

UTILITY REIMBURSEMENT AGREEMENT

This Utility Reimbursement Agreement (the “Agreement”) is made this ____ day of _____, 2022 (the “**Effective Date**”), by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as “City”) and MERITAGE HOMES OF FLORIDA, INC., a Florida Corporation (hereinafter referred to as “the Developer”). The City and Developer shall be referred to individually as “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, the Developer is developing approximately 318 acres of land in the City of Venice, Sarasota County, as more particularly described in **Exhibit “A”** attached hereto (hereinafter referred to as the “**Property**”); and,

WHEREAS, the development of the Property was initially approved and referred to as the “Rustic Road PUD” under Ordinance No. 2019-25; and,

WHEREAS, the City approved residential development plans for the Property through Development Orders No. 21-05PP and 21-03PP (the “**Project**”); and,

WHEREAS, the Property is subject to a Pre-Annexation Agreement, dated April 30, 2019, which specifies various conditions and obligations for development of the Property; and,

WHEREAS, Paragraph 6 of the Property’s Pre-Annexation Agreement directs that, at the time of development of the Property, the developing party “shall design, construct, and pay for installing, extending, sizing, and upsizing all offsite and onsite potable water, reclaimed water, and wastewater utility pipelines, and lift-stations necessary to serve the full buildout of the project. All such work shall be performed in accordance with plans and specifications approved through the City’s construction permitting process and in accordance with the current version of the City

standard details;” and,

WHEREAS, pursuant to the offsite utility construction plans for the Project, which were approved by the City via letter dated October 4, 2021, and for the purpose of connecting the Project to City potable water to serve the full buildout of the project, the Developer is required to extend a 12” water main from the Project boundary to the intersection of Knights Trail Road and Gene Green Road for its connection to a City-provided 16” water main (the “**Offsite Water Main Extension**”) as depicted in **Exhibit “B”** attached hereto; and,

WHEREAS, the City approved construction plans for its Booster Pump Station, dated March 16, 2022, which encompasses construction of a new water booster pump station and extension of water main lines connecting thereto (the “**Approved Plans**”); and,

WHEREAS, the City’s proposed 16” water main to which the Offsite Water Main Extension is designed and directed to connect has not yet been constructed and is part of the water main expansions under the City’s Booster Pump Station project through the Approved Plans; and,

WHEREAS, the City’s Booster Pump Station project may not be complete by the time the Project is ready to connect to the City’s water system and receive potable water service from the City; and,

WHEREAS, the Developer is interested in extending the segment of the City’s proposed 16” water main to be constructed along Knights Trail Road, beginning at Gene Green Road and ending at Triple Diamond Boulevard, as shown in the Approved Plans and to which the Offsite Water Main Extension will connect (the “**City Water Main Segment**,” as depicted in **Exhibit “B”** attached hereto), and has requested to construct the City Water Main Segment so that the Project may receive potable water service in accordance with the Developer’s construction timeframe; and,

WHEREAS, the City seeks to benefit from the Developer taking over construction of the planned City Water Main Segment, which will likely have an earlier construction completion date, and provide water service to City customers generating utility service fees and charges related thereto; and,

WHEREAS, the City has agreed to allow the Developer to construct the City Water Main Segment and reimburse the Developer for same in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein, the City and the Developer agree as follows:

1. RECITALS TRUE AND CORRECT. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. EXTENSION OF WATER MAIN. The Developer agrees to construct the City Water Main Segment in accordance with the Approved Plans, and in furtherance of same, the City and Developer agree to the following terms:

A. Water Main Segment Construction Bid. The Developer has obtained its own bid for construction of the City Water Main Segment per the Approved Plans, which is attached hereto as Exhibit “C” (the “**Developer’s Construction Bid**”). The City has reviewed the Developer’s Construction Bid for consistency with the Approved Plans and hereby provides its approval of same. Should any change orders become necessary and alter the Developer’s Construction Bid, then within three (3) days of such change order, and before such cost is incurred, the Developer shall provide the City with written notice of same. Within five (5) business days of receipt of such notice, the City shall either provide to the Developer, in writing, its approval, its request for additional information, or its denial with reason therefor of the notified change order.

The City agrees to not unreasonably withhold its approval of any necessary change orders and acknowledges that change orders may be necessitated by shortages in materials, increased costs of materials, and/or shipment or delivery of same.

B. Water Main Segment Subject to City Easement. The City desires to obtain a twenty (20) -foot wide permanent utility easement within the private right-of-way (Gene Green Road) to accommodate that portion of the Water Main Segment that extends eastward from the eastern boundary of the right-of-way for Knights Trail Road toward the Water Booster Pump Station (hereinafter referred to as the “**City Easement Segment**”). The City acknowledges that the Developer’s ability to construct and complete the City Easement Segment is subject to the time by which it can obtain said permanent utility easement for same; however, the City also acknowledges that the City Easement Segment is not necessary for the Project to connect to and receive potable water service from the City. Therefore, in the event that a delay in the City obtaining the permanent utility easement for the City Easement Segment results in the Developer completing construction of the other portion of the Water Main Segment prior to completing the City Easement Segment, then the City shall take all necessary action under this Agreement to allow the Developer to connect the Project to potable water service and complete turnover of the constructed Water Main Segment prior to its completion of the City Easement Segment, which shall include those actions required under Section 2.E hereof.

C. Timing of Construction. The Developer shall commence construction of the City Water Main Segment within thirty (30) days from its receipt of all necessary easements and consents, pursuant to Section 3 hereof. For purposes of this Section 2.B, “commence construction” shall mean that the Developer has executed a construction contract with its contractor for the City Water Main Segment in accordance with the Developer’s Construction Bid and has initiated

performance thereunder, such as the process of engaging subcontractors and acquiring materials. Developer agrees to complete construction of the City Water Main Segment within one (1) year of the Effective Date to ensure that the City Water Main Segment construction is complete by the time the City completes construction of the Booster Pump Station project. The deadline for the Developer's completion of construction of the City Water Main Segment may be reasonably extended in accordance with the City's construction schedule for the Booster Pump Station project. Any such extension shall be requested in writing by the Developer and is subject to the approval of the City, which shall not be unreasonably withheld. The City further acknowledges that it shall reasonably extend this deadline, and will do so without the Developer's written request, in the event that the City encounters delay in obtaining the referenced permanent utility easement for the Developer's construction. In addition, Developer shall require that the construction contract for the City Water Main Segment shall provide that the contractor carry and maintain, at its sole cost and expense, a policy or policies of commercial general liability insurance with respect to the construction of the City Water Main Segment, with the premiums thereon fully paid on or before the due date. Such insurance shall have a minimum combined single limit of liability of at least \$1,000,000 per occurrence and a general aggregate limit of at least \$2,000,000. All such policies shall be written to apply to all bodily injury, property damage, personal injury losses. Such liability insurance shall be written as primary policies. The Developer's contractor shall also maintain workers' compensation insurance in the amounts and coverages required by the laws of the State of Florida. All insurance required to be maintained by the Developer's contractor shall (a) be issued by insurance companies authorized to do insurance business in the State of Florida , and which carry a financial rating by Best's Key Rating Guide of Class VIII or better, (b) contain a provision whereby the insurer is not allowed to cancel, fail to renew or change materially the coverage

without first giving thirty (30) days prior written notice to the City, and (c) as to the commercial general liability policy, name the City of Venice, its elected officials, officers, agents, and employees as additional insured.

