

2/15/2024 9:42 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3143525

This instrument prepared by, or under the
supervision of (and after recording, return to):

Robert F. Greene, Esq.
Greene Hamrick Schermer & Johnson, P.A.
410 43rd St. W., Suite N
Bradenton, Florida 34209

Doc Stamp-Deed: \$0.70

(Reserved for Clerk of Court)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into as of the 14th day of February, 2024 (the "Effective Date") by and between **1060 Windsong, LLC**, a Florida limited liability company, **1140 Windsong, LLC**, a Florida limited liability company and **1142 Windsong, LLC**, a Florida limited liability company (individually a "CVP Owner" and collectively, the "CVP Owners") and **Siesta Beach House Condominium Association, Inc.**, a Florida not for profit corporation ("Association") and together with the CVP Owners, individually a "Party" and collectively, the "Parties").

R E C I T A L S:

A. Association is the condominium association that operates the Siesta Beach House, a Condominium ("Condominium") located in Sarasota County, Florida pursuant to Amended and Restated Declaration of Condominium For Siesta Beach House recorded in Official Records Instrument 2007119243 of the Public Records of Sarasota County Florida ("Declaration"). Vehicular and pedestrian access for condominium unit owners ("Condominium Unit Owners") to the Condominium is over a certain private right of way known as Windsong Lane, more particularly described in **Exhibit "A"** attached hereto ("Windsong Lane ROW"). The Windsong Lane ROW is one of the common elements of the Condominium ("Common Elements").

B. The CVP Owners are the owners of certain parcels of land located in Sarasota County, Florida, more particularly described in **Exhibit "B"** attached hereto (the "CVP Parcels"). The CVP Parcels will be improved with five (5) homes - 1140 Windsong (A & B), 1142 Windsong (A & B) and 1060 Windsong. Vehicular and pedestrian access to the CVP Parcels is over the Windsong Lane ROW.

C. The Windsong Lane ROW extends from Midnight Pass Road, a public road, on the East to the waters of the Gulf of Mexico ("Gulf") on the West. Access to a portion of the Windsong Lane ROW has been gated by the Association and access to the West of the existing

gate (“**Restricted Access Area**”) to the waters of the Gulf is restricted to pedestrian access and access devices are used to gain access (“**Access Devices**”).

D. The owners of the CVP Parcels desire to obtain documented ingress and egress easement rights over all portions of the Windsong Lane ROW and use rights as to Beach Area (defined below) which is part of the Common Elements in exchange for a recorded instrument requiring contribution to maintenance of the access improvements within Windsong Lane ROW and the Beach Area.

E. The CVP Owners desire to obtain, and the Association has agreed to grant and create, on the terms and conditions hereinafter set forth, a permanent non-exclusive easement over the Windsong Lane ROW and Beach Area in favor of and appurtenant to the CVP Parcels to be used in common with the Condominium Unit Owners and other property owners abutting the Windsong Lane ROW. The Association desires to obtain, and the CVP Owners have agreed to grant and create, on the terms and conditions hereinafter set forth, a permanent non-exclusive easement over the CVP Parcels where the Irrigation Facilities are now or hereafter located, in favor of the Association and appurtenant to the Condominium Common Elements to be used by the Association in common with the owners of the CVP Parcels.

NOW, THEREFORE, in consideration of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and the CVP Owners hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as if repeated at length.

2. **Grant of Access Easement by Association.** The Association hereby grants to the CVP Owners and the CVP Easement Beneficiaries (as hereinafter defined), a permanent and perpetual non-exclusive easement (the “**Access Easement**”), in favor of and appurtenant to the CVP Parcels to be used in common with the Condominium Unit Owners and their tenants and their successors, contractors, subcontractors, agents, invitees, licensees and assigns, over, under, across and upon the Windsong Lane ROW for ingress and egress to and use of the adjoining sand beach areas within the approximately fifty-three (53') foot wide and four hundred thirty (430') foot long Common Element beach area (“**Beach Area**”), and for the purpose of pedestrian and vehicular access over the vehicular roadway and pedestrian pathway within the Windsong Lane ROW improved for such purposes. For clarification, the grant of Access Easement does include recreational use of the Association’s Common Element Beach Area, excluding use of any beach chairs, umbrellas or other personal property that Association elects to provide to Association Members. CVP Owners and CVP Easement Beneficiaries shall not be permitted to establish daily service for beach chair, umbrella or tent set up and/or take down on the Common Element Beach Area. Further, CVP Owners and CVP Easement Beneficiaries must comply with the same regulations on types or placement of umbrellas and tents as Association Members, but shall only use backpack type/style beach chairs on the Beach Area. For purposes of this Easement Agreement, the term “**CVP Easement Beneficiaries**” shall mean CVP Owners and their tenants, and their successors, contractors, subcontractors, agents, invitees, licensees and assigns. Easement rights granted herein do not extend to any other properties other than the three CVP Parcels.

