83 feet to a point on a curve to the left, having: a radius of 1045.04 feet, a central angle of 16°53'39", a chord bearing of N 52°11'48" E, and a chord length of 307.03 feet; (3) thence along the arc of said curve, an arc length of 308.14 feet; (4) thence N 43°44'57" E, a distance of 889.17 feet to the Point of Beginning.

Together with: Non-Exclusive Easement for drainage as set forth and created by that certain Warranty Deed by and between Jay C. Hurt, Joanne Hurt and William J. Hurt to Carlton J. Hurt recorded in Official Records Book 1673, Page 433, of the Public Records of Sarasota County, Florida.

Work Request No. 10676138

UNDERGROUND EASEMENT (BUSINESS)

Sec 29, Twp 38 S, Rge 19 E

This Instrument Prepared By

Parcel I.D. 0380030001
(Maintained by County Appraiser)

Name: Brian Garver
Co. Name: Florida Power & Light
Address: 1253 12th Ave E
Palmetto, FL 34221

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2022150986 18 PG(S)
September 16, 2022 01:02:32 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Doc Stamp-Deed: \$0.70



Reserved for Circuit Court

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on SEPTEMBER 16, 2022

Signed, sealed and delivered in the presence of:

[Signature]
(Witness Signature)
Print Name: Jayne E Parrish
(Witness)
[Signature]
(Witness Signature)
Print Name: Janny Chatham
(Witness)

Entity Name CASSATA PROPERTIES LLC
By: [Signature]
Print Name: FRANK CASSATA
Print Address: 625 TAMiami TRAIL N
VENICE, FL 34285

STATE OF FLORIDA AND COUNTY OF SARASOTA. The foregoing instrument was acknowledged before me by physical presence or on-line notarization, this 16 day of SEPTEMBER, 2022 by FRANK CASSATA, the MANAGING MEMBER of CASSATA PROPERTIES LLC a FLORIDA LIMITED LIABILITY COMPANY who is personally known to me or has produced _____ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

[Signature]
Notary Public, Signature
Print Name STEPHANIE L TANCEY

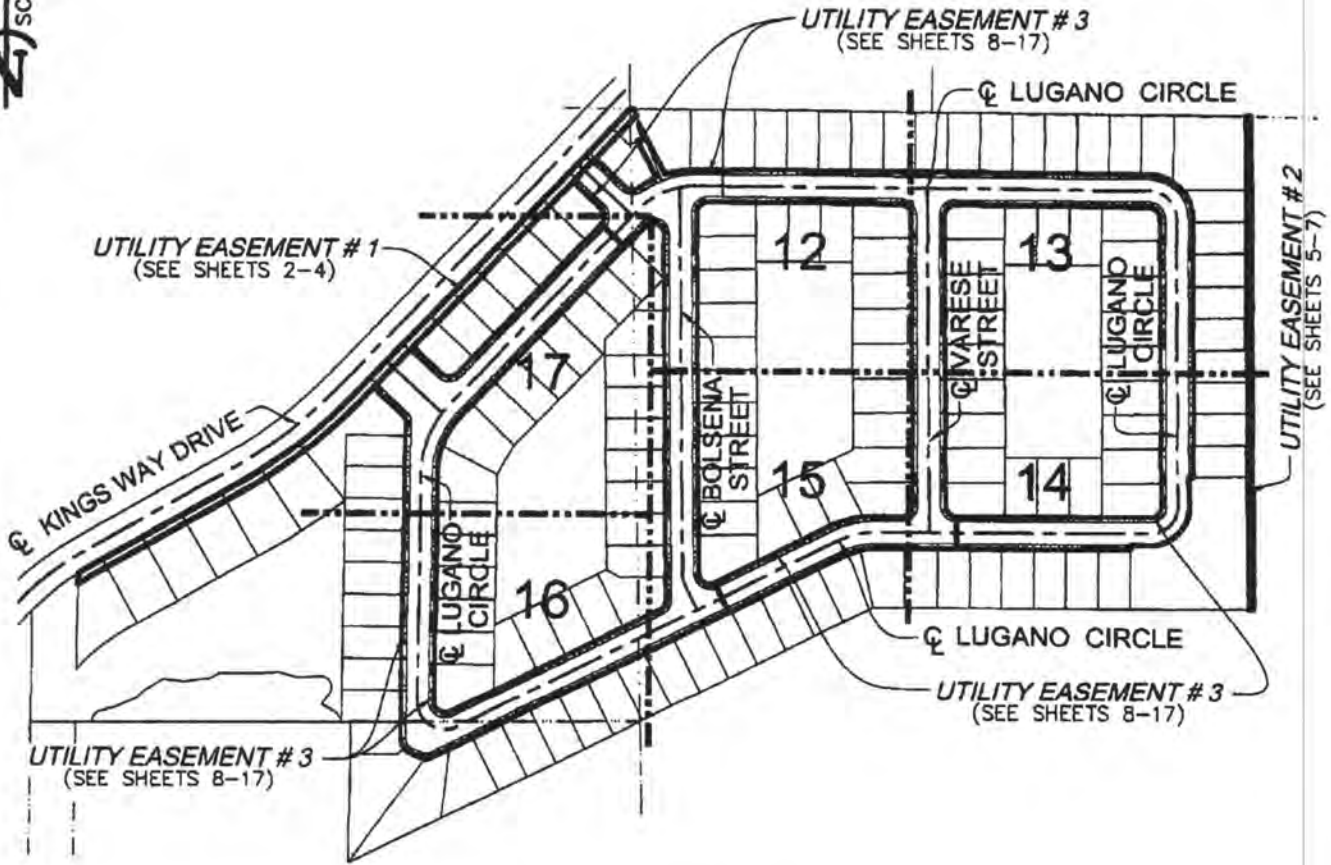


KATHLEEN WARBLON
MPS Development & Imp. LLC
625 TAMiami TRAIL N
VENICE, FL 34285

SKETCH OF DESCRIPTION
UTILITY EASEMENT

SHEET 1 OF 17

SCALE: 1" = 400'



OVERALL SHEET LAYOUT

PROPOSED LAYOUT
CASSATA LAKES, PHASES 1 AND 2



Digitally signed by
RANDALL E BRITT
DN: c=US, o=BRITT
SURVEYING INC.,
dnQualifier=A01410D0000
0178FF12|CC3000FF993,
cn=RANDALL E BRITT
Date: 2022.09.16 07:57:35
-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:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1386
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION
UTILITY EASEMENT #1

SHEET 2 OF 17

DESCRIPTION:

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida:

BEGIN at the Northwest Corner of the Southeast Quarter of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence along the southeasterly Right-of-Way line of Kings Way Drive as described Book 1003, Page 1672 of the Public Records of Sarasota County, Florida, the following four (4) courses: (1) S.43°44'57"W., a distance of 889.17 feet to a point on a curve to the right: having a radius of 1045.04 feet, a central angle of 16°53'39", a chord bearing of S.52°11'48"W., and a chord length of 307.03 feet; (2) thence along the arc of said curve, an arc length of 308.14 feet; (3) thence S.60°38'37"W., a distance of 361.83 feet to a point on a curve to the left, having: a radius of 595.14 feet, a central angle of 02°54'29", a chord bearing of S.59°11'22"W., and a chord length of 30.20 feet; (4) thence along the arc of said curve, an arc length of 30.21 feet to a point on the boundary line of lands described in Official Records Instrument # 2019014339, of said Public Records of Sarasota County, Florida; thence S.00°40'44"W., along said boundary line of lands described in Official Records Instrument # 2019014339, a distance of 24.01 feet to a point on a curve to the right, having a radius of 575.14 feet, a central angle of 04°12'32", a chord bearing of N.58°32'21"E., and a chord length of 42.24 feet; thence along a line 20.00 feet southerly and parallel with said southeasterly Right-of-Way line of Kings Highway Drive, the following four (4) courses: (1) along the arc of said curve, an arc length of 42.25 feet; (2) thence N.60°38'37"E., a distance of 361.83 feet to a point on a curve to the left, having: a radius of 1065.04 feet, a central angle of 16°53'39", a chord bearing of N.52°11'48"E., and a chord length of 312.90 feet; (3) thence along the arc of said curve, an arc length of 314.04 feet; (4) thence N.43°44'57"E., a distance of 889.53 feet; thence N.21°34'18"W., a distance of 14.52 feet to a point on said boundary line of lands described in Official Records Instrument # 2019014339; thence N.89°34'44"W., along said boundary line, a distance of 9.36 feet; to the POINT OF BEGINNING.

Parcel contains 32,033 square feet, or 0.7354 acres more or less.

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
2. Description shown hereon has been prepared for this sketch.
3. BEARING BASIS: Bearings shown hereon refer to Grid, Florida State Plane Coordinate System, West Zone, North American Datum, 1983 (1990 adjustment). This survey is based on Sarasota County GPS points SAR 053 and SAR 054.

PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

UTILITY EASEMENT # 1

SHEET 3 OF 17

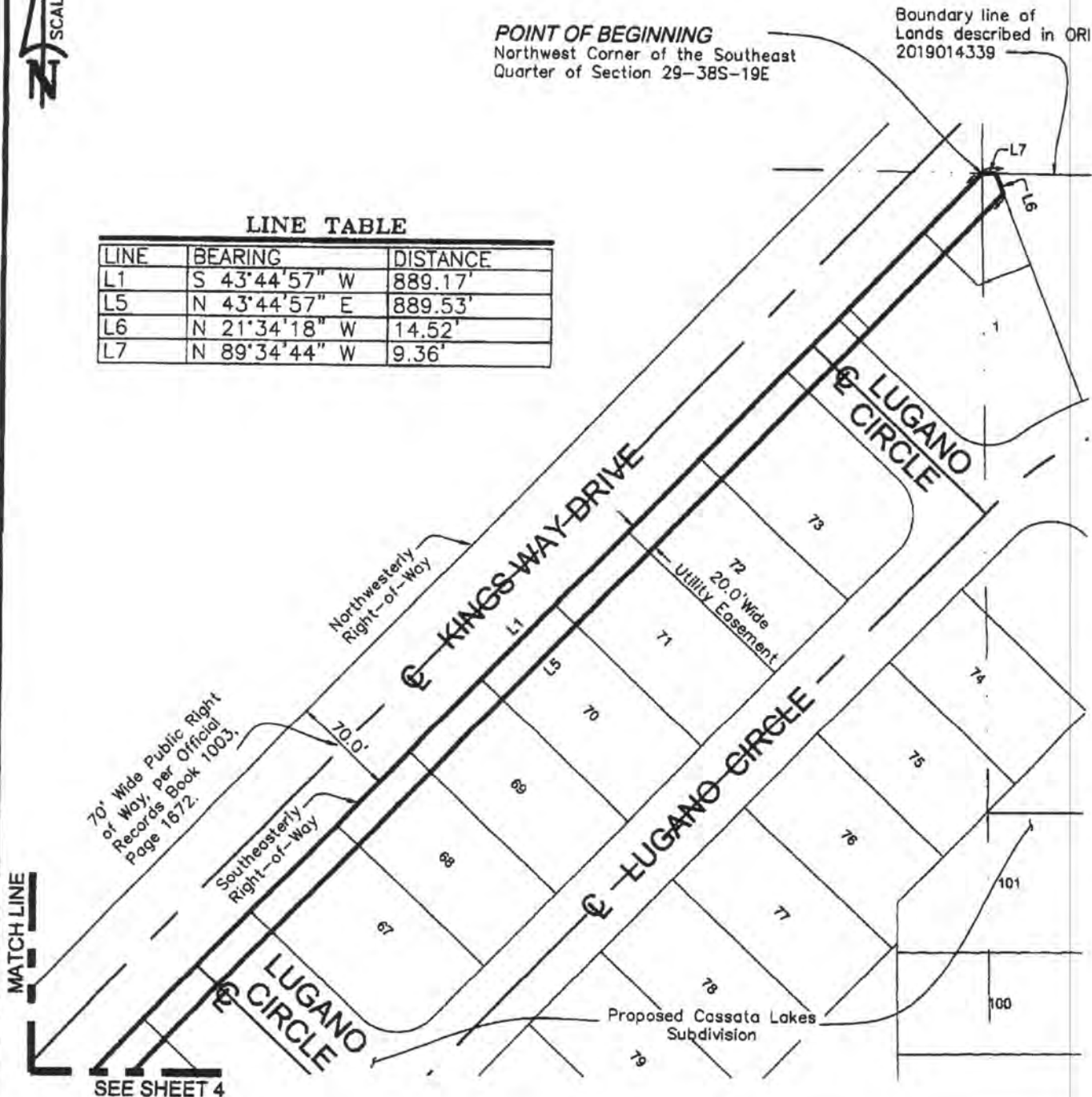
SCALE: 1" = 100'

POINT OF BEGINNING
Northwest Corner of the Southeast
Quarter of Section 29-38S-19E

Boundary line of
Lands described in ORI #
2019014339

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 43°44'57" W	889.17'
L5	N 43°44'57" E	889.53'
L6	N 21°34'18" W	14.52'
L7	N 89°34'44" W	9.36'



PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 8838
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 4 OF 17

UTILITY EASEMENT # 1

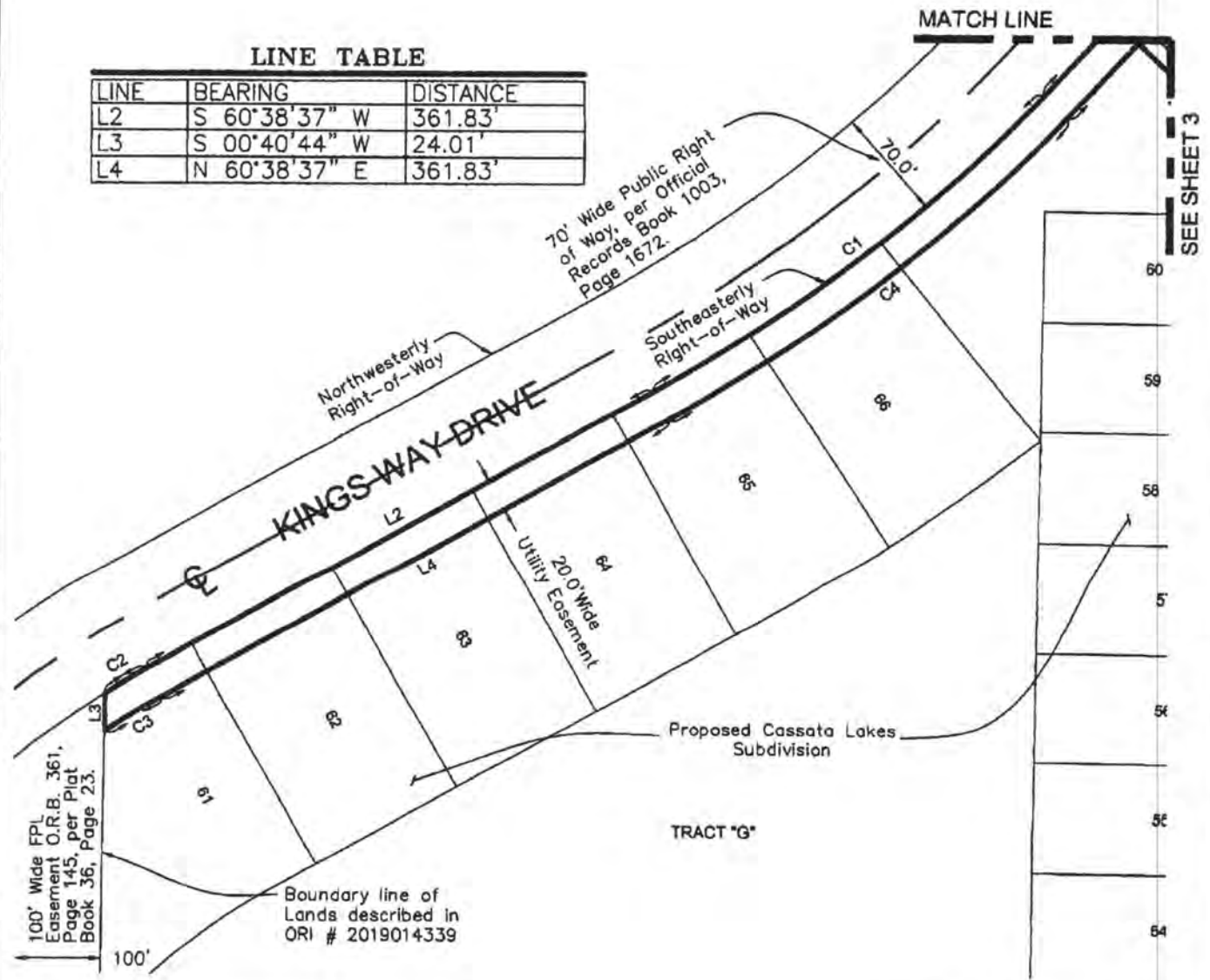
SCALE: 1" = 100'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1,045.04'	16°53'39"	S 52°11'48" W	307.03'	308.14'
C2	595.14'	2°54'29"	S 59°11'22" W	30.20'	30.21'
C3	575.14'	4°12'32"	N 58°32'21" E	42.24'	42.25'
C4	1,065.04'	16°53'39"	N 52°11'48" E	312.90'	314.04'

LINE TABLE

LINE	BEARING	DISTANCE
L2	S 60°38'37" W	361.83'
L3	S 00°40'44" W	24.01'
L4	N 60°38'37" E	361.83'



PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS

CERTIFICATE OF AUTHORIZATION NO. L.B. 6638

680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285

Telephone: (841) 483-1386

Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION
UTILITY EASEMENT # 2

SHEET 5 OF 17

DESCRIPTION:

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida:

COMMENCE at the Northwest Corner of the Southeast Quarter of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence S.89°34'44"E., along the North line of Lands described in Official Records Instrument # 2019014339 of the Public Records of Sarasota County, Florida, a distance of 1342.81 feet to the POINT OF BEGINNING; thence continue along said north line of Lands described in Official Records Instrument # 2019014339, S.89°34'44"E., a distance of 10.00 feet; to the northeast corner of said lands described in Official Records Instrument # 2019014339; thence S.00°39'08"E. along the east line of said lands described in Official Records Instrument # 2019014339, a distance of 1081.19 feet to the southeast corner of said lands described in Official Records Instrument # 2019014339; thence WEST along the south line of said lands described in Official records Instrument # 2019014339, a distance of 10.00 feet; thence N.00°39'08"W., along a line lying 10.00 feet westerly of and parallel with said east line of lands described in Official records Instrument # 2019014339, a distance of 1081.26 feet to the POINT OF BEGINNING.

Parcel contains 10812 square feet, or 0.2482 acres more or less.

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
2. Description shown hereon has been prepared for this sketch.
3. BEARING BASIS: Bearings shown hereon refer to Grid, Florida State Plane Coordinate System, West Zone, North American Datum, 1983 (1990 adjustment). This survey is based on Sarasota County GPS points SAR 053 and SAR 054.

PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



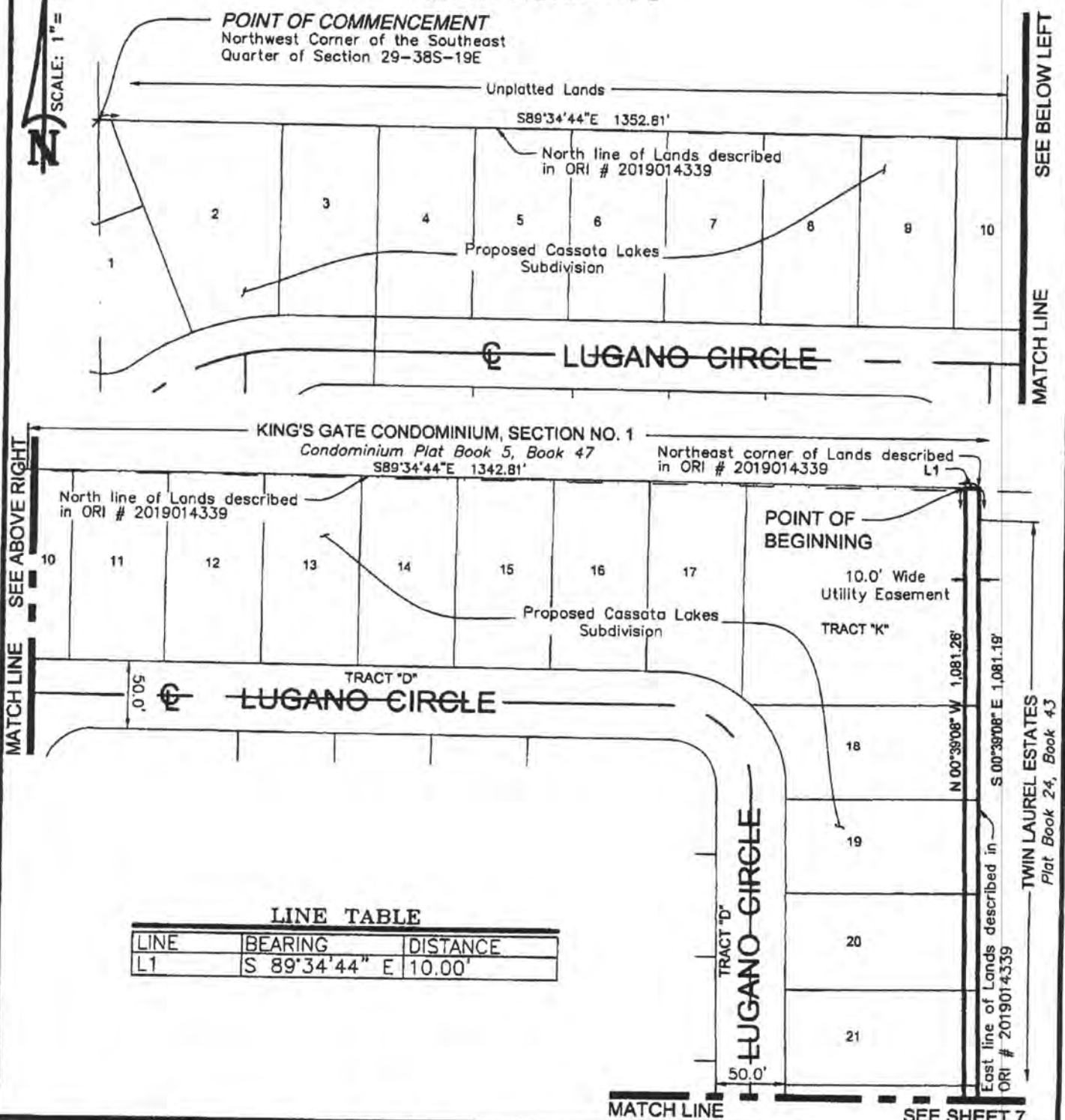
BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
880 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 6 OF 17

UTILITY EASEMENT # 2



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°34'44" E	10.00'

PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (841) 483-1396
Email: bsi@brittsurveying.com

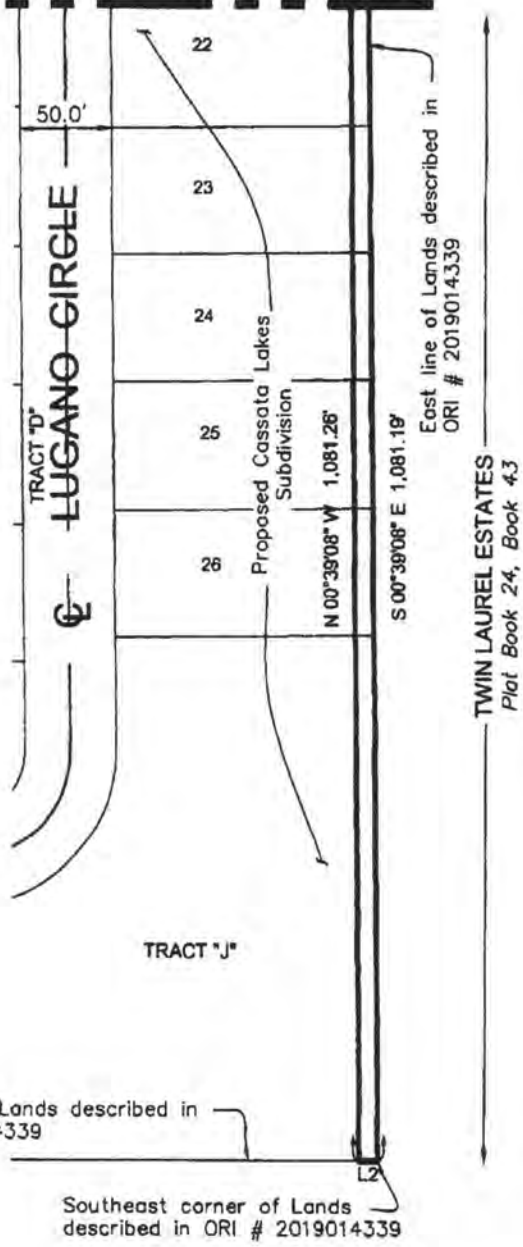
SKETCH OF DESCRIPTION

SHEET 7 OF 17

UTILITY EASEMENT # 2

 SCALE: 1" = 100'

MATCH LINE SEE SHEET 6



LINE TABLE

LINE	BEARING	DISTANCE
L2	N 90°00'00" W	10.00'

TWIN LAUREL ESTATES
Plat Book 24, Book 43

PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 8638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 8 OF 17

UTILITY EASEMENT # 3

DESCRIPTION:

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida:

COMMENCE at the Northwest Corner of the Southeast Quarter of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence S.43°44'57"W, along the southeasterly Right-of-Way line of Kings Way Drive as described Book 1103, Page 1672 of the Public Records of Sarasota County, Florida, a distance of 139.49 feet; thence S.46°15'03"E., a distance of 20.00 feet to the POINT OF BEGINNING; thence S.46°15'03"E., a distance of 88.82 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 79°39'25", a chord bearing of S.86°04'45"E., and a chord length of 32.02 feet; thence along the arc of said curve, an arc length of 34.76 feet to a point on a reverse curve to the right, having: a radius of 210.00 feet, a central angle of 12°09'39", a chord bearing of N.60°10'22"E., and a chord length of 44.49 feet; thence along the arc of said curve, an arc length of 44.57 feet; thence N.27°59'53"W, a distance of 90.64 feet; thence N.68°25'42"E., a distance of 14.61 feet; thence N.21°34'18"W, a distance of 33.12 feet; thence N.62°00'07"E., a distance of 1.77 feet; thence S.27°59'53"E., a distance of 124.37 feet to a point on a curve to the right, having: a radius of 210.00 feet, a central angle of 18°40'05", a chord bearing of N.81°05'14"E., and a chord length of 68.12 feet; thence along the arc of said curve, an arc length of 68.42 feet; thence S.89°34'44"E., a distance of 985.31 feet to a point on a curve to the right, having: a radius of 95.00 feet, a central angle of 88°55'36", a chord bearing of S.45°06'56"E., and a chord length of 133.09 feet; thence along the arc of said curve, an arc length of 147.45 feet; thence S.00°39'08"E., a distance of 569.49 feet; thence S.89°20'52"W, a distance of 10.00 feet; thence S.00°39'08"E., a distance of 63.30 feet to a point on a curve to the right, having: a radius of 85.00 feet, a central angle of 90°39'08", a chord bearing of S.44°40'26"W, and a chord length of 120.89 feet; thence along the arc of said curve, an arc length of 134.49 feet; thence WEST, a distance of 43.66 feet; thence SOUTH, a distance of 10.00 feet; thence WEST, a distance of 376.37 feet to POINT "A" thence NORTH along LINE "A", a distance of 70.00 feet to POINT "B"; thence EAST, a distance of 420.03 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 90°39'08", a chord bearing of N.44°40'26"E., and a chord length of 35.56 feet; thence along the arc of said curve, an arc length of 39.55 feet; thence N.00°39'08"W, a distance of 632.79 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 88°55'36", a chord bearing of N.45°06'56"W, and a chord length of 35.02 feet; thence along the arc of said curve, an arc length of 38.80 feet; thence N.89°34'44"W, a distance of 420.07 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 91°04'24", a chord bearing of S.44°53'04"W, and a chord length of 35.68 feet; thence along the arc of said curve, an arc length of 39.74 feet; thence S.00°39'08"E., a distance of 635.88 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 89°20'52", a chord bearing of S.45°19'34"E., and a chord length of 35.15 feet; thence along the arc of said curve, an arc length of 38.99 feet to POINT "B"; thence SOUTH along said LINE "A", a distance of 70.00 feet to POINT "A"; thence WEST, a distance of 178.70 feet; to a point on a curve to the left, having: a radius of 140.00 feet, a central angle of 26°18'36", a chord bearing of S.76°50'42"W, and a chord length of 63.72 feet; thence along the arc of said curve, an arc length of 64.29 feet; thence S.63°41'24"W, a distance of 284.99 feet to POINT "C", thence N.26°18'38"W, along LINE "B", a distance of 70.00 feet to POINT "D"; thence N.63°41'24"E., a distance of 284.99 feet; to a point on a curve to the right, having: a radius of 210.00 feet, a central angle of 26°18'36", a chord bearing of N.76°50'42"E., and a chord length of 95.59 feet; thence along the arc of said curve, an arc length of 96.43 feet; thence N.90°00'00"E., a distance of 58.69 feet; to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 90°39'08", a chord bearing of N.44°40'26"E., and a chord length of 35.56 feet; thence along the arc of said curve, an arc length of 39.55 feet; thence N.00°39'08"W, a distance of 636.76 feet; to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 88°55'36", a chord bearing of N.45°06'56"W, and a chord length of 35.02 feet; thence along the arc of said curve, an arc length of 38.80 feet; thence N.89°34'44"W, a distance of 420.07 feet; to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 91°04'24", a chord bearing of S.44°53'04"W, and a chord length of 35.68 feet;

continued to Sheet 9

PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1398
Email: bsl@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 9 OF 17

UTILITY EASEMENT # 3

continued from Sheet 8;

thence along the arc of said curve, an arc length of 39.74 feet; thence S.00°39'08"E., a distance of 790.51 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 115°39'27", a chord bearing of S.58°28'52"E., and a chord length of 42.32 feet; thence along the arc of said curve, an arc length of 50.47 feet to POINT "D"; thence S.26°18'38"E., along LINE "B", a distance of 70.00 feet to POINT "C"; thence S.63°41'24"W., a distance of 699.35 feet; thence S.65°53'02"W., a distance of 26.62 feet; to a point on a curve to the right, having a radius of 35.00 feet, a central angle of 35°27'57", a chord bearing of N.84°43'03"W., and a chord length of 21.32 feet; thence along the arc of said curve, an arc length of 21.66 feet; thence N.66°59'05"W., a distance of 21.76 feet; to a point on a curve to the right, having a radius of 35.00 feet, a central angle of 29°16'37", a chord bearing of N.52°20'46"W., and a chord length of 17.69 feet; thence along the arc of said curve, an arc length of 17.88 feet; to a point on a compound curve to the right, having a radius of 35.00 feet, a central angle of 38°24'47", a chord bearing of N.18°30'05"W., and a chord length of 23.03 feet; thence along the arc of said curve, an arc length of 23.47 feet; thence N.00°42'19"E., a distance of 694.97 feet; to a point on a curve to the left, having a radius of 15.00 feet, a central angle of 46°57'21", a chord bearing of N.22°46'22"W., and a chord length of 11.95 feet; thence along the arc of said curve, an arc length of 12.29 feet; thence N.46°15'03"W., a distance of 92.92 feet; thence N.40°31'06"E., a distance of 124.00 feet; thence S.46°15'03"E., a distance of 85.00 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of N.88°44'57"E., and a chord length of 35.36 feet; thence along the arc of said curve, an arc length of 39.27 feet; thence N.43°44'57"E., a distance of 451.00 feet to POINT "E"; thence S.46°15'03"E., along LINE "C", a distance of 70.00 feet to POINT "F"; thence S.43°44'57"W., a distance of 508.78 feet; to a point on a curve to the left, having a radius of 190.00 feet, a central angle of 43°02'39", a chord bearing of S.22°13'38"W., and a chord length of 139.41 feet; thence along the arc of said curve, an arc length of 142.74 feet; thence S.00°42'19"W., a distance of 504.05 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 117°00'55", a chord bearing of S.57°48'08"E., and a chord length of 42.64 feet; thence along the arc of said curve, an arc length of 51.06 feet; thence N.63°41'24"E., a distance of 509.09 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 64°20'33", a chord bearing of N.31°31'08"E., and a chord length of 26.62 feet; thence along the arc of said curve, an arc length of 28.07 feet; thence N.00°39'08"W., a distance of 803.34 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 135°35'54", a chord bearing of N.68°27'05"W., and a chord length of 46.29 feet; thence along the arc of said curve, an arc length of 59.17 feet; thence S.43°44'57"W., a distance of 62.74 feet to POINT "F"; thence N.46°15'03"W., along LINE "C", a distance of 70.00 feet to a point on a curve to the left, same being POINT "E" having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of N.01°15'03"W., and a chord length of 35.36 feet; thence along the arc of said curve, an arc length of 39.27 feet; thence N.46°15'03"W., a distance of 85.00 feet; thence N.43°44'57"E., a distance of 70.00 feet to the POINT OF BEGINNING.

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
2. Description shown hereon has been prepared for this sketch.
3. BEARING BASIS: Bearings shown hereon refer to Grid, Florida State Plane Coordinate System, West Zone, North American Datum, 1983 (1990 adjustment). This survey is based on Sarasota County GPS points SAR 053 and SAR 054.

PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638

880 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 483-1396
Email: bs1@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 10 OF 17

UTILITY EASEMENT # 3

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 43°44'57" E	129.49'
L2	S 46°15'03" E	20.00'
L3	S 46°15'03" E	88.82'
L4	N 27°59'53" W	90.64'
L5	N 68°25'42" E	14.61'
L6	N 21°34'18" W	33.12'
L7	N 62°00'07" E	1.77'
L8	S 27°59'53" E	124.37'
L9	S 89°34'44" E	985.31'
L10	S 00°39'08" E	569.49'
L11	S 89°20'52" W	10.00'
L12	S 00°39'08" E	63.30'
L13	WEST	43.66'
L14	SOUTH	10.00'
L15	WEST	376.37'
L16	NORTH	70.00'
L17	EAST	420.03'
L18	N 00°39'08" W	632.79'
L19	N 89°34'44" W	420.07'
L20	S 00°39'08" E	635.88'
L21	WEST	178.70'
L22	S 63°41'24" W	284.99'
L23	N 26°18'36" W	70.00'
L24	N 63°41'24" E	284.99'
L25	N 90°00'00" W	58.69'
L26	N 00°39'08" W	636.76'
L27	N 89°34'44" W	420.07'
L28	S 00°39'08" E	790.51'
L29	S 63°41'24" WE	699.35'
L30	S 65°53'02" W	26.62'
L31	N 66°59'05" W	21.76'
L32	N 00°42'19" E	694.97'
L33	N 46°15'03" W	92.92'
L34	N 43°44'57" E	124.00'
L35	S 46°15'03" E	85.00'
L36	N 43°44'57" E	451.00'
L37	S 46°15'03" E	70.00'
L38	S 43°44'57" W	508.78'
L39	S 00°42'19" W	504.05'
L40	N 63°41'24" E	509.09'
L41	N 00°39'08" W	803.34'
L42	S 43°44'57" W	62.74'
L43	N 46°15'03" W	85.00'
L44	N 43°44'57" E	70.00'

PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638

680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285

Telephone: (941) 493-1396

Email: bsl@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 11 OF 17

UTILITY EASEMENT # 3

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	25.00'	79°39'25"	S 86°04'45" E	32.02'	34.76'
C2	210.00'	12°09'39"	N 60°10'22" E	44.49'	44.57'
C3	210.00'	18°40'05"	N 81°05'14" E	68.12'	68.42'
C4	95.00'	88°55'36"	N 45°06'56" W	133.09'	147.45'
C5	85.00'	90°39'08"	N 44°40'26" E	120.89'	134.49'
C6	25.00'	90°39'08"	N 44°40'26" E	35.56'	39.55'
C7	25.00'	88°55'36"	N 45°06'56" W	35.02'	38.80'
C8	25.00'	91°04'24"	S 44°53'04" W	35.68'	39.74'
C9	25.00'	89°20'52"	S 45°19'34" E	35.15'	38.99'
C10	140.00'	26°18'36"	S 76°50'42" W	63.72'	64.29'
C11	210.00'	26°18'36"	N 76°50'42" E	95.59'	96.43'
C12	25.00'	90°39'08"	N 44°40'26" E	35.56'	39.55'
C13	25.00'	88°55'36"	N 45°06'56" W	35.02'	38.80'
C14	25.00'	91°04'24"	S 44°53'04" W	35.68'	39.74'
C15	25.00'	115°39'27"	S 58°28'52" E	42.32'	50.47'
C16	35.00'	35°27'57"	N 84°43'03" W	21.32'	21.66'
C17	35.00'	29°16'37"	N 52°20'46" W	17.69'	17.88'
C18	35.00'	38°24'47"	N 18°30'05" W	23.03'	23.47'
C19	15.00'	46°57'21"	N 22°46'22" W	11.95'	12.29'
C20	25.00'	90°00'00"	N 88°44'57" E	35.36'	39.27'
C21	190.00'	43°02'39"	S 22°13'38" W	139.41'	142.74'
C22	25.00'	117°00'55"	S 57°48'08" E	42.64'	51.06'
C23	25.00'	64°20'33"	N 31°31'08" E	26.62'	28.07'
C24	25.00'	135°35'54"	N 68°27'05" W	46.29'	59.17'
C25	25.00'	90°00'00"	N 01°15'03" W	35.36'	39.27'

PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 8638

680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285

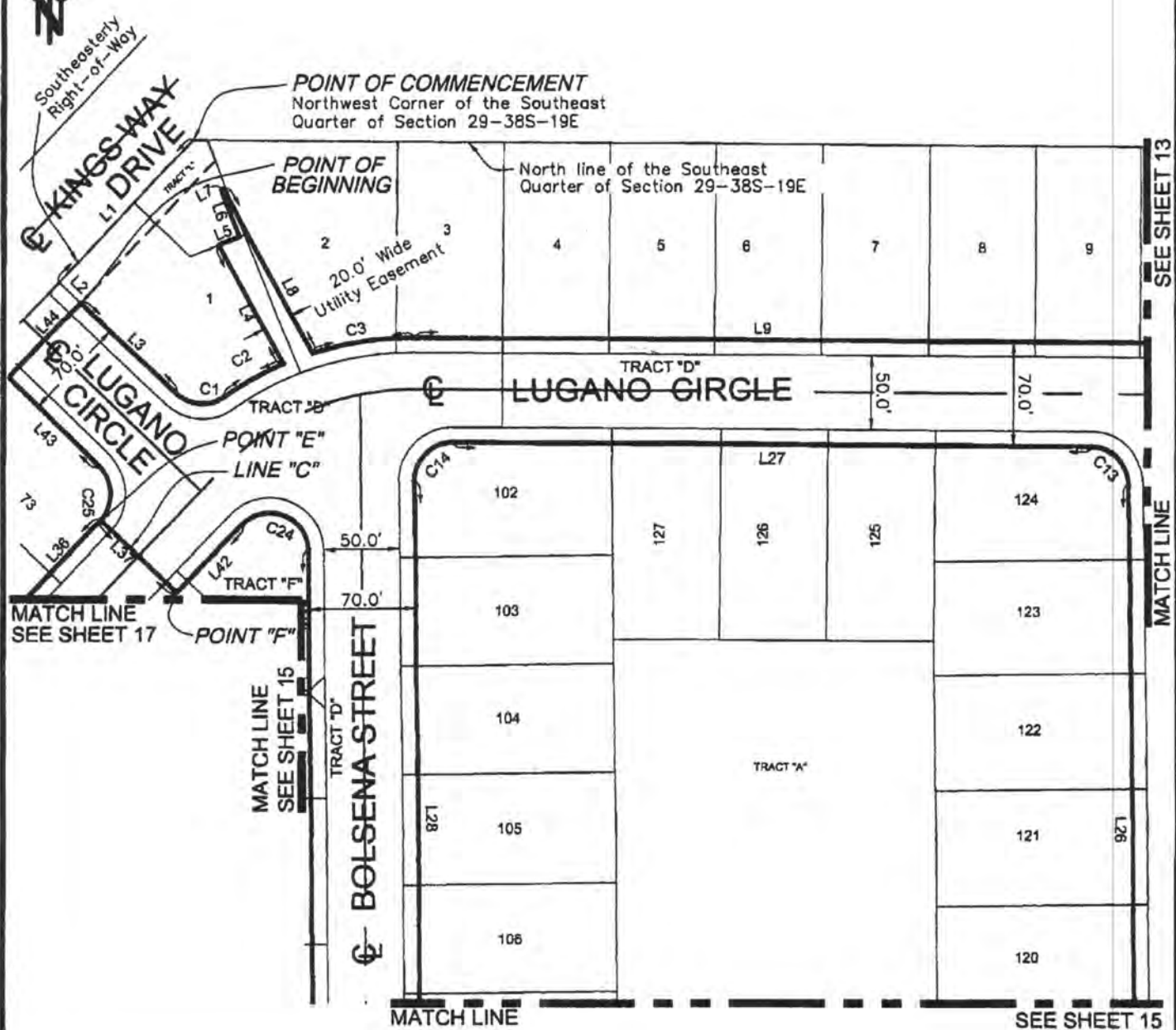
Telephone: (941) 493-1396

Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 12 OF 17

UTILITY EASEMENT # 3



PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1388
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION
UTILITY EASEMENT # 3

SHEET 13 OF 17



SEE SHEET 12

MATCH LINE



MATCH LINE

SEE SHEET 14

PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



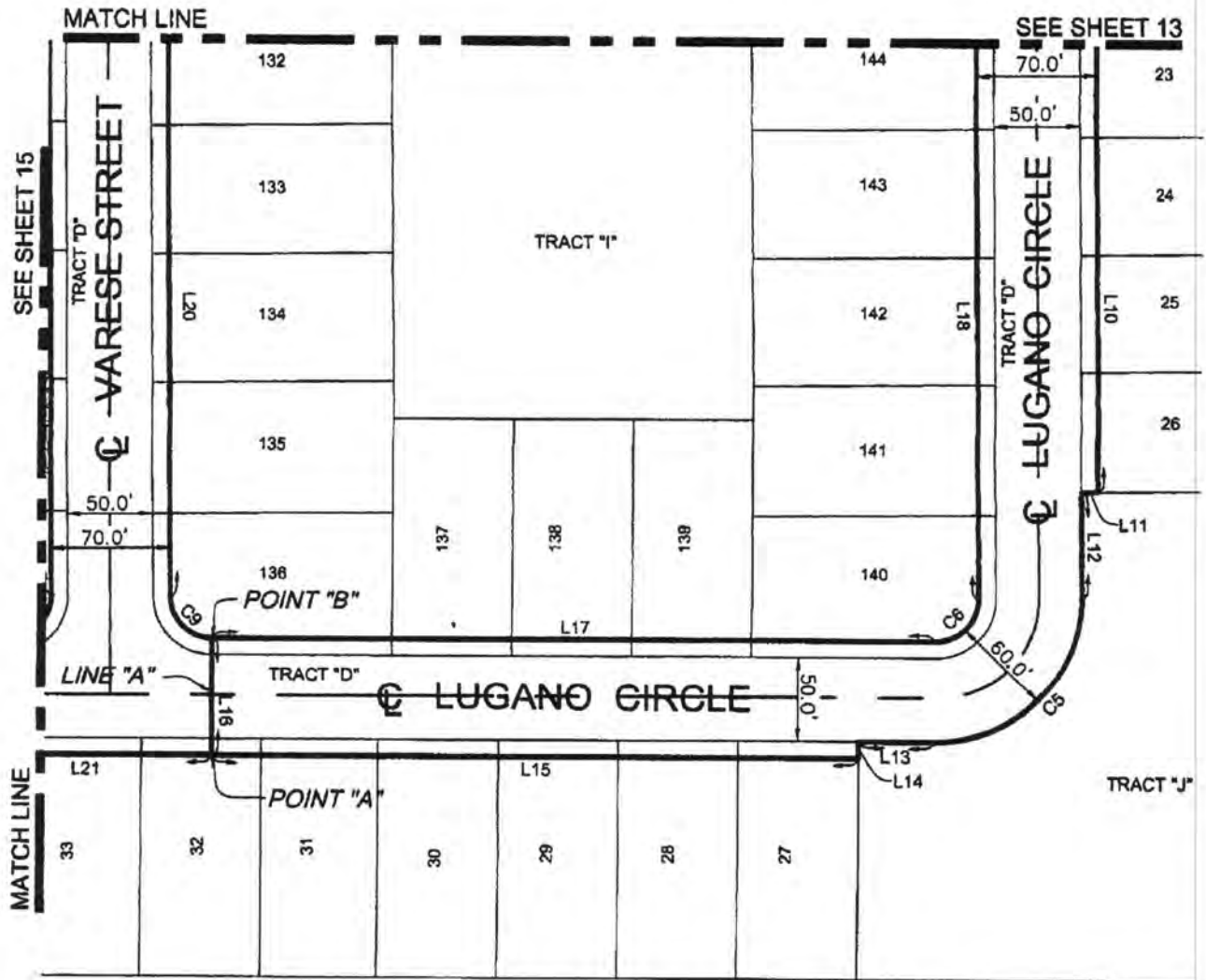
BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (841) 493-1396
Email: bsl@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 14 OF 17