D. Offsite Water Main Connection for the Project. The City shall allow the Developer to connect the Project's Offsite Water Main Extension to City potable water via the City Water Main Segment prior to the time that the City has completed construction of the Booster Pump Station Project. The Developer hereby acknowledges that flow from the City's water system may be inadequate for fire protection purposes until such time that the Booster Pump Station project is complete. In such event, the Developer shall use temporary booster pumps in order to adequately serve the Project until construction of the Booster Pump Station project is complete.

E. Inspection, Testing, and Transfer of Water Main. During construction of the City Water Main Segment, the City shall have the right, at the City's cost, to inspect the installation of same to determine strict compliance with the Approved Plans as well as with state and local code requirements. Developer shall perform testing and bacterial sampling of the City Water Main Segment in accordance with the City's Standard Details. Upon Developer's completion of construction of the City Water Main Segment, Developer shall be responsible for obtaining all required as-built information for the City Water Main Segment and shall provide said as-built information to the City. The City shall be responsible for preparing Record Drawings for the City Water Main Segment and also obtaining all required clearances from the Sarasota County Health Department for the City Water Main Segment. Developer shall be further responsible for all other requirements specified under Section 6 of the City's Standard Details in order to effectuate a "turnover" of the City Water Main Segment to the City as expeditiously as possible. At the time of turnover, the Developer shall provide the City with one (1)-year minimum warranties for the

installation of the City Water Main Segment or shall cause its utility contractor to provide the City with such warranties.

3. EASEMENTS. The City agrees to coordinate with the Developer to obtain all easements and consents necessary for the Developer to commence construction of the City Water Main Segment. The City shall be responsible for and bear the cost associated with obtaining all such necessary permanent utility easements associated with the construction of the City Water Main Segment. The Developer shall be responsible for and bear the cost associated with obtaining all such necessary temporary construction easements and right-of-way permits associated with the construction of the City Water Main Segment.

4. REIMBURSEMENT OF COSTS TO DEVELOPER. The City agrees to reimburse the Developer by cash payment for the total costs incurred by the Developer to construct the City Water Main Segment in accordance with the following terms:

A. Actual Cost of Developer's Construction Contract. The City shall reimburse the Developer for the total cost it incurs to complete the scope of work detailed in the Developer's Construction Bid, as well as all additional costs incurred due to approved change orders pursuant to Section 2.A. hereof and/or delays due to force majeure events (the "**Actual Cost**"). Upon completion of the scope of work detailed under the Developer's Construction Bid, and prior to turnover of the City Water Main segment to the City, the Developer shall provide the City with written notice of all additional costs incurred, if any, for purposes of calculating the Actual Cost.

B. Reimbursement to Developer. The City shall reimburse the Developer in the amount of the Actual Cost. The City shall make its payment of all reimbursements due to the Developer within thirty (30) days from the date of the City Council's approval of the turnover

package of the City Water Main Segment and the City's receipt of a proper invoice for the Actual Cost. In the event that the City is unable to obtain the permanent utility easement for the City Easement Segment within ninety (90) days from the time that the Developer completes construction of the other portions of the Water Main Segment, then, upon the Developer's written request, the City shall reimburse the Developer for the Actual Cost in accordance with the terms above.

5. INDEMNIFICATION. The Developer hereby releases, relinquishes, discharges, and agrees to indemnify, defend and hold harmless the City from and against any and all losses, claims, causes of action, liens, damages, injuries, liabilities, litigation, costs and expenses (including, without limitation, attorneys' and paralegals' fees and costs relating to any trial, appeal, post-judgment and bankruptcy proceeding), which may arise or be claimed, arising from: (a) any acts, omissions, negligence, or fault of the Developer or its employees, agents, contractors or subcontractors with respect to the construction of the City Water Main Segment or (b) the Developer's failure to comply with any applicable laws, rules, or regulations related to the construction of the City Water Main Segment. However, the foregoing indemnification clause shall not apply under circumstances where any such loss, claim, cause of action, lien, damage, injury, liability, litigation, cost and/or expense either arises or is claimed as the result of an act or omission of the City, its employees, agents, contractors, licensees, or any similarly situated party.

6. ASSIGNMENT. Subject to the City's approval, which shall not be unreasonably withheld, and in accordance with the express terms herein, the Developer shall retain the right to assign all or a portion of its reimbursement unpaid and due from the City. Any assignment must be by written instrument and recorded in the Public Records of Sarasota County, Florida. Upon recording of such assignment, the Developer shall provide a copy of the same to the City with

written notice. The Parties further agree and acknowledge that, upon the Developer's assignment in accordance with the terms of this Section 5, such assignee shall have the right to perform and obligation to complete all other terms of this Agreement.

7. NOTICE TO PURCHASERS. Upon recording this Agreement in the Public Records of Sarasota County, Florida, the Developer's successors and assigns shall be on notice of the Developer's rights and obligations created hereunder, and this Agreement shall be binding upon any such successors and assigns. No subsequent assignee of the Developer shall be entitled to any reimbursement granted under this Agreement without a written assignment meeting the requirements of Section 5 hereof.

8. NOTICES. Notice required pursuant to Section 2 hereof may be provided by email to the email addresses identified in this Section 7. All other required notice under the terms of this Agreement shall be provided or served by hand-delivery by the Parties to the proper address(es) below, or by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

To the City:

City of Venice
Attention: Ed Lavalley, City Manager
401 West Venice Avenue
Venice, Florida 34285
E-mail: elavalee@venicefl.gov

To the Developer:

Meritage Homes of Florida, Inc.
Attention: R. Tyler Vansant
10117 Princess Palm Ave., Suite 550
Tampa, FL 33610
E-mail: tyler.vansant@meritagehomes.com

With Required Copies to:

Kelly M. Fernandez, City Attorney
236 Pedro Street
Venice, FL 34285
E-mail: kfernandez@flgovlaw.com

With Required Copy to:

Meritage Homes
8800 E. Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attention: Curtis Keller
E-mail: curtis.keller@meritagehomes.com

Javier Vargas, Utilities Director
City of Venice
200 North Warfield Avenue
Venice, FL 34285
E-mail: jvargas@venicefl.gov

9. LEGAL FEES AND COSTS. The Parties agree to bear the expense of their respective legal fees and costs associated with the negotiation and preparation of this Agreement.

10. FORCE MAJEURE. In the event that the Developer's or the City's performance of their respective obligations under the terms of this Agreement is prevented or delayed by consequence of a force majeure, neither one of the Parties shall be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts such performance. The term "force majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, pandemics, delays by carriers, inability to obtain materials or right of way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein. In order to be entitled to the benefit of this Section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying, in detail, the event of force majeure and shall further be required to diligently correct any adverse effect of any force majeure. This Section 8 shall not apply to force majeure event caused by either of the Parties, or any other party under their respective control.

11. DEFAULT. Upon the breach by either of the Parties of any term or condition of this Agreement, and unless the breaching party is diligently pursuing a cure of said breach, upon the failure to cure same after thirty (30) days written notice from either party, then the non-

defaulting party shall have the right to enforce same or to perform any such term or condition and recover the costs of same from the defaulting party.

12. ENFORCEMENT. In the event of a breach or default of this Agreement, the Parties shall have all remedies available at law or equity, including but not limited to entitlement to an injunction or similar action in equity to enforce the terms of this Agreement.