The Parties acknowledge and agree that the Association shall have the right to limit access over the Restricted Access Area to pedestrian use only and to maintain, repair and replace access facilities including the existing gate (“**Access Facilities**”) that control access through use of Access Devices, access codes or other means. Upon request from a CVP Owner, Association shall deliver to the CVP Owner three Access Devices or codes as may be required to gain access to the Restricted Access Area, subject to the requirement that the CVP Owner reimburse Association for the cost incurred by Association in providing the Access Devices (\$100 replacement cost currently per Access Device). The CVP Owners agree that use and possession of the Access Devices shall be limited to the CVP Owners and tenants in possession of the CVP Parcels from time to time. Notwithstanding anything to the contrary contained in this Easement Agreement, in no event shall the Association limit the CVP Owners or the CVP Easement Beneficiaries use of the portions of the Windsong Lane ROW not within the Restricted Access Area, it being the understanding that (i) any closures of such Windsong Lane ROW shall be temporary and limited in nature such that only the portions of the Windsong Lane ROW that are required to be closed for purposes of maintenance shall in fact be closed and the closure shall only be for the limited period of time necessary to effectuate such maintenance, and (ii) any closure of the Windsong Lane ROW shall only be a partial closure, and CVP Owners and CVP Easement Beneficiaries shall have access to the CVP Parcels through such portion of the Windsong Lane ROW that is not closed. Notwithstanding anything to the contrary contained in this Easement Agreement, in no event shall the CVP Owners limit the Association Unit Owners (and their successors, contractors, subcontractors, agents, invitees, licensees, tenants and assigns), use of the Windsong Lane ROW, except in connection with resurfacing of the Windsong Lane ROW as hereafter provided.

Use of the Beach Area by CVP Owners is subject to reasonable and non-discriminatory restrictions established by Association that apply equally to Association members, including that no tents shall be placed in the Beach Area past the no tent line as established by the Association. In addition, CVP Owners agree that use of the Beach Area shall be in accordance with the wristband policy of the Association, which policy shall always include a requirement that anyone 12 years of age or older to wear a wristband when on the Beach Area. Children under 12 shall remain exempt. Association agrees to provide a maximum of sixty (60) wristbands to CVP Owners to be distributed to CVP Easement Beneficiaries as the CVP Owners may determine from time to time. Association agrees to provide replacement wristbands in the event wristbands are lost or stolen at the cost stated above upon written request from one of the CVP Owners and that until the replacement wristband can be provided, access to the Beach Area will continue to be provided to the person identified by the CVP Owner in the written request. Costs for replacement Access Devices and wristbands may be set and/or increased by Association consistent with increases in costs charged to its members.

3. Maintenance and Repair. Except as hereafter provided, the Association shall be responsible to maintain, repair and replace (i) the roadway, pedestrian path, gate and other access improvements within the Windsong Lane ROW (“**Access Improvements**”), and (ii) the Beach Area (“**Beach Area Maintenance**”) in a commercially reasonable manner and in a manner which does not otherwise impede CVP Owners and the CVP Easement Beneficiaries easement rights granted hereunder. Commencing January 1, 2024: (i) each CVP Owner shall reimburse the Association for a pro-rata share of all costs and expenses incurred by Association in connection with the maintenance, repair and replacement of the Access Improvements and expenses for maintenance of drainage improvements for the Windsong Lane ROW, including