UTILITY EASEMENT # 3



PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022
JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

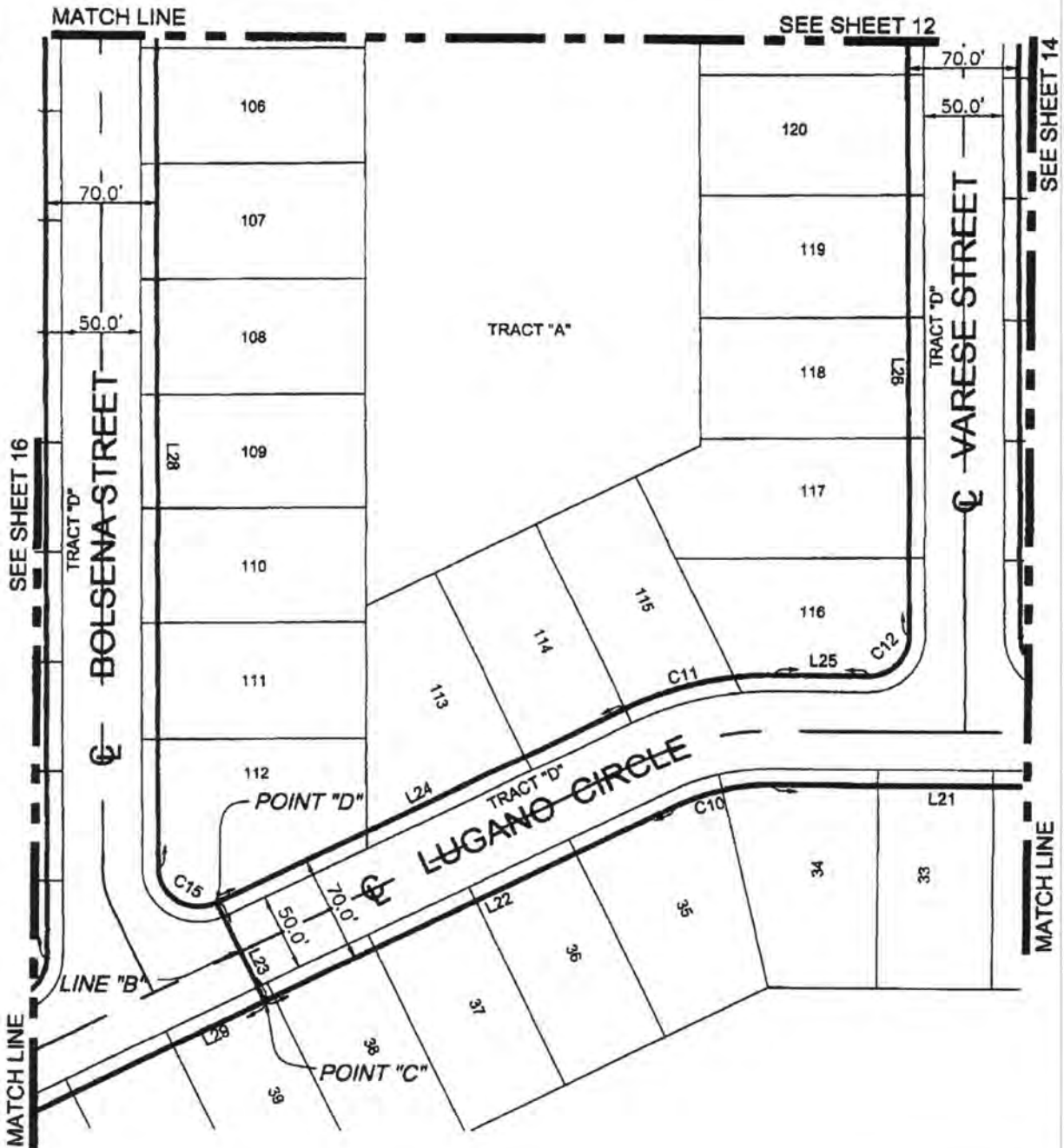
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6838
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1398
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

UTILITY EASEMENT # 3

SHEET 15 OF 17

SCALE: 1" = 100'



PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

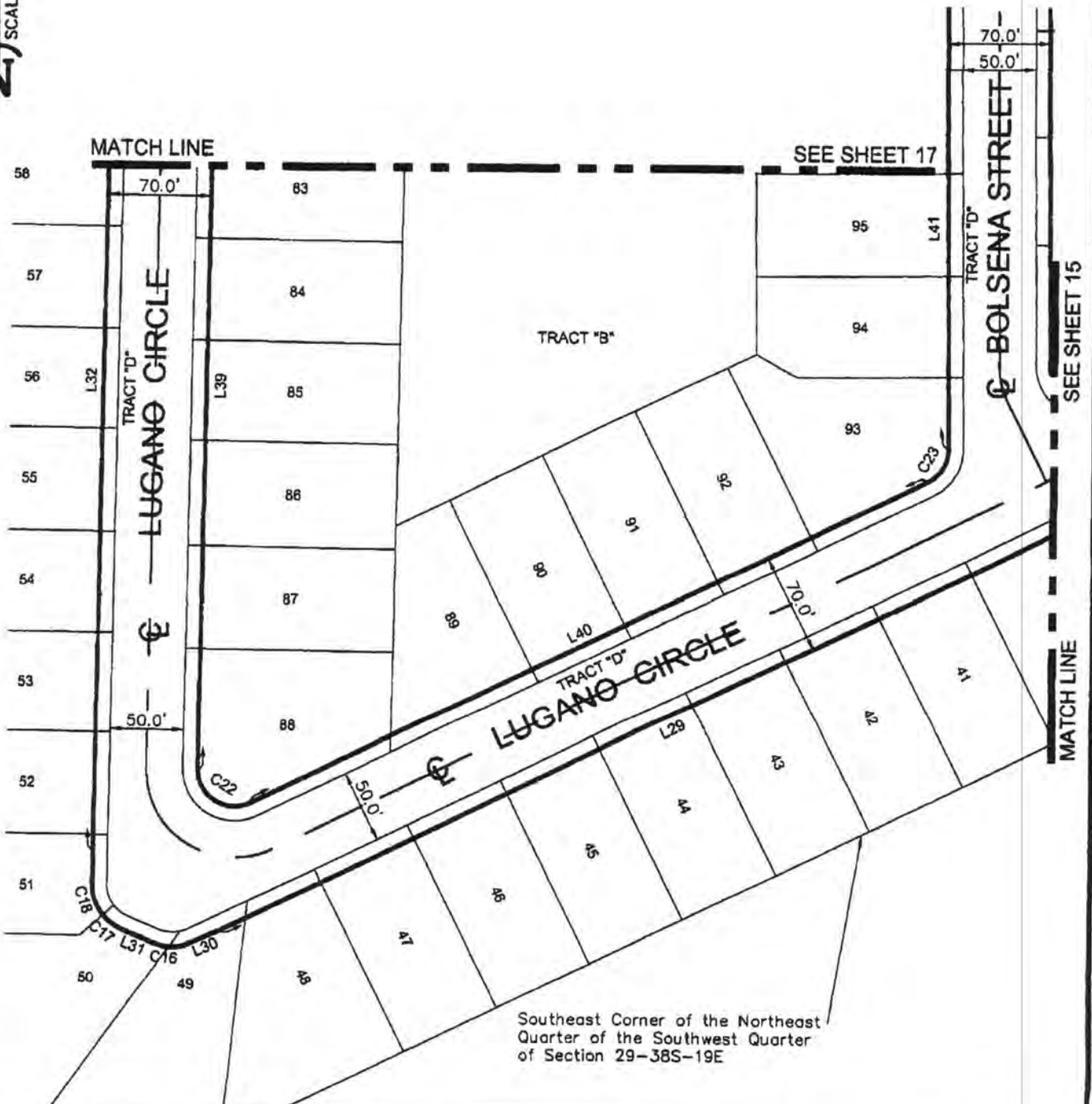
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 8838
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 483-1398
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 16 OF 17

UTILITY EASEMENT # 3

SCALE: 1" = 100'



PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

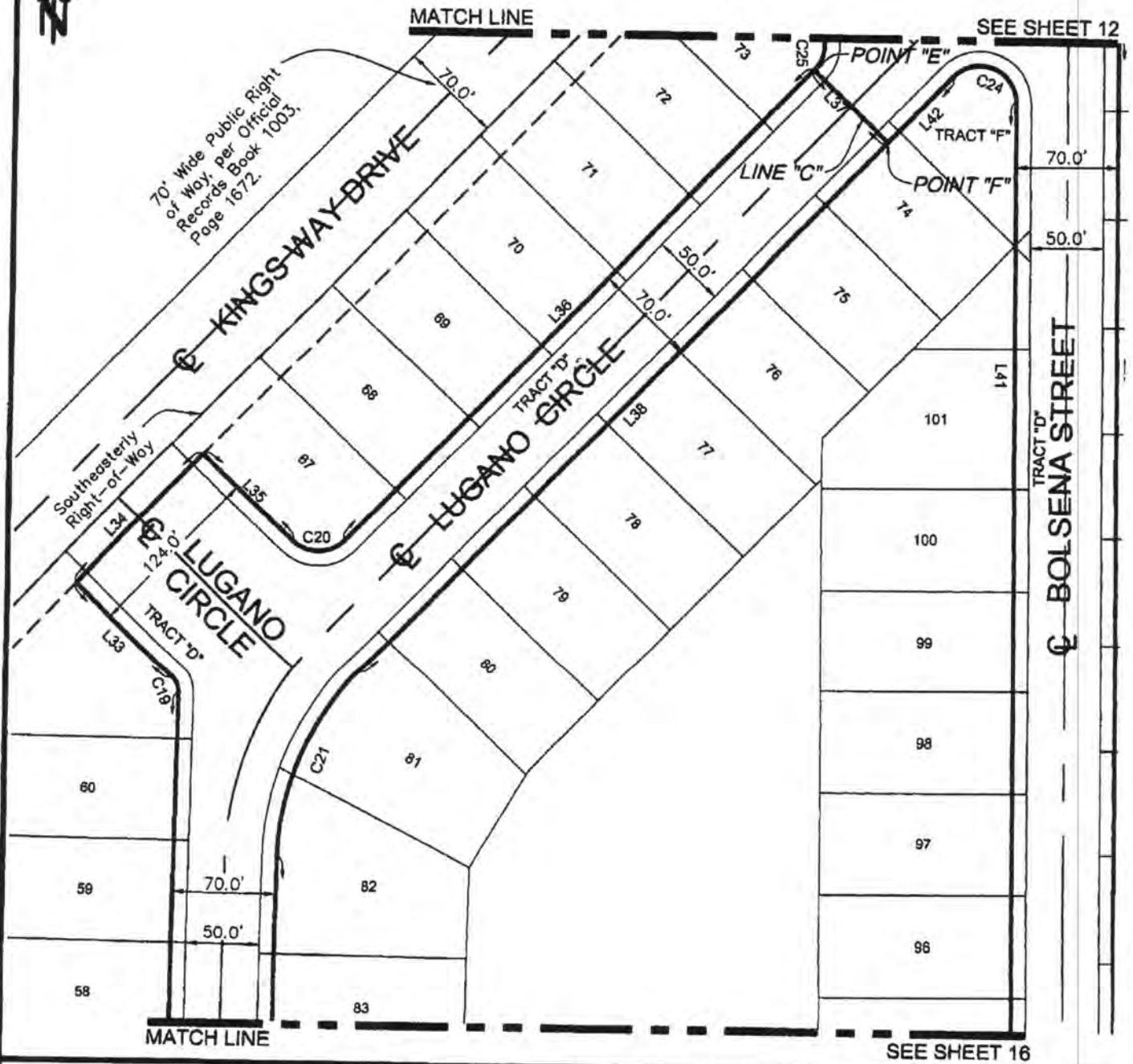
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bs1@brittsurveying.com

SKETCH OF DESCRIPTION

UTILITY EASEMENT # 3

SHEET 17 OF 17

SCALE: 1" = 100'



PREPARED FOR:
MPS DEVELOPMENT
AND
CONSTRUCTION LLC

DATE: September 16, 2022

JOB NUMBER: 22-08-32



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

WI

Prepared by & return to:
Denise Cataldo
Sarasota County Property Management
1660 Ringling Blvd, 2nd Floor, Suite 240
Sarasota, FL 34236

PID #0380030001
Parcel # 655.09

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2023153030 18 PG(S)
October 05, 2023 04:34:25 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Doc Stamp-Deed \$0.70


PERMANENT UTILITY EASEMENT

THIS PERMANENT EASEMENT made and executed the 3rd day of October, 2023, by and between **CASSATA PROPERTIES, LLC**, a Florida limited liability company, hereinafter called **GRANTOR** whose mailing address is 7507 S. Tamiami Trail, Venice FL, 34231, 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, and deliver unto the GRANTEE, its successors and assigns forever, a **Non-Exclusive Permanent Easement** for the purpose of constructing, installing, maintaining, operating, repairing and replacing water distribution system facilities, sewerage collection system facilities, and reclaimed water distribution system facilities and equipment appurtenant to such facilities, whether above or below ground, with the right to reconstruct, improve, add to, enlarge and remove such facilities and equipment; in, over and upon the following described land of the GRANTOR, to wit:

See legal description identified as Exhibit A, Exhibit B, Exhibit C attached hereto and made a part hereof.

GRANTEE agrees, at its sole cost and expense, to repair damage to the easement property, all structures, and other improvements located thereon as of the date of this easement, which is occasioned by reason of such construction, maintenance or repairs, and generally restore the surface of such easement's property to the condition existing prior to the initiation of such construction, maintenance, or repairs excluding above ground improvements made under the terms of this easement.

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.

(This area intentionally left blank.)

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:

CASSATA PROPERTIES, LLC, a Florida limited
liability company

Stephanie L Tancey
First Witness
Print Name: STEPHANIE L TANCEY

By: [Signature]
Michael W. Miller, as Manager

[Signature]
Second Witness
Print Name: RAE RAMACCIOTTI

(Company Seal)

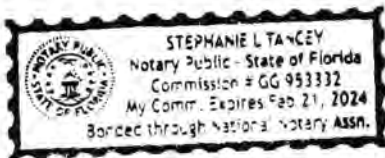
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or [] online
notarization this 3rd day of October, 2023, by Michael W. Miller, as
Manager of and on behalf of CASSATA PROPERTIES, LLC, a Florida limited liability company. He is
personally known to me or has produced _____ as identification.

(SEAL)

[Signature]
Notary Public

STEPHANIE L TANCEY
Print Name
Commission No. GG 953332
Expiration Date 2/21/2024



SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SHEET 1 OF 3**DESCRIPTION:**

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida:

COMMENCE at the Northwest Corner of the Southeast Quarter of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence S.89°34'44"E., along the North line of Lands described in Official Records Instrument # 2019014339 of the Public Records of Sarasota County, Florida, a distance of 1342.81 feet to the POINT OF BEGINNING; thence continue along said north line of Lands described in Official Records Instrument # 2019014339, S.89°34'44"E., a distance of 10.00 feet; to the northeast corner of said lands described in Official Records Instrument # 2019014339; thence S.00°39'08"E. along the east line of said lands described in Official Records Instrument # 2019014339, a distance of 1081.19 feet to the southeast corner of said lands described in Official Records Instrument # 2019014339; thence WEST along the south line of said lands described in Official records Instrument # 2019014339, a distance of 10.00 feet; thence N.00°39'08"W., along a line lying 10.00 feet westerly of and parallel with said east line of lands described in Official records Instrument # 2019014339, a distance of 1081.26 feet to the POINT OF BEGINNING.

Parcel contains 10812 square feet, or 0.2482 acres more or less.

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
2. Description shown hereon has been prepared for this sketch.
3. BEARING BASIS: Bearings shown hereon refer to Grid, Florida State Plane Coordinate System, West Zone, North American Datum, 1983 (1990 adjustment). This survey is based on Sarasota County GPS points SAR 053 and SAR 054.
4. Sketch based on current title opinion prepared by J.Geoffrey Pflugner, Icard, Merrill, Cullis, Timm, Furen, and Ginsburg, P.A., dated July 19, 2023.

REVISION: 09/12/23



Digitally signed
by RANDALL E
BRITT

Date: 2023.09.19
12:11:41 -04'00'

RANDALL E. BRITT, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3979
NOTE: NOT VALID UNLESS IMPRINTED WITH EMBOSSED LAND SURVEYOR'S SEAL
OR VALIDATED SURVEYOR'S DIGITAL SIGNATURE ON PORTABLE DOCUMENT FILE

PREPARED FOR:

CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022JOB NUMBER: 22-08-32B

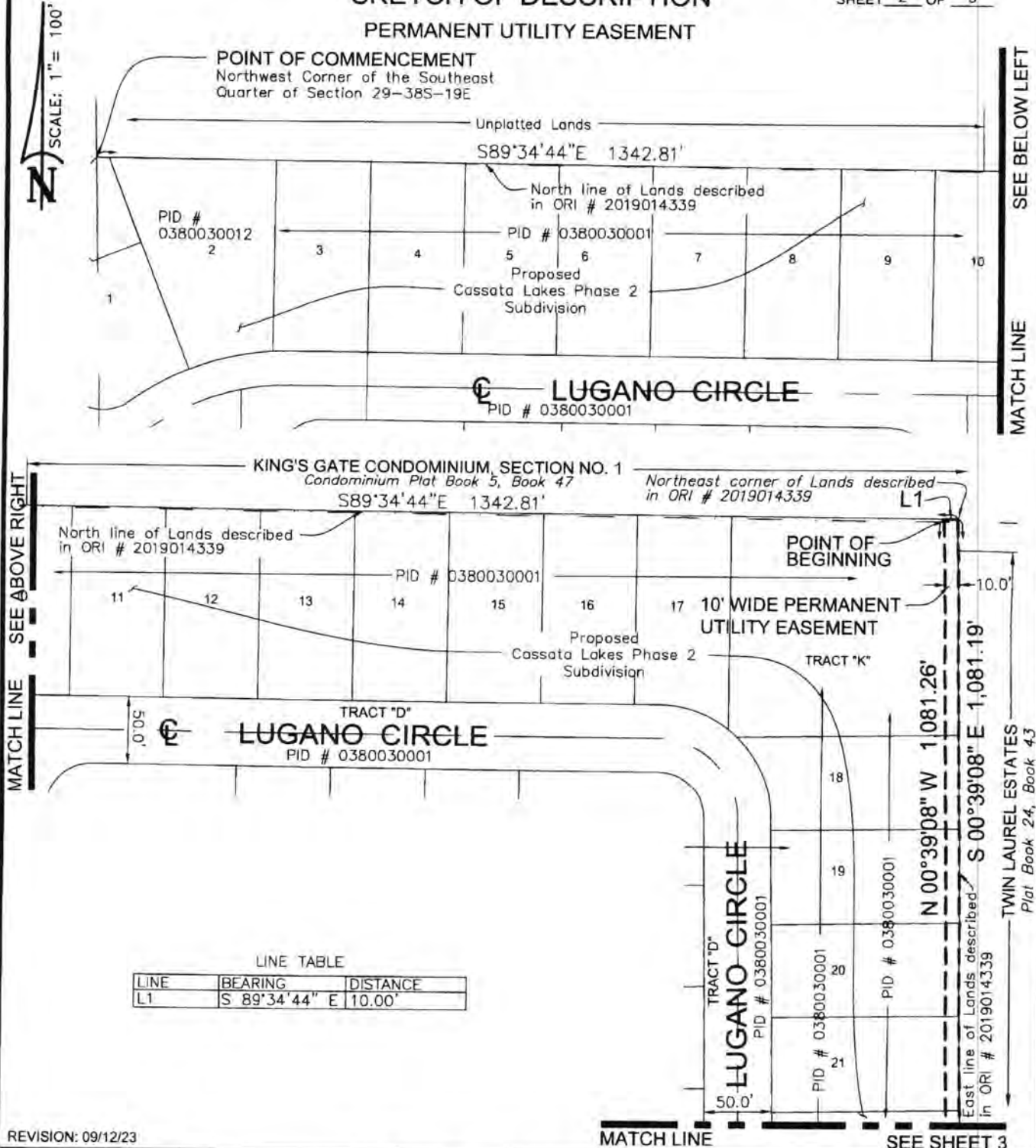
BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 2 OF 3

PERMANENT UTILITY EASEMENT



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°34'44" E	10.00'

REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32B



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
 680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
 Telephone: (941) 493-1396
 Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