13. CHOICE OF LAW. All suits or actions at law arising from the provisions, performance, or breach of this Agreement shall be brought, for State Court jurisdiction, in the Circuit Court for Sarasota County, Florida, South County Division, and for Federal Court jurisdiction, in the Middle Federal District Court of Florida, and no other jurisdictions.

14. ATTORNEY'S FEES. In the event of any breach or default pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs from the other party, whether the same be incurred for negotiation, trial, or appellate proceedings.

15. BINDING ON SUCCESSORS. The covenants contained herein shall inure to the benefit of and be binding upon the respective successors, heirs, legal representatives and assigns of the Parties to this Agreement.

16. PARTIES DRAFTED EQUALLY. The Parties agree that each has engaged equally and reciprocally in the drafting of this Agreement.

17. ENTIRE AGREEMENT. This document constitutes the entire Agreement of the Parties and cannot be changed or modified except by instrument in writing duly approved by both Parties.

18. AMENDMENT. No amendment to this Agreement shall be effective unless it is in writing and executed by the Parties in the same manner as this Agreement.

19. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions are omitted.

20. EFFECTIVE DATE. This Agreement shall be effective on the date it is executed by the last of the Parties (“**Effective Date**,” as previously defined herein).

21. RECORDING. Within seven (7) days of the Effective Date, the City shall provide the Developer with a certified copy of this executed Agreement. Within seven (7) days of its receipt from the City, the Developer shall be responsible for having the certified copy recorded in the Public Records of Sarasota County, Florida. In the event that the construction contract is executed after the Effective Date of this Agreement, then the City shall provide the Developer with a subsequent certified copy of the Agreement pursuant to Section 4.B. hereof, and the Developer shall be responsible for having such subsequent certified copy recorded in the Public Records of Sarasota County, Florida, within seven (7) days of receipt.

22. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

(signatures on following pages)

IN WITNESS WHEREOF, the City and the Developer set their hands and seals hereto on the day and year first above written.

CITY OF VENICE, FLORIDA

By: _____
RON FEINSOD, Mayor

ATTEST:

KELLY MICHAELS, City Clerk

(SEAL)

KELLY FERNANDEZ, City Attorney

DEVELOPER

MERITAGE HOMES OF FLORIDA, INC.

WITNESSES:

Sign: _____

By: _____

Print: _____

Its: _____

Sign: _____

Print: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by _____, who is personally known to me or who has produced _____ (type of identification) as identification and who did take an oath.

My Commission Expires:

Notary Public

Printed name of notary

Commission Number:

EXHIBIT "A"

Legal Description of the Rustic Road PUD Property

PID # 0361-00-1002

A PARCEL OF LAND LYING AND BEING IN SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE N. 86°52'16" W., (ON AN ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 363.63 FEET TO THE POINT OF BEGINNING; THENCE N. 86°52'16" W., CONTINUE ALONG THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 1640.00 FEET; THENCE S. 03°07'44" W., PERPENDICULAR TO THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 1075.00 FEET; THENCE S. 86°52'16" E., ALONG A LINE THAT IS 1075.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 1087.91 FEET TO THE INTERSECTION WITH THE CENTERLINE OF THE SARASOTA WEST COAST WATERSHED RIGHT OF WAY (COW PEN SLOUGH CANAL); THENCE N. 19°13'36" E., ALONG THE CENTERLINE OF THE SARASOTA WEST COAST WATERSHED RIGHT OF WAY (COW PEN SLOUGH CANAL) FOR THE NEXT THREE (3) CALLS A DISTANCE OF 636.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, LAYING: A RADIUS OF 716.78 FEET, A CENTRAL ANGLE OF 36°40'00", A TANGENT LENGTH OF 237.52 FEET, A CHORD BEARING OF N. 37°33'36" E. AND CHORD LENGTH OF 450.92 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 458.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N. 55°53'36" E., A DISTANCE OF 151.62 FEET TO THE POINT OF BEGINNING. SUBJECT TO A 95' WIDE PERMANENT EASEMENT FOR COW PEN SLOUGH CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 852 AND A 55' WIDE PERMANENT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 426, PAGE 57, AND 55' WIDE TEMPORARY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 855 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOGETHER WITH:

A 50.00 FOOT INGRESS AND EGRESS AND UTILITY EASEMENT LYING AND BEING IN SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE N.86°52'16"W., (ON AN ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 363.63 FEET TO THE INTERSECTION WITH THE

CENTERLINE OF THE SARASOTA WEST COAST WATERSHED RIGHT OF WAY (COW PEN SLOUGH CANAL); THENCE S.55°53'36"W, ALONG THE SAID CENTERLINE FOR THE NEXT THREE (3) CALLS A DISTANCE OF 151.62 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 716.78 FEET, A CENTRAL ANGLE OF 36°40'00", A TANGENT LENGTH OF 237.52 FEET, A CHORD BEARING OF S.37°33'36"W. AND A CHORD LENGTH OF 450.92 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 458.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.19°13'36"W., A DISTANCE OF 636.28 FEET; THENCE N.86°52'16"W., ALONG A LINE THAT IS 1075.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 46.83 FEET TO THE POINT OF BEGINNING; THENCE S. 19°13'48"W., ALONG A LINE THAT IS 45.00 FEET WESTERLY OF AND PARALLEL WITH THE SAID CENTERLINE OF COW PEN SLOUGH CANAL A DISTANCE OF 1498.53 FEET; THENCE S.89°55'52"W., A DISTANCE OF 52.98 FEET; THENCE N.19°13'48"E., ALONG A LINE THAT IS 95.00 FEET WESTERLY OF AND PARALLEL WITH THE SAID CENTERLINE OF COW PEN SLOUGH CANAL A DISTANCE OF 1501.61 FEET; THENCE S.86°52'16"E., ALONG A LINE THAT IS 1075.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 52.04 FEET TO THE POINT OF BEGINNING.

PID # 0362-00-1002

Parcel 1: (Fee Estate)

A parcel of land being and lying in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, also being a portion of the lands described in Official Records Book 1154, Pages 1217 and 1218 of the Public Records of Sarasota County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida; thence South 89°56'36" East, 2607.11 feet to a concrete monument, being 1200 feet Westerly of the centerline of Cowpen Slough Drainage Canal, as measured at right angles, for a Point of Beginning; thence continue South 89°56'36" East, 1271.54 feet to the centerline of said Cowpen Slough Drainage Canal (190 feet R/W); thence South 19°22'04" West along the centerline of said Cowpen Slough Drainage Canal, 1331.99 feet to intersect the Northeasterly right-of-way line of I-75 (S.R. 93), being a point on a concave curve to the Northeast, whose center bears North 50°26'21" East, 17,975.40 feet, having a central angle of 4°34'51"; thence Northwestwardly along the arc of said curve, also being the Northeasterly right-of-way line of said I-75 (S.R. 93), 1437.14 feet, said point being 1200 feet Westerly of the said Cowpen Slough Drainage Canal, as measured at right angles; thence North 19°23'04" East parallel with and 1200 feet Westerly of the centerline of said Cowpen Slough Drainage Canal, 121.38 feet to the Point of Beginning.