road grates and drainage swales (“**Access Improvements Maintenance**”), and (ii) each CVP Owner shall pay to the Association a fixed reimbursement for Beach Area Maintenance in the annual fixed amount of \$5,000 per home (\$10,000 for 1140 Windsong, \$10,000 for 1142 Windsong and \$5,000 for 1060 Windsong) (collectively, the “**CVP Owner Share**”). The CVP Owner Share shall be payable in advance in quarterly installments due on the first day of each calendar quarter with billing by the Association to be based on estimated expenses of Access Improvements Maintenance and fixed amounts provided herein for Beach Area Maintenance. Actual expenses for Access Improvements Maintenance shall be calculated after each calendar year and any overpayment shall be credited to the payments next due and any underpayment shall be billed with the first quarterly installment the following year. Notwithstanding the forgoing, 50% of the first year Beach Area Maintenance reimbursement for 2024 shall be payable in advance (total of \$12,500) due within three (3) business days after the Effective Date of this Easement Agreement and the remaining 50% for 2024 shall be due on July 1, 2024. Commencing in 2025, Beach Area Maintenance shall be billed quarterly in advance. The amount of the fixed reimbursement for Beach Area Maintenance shall increase 10% on January 1, 2029 and every five (5) years thereafter. Payments will be considered delinquent if not paid within thirty (30) days following the issuance of CVP Owner’s invoice from Association. Each CVP Owner pro-rata share of Access Improvements Maintenance expenses shall be a percentage calculated by dividing the number of residential units now or hereafter existing on the CVP Parcel by the total number of residential units using the Windsong Lane ROW including all units within the Condominium. The total pro-rata share of the CVP Owners for Access Improvements Maintenance is 18.375 % (7.35% for 1140 Windsong, 7.35% for 1142 Windsong and 3.675% for 1060 Windsong). In addition to the forgoing CVP Owner Share, the CVP Owners agree that within ninety (90) days after completion of redevelopment planned for the CVP Parcels, the CVP Owners at their sole expense shall contract for and resurface the paved portions of the Windsong Lane ROW (“**Resurfacing Work**”). Association consents to the performance of the Resurfacing Work by the CVP Owners and the CVP Owners agree to coordinate with the Association as to the schedule for the Resurfacing Work to minimize the disruption to use of the Windsong Lane ROW as is commercial reasonable.

4. **Default.** In the event of a default under this Easement Agreement by a Party, the other Party shall have all rights and remedies available at law, in equity or under this Easement Agreement. In any action at law or in equity between the Parties occasioned by a default hereunder, the Prevailing Party shall be entitled to collect its reasonable attorneys’ fees, costs, and expenses incurred in the action from the non-prevailing Party at trial and all appellate levels, as well as fees, costs and expenses incurred by the Prevailing Party for presuit resolution efforts. As used herein, the term “**Prevailing Party**” shall mean the Party who receives substantially the relief sought.

(a) **Lien Rights.** Further, in the event any CVP Owner fails to timely pay the CVP Owner Share when due pursuant to Paragraph 4 hereon, Association shall have the right to record a claim of lien in the Public Records of Sarasota County, Florida after issuance of not less than 30 days’ prior notice of its intent to record a claim of lien period. The claim of lien shall secure the unpaid CVP Owner Share, as well as interest accruing at the highest rate allowed by law and expenses and costs incurred by the Association incident to the collection process. The Association may bring an action in its name to foreclose the claim of lien, and/or may bring an action to recover a money judgement for the unpaid amounts. The Association shall be entitled to collect its attorneys’ fees, costs, and expenses incurred in such action.

(b) **Suspension Rights.** in addition to all of the rights set forth herein, the association shall have the right to suspend the access rights to the Beach Area of a CVP Owner for failing to comply with the terms herein upon not less than thirty (30) days' prior written notice.