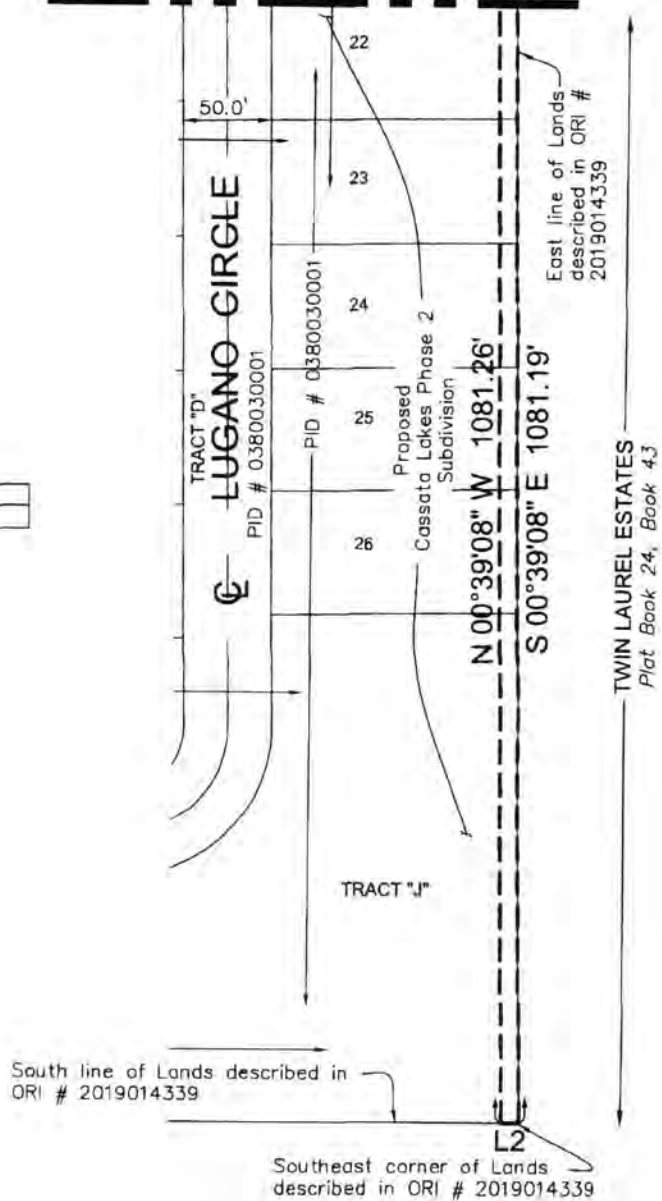
SHEET 3 OF 3



MATCH LINE SEE SHEET 2

LINE TABLE

LINE	BEARING	DISTANCE
L2	N 90°00'00" W	10.00'



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: *September 16, 2022*
JOB NUMBER: *22-08-32B*



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
 680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
 Telephone: (941) 493-1396
 Email: bsi@brittsurveying.com

EXHIBIT B

SKETCH OF DESCRIPTION
PERMANENT UTILITY EASEMENT

SHEET 1 OF 3

DESCRIPTION:

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida;

BEGIN at the Northwest Corner of the Southeast Quarter of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence along the southeasterly Right-of-Way line of Kings Way Drive as described Book 1003, Page 1672 of the Public Records of Sarasota County, Florida, the following four (4) courses: (1) S.43°44'57"W., a distance of 889.17 feet to a point on a curve to the right: having a radius of 1045.04 feet, a central angle of 16°53'39", a chord bearing of S.52°11'48"W., and a chord length of 307.03 feet; (2) thence along the arc of said curve, an arc length of 308.14 feet; (3) thence S.60°38'37"W., a distance of 361.83 feet to a point on a curve to the left, having: a radius of 595.14 feet, a central angle of 02°54'29", a chord bearing of S.59°11'22"W., and a chord length of 30.20 feet; (4) thence along the arc of said curve, an arc length of 30.21 feet to a point on the boundary line of lands described in Official Records Instrument # 2019014339, of said Public Records of Sarasota County, Florida; thence S.00°40'44"W., along said boundary line of lands described in Official Records Instrument # 2019014339, a distance of 24.01 feet to a point on a curve to the right, having a radius of 575.14 feet, a central angle of 04°12'32", a chord bearing of N.58°32'21"E., and a chord length of 42.24 feet; thence along a line 20.00 feet southerly and parallel with said southeasterly Right-of-Way line of Kings Highway Drive, the following four (4) courses: (1) along the arc of said curve, an arc length of 42.25 feet; (2) thence N.60°38'37"E., a distance of 361.83 feet to a point on a curve to the left, having: a radius of 1065.04 feet, a central angle of 16°53'39", a chord bearing of N.52°11'48"E., and a chord length of 312.90 feet; (3) thence along the arc of said curve, an arc length of 314.04 feet; (4) thence N.43°44'57"E., a distance of 889.53 feet; thence N.21°34'18"W., a distance of 14.52 feet to a point on said boundary line of lands described in Official Records Instrument # 2019014339; thence N.89°34'44"W., along said boundary line, a distance of 9.36 feet; to the POINT OF BEGINNING.

Parcel contains 32,033 square feet, or 0.7354 acres more or less.

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
2. Description shown hereon has been prepared for this sketch.
3. BEARING BASIS: Bearings shown hereon refer to Grid, Florida State Plane Coordinate System, West Zone, North American Datum, 1983 (1990 adjustment). This survey is based on Sarasota County GPS points SAR 053 and SAR 054.
4. Sketch based on current title opinion prepared by J.Geoffrey Pflugner, Icard, Merrill, Cullis, Timm, Furen, and Ginsburg, P.A., dated July 19, 2023.

REVISION: 09/12/23



Digitally signed
by RANDALL E
BRITT
Date: 2023.09.19
12:10:24 -04'00'

RANDALL E. BRITT, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3979
NOTE: NOT VALID UNLESS IMPRINTED WITH EMBOSSED LAND SURVEYOR'S SEAL,
OR VALIDATED SURVEYOR'S DIGITAL SIGNATURE ON PORTABLE DOCUMENT FILE

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32A



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SHEET 2 OF 3

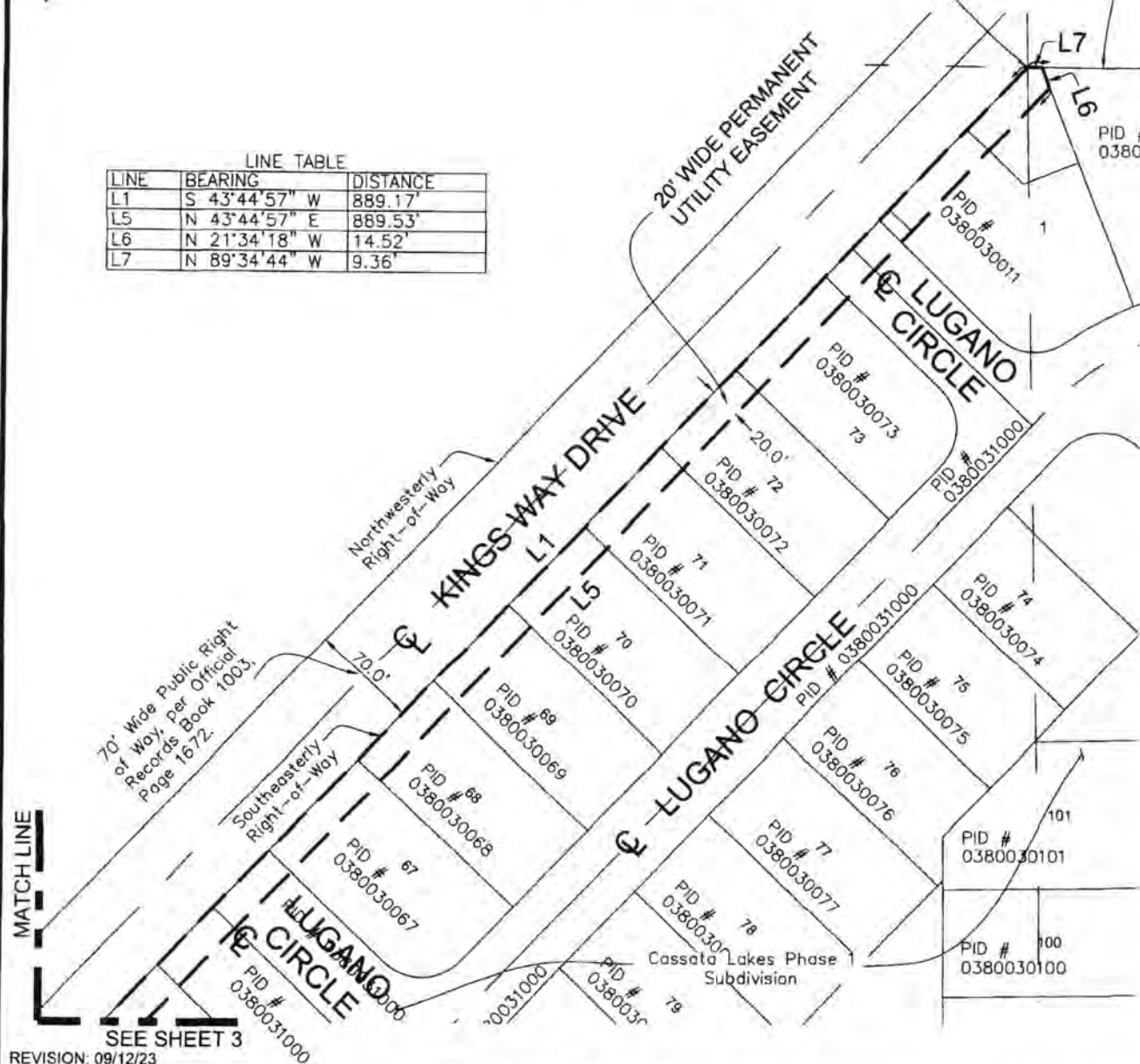


POINT OF BEGINNING
Northwest Corner of the Southeast
Quarter of Section 29-38S-19E

Boundary line of
Lands described in ORI #
2019014339

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 43°44'57" W	889.17'
L5	N 43°44'57" E	889.53'
L6	N 21°34'18" W	14.52'
L7	N 89°34'44" W	9.36'



PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: *September 16, 2022*

JOB NUMBER: *22-08-32A*



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SEE SHEET 3
REVISION: 09/12/23

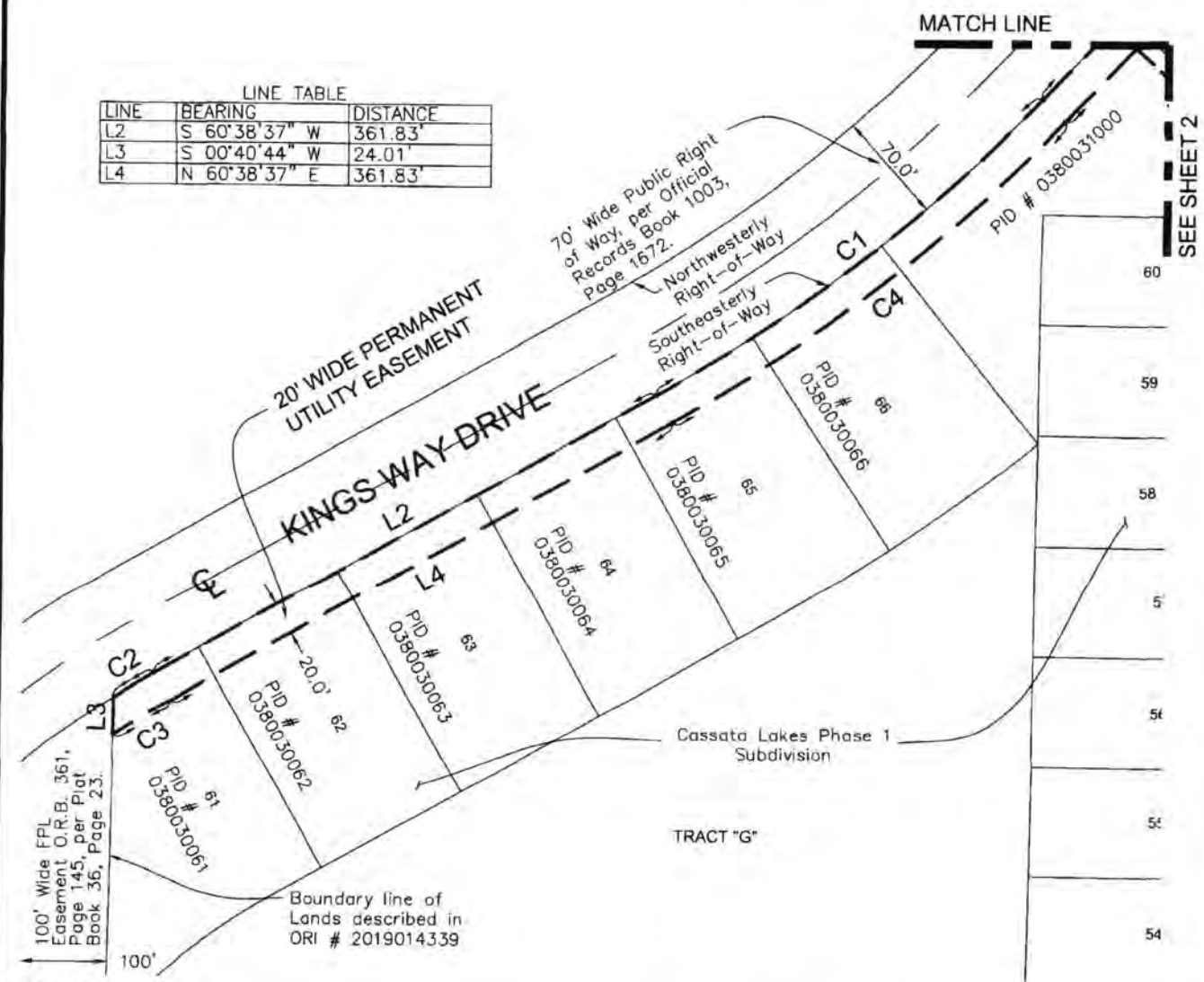
SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SHEET 3 OF 3



CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1,045.04'	16°53'39"	S 52°11'48" W	307.03'	308.14'
C2	595.14'	2°54'29"	S 59°11'22" W	30.20'	30.21'
C3	575.14'	4°12'32"	N 58°32'21" E	42.24'	42.25'
C4	1,065.04'	16°53'39"	N 52°11'48" E	312.90'	314.04'

LINE TABLE		
LINE	BEARING	DISTANCE
L2	S 60°38'37" W	361.83'
L3	S 00°40'44" W	24.01'
L4	N 60°38'37" E	361.83'



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32A



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

PERMANENT UTILITY EASEMENT

SHEET 1 OF 10**DESCRIPTION:**

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida:

COMMENCE at the Northwest Corner of the Southeast Quarter of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence S.43°44'57"W., along the southeasterly Right-of-Way line of Kings Way Drive as described Book 1103, Page 1672 of the Public Records of Sarasota County, Florida, a distance of 129.49 feet; thence S.46°15'03"E., a distance of 20.00 feet to the POINT OF BEGINNING; thence S.46°15'03"E., a distance of 88.82 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 79°39'25", a chord bearing of S.86°04'45"E., and a chord length of 32.02 feet; thence along the arc of said curve, an arc length of 34.76 feet to a point on a reverse curve to the right, having: a radius of 210.00 feet, a central angle of 12°09'39", a chord bearing of N.60°10'22"E., and a chord length of 44.49 feet; thence along the arc of said curve, an arc length of 44.57 feet; thence N.27°59'53"W., a distance of 90.64 feet; thence N.68°25'42"E., a distance of 14.61 feet; thence N.21°34'18"W., a distance of 33.12 feet; thence N.62°00'07"E., a distance of 1.77 feet; thence S.27°59'53"E., a distance of 124.37 feet to a point on a curve to the right, having: a radius of 210.00 feet, a central angle of 18°40'05", a chord bearing of N.81°05'14"E., and a chord length of 68.12 feet; thence along the arc of said curve, an arc length of 68.42 feet; thence S.89°34'44"E., a distance of 985.31 feet to a point on a curve to the right, having: a radius of 95.00 feet, a central angle of 88°55'36", a chord bearing of S.45°06'56"E., and a chord length of 133.09 feet; thence along the arc of said curve, an arc length of 147.45 feet; thence S.00°39'08"E., a distance of 569.49 feet; thence S.89°20'52"W., a distance of 10.00 feet; thence S.00°39'08"E., a distance of 63.30 feet to a point on a curve to the right, having: a radius of 85.00 feet, a central angle of 90°39'08", a chord bearing of S.44°40'26"W., and a chord length of 120.89 feet; thence along the arc of said curve, an arc length of 134.49 feet; thence WEST, a distance of 43.66 feet; thence SOUTH, a distance of 10.00 feet; thence WEST, a distance of 376.37 feet to POINT "A" thence NORTH along LINE "A", a distance of 70.00 feet to POINT "B"; thence EAST, a distance of 420.03 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 90°39'08", a chord bearing of N.44°40'26"E., and a chord length of 35.56 feet; thence along the arc of said curve, an arc length of 39.55 feet; thence N.00°39'08"W., a distance of 632.79 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 88°55'36", a chord bearing of N.45°06'56"W., and a chord length of 35.02 feet; thence along the arc of said curve, an arc length of 38.80 feet; thence N.89°34'44"W., a distance of 420.07 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 91°04'24", a chord bearing of S.44°53'04"W., and a chord length of 35.68 feet; thence along the arc of said curve, an arc length of 39.74 feet; thence S.00°39'08"E., a distance of 635.88 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 89°20'52", a chord bearing of S.45°19'34"E., and a chord length of 35.15 feet; thence along the arc of said curve, an arc length of 38.99 feet to POINT "B"; thence SOUTH along said LINE "A", a distance of 70.00 feet to POINT "A"; thence WEST, a distance of 178.70 feet; to a point on a curve to the left, having: a radius of 140.00 feet, a central angle of 26°18'36", a chord bearing of S.76°50'42"W., and a chord length of 63.72 feet; thence along the arc of said curve, an arc length of 64.29 feet; thence S.63°41'24"W., a distance of 284.99 feet to POINT "C"; thence N.26°18'38"W., along LINE "B", a distance of 70.00 feet to POINT "D"; thence N.63°41'24"E., a distance of 284.99 feet; to a point on a curve to the right, having: a radius of 210.00 feet, a central angle of 26°18'36", a chord bearing of N.76°50'42"E., and a chord length of 95.59 feet; thence along the arc of said curve, an arc length of 96.43 feet; thence N.90°00'00"W., a distance of 58.69 feet; to a point on a curve to the left, having: a radius of

continued to Sheet 2

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
2. Description shown hereon has been prepared for this sketch.
3. BEARING BASIS: Bearings shown hereon refer to Grid, Florida State Plane Coordinate System, West Zone, North American Datum, 1983 (1990 adjustment). This survey is based on Sarasota County GPS points SAR 053 and SAR 054.
4. Sketch based on current title opinion prepared by J.Geoffrey Pflugner, Icord, Merrill, Cullis, Timm, Furen, and Ginsburg, P.A., dated July 19, 2023.

REVISION: 09/12/23



Digitally signed
by RANDALL E
BRITT
Date: 2023.09.19
12:13:14 -04'00'

RANDALL E. BRITT, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3979
NOTE: NOT VALID UNLESS IMPRINTED WITH EMBOSSED LAND SURVEYOR'S SEAL
OR VALIDATED SURVEYOR'S DIGITAL SIGNATURE ON PORTABLE DOCUMENT FILE

PREPARED FOR:

CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022JOB NUMBER: 22-08-32C**BRITT SURVEYING, INC.**

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

PERMANENT UTILITY EASEMENT

SHEET 2 OF 10

continued from Sheet 1;

25.00 feet, a central angle of 90°39'08", a chord bearing of N.44°40'26"E., and a chord length of 35.56 feet; thence along the arc of said curve, an arc length of 39.55 feet; thence N.00°39'08"W., a distance of 636.76 feet; to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 88°55'36", a chord bearing of N.45°06'56"W., and a chord length of 35.02 feet; thence along the arc of said curve, an arc length of 38.80 feet; thence N.89°34'44"W., a distance of 420.07 feet; to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 91°04'24", a chord bearing of S.44°53'04"W., and a chord length of 35.68 feet; thence along the arc of said curve, an arc length of 39.74 feet; thence S.00°39'08"E., a distance of 790.51 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 115°39'27", a chord bearing of S.58°28'52"E., and a chord length of 42.32 feet; thence along the arc of said curve, an arc length of 50.47 feet to POINT "D"; thence S.26°18'38"E., along LINE "B", a distance of 70.00 feet to POINT "C"; thence S.63°41'24"W., a distance of 699.35 feet; thence S.65°53'02"W., a distance of 26.62 feet; to a point on a curve to the right, having a radius of 35.00 feet, a central angle of 35°27'57", a chord bearing of N.84°43'03"W., and a chord length of 21.32 feet; thence along the arc of said curve, an arc length of 21.66 feet; thence N.66°59'05"W., a distance of 21.76 feet; to a point on a curve to the right, having a radius of 35.00 feet, a central angle of 29°16'37", a chord bearing of N.52°20'46"W., and a chord length of 17.69 feet; thence along the arc of said curve, an arc length of 17.88 feet; to a point on a compound curve to the right, having a radius of 35.00 feet, a central angle of 38°24'47", a chord bearing of N.18°30'05"W., and a chord length of 23.03 feet; thence along the arc of said curve, an arc length of 23.47 feet; thence N.00°42'19"E., a distance of 694.97 feet; to a point on a curve to the left, having a radius of 15.00 feet, a central angle of 46°57'21", a chord bearing of N.22°46'22"W., and a chord length of 11.95 feet; thence along the arc of said curve, an arc length of 12.29 feet; thence N.46°15'03"W., a distance of 92.92 feet; thence N.43°44'57"E., a distance of 124.00 feet; thence S.46°15'03"E., a distance of 85.00 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of N.88°44'57"E., and a chord length of 35.36 feet; thence along the arc of said curve, an arc length of 39.27 feet; thence N.43°44'57"E., a distance of 451.00 feet to POINT "E"; thence S.46°15'03"E., along LINE "C", a distance of 70.00 feet to POINT "F"; thence S.43°44'57"W., a distance of 508.78 feet; to a point on a curve to the left, having a radius of 190.00 feet, a central angle of 43°02'39", a chord bearing of S.22°13'38"W., and a chord length of 139.41 feet; thence along the arc of said curve, an arc length of 142.74 feet; thence S.00°42'19"W., a distance of 504.05 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 117°00'55", a chord bearing of S.57°48'08"E., and a chord length of 42.64 feet; thence along the arc of said curve, an arc length of 51.06 feet; thence N.63°41'24"E., a distance of 509.09 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 64°20'33", a chord bearing of N.31°31'08"E., and a chord length of 26.62 feet; thence along the arc of said curve, an arc length of 28.07 feet; thence N.00°39'08"W., a distance of 803.34 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 135°35'54", a chord bearing of N.68°27'05"W., and a chord length of 46.29 feet; thence along the arc of said curve, an arc length of 59.17 feet; thence S.43°44'57"W., a distance of 62.74 feet to POINT "F"; thence N.46°15'03"W., along LINE "C", a distance of 70.00 feet to a point on a curve to the left, same being POINT "E" having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of N.01°15'03"W., and a chord length of 35.36 feet; thence along the arc of said curve, an arc length of 39.27 feet; thence N.46°15'03"W., a distance of 85.00 feet; thence N.43°44'57"E., a distance of 70.00 feet to the POINT OF BEGINNING.