LESS THEREFROM: the following described parcel being a 60 foot access road right-of-way. Commence at the aforementioned Point of Beginning; thence South 89°56'36" East, 1107.31 feet for a Point of Beginning; thence continue South 89°56'36" East, 63.57 feet to intersect the Westerly right-of-way line of said Cowpen Slough Drainage Canal; thence South 19°22'04" West along the Westerly right-of-way line of said Cowpen Slough Drainage Canal, 1089.10 feet; thence South 1°20'47" East, 210.93 feet to intersect the Northeasterly right-of-way line of said I-75 (S.R. 93), also being a point on a concave curve to the Northeast, whose center bears North 50°30'15" East, 17,975.40 feet, having a central angle of 0°30'09"; thence Northwestwardly along the arc of said curve, 157.69 feet; thence North 19°22'04" East parallel with the Westerly right-of-way line of said Cowpen Slough Drainage Canal, 1183.22 feet to the Point of Beginning.

ALSO LESS the Northerly 497.33 feet thereof, as measured at right angles to the North line thereof.

Parcel 2: (Easement Estate)

TOGETHER with a non-exclusive right to use a non-exclusive easement sixty (60.0) feet in width for road, street and utility purposes from Mission Valley Boulevard over the present road or trail to the bridge over the Sarasota West Coast Watershed Canal to that part of the East 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota, Florida; lying East of said West Coast Watershed Canal. The said non-exclusive easement is recorded in Official Records Book 770, Page 797, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private non-exclusive easement.

Parcel 3: (Easement Estate)

TOGETHER with a non-exclusive right to use a non-exclusive easement across the Easterly thirty (30.0) feet of the following described property:
That part of the South 1/2 of Section 20, Township 38 South, Range 19 East, bounded on the West by centerline of Fox Creek and on the East by a line that is 1200 feet West of and parallel to centerline of Cowpen Slough Drainage Canal; LESS the South 1050 feet, Subject to an easement across the Easterly thirty (30.0) feet for egress and ingress.
Said easement shall be for road, street and utility purposes and uses. The said non-exclusive easement is recorded in Official Records Book 985, Page 681, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private non-exclusive easement.

PID #s 0361-00-1001, 0361-00-1003 and 0361-00-1004

Parcel 1: (Fee Estate)

A parcel of land lying and being in Section 20, Township 38 South, Range 19 East, Sarasota

County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 20; thence N. $86^{\circ}52'16''$ W., (on an assumed bearing) along the Northerly line of said Section 20, a distance of 2003.63 feet to the Point of Beginning; thence S. $03^{\circ}07'44''$ W., a distance of 1075.00 feet; thence S. $86^{\circ}52'16''$ E., a distance of 1087.91 feet to the intersection with the centerline of the Sarasota West Coast Watershed Right of Way (Cow Pen Slough Canal); thence S. $19^{\circ}13'36''$ W., along the said centerline a distance of 130.10 feet; thence N. $86^{\circ}52'16''$ W., along a line that is 1200.00 feet Southerly of and parallel with the Northerly line of said Section 20, a distance of 2049.47 feet; thence N. $03^{\circ}07'44''$ E., a distance of 1200.00 feet to the intersection with the Northerly line of said Section 20; thence S. $86^{\circ}52'16''$ E., along the Northerly line of said Section 20, a distance of 997.63 feet to the Point of Beginning.

Parcel 2: (Fee Estate)

A parcel of land lying and being in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 20; thence N. $86^{\circ}52'16''$ W., (on an assumed bearing) along the Northerly line of said Section 20, a distance of 3001.26 feet; thence S. $03^{\circ}07'44''$ W., a distance of 701.81 feet to the Point of Beginning; thence S. $03^{\circ}07'44''$ W., a distance of 498.19 feet; thence S. $86^{\circ}52'16''$ E., a distance of 2049.47 feet to the intersection with the centerline of the Sarasota West Coast Watershed Right of Way (Cow Pen Slough Canal); thence S. $19^{\circ}13'36''$ W., along the said centerline a distance of 686.93 feet; thence N. $86^{\circ}52'16''$ W., a distance of 2023.35 feet to the intersection with a line that is 75.00 feet Northeasterly of and parallel with the Northeasterly right of way line of I-75 to a point on a curve to the right, having a radius of 17900.40 feet, a central angle of $02^{\circ}32'32''$, a chord bearing of N. $30^{\circ}39'52''$ W., and a chord length of 794.18 feet; thence along the arc of said curve, an arc length of 794.24 feet to the end of said curve; thence S. $86^{\circ}52'16''$ E., a distance of 76.08 feet; thence N. $03^{\circ}07'44''$ E., a distance of 355.83 feet to the intersection with the centerline of an existing creek; thence S. $58^{\circ}28'28''$ E., a distance of 13.77 feet and along the centerline of an existing creek for the next nine (9) calls; thence S. $85^{\circ}20'18''$ E., a distance of 16.86 feet; thence N. $24^{\circ}01'07''$ E., a distance of 24.84 feet; thence N. $02^{\circ}13'48''$ W., a distance of 23.12 feet; thence N. $33^{\circ}37'44''$ E., a distance of 24.04 feet; thence S. $85^{\circ}35'21''$ E., a distance of 28.42 feet; thence N. $25^{\circ}15'48''$ E., a distance of 34.71 feet; thence N. $14^{\circ}42'29''$ W., a distance of 33.21 feet; thence N. $61^{\circ}16'21''$ W., a distance of 44.63 feet; thence S. $86^{\circ}52'16''$ E., leaving said centerline of the existing creek a distance of 491.06 feet to the Point of Beginning.

Parcel 3: (Fee Estate)

A parcel of land lying and being in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 20; thence N. $86^{\circ}52'16''$ W., along the Northerly line of said Section 20, a distance of 4393.45 feet to the intersection with the Northeasterly limited access right of way line of Interstate Highway 75 (I-75) to a point on a

curve to the left, having a radius of 17975.40 feet, a central angle of 04°25'29", a chord bearing of S. 27°01'43" E. and a chord length of 1387.85 feet; thence along the said Northeasterly limited access right of way line of I-75 and along the arc of said curve, an arc length of 1388.20 feet to the end of said curve and to the Point of Beginning, thence S. 86°52'16" E., a distance of 88.87 feet to a point on a curve to the left, having a radius of 17900.40 feet, a central angle of 02°32'32", a chord bearing of S. 30°39'52" E., and a chord length of 794.18 feet; thence along the arc of said curve, an arc length of 794.24 feet to the end of said curve; thence S. 86°52'16" E., a distance of 2023.35 feet to the intersection with the centerline of the Sarasota West Coast Watershed Right-of-Way (Cow Pen Slough Canal); thence S. 19°13'36" W., along the said centerline a distance of 678.70 feet; thence S. 89°55'53" W., a distance of 1392.02 feet to the intersection with the said Northeasterly limited access right of way line of I-75 to a point on a curve to the right, having a radius of 17975.40 feet, a central angle of 05°24'53", a chord bearing of N. 31°56'55" W. and a chord length of 1698.17 feet; thence along the arc of said curve an arc length of 1698.80 feet to the Point of Beginning.

LESS AND EXCEPT that portion of the above described lands conveyed to the State of Florida Department of Transportation described in that certain Warranty Deed recorded in Official Records Instrument Number 2007155382, of the Public Records of Sarasota County, Florida.

Parcel 4: (Easement Estate)

Together with non-exclusive road, street and utility easement for the benefit of the above described Parcels as created by and set forth in that certain instrument recorded in Official Records Book 770, Page 797, of the Public Records of Sarasota County, Florida.

Parcel 5: (Easement Estate)

Together with non-exclusive ingress, egress, drainage and utility easement for the benefit of the above described Parcel 1 as created by and set-forth in that certain instrument recorded in Official Records Book 2285, Page 1698, of the Public Records of Sarasota County, Florida.

