

J. Geoffrey Pflugner  
Attorney at Law

September 7, 2022

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icardmerrill.com

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

Re: *Plat of Cassata Lakes – Phase 1– 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; subordinated by Subordination Agreement recorded August 6, 2020 recorded in Official Records Instrument No. 2020105333;
- 2) Mortgage and Security Agreement by and between Cassata Properties, LLC, a Florida limited liability company, Mortgagor, and **Cadence Bank, N.A.**, Mortgagee, in the principal amount of \$5,100,403.80 dated August 6, 2020 and recorded August 6, 2020 in Official Records Instrument 2020105329, Public Records of Sarasota County, Florida;

**Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.**  
Offices in Sarasota, Manatee, and Charlotte Counties  
Established 1955

- 3) Assignment of Leases, Contracts, Rents and Profits by and between Cassata Properties, LLC, a Florida limited liability company, Assignor, and **Cadence Bank, N.A.**, Assignee, recorded August 6, 2020 in Official Records Instrument 2020105330;
- 4) UCC Financing Statement by and between Cassata Properties, LLC, Debtor, and **Cadence Bank, N.A.**, Secured Party, recorded August 6, 2020 in Official Records Instrument 2020105331;
- 5) Assignment of Leases, Contracts, Rents and Profits dated February 1, 2019 recorded in Official Records Instrument No. 2019014338, as affected by Subordination Agreement recorded August 6, 2020 in Official Records Instrument No. 2020105333 (**Cassata Funding, LLC**);
- 6) UCC-Financing Statement dated February 1, 2019 in Official Records Instrument No. 201907634744, as affected by Subordination Agreement recorded August 5, 2020 recorded in Official Records Instrument No. 2020105333 (**Cadence Bank, N.A. and Cassata Funding, LLC**).

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 instrument(s) recorded in Official Records Book 361, Page 145 ;

E. Other Instruments: None.

**II. Taxes and Assessments:**

PID No.	Tax Year	Status	Date Paid	Receipt No.
0380030001	2021	PAID	11/24/2021	9059854.0001

This opinion may be relied upon only by the parties to whom it is addressed and only for the Plat of Cassata Lakes. 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 September 6, 2022 @ 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.

By: \_\_\_\_\_

J. Geoffrey Pflugner

{EXHIBIT A ON FOLLOWING PAGE}

# EXHIBIT A

DESCRIPTION: CASSATA LAKES PHASE 1

9/6/2022

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 S.89°34'44"E. along the North line of said Southeast Quarter of the Section 29, a distance of 133.99 feet; thence S.00°25'16"W. a distance of 140.40 feet; to a point on a curve to the right having: a radius of 200.00 feet, a central angle of 03°38'15", a chord bearing of N.88°36'09"E., and a chord length of 12.70 feet; thence along the arc of said curve, an arc length of 12.70 feet; thence S.89°34'44"E. a distance of 57.31 feet; thence S.00°25'16"W. a distance of 50.00 feet; thence S.89°34'44"E. a distance of 72.19 feet; thence S.00°39'08"E. a distance of 140.02 feet; thence S.89°34'44"E. a distance of 210.04 feet; thence S.00°39'08"E. a distance of 411.79 feet; thence S.63°41'24"W. a distance of 232.97 feet; thence S.00°39'08"E. a distance of 155.31 feet; thence S.63°41'24"W. a distance of 99.67 feet; thence S.26°18'36"E. a distance of 50.00 feet; thence S.63°41'24"W. a distance of 63.55 feet; thence S.26°18'36"E. a distance of 140.00 feet; thence S.63°41'24"W. a distance of 923.50 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 Northeast 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 Northeast Quarter of the Southwest Quarter of said Section 29, a distance of 700.58 feet to the West line said Northeast Quarter of the Southwest Quarter of Section 29, same being the East boundary line of Laurel Landing Estates, recorded in Plat Book 36, Page 23, 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 ft. wide Public Right of Way, dedication of Road recorded in Official Records Book 1003, Page 1672, 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 Kings Way Drive the following four (4) courses: (1) 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.

Parcel contains 1460776 square feet or, 33.5348 acres, more or less.