Parcel contains 482489 square feet, or 11.0764 acres, more or less.

REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

**SKETCH OF DESCRIPTION
PERMANENT UTILITY EASEMENT**

SHEET 3 OF 10

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 43°44'57" E	129.49'
L2	S 46°15'03" E	20.00'
L3	S 46°15'03" E	88.82'
L4	N 27°59'53" W	90.64'
L5	N 68°25'42" E	14.61'
L6	N 21°34'18" W	33.12'
L7	N 62°00'07" E	1.77'
L8	S 27°59'53" E	124.37'
L9	S 89°34'44" E	985.31'
L10	S 00°39'08" E	569.49'
L11	S 89°20'52" W	10.00'
L12	S 00°39'08" E	63.30'
L13	WEST	43.66'
L14	SOUTH	10.00'
L15	WEST	376.37'
L16	NORTH	70.00'
L17	EAST	420.03'
L18	N 00°39'08" W	632.79'
L19	N 89°34'44" W	420.07'
L20	S 00°39'08" E	635.88'
L21	WEST	178.70'
L22	S 63°41'24" W	284.99'
L23	N 26°18'36" W	70.00'
L24	N 63°41'24" E	284.99'
L25	N 90°00'00" W	58.69'
L26	N 00°39'08" W	636.76'
L27	N 89°34'44" W	420.07'
L28	S 00°39'08" E	790.51'
L29	S 63°41'24" W	699.35'
L30	S 65°53'02" W	26.62'
L31	N 66°59'05" W	21.76'
L32	N 00°42'19" E	694.97'
L33	N 46°15'03" W	92.92'
L34	N 43°44'57" E	124.00'
L35	S 46°15'03" E	85.00'
L36	N 43°44'57" E	451.00'
L37	S 46°15'03" E	70.00'
L38	S 43°44'57" W	508.78'
L39	S 00°42'19" W	504.05'
L40	N 63°41'24" E	509.09'
L41	N 00°39'08" W	803.34'
L42	S 43°44'57" W	62.74'
L43	N 46°15'03" W	85.00'
L44	N 43°44'57" E	70.00'

REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SHEET 4 OF 10

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	25.00'	79°39'25"	S 86°04'45" E	32.02'	34.76'
C2	210.00'	12°09'39"	N 60°10'22" E	44.49'	44.57'
C3	210.00'	18°40'05"	N 81°05'14" E	68.12'	68.42'
C4	95.00'	88°55'36"	N 45°06'56" W	133.09'	147.45'
C5	85.00'	90°39'08"	N 44°40'26" E	120.89'	134.49'
C6	25.00'	90°39'08"	N 44°40'26" E	35.56'	39.55'
C7	25.00'	88°55'36"	N 45°06'56" W	35.02'	38.80'
C8	25.00'	91°04'24"	S 44°53'04" W	35.68'	39.74'
C9	25.00'	89°20'52"	S 45°19'34" E	35.15'	38.99'
C10	140.00'	26°18'36"	S 76°50'42" W	63.72'	64.29'
C11	210.00'	26°18'36"	N 76°50'42" E	95.59'	96.43'
C12	25.00'	90°39'08"	N 44°40'26" E	35.56'	39.55'
C13	25.00'	88°55'36"	N 45°06'56" W	35.02'	38.80'
C14	25.00'	91°04'24"	S 44°53'04" W	35.68'	39.74'
C15	25.00'	115°39'27"	S 58°28'52" E	42.32'	50.47'
C16	35.00'	35°27'57"	N 84°43'03" W	21.32'	21.66'
C17	35.00'	29°16'37"	N 52°20'46" W	17.69'	17.88'
C18	35.00'	38°24'47"	N 18°30'05" W	23.03'	23.47'
C19	15.00'	46°57'21"	N 22°46'22" W	11.95'	12.29'
C20	25.00'	90°00'00"	N 88°44'57" E	35.36'	39.27'
C21	190.00'	43°02'39"	S 22°13'38" W	139.41'	142.74'
C22	25.00'	117°00'55"	S 57°48'08" E	42.64'	51.06'
C23	25.00'	64°20'33"	N 31°31'08" E	26.62'	28.07'
C24	25.00'	135°35'54"	N 68°27'05" W	46.29'	59.17'
C25	25.00'	90°00'00"	N 01°15'03" W	35.36'	39.27'

REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

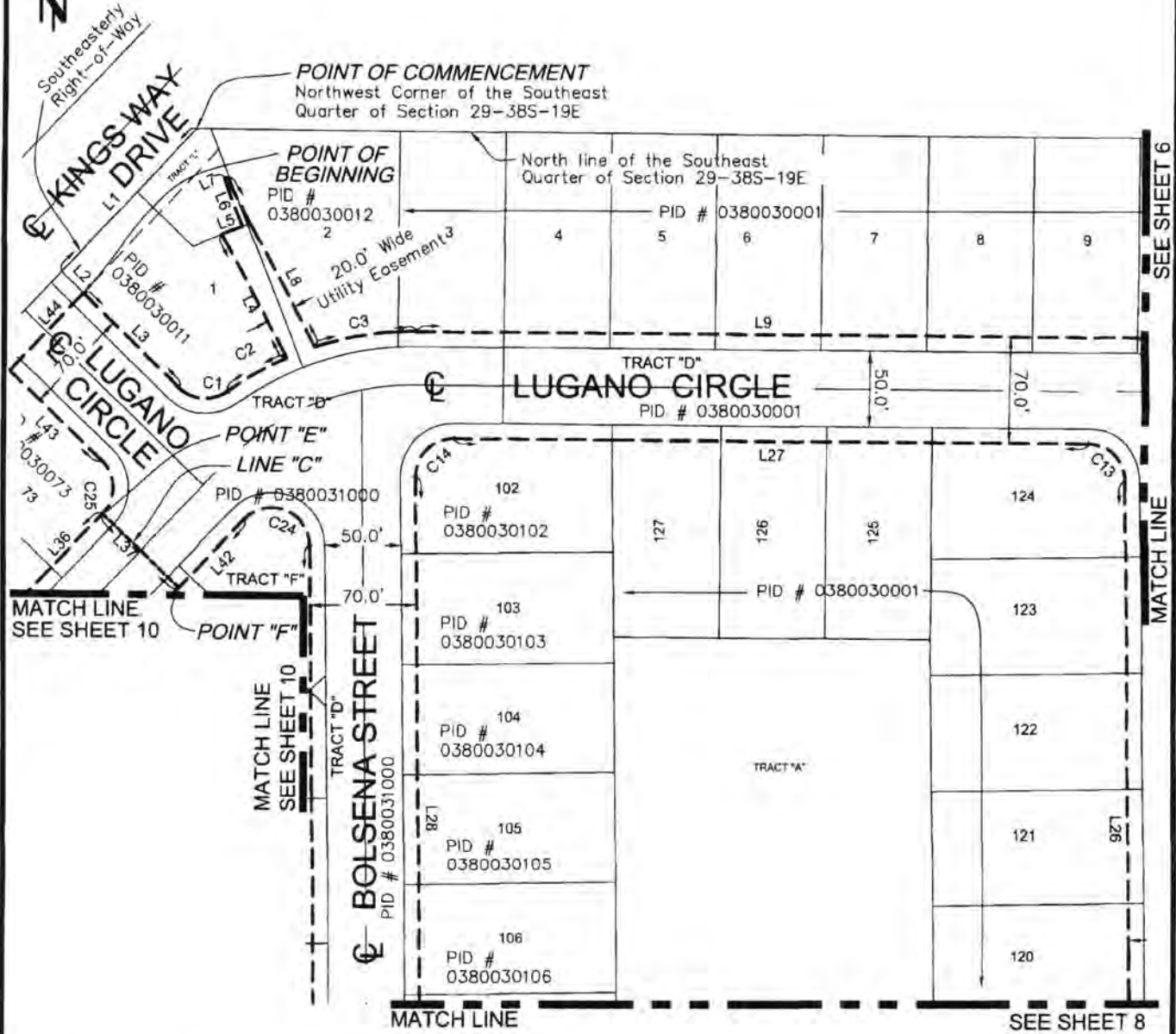
DATE: *September 16, 2022*
JOB NUMBER: *22-08-32C*



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C

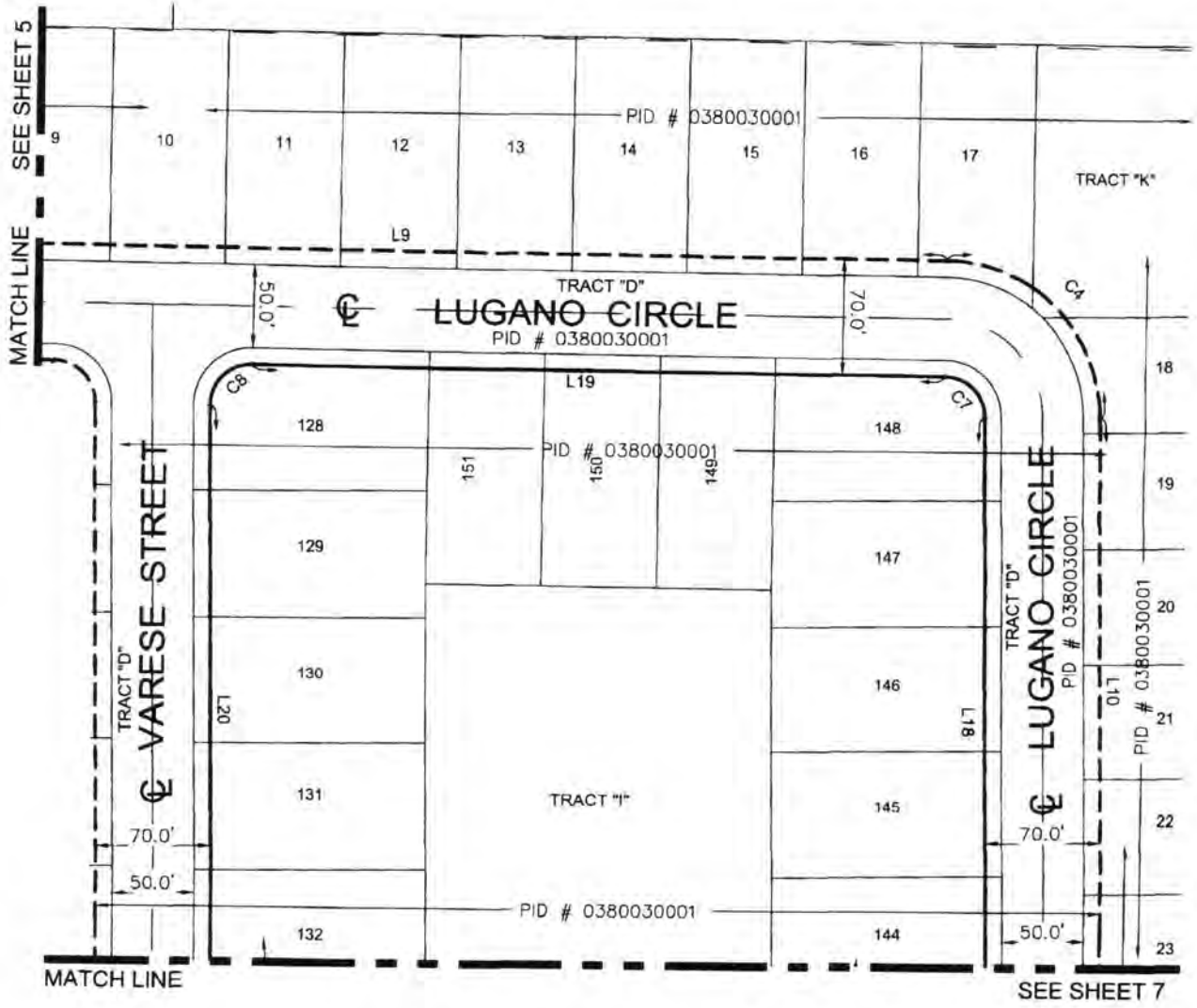


BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SHEET 6 OF 10



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C

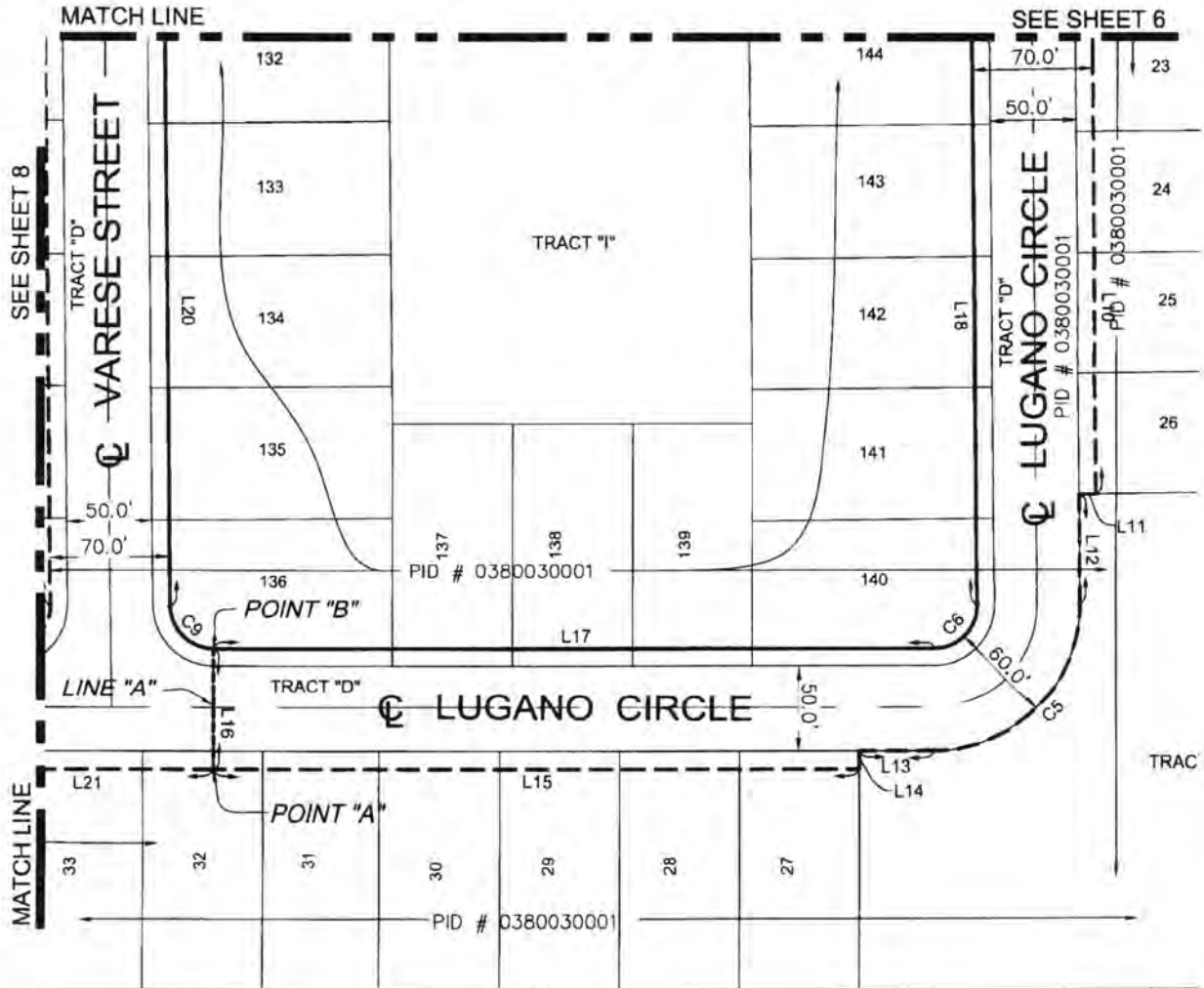


BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SHEET 7 OF 10



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C

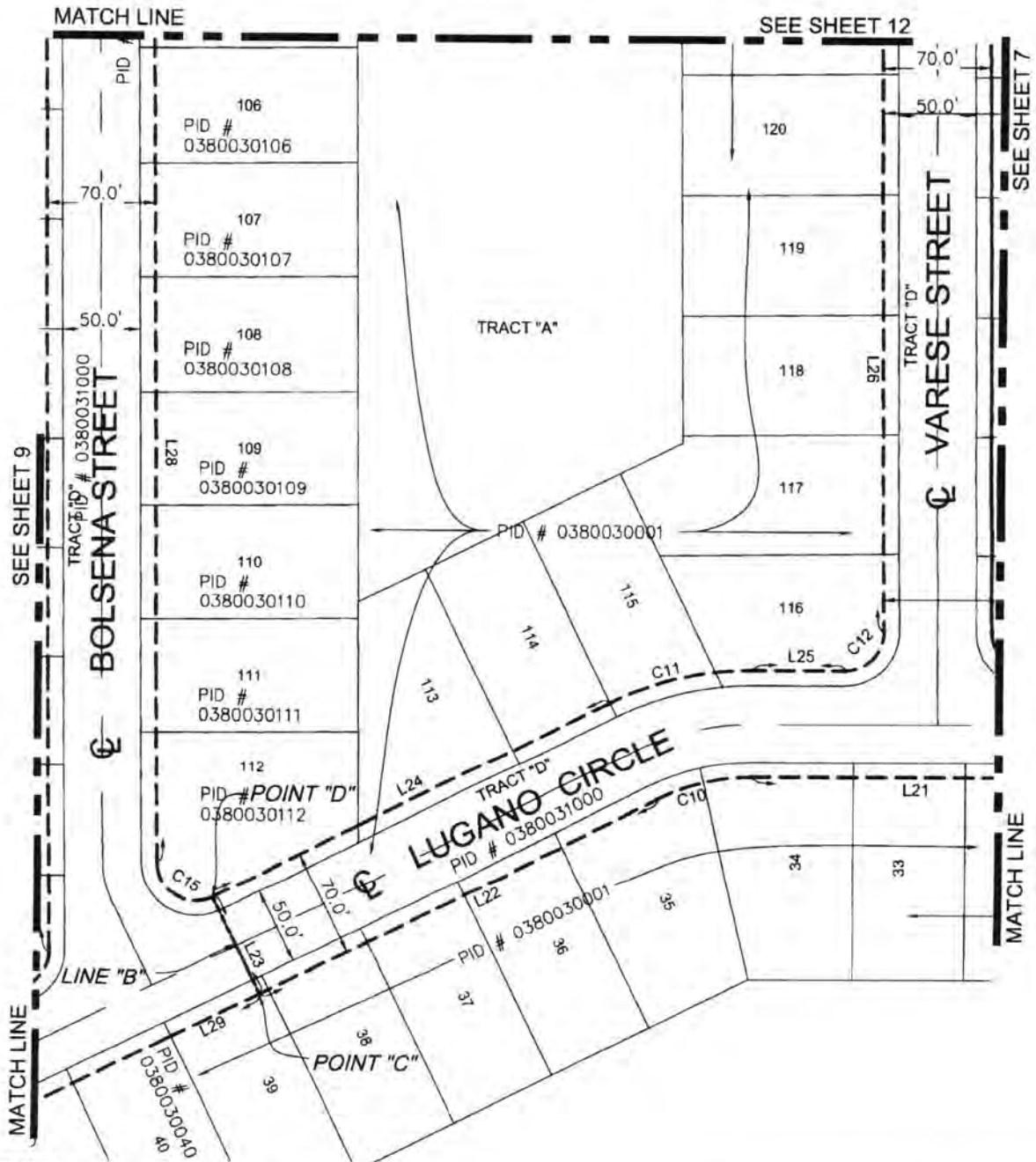


BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
 680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
 Telephone: (941) 493-1396
 Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SHEET 8 OF 10