PID # 0364-04-0001

The South 30 Feet of the West half of the Northwest 1/4 of Section 21, Township 38 South, Range 19 East, Sarasota County, Florida, containing 0.9 acres, more or less.

PID # 0362-00-1007

The Northerly 497.33 feet of the following described parcel of land, as measured at right angles with North line thereof:

A Parcel of land being and lying in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, also being a portion of the lands described in Official Records Book 1154, Pages 1217 and 1218 of the Public Records of Sarasota County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida; thence South 89°56'36" East, 2607.11 feet to a concrete monument, being 1200 feet Westerly of the centerline of Cowpen Slough Drainage Canal, as measured at right angles, for a Point of Beginning; thence continue South 89°56'36" East, 1271.54 feet to the centerline of said Cowpen Slough Drainage Canal (190 feet R/W); thence South 19°22'04" West along the centerline of said Cowpen Slough Drainage Canal, 1331.99 feet to intersect the Northeasterly right-of-way line of I-75 (S.R. 93), being a point on a concave curve to the Northeast, whose center bears North 50°26'21" East, 17,975.40 feet, having a central angle of 4°34'51"; thence Northwestwardly along the arc of said curve, also being the Northeasterly right-of-way line of said I-75 (S.R. 93), 1437.14 feet, said point being 1200 feet Westerly of the said centerline of said Cowpen Slough Drainage Canal, as measured at right angles; thence North 19°22'04" East parallel with and 1200 feet Westerly of the Centerline of said Cowpen Slough Drainage Canal, 121.38 feet to the Point of Beginning.

LESS THEREFROM: the following described parcel being a 60 foot access road right-of-way. Commence at the aforementioned Point of Beginning; thence South 89°56'36" East, 1107.31 feet for a Point of Beginning; thence continue South 89°56'36" East, 63.57 feet to intersect the Westerly right-of-way line of said Cowpen Slough Drainage Canal; thence South 19°22'04" West along the Westerly right-of-way line of said Cowpen Slough Drainage Canal, 1089.10 feet; thence South 1°20'47" East, 210.93 feet to intersect the Northeasterly right-of-way line of said I-75 (S.R. 93), also being a point on a concave curve to the Northeast, whose center bear North 50°30'55" East, 17,975.40 feet, having a central angle of 0°30'09"; thence Northwestwardly along the arc of said curve, 157.69 feet; thence North 19°22'04" East parallel with the Westerly right-of-way line of said Cowpen Slough Drainage Canal, 1183.22 feet to the Point of Beginning.

RESERVING UNTO THE GRANTOR, his heirs, successors and assigns, an easement across the Westerly thirty (30.0) feet for road, street and utility purposes and uses. The Grantor, his heirs, successors and assigns shall have the right, but shall have no obligation, to maintain a road or trail on said easement. Grantor and Grantee agree that said easement shall be a private easement for use by the parties to this deed, their heirs, successors and assigns and such other persons as each party shall from time to time designate.

TOGETHER with a non-exclusive right to use a non-exclusive easement sixty (60.0) feet in width for road, street and utility purposes from Mission Valley Boulevard over the present road or trail to the bridge over the Sarasota West Coast Watershed Canal to that part of the East 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota, Florida; lying East of said West Coast Watershed Canal. the said non-exclusive easement is recorded in Official Records Book 770,

Page 797, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private nonexclusive easement.

TOGETHER with a non-exclusive right to use a non-exclusive easement across the Easterly thirty (30.0) feet of the following described property:

That part of the South 1/2 of Section 20, Township 38 South, Range 19 East, bounded on the West by centerline of Fox Creek and on the East by a line that is 1200 feet West of and parallel to centerline of Cowpen Slough Drainage Canal; LESS the South 1050 feet, Subject to an easement across the Easterly thirty (30.0) feet for egress and ingress.

Said easement shall be for road, street and utility purposes and uses. The said non-exclusive easement is recorded in Official Records Book 985, Page 681, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private non-exclusive easement.

ALSO LESS AND EXCEPT:

SBA TOWERS LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF THE NORTH ONE-HALF (1/2) OF SECTION 20. TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 20 (FOUND 4" X 4" CONCRETE MONUMENT WITH BRASS DISK - RLS 2030); THENCE ON AN ASSUMED BEARING OF S 89° 56' 36" E, A DISTANCE OF 2487.31 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE NO. 75 (LIMITED ACCESS PUBLIC RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT WITH DISK - NO I.D.); THENCE CONTINUE S 89° 56' 36" E, A DISTANCE OF 119.80 FEET TO A POINT ON A LINE 1200.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF RIGHT-OF-WAY FOR COWPEN SLOUGH DRAINAGE CANAL (190 FOOT WIDE CANAL RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT WITH BRASS DISK - RLS 2030); THENCE CONTINUE S 89° 56' 36" E, A DISTANCE OF 146.00 FEET; THENCE S 00° 03' 24" W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00° 03' 24" W, A DISTANCE OF 100.00 FEET; THENCE N 89° 56' 36" W, A DISTANCE OF 100.00 FEET; THENCE N 00° 03' 24" E, A DISTANCE OF 100.00 FEET; THENCE S 89° 56' 36" E, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND SITUATE WITHIN SARASOTA COUNTY, FLORIDA CONTAINING 10,000.00 SQUARE FEET, MORE OR LESS.

NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT A PARCEL OF LAND BEING A PORTION OF THE NORTH ONE-HALF (1/2) OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 20 (FOUND 4" X 4" CONCRETE MONUMENT WITH BRASS DISK - RLS 2030); THENCE ON AN ASSUMED BEARING OF S 89° 56' 36" E, A DISTANCE OF 2487.31 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE NO. 75 (LIMITED ACCESS PUBLIC RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT WITH DISK - NO I.D.); THENCE CONTINUE S 89° 56' 36" E, A DISTANCE OF 119.80 FEET TO A POINT ON A LINE 1200.00 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF RIGHT-OF-WAY FOR COWPEN SLOUGH DRAINAGE CANAL (190 FOOT WIDE CANAL RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT WITH BRASS DISK - RLS 2030); THENCE CONTINUE S 89° 56' 36" E, A DISTANCE OF 146.00 FEET; THENCE S 00° 03' 24" W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S 89° 56' 36" E, A DISTANCE OF 234.73 FEET; THENCE N 61° 16' 00" E, A DISTANCE OF 103.82 FEET; THENCE S 89° 56' 36" E, A DISTANCE OF 635.59 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF RUSTIC ROAD (60 FOOT WIDE PUBLIC RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT WITH NAIL - NO I.D.); THENCE S 19° 22' 04" W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 42.38 FEET; THENCE N 89° 56' 36" W, A DISTANCE OF 611.31 FEET; THENCE S 61° 16' 00" W, A DISTANCE OF 103.82 FEET; THENCE N 89° 56' 36" W, A DISTANCE OF 220.00 FEET; THENCE S 45° 03' 24" W, A DISTANCE OF 7.07 FEET; THENCE S 00° 03' 24" W, A DISTANCE OF 55.00 FEET; THENCE N 89° 56' 36" W, A DISTANCE OF 20.00 FEET; THENCE N 00° 03' 24" E, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND SITUATE WITHIN SARASOTA COUNTY, FLORIDA CONTAINING 39.897.86 SQUARE FEET, MORE OR LESS.