5. Miscellaneous.

- (a) **Governing Law.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action shall be Sarasota County, Florida.
- (b) **Counterparts.** This Easement Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.
- (c) **Construction.** The section headings contained in this Easement Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Easement Agreement have participated fully in the negotiation of this Easement Agreement, and accordingly, this Easement Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Easement Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.
- (d) **Notices.** Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by hand, (ii) three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, (iii) one (1) business day after deposit with federal express or UPS or other nationally recognized overnight courier, and (iv) when delivered via electronic mail and addressed to the principal office address of such Party as set forth on Sunbiz (or to such other address as either party shall hereafter specify to the other in writing).
- (e) **Severability.** In the event any term or provision of this Easement Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement Agreement shall be construed in full force and effect.
- (f) **Successors and Assigns.** This Easement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns and easements granted herein shall run with the title to the benefitted properties.
- (g) **Exhibits.** All of the Exhibits attached to this Easement Agreement are incorporated in, and made a part of, this Easement Agreement.
- (h) **No Public Dedication.** This Easement Agreement shall not be construed, expressly or by implication, as a dedication to the public for public use and the parties may, by mutual agreement, terminate or modify their respective rights and

obligations hereunder without the consent of any governmental authority or agency.

- (i) **No Waiver.** No delay or omission in the exercise of any right accruing upon any default shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of this Easement Agreement by a party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement Agreement.
- (j) **No Termination for Breach.** Notwithstanding the foregoing to the contrary, no breach under this Easement Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Easement Agreement.
- (k) **Attorney's Fees.** In the event of litigation between the Parties concerning or arising out of this Agreement, the prevailing party shall have the right to recover its reasonable attorney's fees from the non-prevailing Party.

6. Reservations. The Association hereby reserves all rights of ownership in and to the Windsong Lane ROW and Beach Area which are not inconsistent with the easements granted pursuant to this Easement Agreement, including, without limitation, the right to grant further easements on, over and across the Windsong Lane ROW and the right to use the Windsong Lane ROW for all uses not materially interfering with the easements granted pursuant to this Easement Agreement.

7. Insurance. Each CVP Owner agrees to maintain at all times during the term of this Agreement, general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 for all occurrences, which insurance shall name Association as an additional insured party and include a waiver of subrogation. Certificates of CVP Owner insurance with waiver of subrogation listed shall be provided to Association upon request.

8. Amendments. Subject to the other provisions hereof, the provisions of this Easement Agreement relating to the easements may not be amended, modified or terminated except by written agreement of the Association and the then owners of the CVP Parcels. Further, no modification or amendment shall be effective unless in writing signed by all Parties and recorded in the Public Records of Sarasota County, Florida.

9. Estoppe Certificates. Any Party hereto may, at any time and from time to time, deliver a written notice to the other Party or its successors-in-title requesting such Party to execute a certificate certifying that such Party making such request is not in default in the performance of its obligations under this Easement Agreement, or, if in default, describing therein the nature and amount of any default with specificity. The Party receiving such request shall execute and return such certificate within ten (10) business days following its receipt thereof. Failure by the Party receiving such request to so execute and return such certificate within the specified period shall be deemed an admission on such Party's part that the Party requesting the certificate is current and not in default in the performance of such Party's

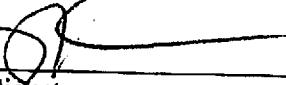
obligations under this Easement Agreement. Such certificate may be relied upon by all transferees, mortgagees, and security deed holders of the requesting Party.

10. Entire Agreement. This Easement Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the Parties with respect thereto.

[the remainder of this page is intentionally left blank]

EXECUTED as of the date and year first above written.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:


Witness #1 Signature

Print Name: Joseph Kerns
Address: 5203 1st Ave Dr NW
Boca Raton, FL 34709


Witness #2 Signature

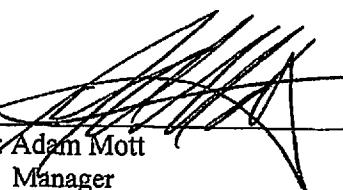
Print Name: Trevor White
Address: 4014 Radnor Pl.
Sarasota, FL 34233

CVP OWNERS:

1060 WINDSONG, LLC,
a Florida limited liability company

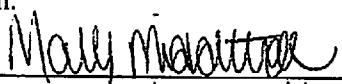
By: CVP SRQ, LLC,
a Florida limited liability company,
its Manager

By: Casto Vacation Properties, LLC,
a Florida limited liability company,
its Manager

By: 
Name: Adam Mott
Title: Manager

STATE OF FLORIDA)
COUNTY OF SARASOTA)
) ss:
)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 8 day of February, 2024, by Adam Mott, as Manager of Casto Vacation Properties, LLC, a Florida limited liability company, Manager of CVP SRQ, LLC, a Florida limited liability company, Manager of 1060 Windsong, LLC, a Florida limited liability company, on behalf of said entity. He is personally known to me or produced ID as identification.