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C

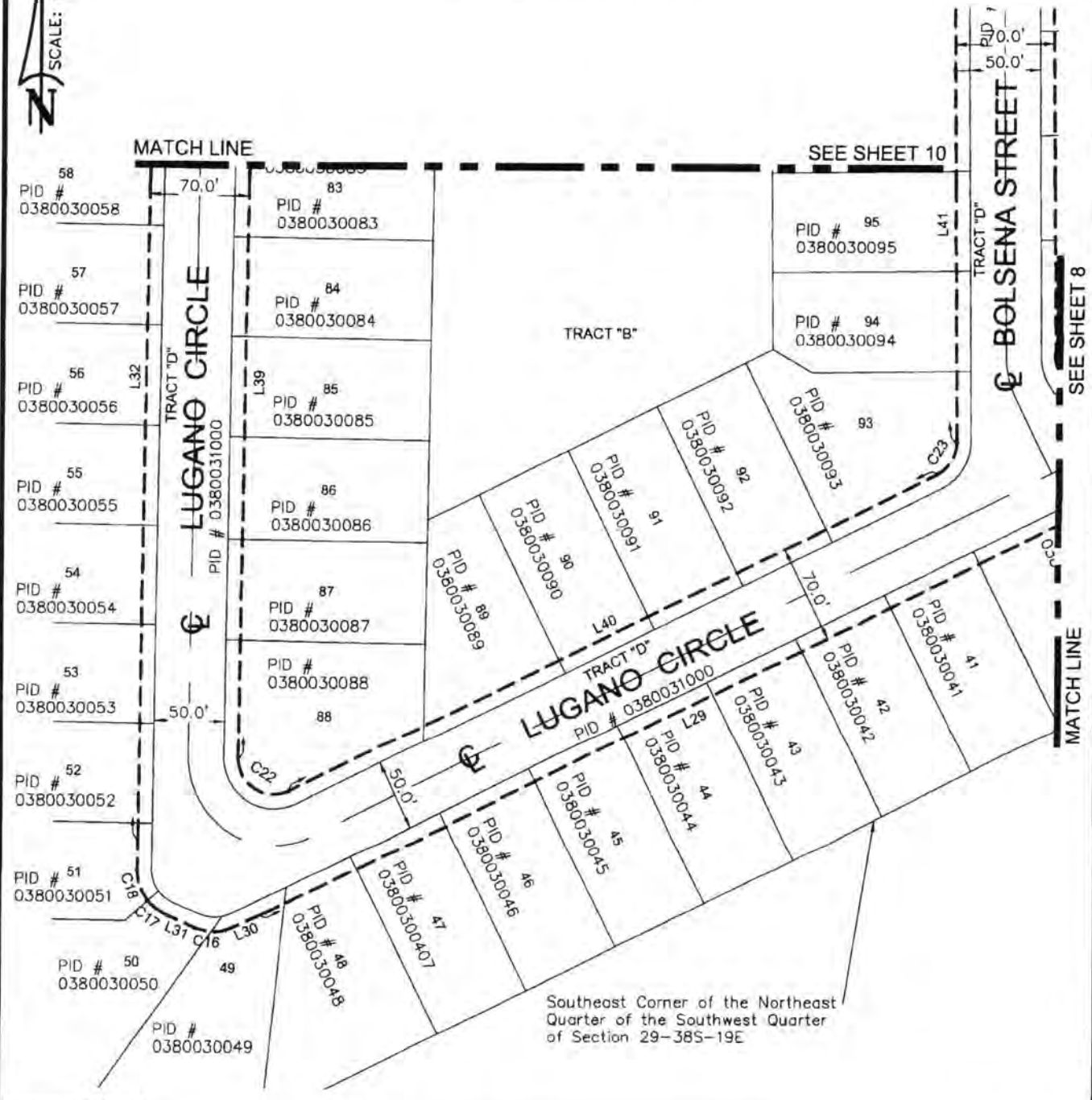


BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA. 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SHEET 9 OF 10



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022

JOB NUMBER: 22-08-32C

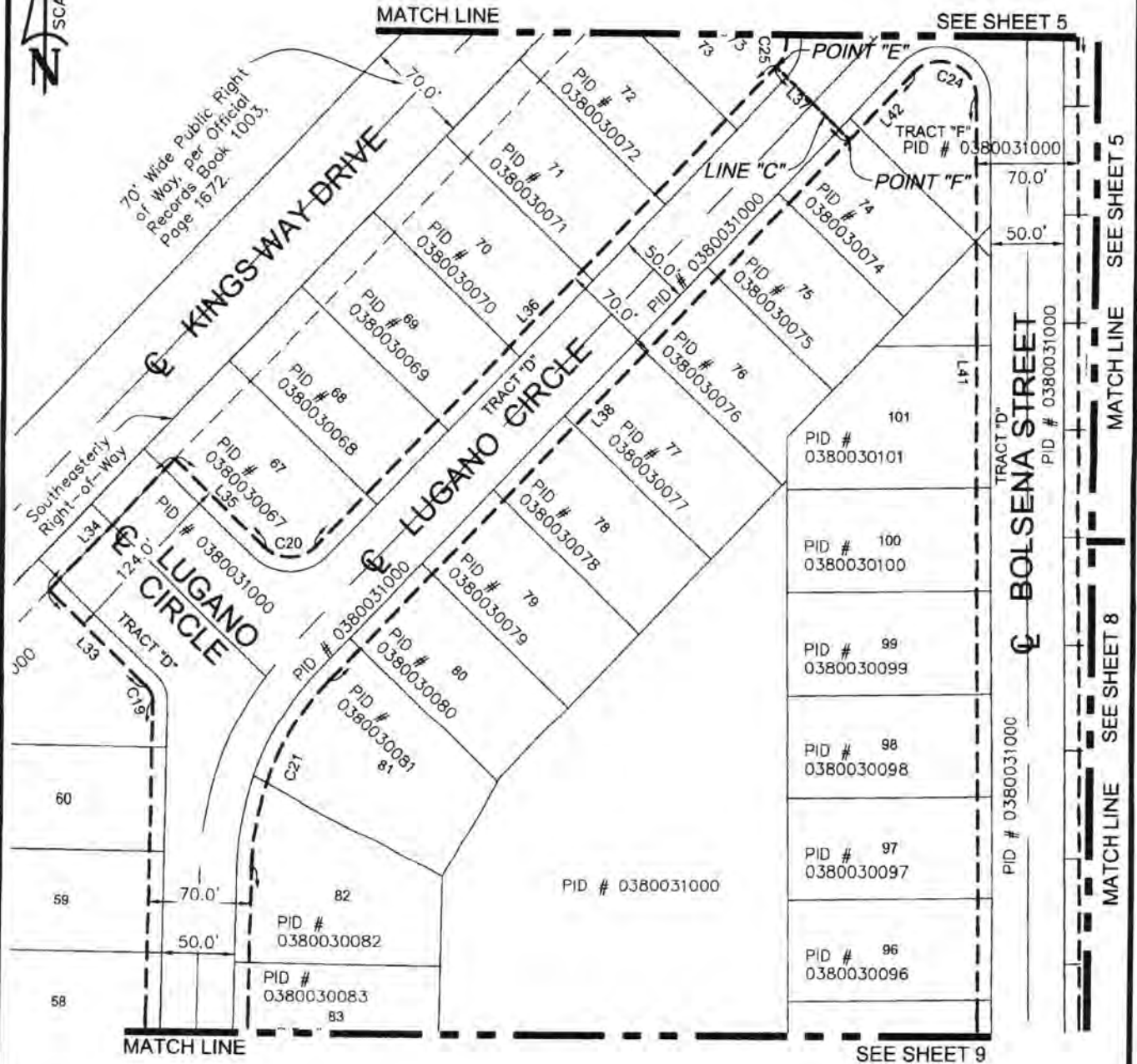


BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
 680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
 Telephone: (941) 493-1396
 Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION
PERMANENT UTILITY EASEMENT

SHEET 10 OF 10



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

Prepared by & Return to:
Denise Cataldo
Sarasota County Property Management
1660 Ringling Boulevard, Suite 240
Sarasota, Florida 34236

PID # 0380030001
Parcel # 655.09

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2023153031 17 PG(5)
October 05, 2023 04:34 25 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

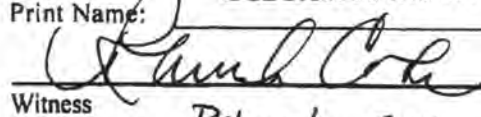


CONSENT TO EASEMENT


CASSATA FUNDING, LLC, a Florida limited liability company, holder of the Mortgage and Security Agreement; collectively the "Mortgage", executed by Cassata Properties, LLC, a Florida limited liability company, and recorded in Official Records Instrument Numbers 2019014340, of the Public Records of Sarasota County, Florida, does hereby ratify, approve, confirm and consent to the conveyance attached hereto, the "Easements" (see Exhibit A) and agrees that the lien and encumbrance of the Mortgage is and shall be subordinate to the Easement and that the Easements shall survive any foreclosure of the Mortgage or deed in lieu thereof.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its Manager this 27th day of September, 2023.


Witness
Print Name: Deborah K. Martin


Witness
Print Name: Rhonda COHEN

CASSATA FUNDING, LLC, a Florida limited liability company

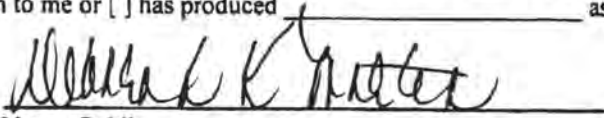
By: 
Print Name: J. Geoffrey Pflugner
Title: Manager

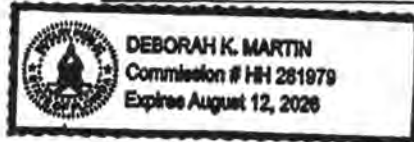
(Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization This 27th day of September, 2023 by J. Geoffrey Pflugner, as Manager, of CASSATA FUNDING, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

(SEAL)


Notary Public
Print Name: _____
Commission No.: _____
Expiration Date: _____



SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

DESCRIPTION:

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida:

COMMENCE at the Northwest Corner of the Southeast Quarter of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence S.89°34'44"E., along the North line of Lands described in Official Records Instrument # 2019014339 of the Public Records of Sarasota County, Florida, a distance of 1342.81 feet to the POINT OF BEGINNING; thence continue along said north line of Lands described in Official Records Instrument # 2019014339, S.89°34'44"E., a distance of 10.00 feet; to the northeast corner of said lands described in Official Records Instrument # 2019014339; thence S.00°39'08"E. along the east line of said lands described in Official Records Instrument # 2019014339, a distance of 1081.19 feet to the southeast corner of said lands described in Official Records Instrument # 2019014339; thence WEST along the south line of said lands described in Official records Instrument # 2019014339, a distance of 10.00 feet; thence N.00°39'08"W., along a line lying 10.00 feet westerly of and parallel with said east line of lands described in Official records Instrument # 2019014339, a distance of 1081.26 feet to the POINT OF BEGINNING.

Parcel contains 10812 square feet, or 0.2482 acres more or less.

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
2. Description shown hereon has been prepared for this sketch.
3. BEARING BASIS: Bearings shown hereon refer to Grid, Florida State Plane Coordinate System, West Zone, North American Datum, 1983 (1990 adjustment). This survey is based on Sarasota County GPS points SAR 053 and SAR 054.
4. Sketch based on current title opinion prepared by J.Geoffrey Pflugner, Icard, Merrill, Cullis, Timm, Furen, and Ginsburg, P.A., dated July 19, 2023.

REVISION: 09/12/23



Digitally signed
by RANDALL E
BRITT
Date: 2023.09.19
12:11:41 -04'00'

RANDALL E BRITT, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3979
NOTE: NOT VALID UNLESS IMPRINTED WITH EMBOSSED LAND SURVEYOR'S SEAL
OR VALIDATED SURVEYOR'S DIGITAL SIGNATURE ON PORTABLE DOCUMENT FILE

PREPARED FOR:

CASSATA LAKES PHASES 1 & 2

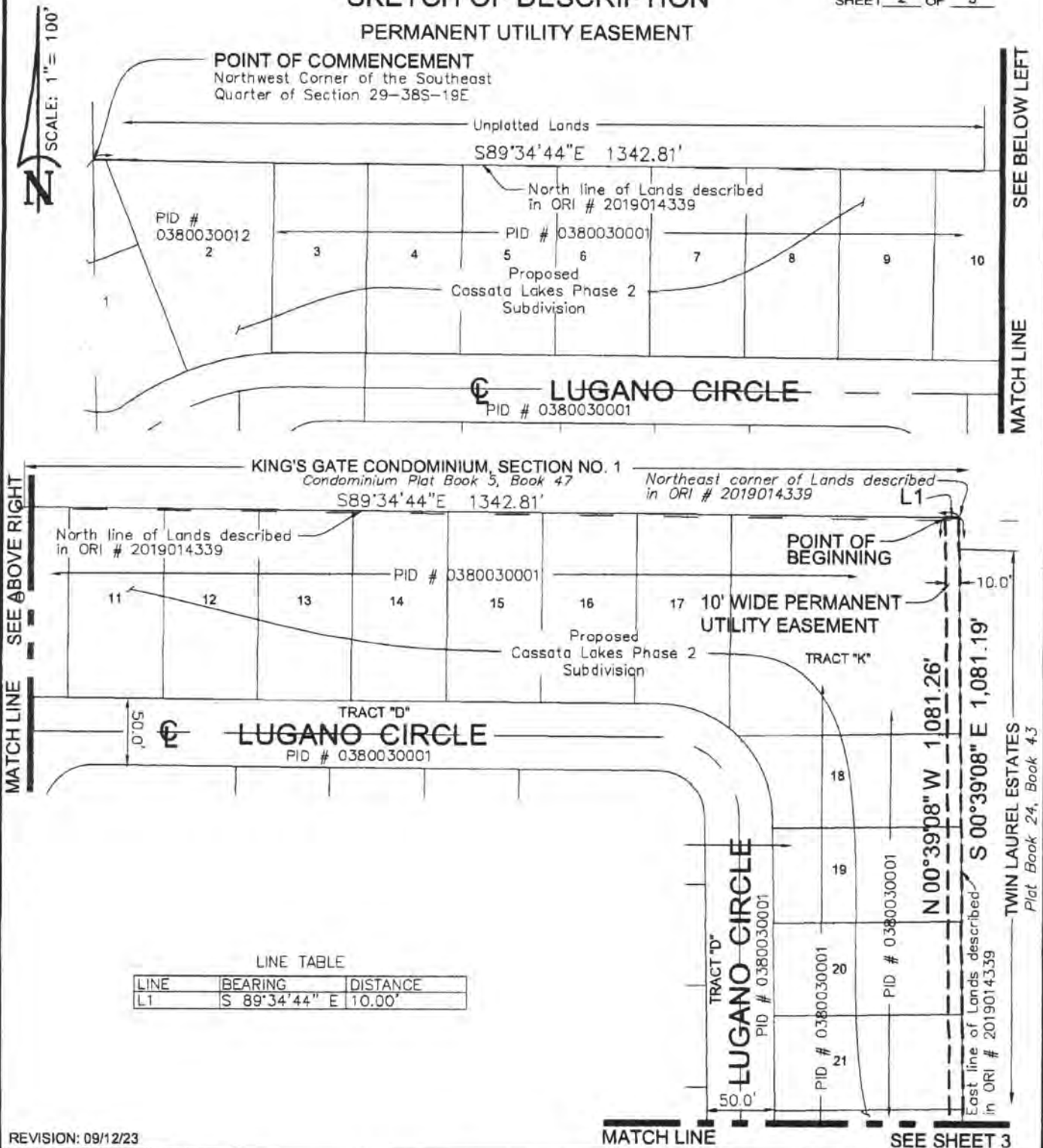
DATE: September 16, 2022JOB NUMBER: 22-08-32B**BRITT SURVEYING, INC.**

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1395
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION

SHEET 2 OF 3

PERMANENT UTILITY EASEMENT



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°34'44" E	10.00'

REVISION: 09/12/23

PREPARED FOR:
 CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022

JOB NUMBER: 22-08-32B

BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
 680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
 Telephone: (941) 493-1396
 Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

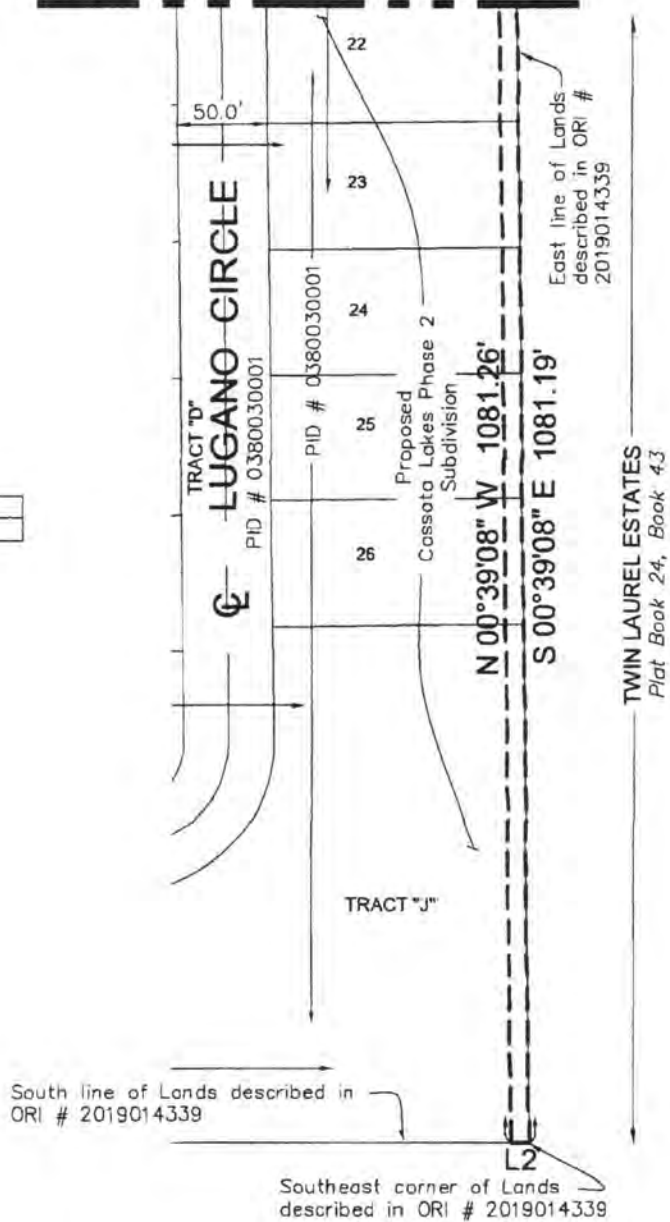
SHEET 3 OF 3



MATCH LINE SEE SHEET 2

LINE TABLE

LINE	BEARING	DISTANCE
L2	N 90°00'00" W	10.00'



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32B



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION
PERMANENT UTILITY EASEMENT

SHEET 1 OF 3

DESCRIPTION:

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida:

BEGIN at the Northwest Corner of the Southeast Quarter of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence along the southeasterly Right-of-Way line of Kings Way Drive as described Book 1003, Page 1672 of the Public Records of Sarasota County, Florida, the following four (4) courses: (1) S.43°44'57"W., a distance of 889.17 feet to a point on a curve to the right; having a radius of 1045.04 feet, a central angle of 16°53'39", a chord bearing of S.52°11'48"W., and a chord length of 307.03 feet; (2) thence along the arc of said curve, an arc length of 308.14 feet; (3) thence S.60°38'37"W., a distance of 361.83 feet to a point on a curve to the left, having: a radius of 595.14 feet, a central angle of 02°54'29", a chord bearing of S.59°11'22"W., and a chord length of 30.20 feet; (4) thence along the arc of said curve, an arc length of 30.21 feet to a point on the boundary line of lands described in Official Records Instrument # 2019014339, of said Public Records of Sarasota County, Florida; thence S.00°40'44"W., along said boundary line of lands described in Official Records Instrument # 2019014339, a distance of 24.01 feet to a point on a curve to the right, having a radius of 575.14 feet, a central angle of 04°12'32", a chord bearing of N.58°32'21"E., and a chord length of 42.24 feet; thence along a line 20.00 feet southerly and parallel with said southeasterly Right-of-Way line of Kings Highway Drive, the following four (4) courses: (1) along the arc of said curve, an arc length of 42.25 feet; (2) thence N.60°38'37"E., a distance of 361.83 feet to a point on a curve to the left, having: a radius of 1065.04 feet, a central angle of 16°53'39", a chord bearing of N.52°11'48"E., and a chord length of 312.90 feet; (3) thence along the arc of said curve, an arc length of 314.04 feet; (4) thence N.43°44'57"E., a distance of 889.53 feet; thence N.21°34'18"W., a distance of 14.52 feet to a point on said boundary line of lands described in Official Records Instrument # 2019014339; thence N.89°34'44"W., along said boundary line, a distance of 9.36 feet, to the POINT OF BEGINNING.

Parcel contains 32.033 square feet, or 0.7354 acres more or less.

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
2. Description shown hereon has been prepared for this sketch.
3. BEARING BASIS: Bearings shown hereon refer to Grid, Florida State Plane Coordinate System, West Zone, North American Datum, 1983 (1990 adjustment). This survey is based on Sarasota County GPS points SAR 053 and SAR 054.
4. Sketch based on current title opinion prepared by J.Geoffrey Pflugner, icard, Merrill, Cullis, Timm, Furen, and Ginsburg, P.A., dated July 19, 2023.