PID # 0362-00-1015

The Northerly 497.33 feet of the following described parcel of land, as measured at right angles with North line thereof:

A Parcel of land being and lying in Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, also being a portion of the lands described in Official Records Book 1154, Pages 1217 and 1218 of the Public Records of Sarasota County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida; thence South 89°56'36" East, 2607.11 feet to a concrete monument, being 1200 feet Westerly of the centerline of Cowpen Slough Drainage Canal, as measured at right angles, for a Point of Beginning; thence continue South 89°56'36" East, 1271.54 feet to the centerline of said Cowpen Slough Drainage Canal (190 feet R/W); thence South 19°22'04" West along the centerline of said Cowpen Slough Drainage Canal, 1331.99 feet to intersect the Northeasterly right-of-way line of I-75 (S.R. 93), being a point on a concave curve to the Northeast, whose center bears North 50°26'21" East, 17,975.40 feet, having a central angle of 4°34'51"; thence Northwestwardly along the arc of said curve, also being the Northeasterly right-of-way line of said I-75 (S.R. 93), 1437.14 feet, said point being 1200 feet Westerly of the said centerline of said Cowpen Slough Drainage Canal, as measured at right angles; thence North 19°22'04" East parallel with and 1200 feet Westerly of the Centerline of said Cowpen Slough Drainage Canal, 121.38 feet to the Point of Beginning.

LESS THEREFROM: the following described parcel being a 60 foot access road right-of-way. Commence at the aforementioned Point of Beginning; thence South 89°56'36" East, 1107.31 feet for a Point of Beginning; thence continue South 89°56'36" East, 63.57 feet to intersect the Westerly right-of-way line of said Cowpen Slough Drainage Canal; thence South 19°22'04" West along the Westerly right-of-way line of said Cowpen Slough Drainage Canal, 1089.10 feet; thence South 1°20'47" East, 210.93 feet to intersect the Northeasterly right-of-way line of said I-75 (S.R. 93), also being a point on a concave curve to the Northeast, whose center bear North 50°30'55" East, 17,975.40 feet, having a central angle of 0°30'09"; thence Northwestwardly along the arc of said curve, 157.69 feet; thence North 19°22'04" East parallel with the Westerly right-of-way line of said Cowpen Slough Drainage Canal, 1183.22 feet to the Point of Beginning.

RESERVING UNTO THE GRANTOR, his heirs, successors and assigns, an easement across the Westerly thirty (30.0) feet for road, street and utility purposes and uses. The Grantor, his heirs, successors and assigns shall have the right, but shall have no obligation, to maintain a road or trail on said easement. Grantor and Grantee agree that said easement shall be a private easement for use by the parties to this deed, their heirs, successors and assigns and such other persons as each party shall from time to time designate.

TOGETHER with a non-exclusive right to use a non-exclusive easement sixty (60.0) feet in width for road, street and utility purposes from Mission Valley Boulevard over the present road or trail to the bridge over the Sarasota West Coast Watershed Canal to that part of the East 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota, Florida; lying East of said West Coast Watershed Canal. the said non-exclusive easement is recorded in Official Records Book 770, Page 797, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private nonexclusive easement.

TOGETHER with a non-exclusive right to use a non-exclusive easement across the Easterly

thirty (30.0) feet of the following described property:

That part of the South 1/2 of Section 20, Township 38 South, Range 19 East, bounded on the West by centerline of Fox Creek and on the East by a line that is 1200 feet West of and parallel to centerline of Cowpen Slough Drainage Canal; LESS the South 1050 feet, Subject to an easement across the Easterly thirty (30.0) feet for egress and ingress.

Said easement shall be for road, street and utility purposes and uses. The said non-exclusive easement is recorded in Official Records Book 985, Page 681, Public Records of Sarasota County, Florida, and the Grantee, his successors and assigns by acceptance hereof agree to abide by the terms and conditions specified in said private non-exclusive easement.

PID #s 0364-04-0002 and 0362-00-1010

Parcel 1:

The. W 1/2 of SW 1/4 of Section 21, Township 38 South, Range 19 East, in Sarasota County, Florida and the following non-exclusive, continuous, permanent easements for ingress and egress:

1. The trail from Mission Valley Boulevard to the Bridge over the Sarasota West Coast Watershed Canal, aligned, generally, along the East-West centerline of Sections 19 and 20, Township 38 South, Range 19 East.
2. The South 30 feet of the N 1/2 of Section 21, Township 38 South, Range 19 East, Sarasota County, Florida; The South 30 feet of the N 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, lying East of the Canal (Cowpen Slough), LESS the Westerly 100 feet thereof; The Westerly 100 feet of the Southerly 200 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, lying East of the Canal (Cowpen Slough); The Southerly 30 feet of lands conveyed in Official Records Book 1308, Page 1190, of the Public Records of Sarasota County, Florida.
3. The right-of-way along Laurel Road (extended) being the South 60 feet of SE 1/4 of SE 1/4 of Section 29, Township 38 South, Range 19 East, and also the South 60 feet of Section 28, Township 38 South, Range 19 East.
4. The right-of-way along the Haul Road and the Haul Road extended, running North from Laurel Road (extended) being the East 30 feet of Sections 21 and 28. and the West 30 feet of the North 3/4 of Section 22, all being in Township 38 South, Range 19 East.
5. A 60 foot right-of-way extended Easterly from Haul Road in Section 22-38-19, being the North 60 feet of the NW 1/4 of said Section 22.

6. A 60 foot right-of-way extended Easterly from the Haul Road in Section 22, Township 38 South, Range 19 East. Begin the South 60 feet of the N 1/2 of the SW 1/4 and also the South 60 feet of the NW 1/4 of SE 1/4 of said Section 22, known as Gene Green Road.

7. All easements described in Warranty Deed recorded in Official Records Book 770, Pages 797 through 802, and Grant of Easement recorded in Off Records Book 1206, Pages 502 and 503, all of the Public Records of Sarasota County, Florida.

Parcel 2:

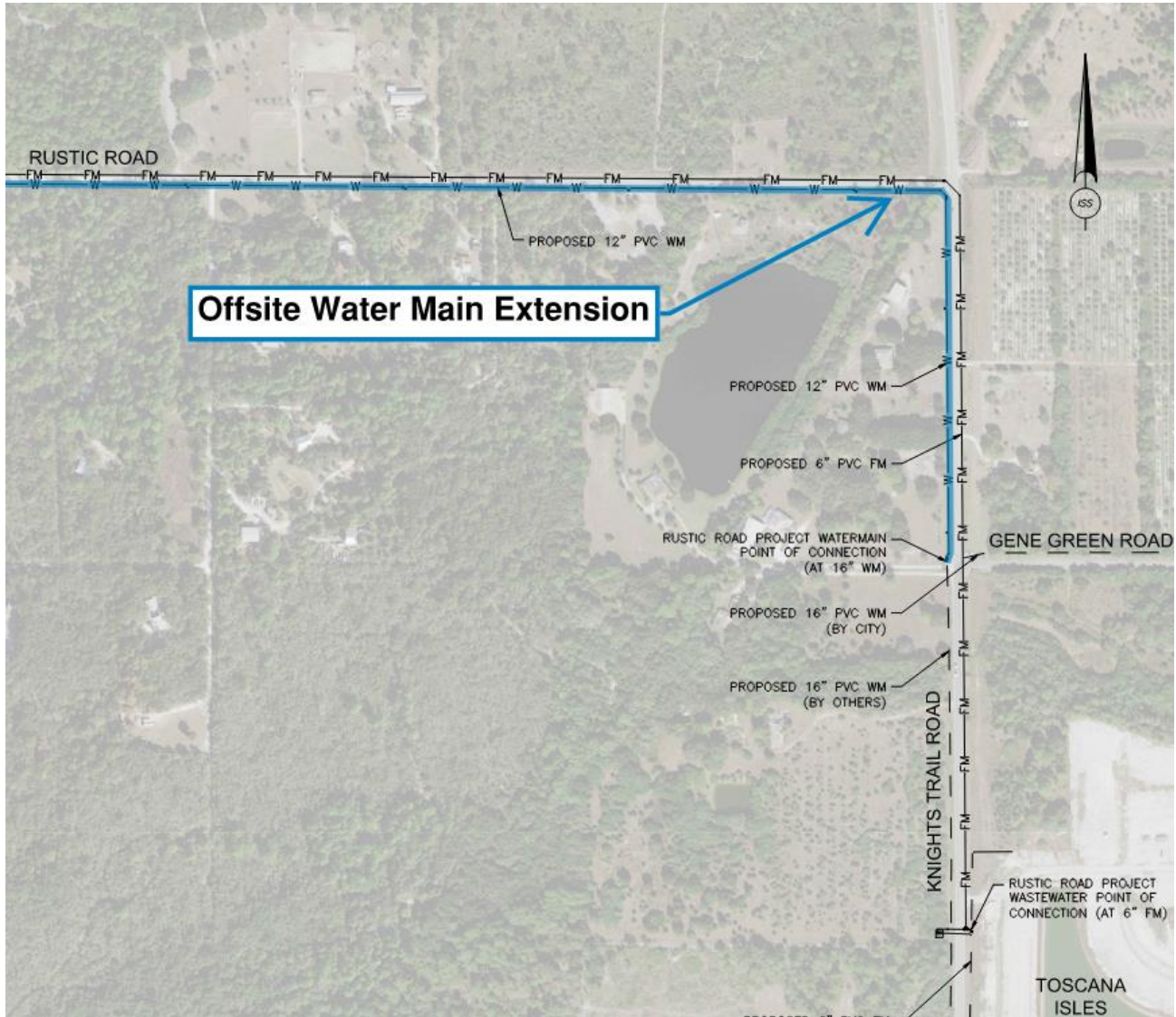
All that part of the SE 1/4 of Section 20, Township 38 South, Range 19 East, lying East of the canal (Cow Pen Slough) and Easterly of Interstate 75. ALSO, a parcel of land lying the NE 1/4 of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows: Commence at the NE corner of said Section 29, for a Point of Beginning; thence along the East line of said Section 29, S 00°09'22" W, (on an assumed bearing) 598.21 feet to the intersection with the Northeasterly R/W line of Interstate 75; thence along the Northeasterly R/W line of Interstate 75, N 39°47'50" West, 794.55 feet to the intersection with the North line of said Section 29; thence along the North line of said Section 29, S 88°37'24" East, 510.35 feet to the Point of Beginning. TOGETHER WITH non-exclusive easements for access as recorded in Official Records Book 1317, Pages 931 and 932, of the Public Records of Sarasota County, Florida.

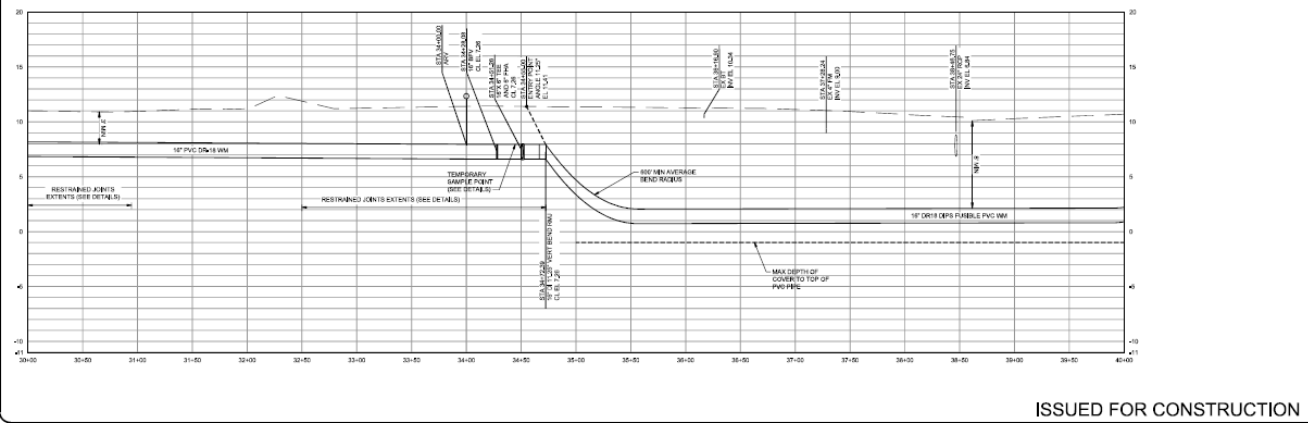
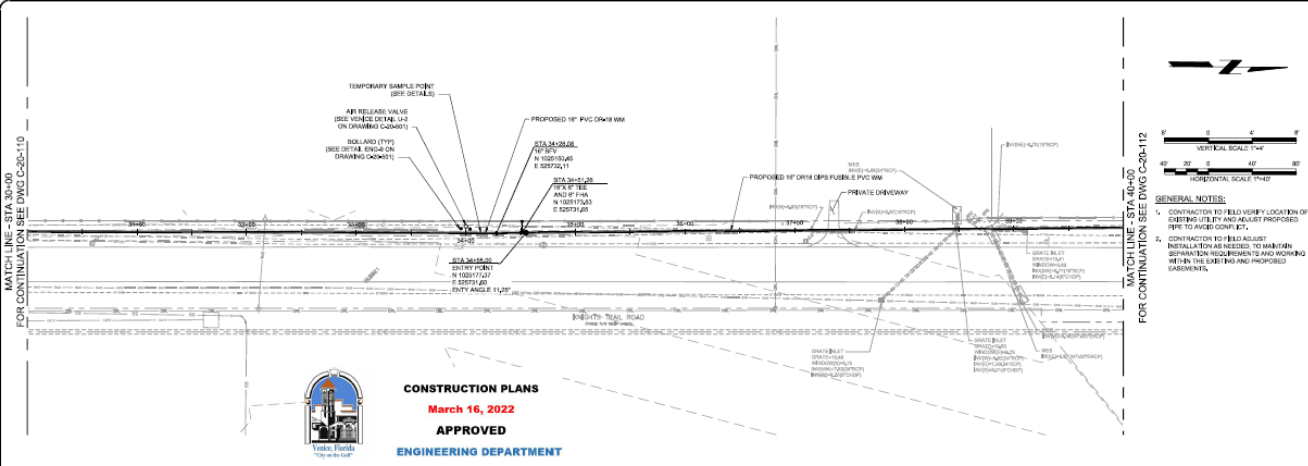
Parcel 3:

The Southerly 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota County, Florida, lying East of Cow Pen Slough.
Less that Parcel #112 as described in that certain Order of Taking recorded in Instrument #2010066284, of the Public Records of Sarasota County, Florida.