Print Name: Molly Middleton
Notary Public, State of Florida

My Commission Expires:

[NOTARIAL SEAL]



SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:



Witness #1 Signature

Print Name: Joseph Kerns
Address: 5209 1st Ave Dr. NW
Bradenton, FL 34209

Witness #2 Signature

Print Name: Trevor white

Address: 4014 Radius Pl.
Sarasota, Fl. 34233

CVP OWNERS:

1140 WINDSONG, LLC,
a Florida limited liability company

By: CVP SRQ, LLC,
a Florida limited liability company,
its Manager

By: Casto Vacation Properties, LLC,
a Florida limited liability company,
its Manager

By: Adam Mott
Name: Adam Mott
Title: Manager

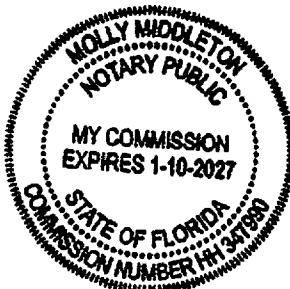
STATE OF FLORIDA)
COUNTY OF SARASOTA)
) ss:

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 8 day of February, 2024, by Adam Mott, as Manager of Casto Vacation Properties, LLC, a Florida limited liability company, Manager of CVP SRQ, LLC, a Florida limited liability company, Manager of 1140 Windsong, LLC, a Florida limited liability company, on behalf of said entity. He is personally known to me or produced ID as identification.

Molly Middleton
Print Name: Molly Middleton
Notary Public, State of Florida

My Commission Expires:

[NOTARIAL SEAL]



SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:



Witness #1 Signature

Print Name: Joseph Kerns
Address: 5203 1st Ave. Dr. NW
Bradenton, FL 34209

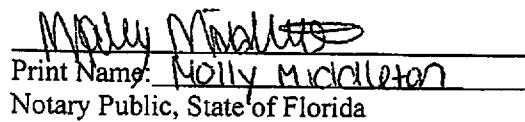


Witness #2 Signature

Print Name: Trevor White
Address: 4014 Radnor Pl.
Sarasota, FL 34233

STATE OF FLORIDA)
COUNTY OF SARASOTA)
) ss:
)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 8 day of February, 2024, by Adam Mott, as Manager of Casto Vacation Properties, LLC, a Florida limited liability company, Manager of CVP SRQ, LLC, a Florida limited liability company, Manager of 1142 Windsong, LLC, a Florida limited liability company, on behalf of said entity. He is personally known to me or produced ID as identification.



Molly Middleton
Print Name: Molly Middleton
Notary Public, State of Florida

My Commission Expires:

[NOTARIAL SEAL]



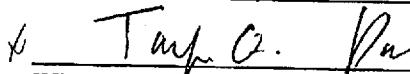
SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:



Witness #1 Signature

Print Name: Michael J Korst

Address: 2720 Caton Farm Road
Joliet IL 60435



Witness #2 Signature

Print Name: Taylor D Paller

Address: 1623 Fieldstone Dr
Shorewood IL 60401

STATE OF IL)

COUNTY OF Will) ss:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14 day of February, 2024, by Bryan Kasprisin, as President of **Siesta Beach House Condominium Association, Inc.** a Florida not-for profit corporation, on behalf of said entity. He is personally known to me or produced as identification.



Print Name: Laura J. Davidson
Notary Public, State of ILLINOIS

My Commission Expires:

[NOTARIAL SEAL]



Exhibit "A"
Windsong Lane ROW



EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 8466
3735 2ND AVENUE NORTH
SAINT PETERSBURG, FL 33713
727-685-6045

DESCRIPTION (INGRESS & EGRESS):

A 25 FOOT WIDE INGRESS & EGRESS EASEMENT LYING 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN SIESTA BEACH HOUSE AS RECORDED IN CONDOMINIUM BOOK 11, PAGE 35 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 12 OF GULF VIEW SUBDIVISION AS RECORDED IN PLAT BOOK A, PAGE 59 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MIDNIGHT PASS ROAD S36°54'08"E, A DISTANCE OF 36.70 FEET TO THE POINT OF BEGINNING; THENCE S54°07'45"W, A DISTANCE OF 59.51 FEET; THENCE S07°55'27"E, A DISTANCE OF 102.77 FEET; THENCE S54°07'45"W, A DISTANCE OF 1669.39 FEET TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO.

THE SIDE LINES OF SAID EASEMENT ARE TO BE EXTENDED OR SHORTENED TO THEIR POINT OF INTERSECTION.

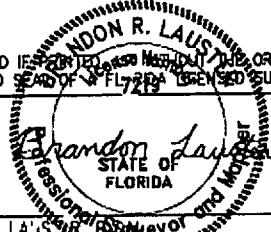
NOT A BOUNDARY SURVEY
DESCRIPTION & SKETCH
OF
AN INGRESS & EGRESS
LOCATED IN
CONDOMINIUM BOOK 11, PG. 35
SECTION 18, TOWNSHIP 37 SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA

DATED: 2023.06.09

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NOTE: NOT VALID IF COPIED. USE OUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY: BRANDON LAUSTE, SURVEYOR OF FLORIDA CERTIFICATE NO. 0123456789
DATE OF CERTIFICATION 06-09-2023



SHEET 1 OF 2

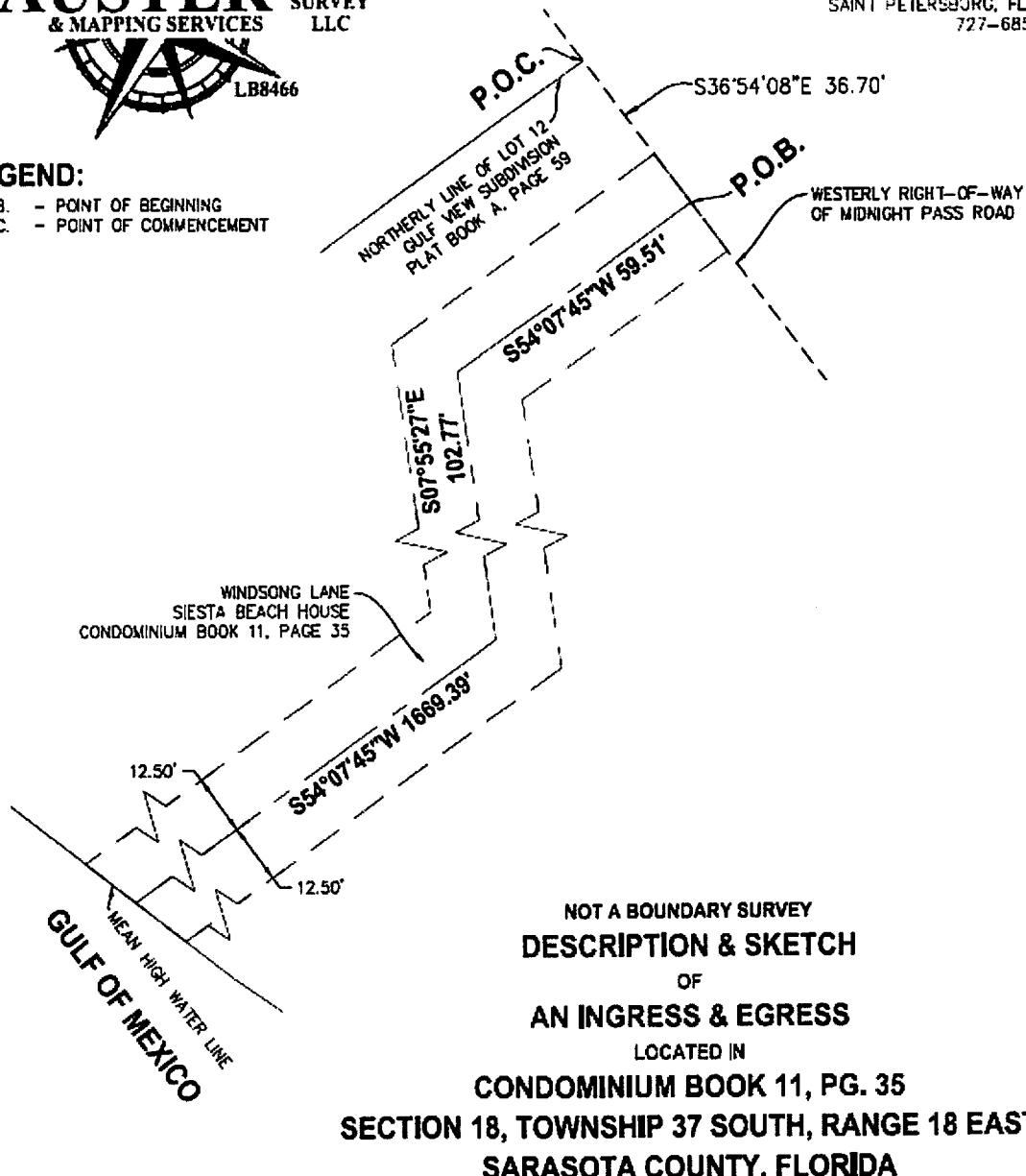


EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 8466
3735 2ND AVENUE NORTH
SAINT PETERSBURG, FL 33713
727-685-6045

LEGEND:

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT



DATED: 2023.06.09

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NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF MIDNIGHT PASS ROAD, BEING S36°54'08"E.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (MONUMENTS HAVE NOT BEEN FIELD LOCATED OR SET).

SHEET 2 OF 2

Exhibit "B"

CVP Parcels

1060 Windsong:

Begin at the point of intersection of the Westerly line of Midnight Pass Road (60' wide) and Northwesterly line of Lot 11 of Gulf View Subdivision, as recorded in Plat Book 1, Page 177, of the Public Records of Manatee County, Florida and as per plat thereof recorded in Plat Book A, Page 59, of the Public Records of Sarasota County, Florida. Thence South 37°46' East along Westerly line of said road; 40 feet, Thence South 53°16' West and parallel to Northwesterly line of said Lot 11, 895 feet for a Point of Beginning; thence continue South 53°16' West, 100 feet; thence North 37°46' West, 100 feet; thence North 53°16' East, 100 feet; thence South 37°46' East, 100 feet to the Point of Beginning; being a part of Lots 11 and 12 of said Gulf View Subdivision, Sarasota County, Florida.

1140 Windsong:

PARCEL A (FEE SIMPLE): From the intersection of the Westerly line of Midnight Pass Road (60 feet wide) and the Northerly line of Lot 12 of Gulf View Subdivision, as recorded in Plat Book 1, Page 177, of the Public Records of Manatee County, Florida, as recorded in Plat Book A, Page 59, of the Public Records of Sarasota County, Florida; thence S 37°46' E a distance of 240 feet along said Westerly right-of-way to a point; thence S 53°16' W a distance of 220 feet for a P.O.B.; thence continue S 53°16' W a distance of 100 feet; thence an angle of 90° to the right, N 37°46' W a distance of 100 feet; thence an angle of 90° to the right N 53°16' E a distance of 100 feet; thence an angle of 90° to the right S 37°46' E a distance of 100 feet to the P.O.B.;

1142 Windsong:

PARCEL A (FEE SIMPLE): From the intersection of the Westerly line of Midnight Pass Road (60 feet wide) and the Northerly line of Lot 12, GULF VIEW SUBDIVISION, as recorded in Plat Book A, Page 59, of the Public Records of Sarasota County, Florida; thence South 37 degrees 46 minutes East, a distance of 240 feet along said Westerly right of way to a point; thence South 53 degrees 16 minutes West, a distance of 320 feet for the Point of Beginning; thence continue South 53 degrees 16 minutes West, a distance of 100 feet; thence at a right angle of 90 degrees to the right, North 37 degrees 46 minutes West, a distance of 100 feet; thence at a right angle of 90 degrees to the right, North 53 degrees 15 minutes East, a distance of 100 feet; thence at a right angle of 90 degrees to the right, South 37 degrees 46 minutes East, a distance of 100 feet to the Point of Beginning.