Digitally signed
by RANDALL E
BRITT

Date: 2023.09.19
12:10:24 -04'00'

RANDALL E. BRITT, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3979
NOTE: NOT VALID UNLESS IMPRINTED WITH EMBOSSED LAND SURVEYOR'S SEAL
OR VALIDATED SURVEYOR'S DIGITAL SIGNATURE ON PORTABLE DOCUMENT FILE

REVISION: 09/12/23

PREPARED FOR:

CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022

JOB NUMBER: 22-08-32A



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

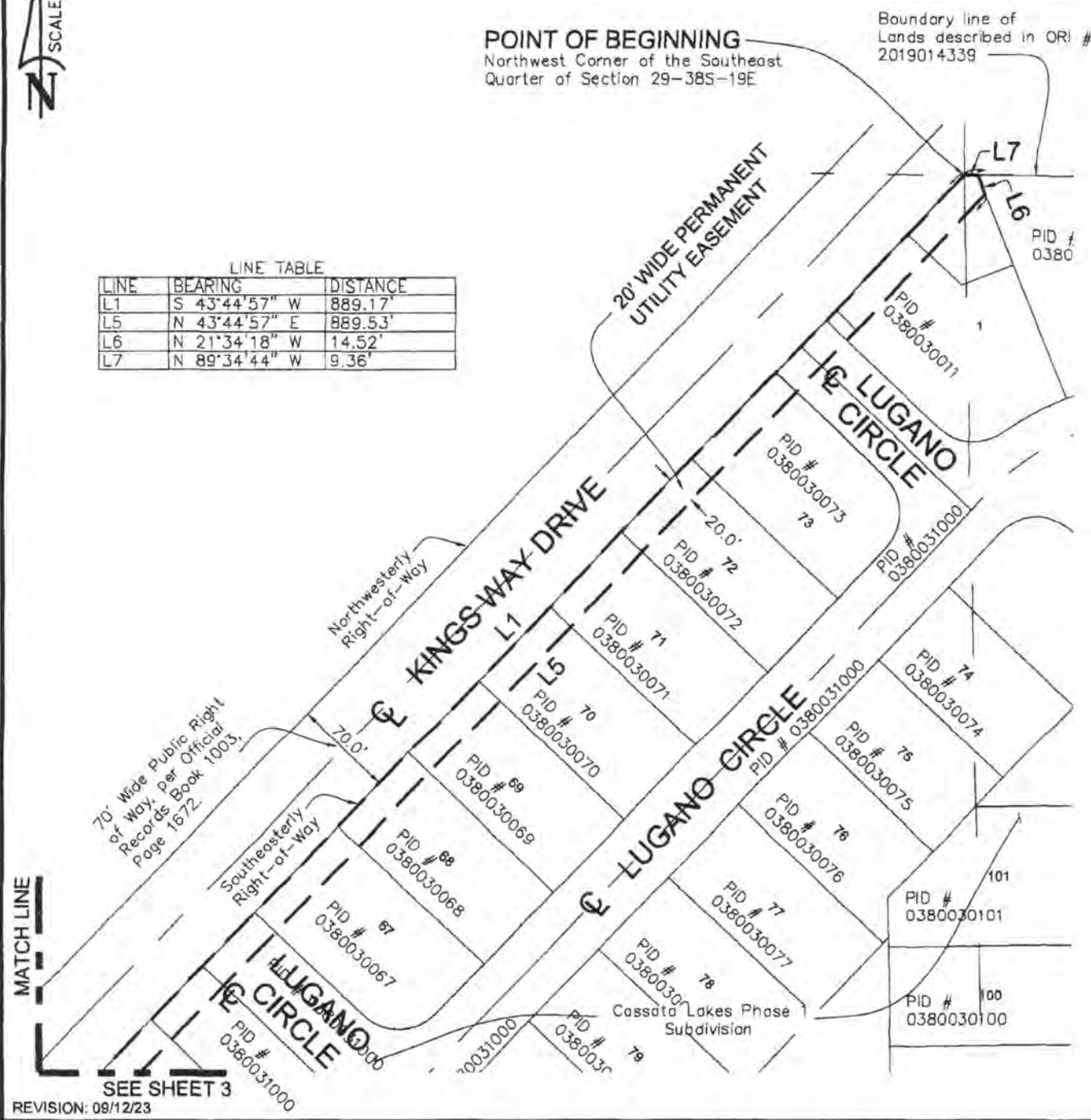


POINT OF BEGINNING
Northwest Corner of the Southeast
Quarter of Section 29-38S-19E

Boundary line of
Lands described in ORI #
2019014339

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 43°44'57" W	889.17'
L5	N 43°44'57" E	889.53'
L6	N 21°34'18" W	14.52'
L7	N 89°34'44" W	9.36'



MATCH LINE

SEE SHEET 3

REVISION: 08/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022

JOB NUMBER: 22-08-32A



BRITT SURVEYING, INC.

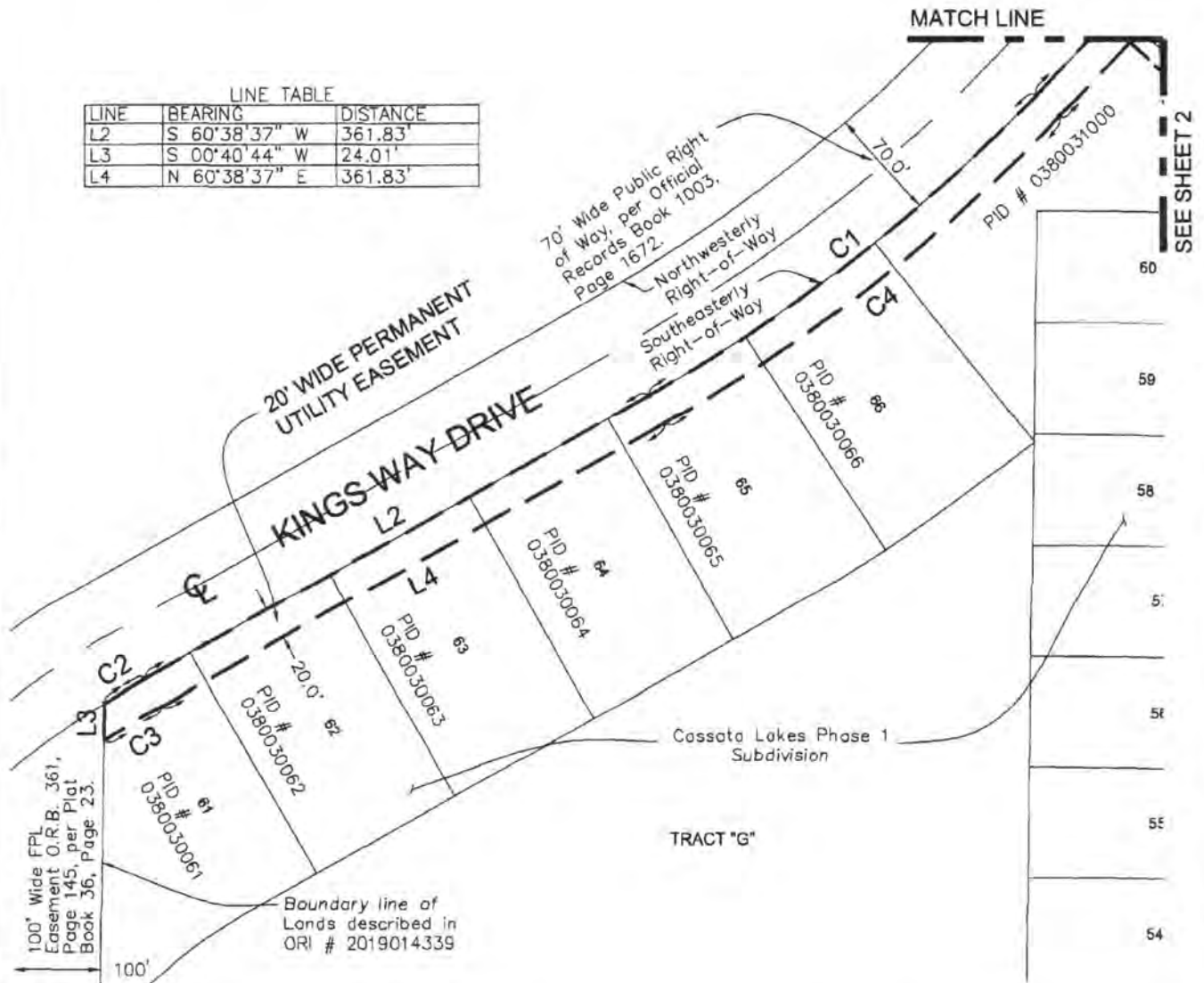
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SCALE: 1" = 100'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1,045.04'	16°53'39"	S 52°11'48" W	307.03'	308.14'
C2	595.14'	2°54'29"	S 59°11'22" W	30.20'	30.21'
C3	575.14'	4°12'32"	N 58°32'21" E	42.24'	42.25'
C4	1,065.04'	16°53'39"	N 52°11'48" E	312.90'	314.04'

LINE TABLE		
LINE	BEARING	DISTANCE
L2	S 60°38'37" W	361.83'
L3	S 00°40'44" W	24.01'
L4	N 60°38'37" E	361.83'



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32A



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SHEET 1 OF 10

DESCRIPTION:

A part of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida:

COMMENCE at the Northwest Corner of the Southeast Quarter of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida; thence S.43°44'57"W., along the southeasterly Right-of-Way line of Kings Way Drive as described Book 1103, Page 1672 of the Public Records of Sarasota County, Florida, a distance of 129.49 feet; thence S.46°15'03"E., a distance of 20.00 feet to the POINT OF BEGINNING; thence S.46°15'03"E., a distance of 88.82 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 79°39'25", a chord bearing of S.86°04'45"E., and a chord length of 32.02 feet; thence along the arc of said curve, an arc length of 34.76 feet to a point on a reverse curve to the right, having: a radius of 210.00 feet, a central angle of 12°09'39", a chord bearing of N.60°10'22"E., and a chord length of 44.49 feet; thence along the arc of said curve, an arc length of 44.57 feet; thence N.27°59'53"W., a distance of 90.64 feet; thence N.68°25'42"E., a distance of 14.61 feet; thence N.21°34'18"W., a distance of 33.12 feet, thence N.62°00'07"E., a distance of 1.77 feet; thence S.27°59'53"E., a distance of 124.37 feet to a point on a curve to the right, having: a radius of 210.00 feet, a central angle of 18°40'05", a chord bearing of N.81°05'14"E., and a chord length of 68.12 feet; thence along the arc of said curve, an arc length of 68.42 feet; thence S.89°34'44"E., a distance of 985.31 feet to a point on a curve to the right, having: a radius of 95.00 feet, a central angle of 88°55'36", a chord bearing of S.45°06'56"E., and a chord length of 133.09 feet; thence along the arc of said curve, an arc length of 147.45 feet; thence S.00°39'08"E., a distance of 569.49 feet; thence S.89°20'52"W., a distance of 10.00 feet; thence S.00°39'08"E., a distance of 63.30 feet to a point on a curve to the right, having: a radius of 85.00 feet, a central angle of 90°39'08", a chord bearing of S.44°40'26"W., and a chord length of 120.89 feet; thence along the arc of said curve, an arc length of 134.49 feet; thence WEST, a distance of 43.66 feet; thence SOUTH, a distance of 10.00 feet; thence WEST, a distance of 376.37 feet to POINT "A"; thence NORTH along LINE "A", a distance of 70.00 feet to POINT "B"; thence EAST, a distance of 420.03 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 90°39'08", a chord bearing of N.44°40'26"E., and a chord length of 35.56 feet; thence along the arc of said curve, an arc length of 39.55 feet; thence N.00°39'08"W., a distance of 632.79 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 88°55'36", a chord bearing of N.45°06'56"W., and a chord length of 35.02 feet; thence along the arc of said curve, an arc length of 38.80 feet; thence N.89°34'44"W., a distance of 420.07 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 91°04'24", a chord bearing of S.44°53'04"W., and a chord length of 35.68 feet; thence along the arc of said curve, an arc length of 39.74 feet; thence S.00°39'08"E., a distance of 635.88 feet to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 89°20'52", a chord bearing of S.45°19'34"E., and a chord length of 35.15 feet; thence along the arc of said curve, an arc length of 38.99 feet to POINT "B"; thence SOUTH along said LINE "A", a distance of 70.00 feet to POINT "A"; thence WEST, a distance of 178.70 feet; to a point on a curve to the left, having: a radius of 140.00 feet, a central angle of 26°18'36", a chord bearing of S.76°50'42"W., and a chord length of 63.72 feet; thence along the arc of said curve, an arc length of 64.29 feet; thence S.63°41'24"W., a distance of 284.99 feet to POINT "C"; thence N.26°18'38"W., along LINE "B", a distance of 70.00 feet to POINT "D"; thence N.63°41'24"E., a distance of 284.99 feet; to a point on a curve to the right, having: a radius of 210.00 feet, a central angle of 26°18'36", a chord bearing of N.76°50'42"E., and a chord length of 95.59 feet; thence along the arc of said curve, an arc length of 96.43 feet; thence N.90°00'00"W., a distance of 58.69 feet; to a point on a curve to the left, having: a radius of

continued to Sheet 2

NOTES:

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to depict the description shown hereon.
2. Description shown hereon has been prepared for this sketch.
3. BEARING BASIS: Bearings shown hereon refer to Grid, Florida State Plane Coordinate System, West Zone, North American Datum, 1983 (1990 adjustment). This survey is based on Sarasota County GPS points SAR 053 and SAR 054.
4. Sketch based on current title opinion prepared by J.Geoffrey Pflugner, Icard, Merrill, Cullis, Timm, Furen, and Ginsburg, P.A., dated July 19, 2023.



Digitally signed
by RANDALL E
BRITT
Date: 2023.09.19
12:13:14 -04'00'

RANDALL E. BRITT, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3879
NOTE: NOT VALID UNLESS IMPRINTED WITH EMBOSSED LAND SURVEYOR'S SEAL
OR VALIDATED SURVEYOR'S DIGITAL SIGNATURE ON PORTABLE DOCUMENT FILE

REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION
PERMANENT UTILITY EASEMENT

SHEET 2 OF 10

continued from Sheet 1;

25.00 feet, a central angle of 90°39'08", a chord bearing of N.44°40'26"E., and a chord length of 35.56 feet; thence along the arc of said curve, an arc length of 39.55 feet; thence N.00°39'08"W., a distance of 636.76 feet; to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 88°55'36", a chord bearing of N.45°06'56"W., and a chord length of 35.02 feet; thence along the arc of said curve, an arc length of 38.80 feet; thence N.89°34'44"W., a distance of 420.07 feet; to a point on a curve to the left, having: a radius of 25.00 feet, a central angle of 91°04'24", a chord bearing of S.44°53'04"W., and a chord length of 35.68 feet; thence along the arc of said curve, an arc length of 39.74 feet; thence S.00°39'08"E., a distance of 790.51 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 115°39'27", a chord bearing of S.58°28'52"E., and a chord length of 42.32 feet; thence along the arc of said curve, an arc length of 50.47 feet to POINT "D"; thence S.26°18'38"E., along LINE "B", a distance of 70.00 feet to POINT "C"; thence S.63°41'24"W., a distance of 699.35 feet; thence S.65°53'02"W., a distance of 26.62 feet, to a point on a curve to the right, having a radius of 35.00 feet, a central angle of 35°27'57", a chord bearing of N.84°43'03"W., and a chord length of 21.32 feet; thence along the arc of said curve, an arc length of 21.66 feet; thence N.66°59'05"W., a distance of 21.76 feet; to a point on a curve to the right, having a radius of 35.00 feet, a central angle of 29°16'37", a chord bearing of N.52°20'46"W., and a chord length of 17.69 feet; thence along the arc of said curve, an arc length of 17.88 feet; to a point on a compound curve to the right, having a radius of 35.00 feet, a central angle of 38°24'47", a chord bearing of N.18°30'05"W., and a chord length of 23.03 feet; thence along the arc of said curve, an arc length of 23.47 feet; thence N.00°42'19"E., a distance of 694.97 feet; to a point on a curve to the left, having a radius of 15.00 feet, a central angle of 46°57'21", a chord bearing of N.22°46'22"W., and a chord length of 11.95 feet; thence along the arc of said curve, an arc length of 12.29 feet; thence N.46°15'03"W., a distance of 92.92 feet; thence N.43°44'57"E., a distance of 124.00 feet; thence S.46°15'03"E., a distance of 85.00 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of N.88°44'57"E., and a chord length of 35.36 feet; thence along the arc of said curve, an arc length of 39.27 feet; thence N.43°44'57"E., a distance of 451.00 feet to POINT "E"; thence S.46°15'03"E., along LINE "C", a distance of 70.00 feet to POINT "F"; thence S.43°44'57"W., a distance of 508.78 feet; to a point on a curve to the left, having a radius of 190.00 feet, a central angle of 43°02'39", a chord bearing of S.22°13'38"W., and a chord length of 139.41 feet; thence along the arc of said curve, an arc length of 142.74 feet; thence S.00°42'19"W., a distance of 504.05 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 117°00'55", a chord bearing of S.57°48'08"E., and a chord length of 42.64 feet; thence along the arc of said curve, an arc length of 51.06 feet; thence N.63°41'24"E., a distance of 509.09 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 64°20'33", a chord bearing of N.31°31'08"E., and a chord length of 26.62 feet; thence along the arc of said curve, an arc length of 28.07 feet; thence N.00°39'08"W., a distance of 803.34 feet; to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 135°35'54", a chord bearing of N.68°27'05"W., and a chord length of 46.29 feet; thence along the arc of said curve, an arc length of 59.77 feet; thence S.43°44'57"W., a distance of 62.74 feet to POINT "F"; thence N.46°15'03"W., along LINE "C", a distance of 70.00 feet to a point on a curve to the left, same being POINT "E" having a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of N.01°15'03"W., and a chord length of 35.36 feet; thence along the arc of said curve, an arc length of 39.27 feet; thence N.46°15'03"W., a distance of 85.00 feet; thence N.43°44'57"E., a distance of 70.00 feet to the POINT OF BEGINNING.

Parcel contains 482489 square feet, or 11.0764 acres, more or less.

REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsl@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SHEET 3 OF 10

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 43°44'57" E	129.49'
L2	S 46°15'03" E	20.00'
L3	S 46°15'03" E	88.82'
L4	N 27°59'53" W	90.64'
L5	N 68°25'42" E	14.61'
L6	N 21°34'18" W	33.12'
L7	N 62°00'07" E	1.77'
L8	S 27°59'53" E	124.37'
L9	S 89°34'44" E	985.31'
L10	S 00°39'08" E	569.49'
L11	S 89°20'52" W	10.00'
L12	S 00°39'08" E	63.30'
L13	WEST	43.66'
L14	SOUTH	10.00'
L15	WEST	376.37'
L16	NORTH	70.00'
L17	EAST	420.03'
L18	N 00°39'08" W	632.79'
L19	N 89°34'44" W	420.07'
L20	S 00°39'08" E	635.88'
L21	WEST	178.70'
L22	S 63°41'24" W	284.99'
L23	N 28°18'36" W	70.00'
L24	N 63°41'24" E	284.99'
L25	N 90°00'00" W	58.69'
L26	N 00°39'08" W	636.76'
L27	N 89°34'44" W	420.07'
L28	S 00°39'08" E	790.51'
L29	S 63°41'24" W	699.35'
L30	S 65°53'02" W	26.62'
L31	N 66°59'05" W	21.76'
L32	N 00°42'19" E	694.97'
L33	N 46°15'03" W	92.92'
L34	N 43°44'57" E	124.00'
L35	S 46°15'03" E	85.00'
L36	N 43°44'57" E	451.00'
L37	S 46°15'03" E	70.00'
L38	S 43°44'57" W	508.78'
L39	S 00°42'19" W	504.05'
L40	N 63°41'24" E	509.09'
L41	N 00°39'08" W	803.34'
L42	S 43°44'57" W	62.74'
L43	N 46°15'03" W	85.00'
L44	N 43°44'57" E	70.00'

REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	25.00'	79°39'25"	S 86°04'45" E	32.02'	34.76'
C2	210.00'	12°09'39"	N 60°10'22" E	44.49'	44.57'
C3	210.00'	18°40'05"	N 81°05'14" E	68.12'	68.42'
C4	95.00'	88°55'36"	N 45°06'56" W	133.09'	147.45'
C5	85.00'	90°39'08"	N 44°40'26" E	120.89'	134.49'
C6	25.00'	90°39'08"	N 44°40'26" E	35.56'	39.55'
C7	25.00'	88°55'36"	N 45°06'56" W	35.02'	38.80'
C8	25.00'	91°04'24"	S 44°53'04" W	35.68'	39.74'
C9	25.00'	89°20'52"	S 45°19'34" E	35.15'	38.99'
C10	140.00'	26°18'36"	S 76°50'42" W	63.72'	64.29'
C11	210.00'	26°18'36"	N 76°50'42" E	95.59'	96.43'
C12	25.00'	90°39'08"	N 44°40'26" E	35.56'	39.55'
C13	25.00'	88°55'36"	N 45°06'56" W	35.02'	38.80'
C14	25.00'	91°04'24"	S 44°53'04" W	35.68'	39.74'
C15	25.00'	115°39'27"	S 58°28'52" E	42.32'	50.47'
C16	35.00'	35°27'57"	N 84°43'03" W	21.32'	21.66'
C17	35.00'	29°16'37"	N 52°20'46" W	17.69'	17.88'
C18	35.00'	38°24'47"	N 18°30'05" W	23.03'	23.47'
C19	15.00'	46°57'21"	N 22°46'22" W	11.95'	12.29'
C20	25.00'	90°00'00"	N 88°44'57" E	35.36'	39.27'
C21	190.00'	43°02'39"	S 22°13'38" W	139.41'	142.74'
C22	25.00'	117°00'55"	S 57°48'08" E	42.64'	51.06'
C23	25.00'	64°20'33"	N 31°31'08" E	26.62'	28.07'
C24	25.00'	135°35'54"	N 68°27'05" W	46.29'	59.17'
C25	25.00'	90°00'00"	N 01°15'03" W	35.36'	39.27'

REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C



BRITT SURVEYING, INC.

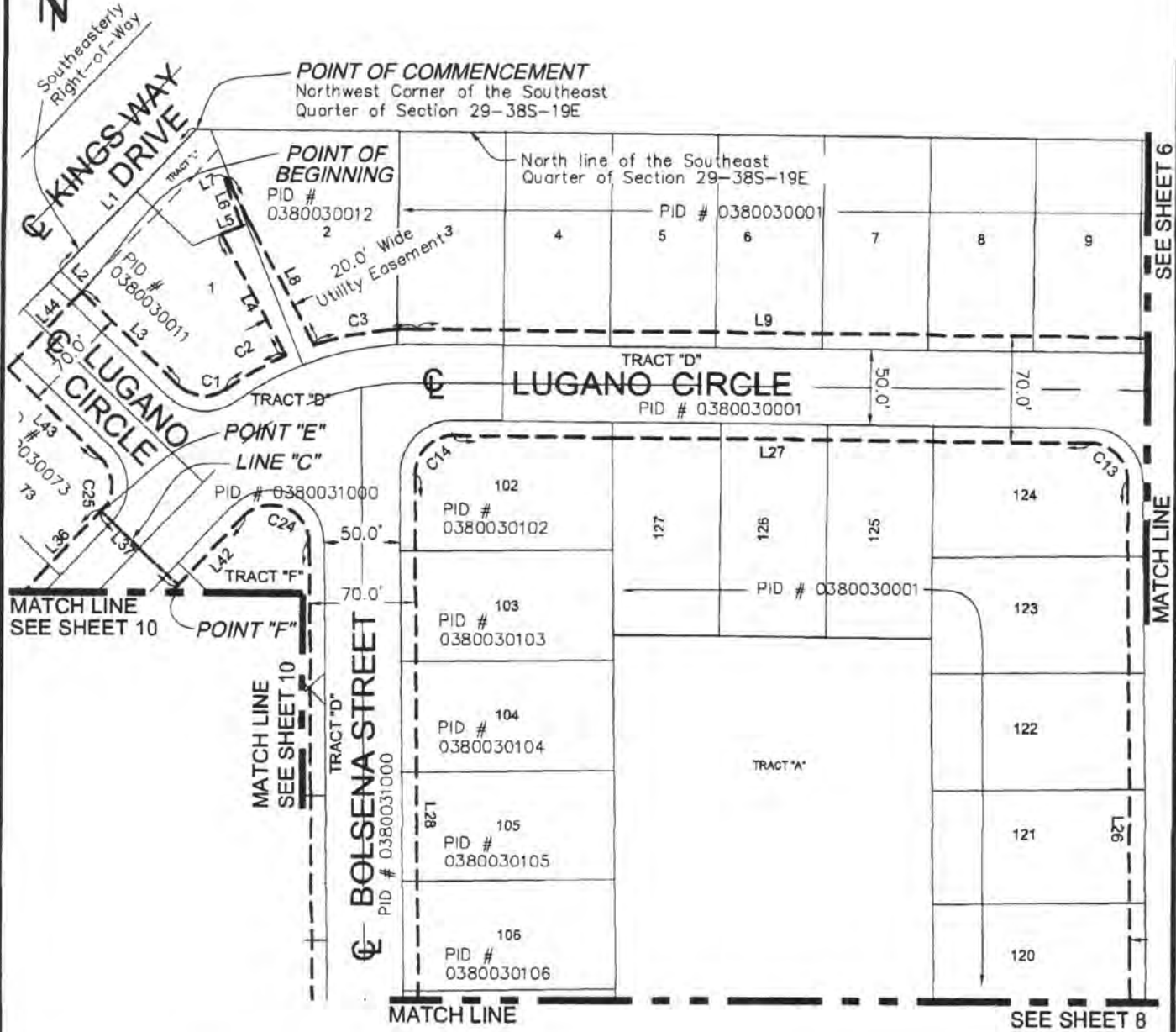
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsl@brittsurveying.com

SKETCH OF DESCRIPTION

PERMANENT UTILITY EASEMENT

SHEET 5 OF 10

SCALE: 1" = 100'



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C

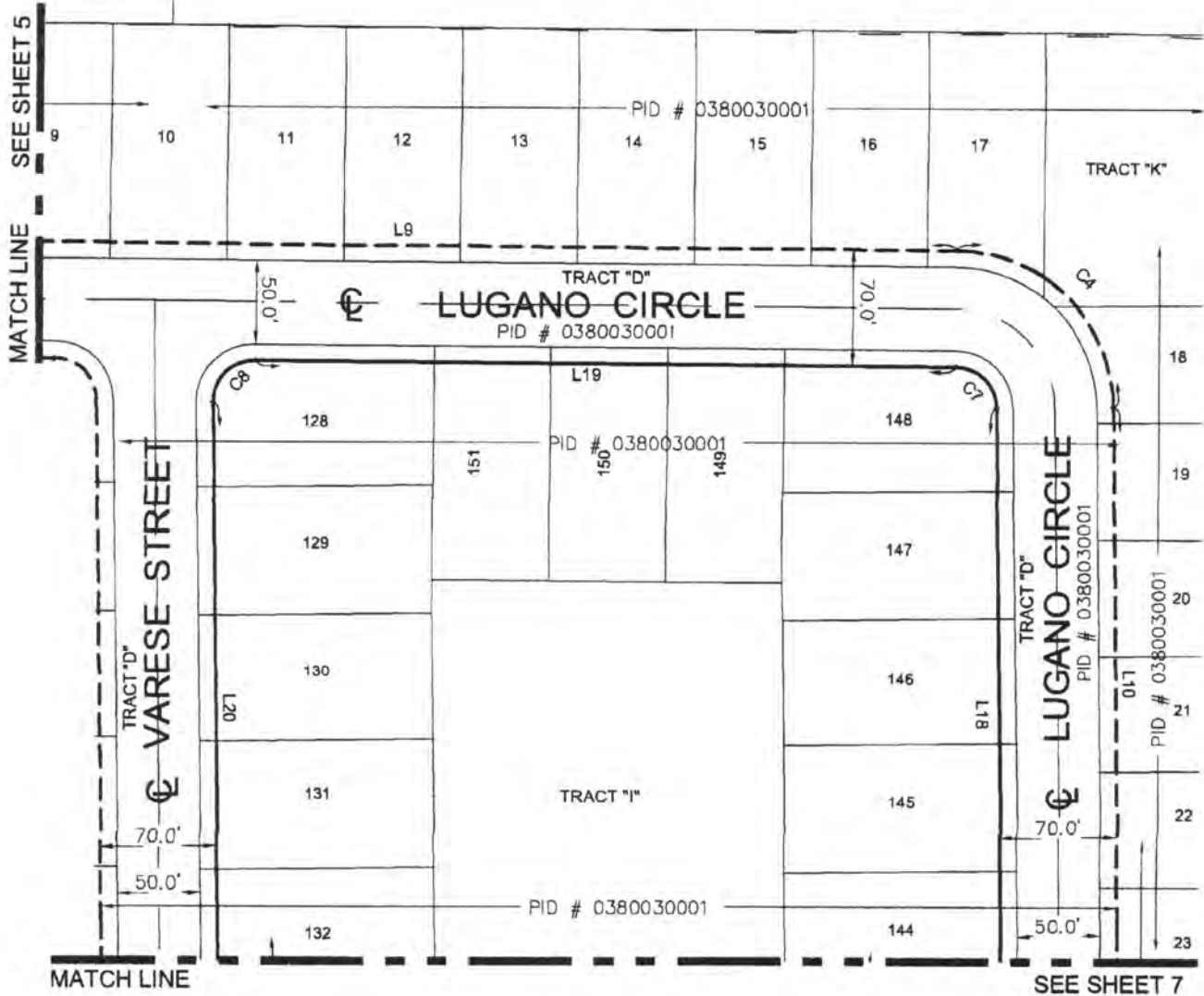


BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
 680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
 Telephone: (941) 493-1396
 Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION
PERMANENT UTILITY EASEMENT

SHEET 6 OF 10



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C



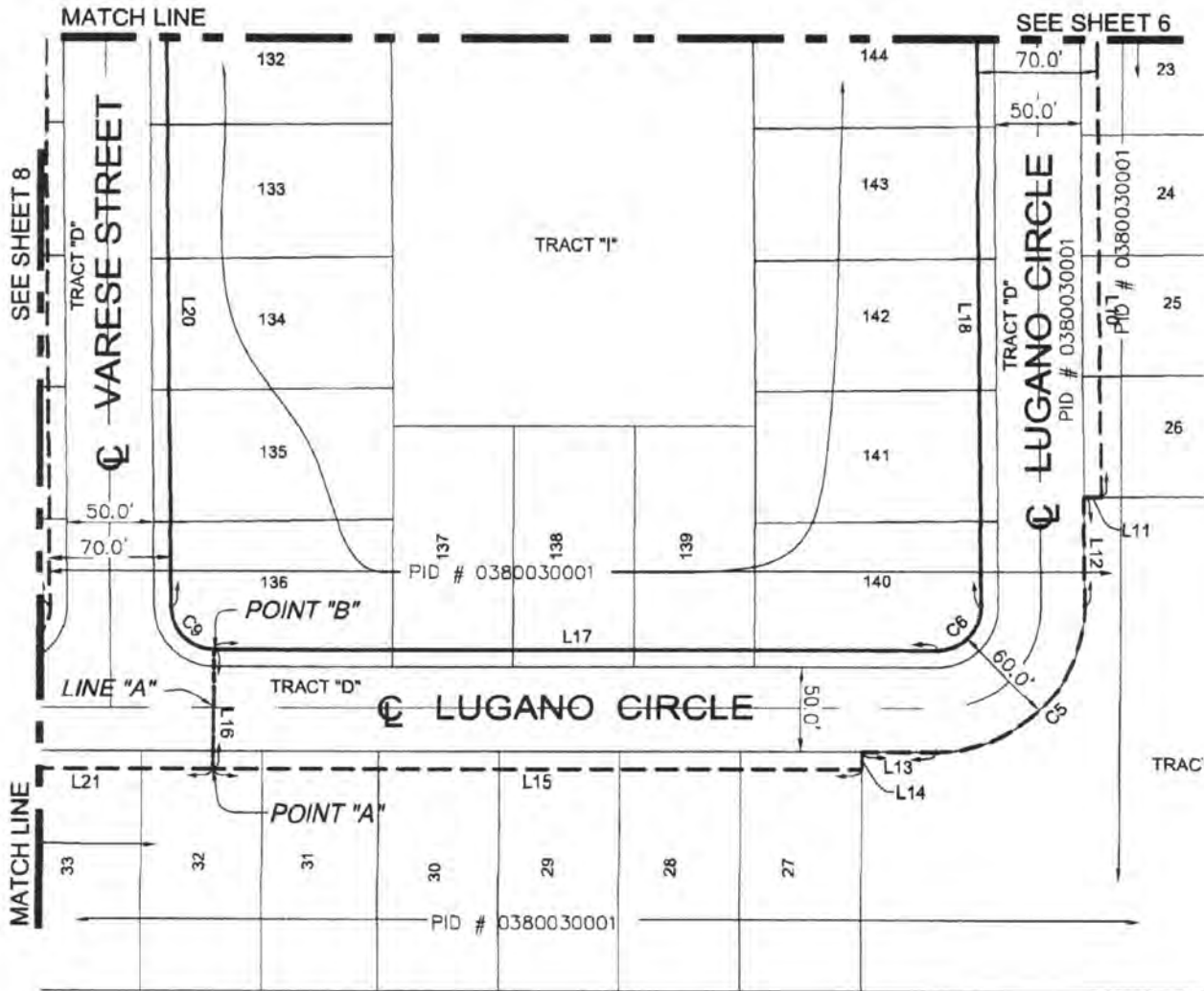
BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION
PERMANENT UTILITY EASEMENT

SHEET 7 OF 10

SCALE: 1" = 100'



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

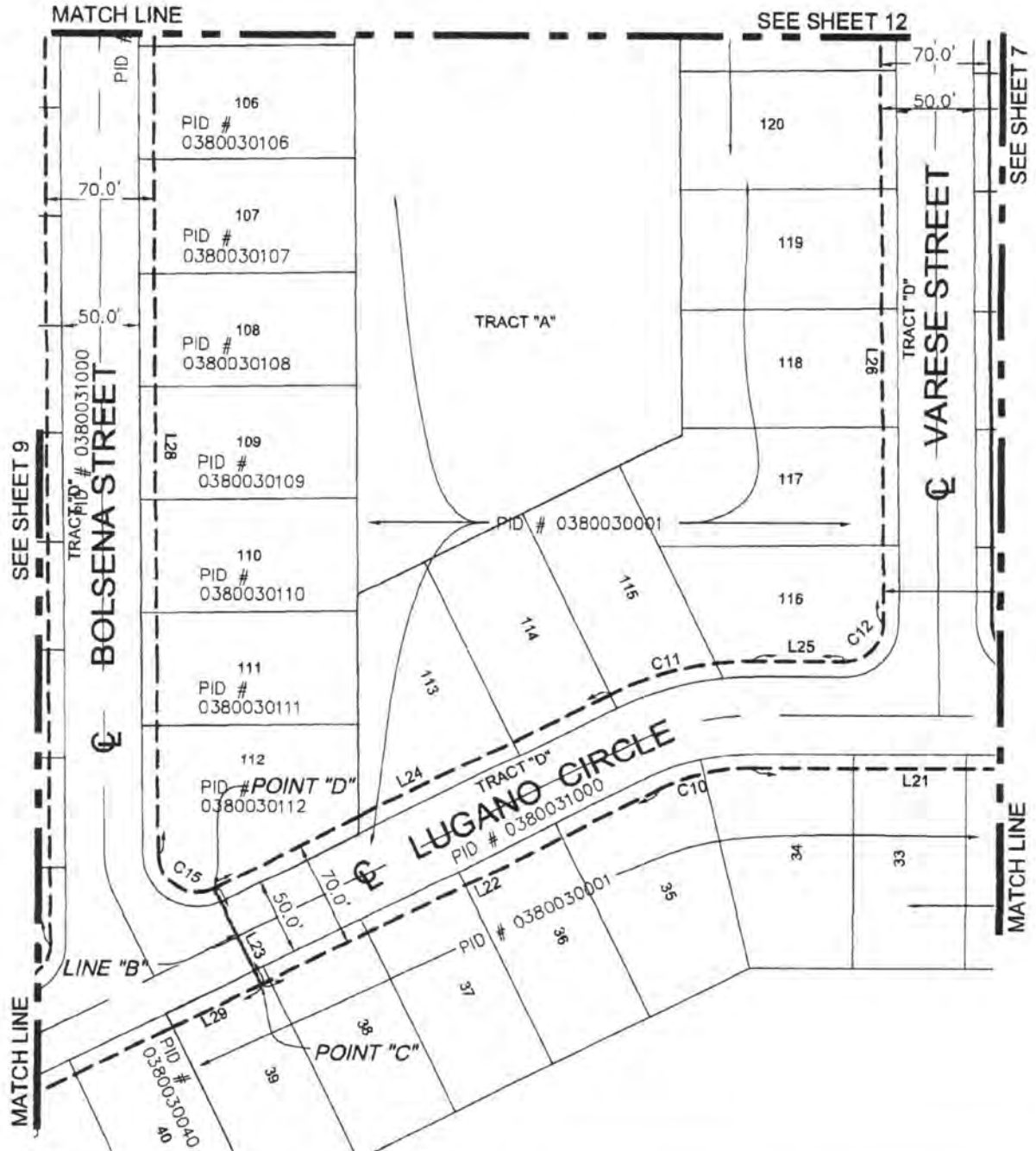
DATE: September 16, 2022
JOB NUMBER: 22-08-32C



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION
PERMANENT UTILITY EASEMENT



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C

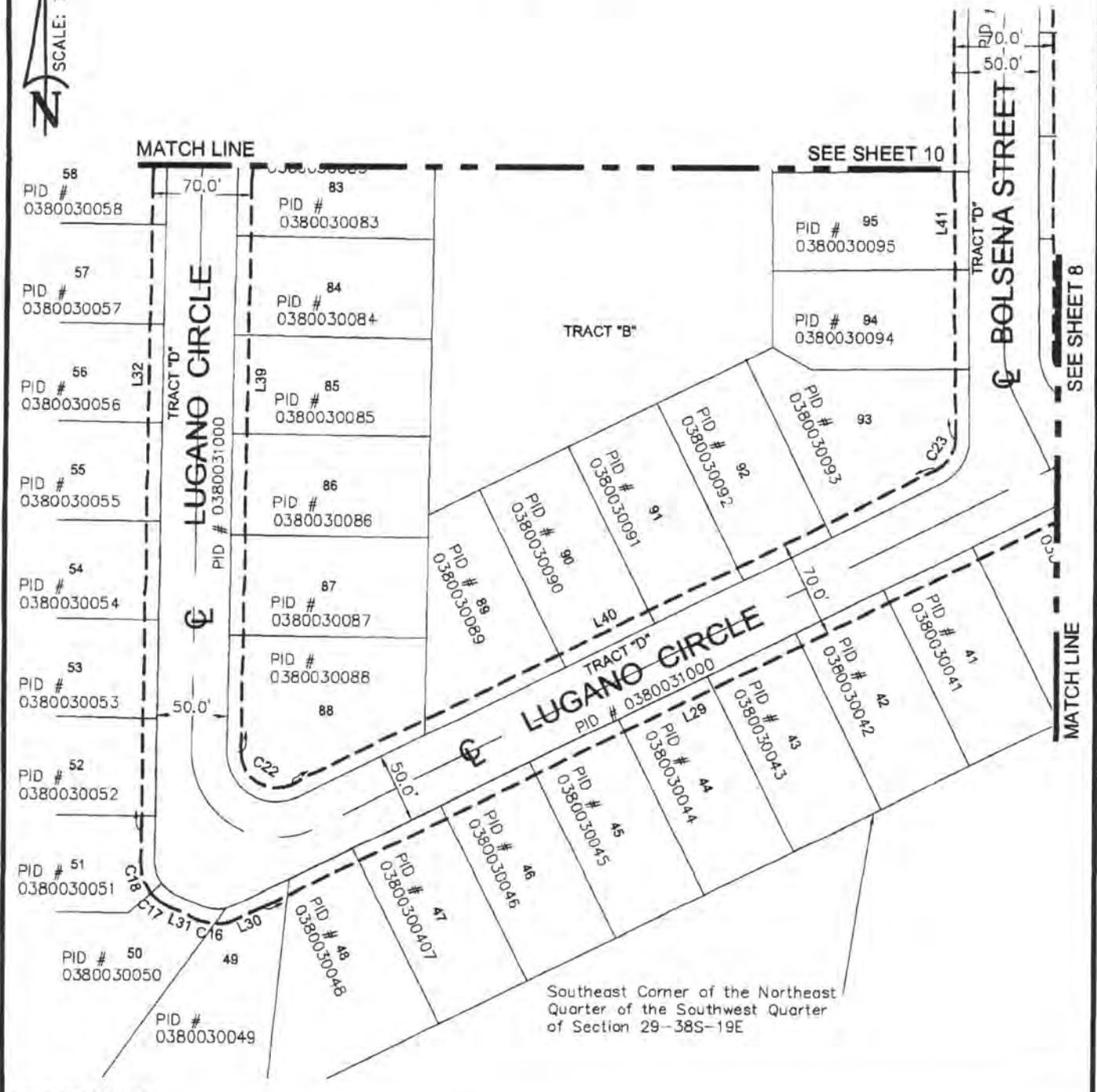


BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION PERMANENT UTILITY EASEMENT

SHEET 9 OF 10



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022

JOB NUMBER: 22-08-32C

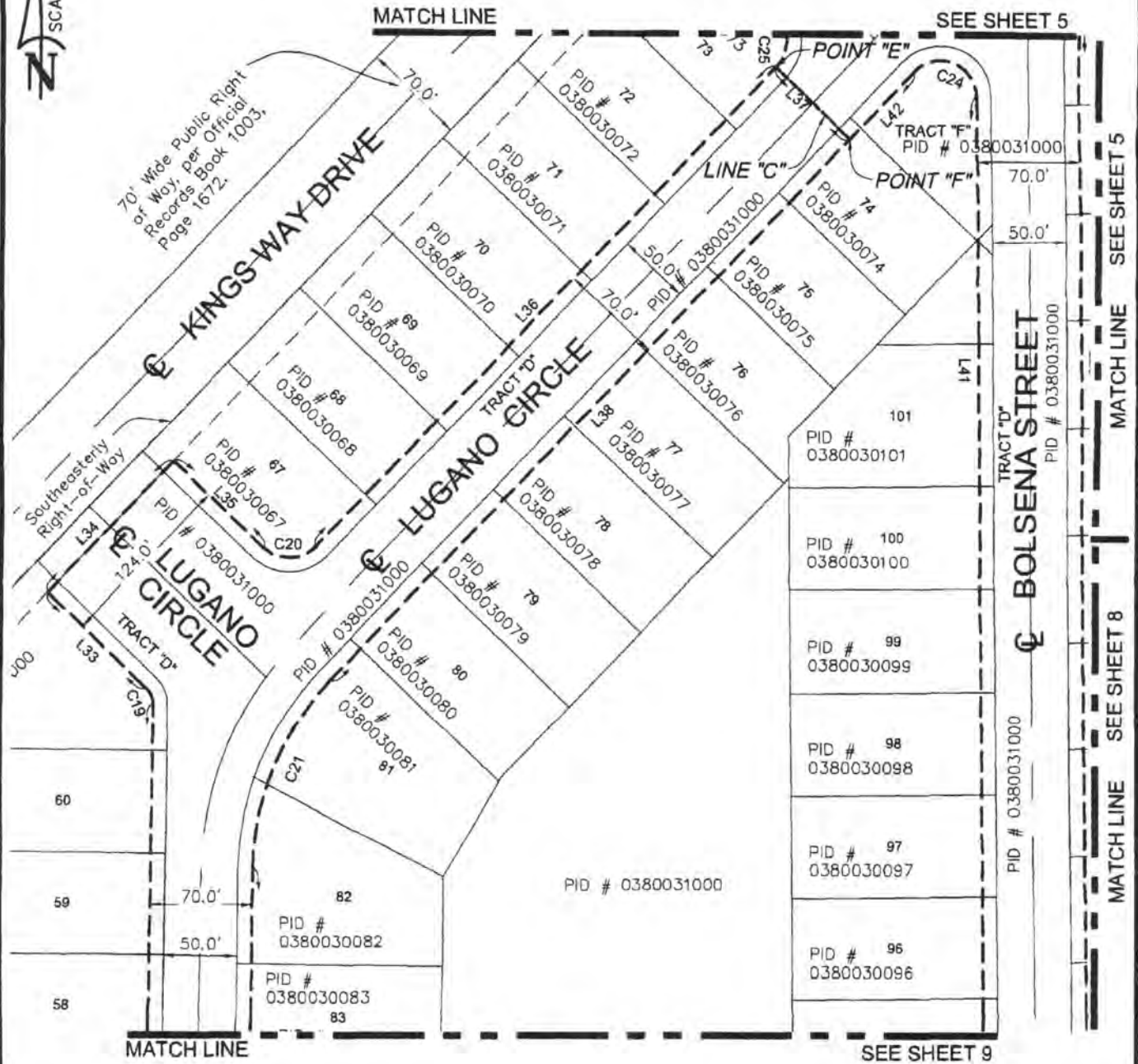


BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
 680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34265
 Telephone: (941) 493-1396
 Email: bsi@brittsurveying.com

SKETCH OF DESCRIPTION
PERMANENT UTILITY EASEMENT

SHEET 10 OF 10



REVISION: 09/12/23

PREPARED FOR:
CASSATA LAKES PHASES 1 & 2

DATE: September 16, 2022
JOB NUMBER: 22-08-32C



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
680 US 41 Bypass N., Suite #1 VENICE, FLORIDA, 34285
Telephone: (941) 493-1396
Email: bsl@brittsurveying.com