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45,838.80  
57.50

I.C. 1)

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2019014339 6 PG(S)  
February 05 2019 03 27 06 PM  
KAREN E RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

Doc Stamp-Deed. \$45 838 80  


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**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 1<sup>st</sup> 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

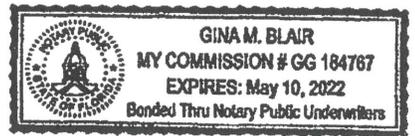
STATE OF Florida  
COUNTY OF Sarasota

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

[Signature]  
Notary Public. State of \_\_\_\_\_

(Notary Seal)

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 Wheate  
Name: Brian Wheate

Carman Voldey  
Name: Carman 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)



Sarah Rose Elliott  
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

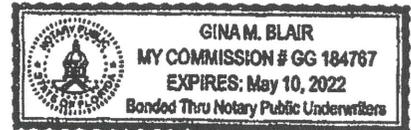
[Signature]  
Name: Pete Gedeon

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 1<sup>st</sup> 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

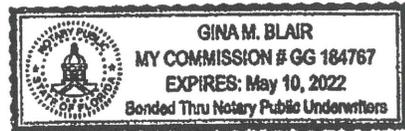
STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 1<sup>st</sup> 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.

I.D. 1)

6000.00

REC 361 PAGE 145

137924

RIGHT-OF-WAY AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS: that SHACKETT CREEK DEVELOPMENT COMPANY, a Florida corporation, of the County of Hillsborough and State of Florida, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to the Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, whose address is P. O. Box 3100 (25 S.E. 2nd Avenue), Miami, Florida, and to its successors and assigns, an easement forever for a right-of-way to be used for the construction, operation and maintenance of one or more electric transmission and distribution lines, including wires, poles, "H" frame structures, towers, anchors, guys, telephone and telegraph lines and appurtenant equipment, in, over, upon and across the following-described lands of the Grantor, situated in the County of Sarasota and State of Florida and more particularly described as follows:

The width of said right-of-way shall be as hereinafter described.

Parcel #1 - The Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4, all in Section 29, Township 38 South, Range 19 East.

A right-of-way 100 feet in width, being specifically the West 100 feet of the lands described in Parcel #1 above.

Parcel #2 - The West 1/2 of the East 1/2 of the Northwest 1/4 of Section 32, Township 38 South, Range 19 East, LESS road rights-of-way, and LESS parcel conveyed to Herbert H. Brown and Lucille Brown as described in Deed Book 529, Page 860, Public Records of Sarasota County, Florida.

The East 1/2 of the West 1/2 of the Northwest 1/4 of Section 32, Township 38 South, Range 19 East, LESS road rights-of-way, and LESS parcel conveyed to Lawrence A. Anderson and Juanita Anderson as described in Deed Book 589, Page 392, and LESS parcel conveyed to Leon S. Hunter and Daisy Marie Hunter as described in Official Record Book 22, Page 210 and in Official Record Book 236, Page 498, Public Records of Sarasota County, Florida.

A right-of-way 15 feet in width lying 7 1/2 feet on each side of a centerline over and across the lands described in Parcel #2; said centerline is described as follows:

Begin at a point 30 feet East of the Northwest corner of the East 1/2 of the Northwest 1/4 of said Section 32; thence South

SARASOTA COUNTY  
STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
APR 25 '62  
1200

ADJ  
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11/1/60

REC 361 PAGE 146

and parallel to the West line of said East 1/2 of Northwest 1/4 to a point on the South line thereof.

The right is also granted to install and maintain anchors, guy wires and stub poles on lands of Grantors beyond the limits of said 15-foot right-of-way as follows:

One anchor and guy wire to be located 50 feet East of said centerline at intervals of approximately 300 feet along said centerline and stub poles, anchors and guys to be located not more than 90 feet West of said centerline at intervals of approximately 300 feet along said centerline, together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission and distribution lines on the lands within the right-of-way above described, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above-mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and all trees of such height on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of said electric transmission and distributions lines, and also including the right of ingress and egress over adjoining lands of Grantor for the purpose of exercising the easement herein granted.

The Grantor, however, reserves the right and privilege to use the above-described right-of-way for agricultural and all other purposes except as herein granted or as might interfere with Grantee's use, occupation or enjoyment thereof; and provided further that no building, structure or obstruction other than roads, streets or canals shall be located or constructed on said right-of-way by the Grantor, its successors, heirs, or assigns.

Said roads, streets or canals shall not be located within and parallel to the boundaries of said right-of-way and shall not cross said right-of-way at an angle <sup>less</sup> ~~greater~~ than 45°, and no part thereof shall be closer than 25 feet to an existing pole structure location.