EXHIBIT "B"

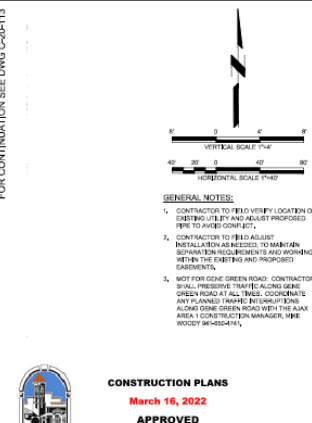
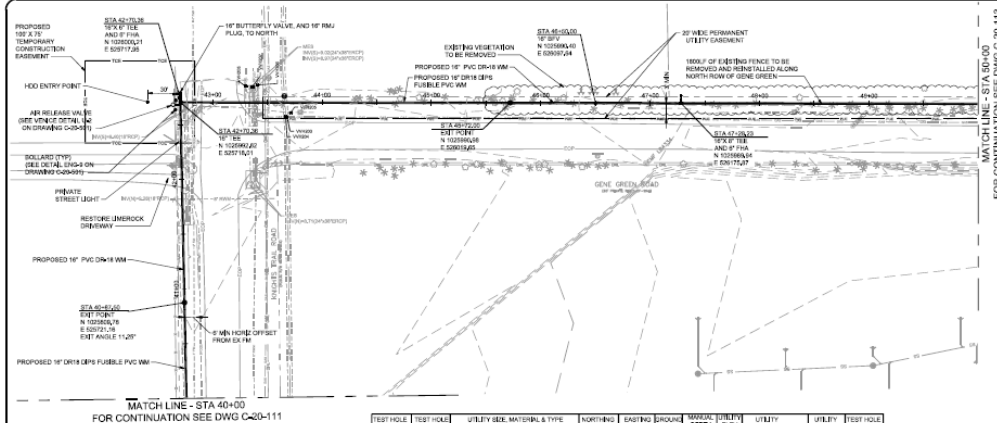
Offsite Water Main Extension and City Water Main Segment





ISSUED FOR CONSTRUCTION

 CITY OF VENICE NEW WATER BOOSTER PUMP STATION CIVIL UTILITY PLAN AND PROFILE OFFSITE PW MAINS & FOCI - GENE GREEN RD ROUTE	 BLACK & VEATCH Black & Veatch Corporation 1100 N. West 15th Street Fort Lauderdale, Florida 33311
SHEET NO: 405737 DATE: FEBRUARY 2022 PROJECT NO: 405737 C-20-111	DRAWN BY: JEL CHECKED BY: JEL APPROVED BY: JEL DATE: FEBRUARY 2022 PROJECT NO: 405737 C-20-111



ISSUED FOR CONSTRUCTION

 CITY OF VENICE NEW WATER BOOSTER PUMP STATION CIVIL UTILITY PLAN AND PROFILE OFFSITE PW MAINS & FOCI - GENE GREEN RD ROUTE	 BLACK & VEATCH Black & Veatch Corporation 1100 N. West 15th Street Fort Lauderdale, Florida 33311
SHEET NO: 405737 DATE: FEBRUARY 2022 PROJECT NO: 405737 C-20-112	DRAWN BY: JEL CHECKED BY: JEL APPROVED BY: JEL DATE: FEBRUARY 2022 PROJECT NO: 405737 C-20-112

TEST HOLE NUMBER	UTILITY SIZE, MATERIAL & TYPE (SEE MEASUREMENTS IN NOTES AND/OR DETAILS)	NORTHING	EASTING	GROUND ELEV.	UTILITY TOP ELEV.	UTILITY BOTTOM ELEV.	UTILITY OWNER	UTILITY SECTION	TEST HOLE DATA
R0132002	12\"/>								

Deme Construction

3301 Whitfield Ave
Sarasota, FL 34243
UNITED STATES

Phone: (941) 755-5900

Lic # CUC1225333

To:	Meritage Homes	Contact:	
Address:	10117 Princess Palm Ave. Ste 550 Tampa, FL 33610	Phone:	(813) 386-8762
Project Name:	C.O.V. 16" WM (Knights Trail)	Fax:	
Project Location:		Bid Number:	B22-19
		Bid Date:	5/16/2022

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Earthwork				
Mobilization	1.00	LS	\$28,900.00	\$28,900.00
NPDES Compliance	1.00	LS	\$9,450.00	\$9,450.00
Silt Fence	7,488.00	LF	\$2.15	\$16,099.20
Locate Existing Utilities	1.00	LS	\$5,920.00	\$5,920.00
Clearing	1.00	LS	\$17,200.00	\$17,200.00
Dewatering	1.00	LS	\$36,960.00	\$36,960.00
Grading	1.00	LS	\$45,515.00	\$45,515.00
Maintenance of Traffic	1.00	LS	\$18,260.00	\$18,260.00
Bahia Sod Restoration	7,732.00	SY	\$3.30	\$25,515.60
Survey, Stakeouts, and As-builts	1.00	LS	\$32,740.00	\$32,740.00
Geotechnical Testing	1.00	LS	\$46,315.00	\$46,315.00
Total Price for above Earthwork Items:				\$282,874.80

Water				
16" PVC SDR 18	1,570.00	LF	\$208.00	\$326,560.00
16" Butterfly Valve	2.00	EACH	\$8,345.00	\$16,690.00
8" Gate Valve and Box	3.00	EACH	\$2,490.00	\$7,470.00
6" Cap / TBO	5.00	EACH	\$1,230.00	\$6,150.00
8" Cap / TBO	3.00	EACH	\$1,265.00	\$3,795.00
16" Cap / TBO	3.00	EACH	\$2,535.00	\$7,605.00
16" - 11.25° MJ Bend	8.00	EACH	\$2,955.00	\$23,640.00
16" - 45° MJ Bend	3.00	EACH	\$2,960.00	\$8,880.00
16" X 6" MJ Tee	5.00	EACH	\$3,510.00	\$17,550.00
16" X 16" MJ Tee	1.00	EACH	\$4,995.00	\$4,995.00
16" X 8" MJ Tee	3.00	EACH	\$3,755.00	\$11,265.00
16" X 12" MJ Reducer	1.00	EACH	\$2,105.00	\$2,105.00
Directional Drill 16" (Fusible DR-18)	2,295.00	LF	\$413.00	\$947,835.00
Bollards	6.00	EACH	\$1,420.00	\$8,520.00
Air Release Valve	4.00	EACH	\$8,700.00	\$34,800.00
Restrained Joints	1.00	LS	\$139,250.00	\$139,250.00
Fire Hydrant Assembly	5.00	EACH	\$6,875.00	\$34,375.00
Temporary 6" Jumper	1.00	EACH	\$12,500.00	\$12,500.00
Chlorine Injection Point	1.00	EACH	\$836.00	\$836.00
Water Distribution Sample Point	2.00	EACH	\$1,395.00	\$2,790.00
Remove And Replace Lime Rock Drive Apron	1.00	EACH	\$4,800.00	\$4,800.00
Remove And Replace Asphalt Drive Apron	1.00	LS	\$6,435.00	\$6,435.00
Remove TBO And Connect To End Of Existing 12" WM	1.00	EACH	\$4,470.00	\$4,470.00
Pressure Test	1.00	LS	\$10,490.00	\$10,490.00
Chlorination	1.00	LS	\$10,490.00	\$10,490.00
Total Price for above Water Items:				\$1,654,296.00

Total Bid Price: \$1,937,170.80

Notes:

- street light relocation by others

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Deme Construction

Authorized Signature: _____

Estimator: