



First American Title Insurance Company
PO Box 776123
Chicago, IL 60677-6124
Phone: (727)549-3200
Fax: (866)265-4386

**PROPERTY INFORMATION REPORT FOR THE FILING
OF A SUBDIVISION PLAT IN
Sarasota County, Florida**

FATIC File No.: 7222-6473311

A search of the Public Records of Sarasota County, Florida, through September 18, 2023 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of MAGNOLIA BAY NORTH PHASE II (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

A. The last deed of record was dated December 17, 2021 and recorded December 17, 2021 in Official Records Instrument No.2021226305, Public Records of Sarasota County, Florida.

B. The record title holder is AG EHC II (MTH) MULTISTATE 1, LLC, a Delaware limited liability company .

C. The name(s) of the record title holder coincides with the name(s) shown as owner(s) on the unrecorded plat of MAGNOLIA BAY NORTH PHASE II .

D. Unsatisfied mortgages or liens encumbering said property are as follows:

NO OPEN MORTGAGES OF FINANCING FOUND OF RECORD.

1. Notice of Commencement recorded March 16, 2023 in Official Records Instrument No. 2023042758.

E. Underlying rights of way, easements or plats affecting said property are as follows:

1. Permanent Easement in favor of Sarasota County, a political subdivision of the State of Florida, recorded in Official Records Book 418, Page 852, Public Records of Sarasota County, Florida.

2. Temporary Easement in favor of Sarasota County, a political subdivision of the State of Florida, recorded in Official Records Book 418, Page 855, Public Records of Sarasota County, Florida.

3. Permanent Easement in favor of Sarasota County, a political subdivision of the State of Florida, recorded in Official Records Book 426, Page 56, Public Records of Sarasota County, Florida.

4. Terms, conditions, reservations and easements as set forth and created in that certain Warranty Deed recorded in Official Records Book 770, Page 797 and together with the Grant of Easement recorded in Official Records Book 1206, Page 502 and as affected by and together with the Permanent Easement Deed recorded in Official Records Book 2285, Page 1694, all of the Public Records of Sarasota County, Florida.

5. Reservations and easements as contained in that certain Deed recorded in Official Records Book 985, Page 683 and as corrected by Deed recorded in Official Records Book 1154, Page 1217, all of the Public Records of Sarasota County, Florida.

6. Limited access right of way and rights of ingress, egress, light, air and view as set forth and taken by the Order of Taking recorded in Official Records Book 1150, Page 931, Public Records of Sarasota County, Florida.
7. Grant of Easement recorded in Official Records Book 1308, Page 1192, Public Records of Sarasota County, Florida.
8. Terms, conditions and non-exclusive perpetual easement for public access, drainage and utilities as set forth in that the Grant of Easement recorded in Official Records Book 1317, Page 931, Public Records of Sarasota County, Florida.
9. Easement across the Westerly 30.00 feet for road, street and utility purposes and uses as reserved in that certain Warranty Deed recorded in Official Records Book 1891, Page 2128, Public Records of Sarasota County, Florida.
10. Easement across the Westerly 30.00 feet for road, street and utility purposes and uses as reserved in that certain Warranty Deed recorded in Official Records Book 2050, Page 131, Public Records of Sarasota County, Florida.
11. Terms, conditions and non-exclusive ingress, egress, drainage and utility easement as set forth and created in that certain Warranty Deed recorded in Official Records Book 2278, Page 536, Public Records of Sarasota County, Florida.
12. Non-exclusive ingress, egress, drainage and utility easement as set forth in that certain Warranty Deed recorded in Official Records Book 2285, Page 1698, Public Records of Sarasota County, Florida.
13. Easement for Ingress and Egress recorded in Official Records Book 2671, Page 1901 and as corrected by that certain Corrective Easement for Ingress and Egress recorded in Official Records Book 2928, Page 70, all of the Public Records of Sarasota County, Florida.
14. Grant of Permanent Easement recorded in Official Records Book 2761, Page 1949, Public Records of Sarasota County, Florida.
15. Easement in favor of Florida Power & Light Company recorded in Official Records Instrument No. 2001044806, Public Records of Sarasota County, Florida.
16. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code and Resolution No. 2017-222 recorded in Official Records Instrument No. 2017157935, Public Records of Sarasota County, Florida.
17. Ordinance No. 2019-22 recorded in Official Records Instrument No. 2019132745, Public Records of Sarasota County, Florida.
18. Notice of Establishment of the Rustic Oaks Community Development District recorded July 26, 2021 in Official Records Instrument No. 2021137699, Public Records of Sarasota County, Florida.
19. Assignment of Intangible Property recorded December 17, 2021 in Official Records Instrument No. 2021226307, as affected by Notice of Termination of Memorandum and Quit Claim Assignment of Intangible Rights recorded January 18, 2023 in Official Records Instrument No. 2023009040, Public Records of Sarasota County, Florida.
20. Declaration of Consent to Jurisdiction of the Rustic Oaks Community Development District, Imposition of Special Assessments, and Imposition of Lien of Record recorded February 10, 2022 in Official Records Instrument No. 2022023050, Public Records of Sarasota County, Florida.
21. Agreement to Convey or Dedicate recorded February 10, 2022 in Official Records Instrument No. 2022023051, Public Records of Sarasota County, Florida.

22. Agreement to Convey or Dedicate recorded February 10, 2022 in Official Records Instrument No. 2022023052, Public Records of Sarasota County, Florida.

23. Collateral Assignment and Assumption of Development Rights Relating to the Series 2022 Project recorded February 10, 2022 in Official Records Instrument No. 2022023053, Public Records of Sarasota County, Florida.

24. True-Up Agreement recorded February 10, 2022 in Official Records Instrument No. 2022023054, Public Records of Sarasota County, Florida.

25. Lien of Record, Disclosure of Public Financing, and Maintenance of Improvements of the Rustic Oaks Community Development District recorded February 10, 2022 in Official Records Instrument No. 2022023055, Public Records of Sarasota County, Florida.

26. Easement Agreement recorded May 2, 2023 in Official Records Instrument No. 2023071409, Public Records of Sarasota County, Florida.

F. Other information regarding said property includes:

NOTES:

a) Recorded Notice of Environmental Resource Permit recorded January 24, 2022 in Official Records Instrument No. 2022011842, Public Records of Sarasota County, Florida.

b) Recorded Notice of Environmental Resource Permit recorded January 24, 2022 in Official Records Instrument No. 2022011843, Public Records of Sarasota County, Florida.

G. 2022 Ad valorem taxes on said property are PAID for Tax Parcel I. D. Number 0361001001 and 0361001002.

**PROPERTY INFORMATION REPORT FOR THE FILING
OF A SUBDIVISION PLAT IN
Sarasota County, Florida**

This property information report is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the Sarasota Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company



By: _____
Authorized Signatory

Exhibit "A"

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

BEGIN at the Northeast corner of MAGNOLIA BAY NORTH PHASE 1, according to the plat thereof, as recorded in Plat Book 56, Pages 458 through 472, of the Public Records of Sarasota County, Florida; run thence along the Northerly boundary thereof the following thirteen (13) courses: 1) N.86°57'32"W., a distance of 162.18 feet; 2) N.76°11'50"W., a distance of 373.99 feet; 3) N.76°23'45"W., a distance of 178.97 feet; 4) N.64°05'59"W., a distance of 55.53 feet; 5) N.66°58'01"W., a distance of 55.53 feet; 6) N.69°37'59"W., a distance of 55.54 feet; 7) N.72°26'08"W., a distance of 77.84 feet; 8) N.75°57'57"W., a distance of 175.00 feet; 9) S.71°04'37"W., a distance of 24.82 feet; 10) N.86°44'45"W., a distance of 55.10 feet; 11) N.87°00'00"W., a distance of 695.00 feet; 12) N.03°00'00"E., a distance of 172.44 feet; 13) N.86°53'19"W., a distance of 202.43 feet; thence N.03°06'41"E., a distance of 701.81 feet to a point on the North boundary of said Section 20; thence along said North boundary the following two (2) courses: 1) S.86°53'24"E., a distance of 316.84 feet; 2) S.86°53'19"E., a distance of 2320.62 feet to a point on the centerline of the SARASOTA WEST COAST WATERSHED RIGHT OF WAY (COW PEN SLOUGH CANAL); thence along said centerline the following three (3) courses: 1) S.55°53'18"W., a distance of 151.49 feet; 2) Southwesterly, 458.71 feet along the arc of a tangent curve to the left having a radius of 716.78 feet and a central angle of 36°40'01" (chord bearing S.37°33'19"W., 450.92 feet); 3) S.19°13'18"W., a distance of 636.49 feet to the POINT OF BEGINNING.

1.204

PERMANENT EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged,

EDWARD J. EWING and LOUISE C. EWING, husband and wife
(Name)

of Mission Valley Estates, Venice, Florida, Grantor(s),
(Address)

does hereby grant, bargain, sell, convey and release unto the COUNTY OF SARASOTA, a political subdivision of the State of Florida, Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of Sarasota, State of Florida, to-wit:

See Exhibit "A", attached herewith and made a part hereof.

for the purpose of:

For or in connection with the construction necessary to improve (Cow Pen Slough, South Creek Lateral, Vegetable Area Relief Channel, Main No. 1 Channel, Shakett Creek) located on the above described land, such construction to include, but not be limited to, widening, deepening, diking and straightening; for or in connection with the construction of a water control structure (s) designated as number(s) / in the Sarasota West Coast Watershed Work Plan to be located on the above described land; for the control of or flowage of any waters in, over, upon or through (Cow Pen Slough, South Creek Lateral, Vegetable Area Relief Channel, Main No. 1 Channel, Shakett Creek); for or in connection with the operation, maintenance and inspection of such water way and water control structure (s).

1. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.

SARASOTA COUNTY
STATE OF FLORIDA
EPP-2001
164659 0020

Exhibit "A"
DRAINAGE RIGHT-OF-WAY (COWPEN SLOUGH)

Edward J. Ewing and Louise C. Ewing

To

Sarasota County, Florida

That Part of:

The E ½ of Section 20, Township 38S, Range 19E lying within a 190' wide strip of land, the center line of which is described as follows:

Commence at the SW corner of the SE ¼ of Section 20, Township 38S, Range 19E; thence S 89°-59'-40"E a distance of 158.67' for a P.O.B. Thence N 17°-51'-40"E a distance of 5173.17' to a point of a curve having a central angle of 36°-40'-00" and a radius of 716.78'; thence N 17°-51'-40"E along the arc of said curve a distance of 458.71' to a point of tangency; thence N 54°-31'-40"E a distance of 151.40' to a point on the North line of said Section 20, said point being 363.72" N 88°-16'-00"W of the NE corner of said Section 20 and also being 3004.66' S 88°-16'-00"E of the NW corner of said Section 20.

Also the following described 55.00' by 100.00' tract:

Commence at the SW corner of the SE ¼ of Section 20, Township 38S, Range 19E; thence S 89°-59'-40"E a distance of 158.67'; thence N 17°-51'-40"E a distance of 1340.54'; thence S 72°-08'-20"E a distance of 95.00' for a P.O.B.; thence continue S 72°-08'-20"E a distance of 55.00'; thence N 17°-51'-40"E a distance of 100.00'; thence N 72°-08'-20"W a distance of 55.00'; thence S 17°-51'-40"W a distance of 100.00' to the P.O.B.

Also the following described 55.00' by 100.00' tract:

Commence at the SW corner of the SE ¼ of Section 20, Township 38S, Range 19E; thence S 89°-59'-40"E a distance of 158.67'; thence N 17°-51'-40"E a distance of 4377.54'; thence N 72°-08'-20"W a distance of 95.00' for a P.O.B. Thence continue N 72°-08'-20"W a distance of 55.00'; thence N 17°-51'-40"E a distance of 100.00'; thence S 72°-08'-20"E a distance of 55.00'; thence S 17°-51'-40"W a distance of 100.00' to the P.O.B.

All tracts combined contain 25.00 ac.

2. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

3. The Grantee is responsible for operating and maintaining the above described works of improvement.

4. Special provisions:

None

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 20 day of March, 1963.

Signed, Sealed and Delivered in the Presence of:

Richard E. Gento
(Signature)

Edward J. Ewing (SEAL)
(Signature of Grantor)

Sheila Stewart
(Signature)

Louise C. Ewing (SEAL)
(Signature of Grantor)

STATE OF FLORIDA)
COUNTY OF SARASOTA) ss

FILED AND RECORDED
MAR 4 10 12 AM '63
W. A. WYNN, CLERK
SARASOTA CO., FLA.

164659

I HEREBY CERTIFY, that on this day before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared EDWARD J. EWING and LOUISE C. EWING, his wife, to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged before me that he (or they) executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 20 day of March, A. D. 1963.



Richard E. Gento
(Signature of Officer)

Notary Public
(Title of Officer)

Notary Public, State of Florida at Large
My Comm. Expires August 1, 1974
Bonded by the Actra Casualty & Surety Co.

24

8.209

REC 418 PAGE 855

164660

TEMPORARY EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

EDWARD J. EWING and LOUISE G. EWING, husband and wife
(Name)

of Mission Valley Estates, Venice, Florida Grantor(s),
(Address)

does hereby grant, bargain, sell, convey and release unto the COUNTY OF SARASOTA, a political subdivision of the State of Florida, Grantee, its successors and assigns, a temporary easement in, over and upon the following described land situated in the County of Sarasota, State of Florida, to-wit:

See Exhibit "B", attached herewith and made a part hereof.

for the purpose of:

In connection with the construction necessary to improve (Cow Pen Slough, South Creek Lateral, Vegetable Area Relief Channel, Main No. 1 Channel, Shakett Creek) for the deposit, storage and removal of dredged or excavated material and the operation of all necessary equipment and vehicles incident thereto, and the storage of equipment, materials, vehicles and supplies.

1. This temporary easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor and any other land of the Grantor adjoining said land.

2. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

3. Special provisions:

None.

SARASOTA COUNTY
STATE OF FLORIDA
1020

TEMPORARY EASEMENT (COWPEN SLOUGH)

Edward J. Ewing and Louise C. Ewing

To

Sarasota, Florida

That Part of the E $\frac{1}{4}$ of Section 20, Township 38S, Range 19E, lying within the following described strips of land,

A strip of land 55' in width lying in the E $\frac{1}{4}$ of Section 20, Township 38S, Range 19E, the Easterly line of said strip being parallel to and 95' Westerly of the following described line:

Commence at the SW corner of the SE $\frac{1}{4}$ of Section 20, Township 38S, Range 19E; thence S $89^{\circ}-39'-40''$ E a distance of 158.67' for a P.O.B. Thence N $17^{\circ}-51'-40''$ E a distance of 5173.17' to a point of a curve having a central angle of $36^{\circ}-40'-00''$ and a radius of 716.78'; thence NE'ly along the a.c. of said curve a distance of 438.71' to a point of tangency; thence N $34^{\circ}-31'-40''$ E a distance of 151.40' to a point on the North line of said Section 20, said point being 363.72' N $88^{\circ}-16'-00''$ W of the NE corner of said Section 20 and also being 5004.66' S $88^{\circ}-16'-00''$ E of the NW corner of said Section 20.

A strip of land 55' in a width lying in the E $\frac{1}{4}$ of Section 20, Township 38S, Range 19E the Westerly line of said strip being parallel to and 95' Easterly of the following described line:

Commence at the SW corner of the SE $\frac{1}{4}$ of Section 20, Township 38S, Range 19E; thence S $89^{\circ}-39'-40''$ E a distance of 158.67' for a P.O.B. Thence N $17^{\circ}-51'-40''$ E a distance of 5173.17' to a point of a curve having a central angle of $36^{\circ}-40'-00''$ and a radius of 716.78'; thence NE'ly along the arc of said curve a distance of 438.71' to a point of tangency; thence N $34^{\circ}-31'-40''$ E a distance of 151.40' to a point on the North line of said Section 20, said point being 363.72' N $88^{\circ}-16'-00''$ W of the NE corner of said Section 20 and also being 5004.66' S $88^{\circ}-16'-00''$ E of the NW corner of said Section 20.

Containing 14.35 acres.

TO HAVE AND TO HOLD the aforesaid temporary easement in, over and upon the above described land of the Grantor, with all the rights and privileges thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, until such rights and privileges herein granted shall become null and void after the _____ day of _____, A. D., _____.

Completion and acceptance of the construction in the area described herein.

IN WITNESS WHEREOF, the Grantor(s) has executed this instrument on the 20 day of March, 1963.

Signed, Sealed and Delivered in the Presence of:

Richard E. Smith
(Signature)

Edward J. Ewing (SEAL)
(Signature of Grantor)

Shelene Christman
(Signature)

Louise C. Ewing (SEAL)
(Signature of Grantor)

STATE OF FLORIDA)
COUNTY OF SARASOTA) ss

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared EDWARD J. EWING and LOUISE C. EWING, his wife, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged before me that he (or they) executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 20 day of March, A. D. 1963.



Richard E. Smith
(Signature of Officer)

Notary Public
(Title of Officer)

NOTARY PUBLIC
STATE OF FLORIDA

FILED AND RECORDED
APR 9 10 12 AM '63
W. A. WYNN, C. CLK.
SARASOTA CO., FLA.
164560

OFF REC 426 PAGE 56

168609

PERMANENT EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged,

FRANK J. SMITH and LOUIS C. SMITH, Husband and wife
(Name)

of Mission Valley Estates, Venice, Florida, Grantors,
(Address)

do hereby grant, bargain, sell, convey and release unto the COUNTY OF SARASOTA, a political subdivision of the State of Florida, Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of Sarasota, State of Florida, to-wit:

SK. SHIMMER "A", ATTACHED HERETO AND ADE A PART HEREOF.

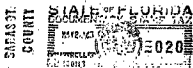
For the purpose of:

For or in connection with the construction necessary to improve (Cow Pen Slough, South Creek Interdial, Vegetable Area Relief Channel, Main No. 1 Channel, Shakett Creek) located on the above described land, such construction to include, but not be limited to, widening, deepening, diking and straightening, for or in connection with the construction of a water control structure(s) designated as number(s) _____ / _____ in the Sarasota West Coast Watershed Work Plan to be located on the above described land; for the control of or flowage of any waters in, over, upon or through (Cow Pen Slough, South Creek Interdial, Vegetable Area Relief Channel, Main No. 1 Channel, Shakett Creek); for or in connection with the operation, maintenance and inspection of such water way and water control structure(s).

1. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantors or any other land of the Grantors adjoining said land.

2. There is reserved to the Grantors, their heirs and assigns, the right and privilege to use the above described land of the Grantors at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment of the Grantee, its successors and assigns, of the rights and privileges herein granted.

3. The Grantee is responsible for operation and maintaining the above described works of improvement.



DRAINAGE RIGHT OF WAY (COWPEN SLOUGH)

Edward J. Ewing and Louise C. Ewing

to

Sarasota County

A tract of land in the E½ of Section 20, Township 38S, Range 19E more particularly described as follows:

Commence at the SW corner of the SE¼ of Section 20, Township 38S, Range 19E; thence S-39°-59'-40"-E a distance of 158.67'; thence N-17°-51'-40"-E a distance of 5173.17' to a point of a curve having a central angle of 36°-40'-00" and a radius of 716.78'; thence NE'ly along the arc of said curve a distance of 120.00'; thence N-62°-32'-48"-W a distance of 95.00' for a P.O.B. Thence continua N-62°-32'-48"-W a distance of 55.00' to a point on a curve having a central angle of 6°-36'-35" and a radius of 866.78'; thence NE'ly along the arc of said curve a distance of 100.00'; thence S-55°-56'-13"-E a distance of 55.00' to a point on a curve having a central angle of 6°-36'-35" and a radius of 811.78'; thence SW'ly along the arc of said curve a distance of 93.65' to the P.O.B.

Containing .12 acres.

4. Special provisions:

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantors, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors have executed this instrument on the 16 day of May, 1963.

Signed, sealed and
Delivered in the
presence of:

Edward J. Ewing (S.E.)
(Signature of Grantor)

Richard E. Gault

Miss C. Ewing (S.E.)
(Signature of Grantor)

Richard E. Gault

STATE OF FLORIDA)
COUNTY OF SARASOTA) ss

I, LEAHY CAMPBELL, that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared EDWARD J. EWING and LOUISE C. EWING, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged before me that they executed the same.

IN WITNESS my hand and official seal in the County and State last aforesaid, this 16 day of May, A. D. 1963.



Richard E. Gault
(Signature of Officer)

Notary Public
(Title of Officer)

W.A. WYNNER, CLERK
SARASOTA CO., FLA.

MAY 24 2 56 PM '63

Notary Public, State of Florida at Large
M. Commissioner Expires, August, 1964
Bonded by the Home County & Surety Co.

FILED AND RECORDED

609891

REC 710 H 797

323375

725
536
1476
536

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

KARD, MERRILL, CULLIS, TIMM & HOLYOBY
2041 Main Street
SARASOTA, FLORIDA 33777

PREPARED BY GUSTIS J. TANN
OF KARD, MERRILL, CULLIS, TIMM & HOLYOBY
2041 MAIN ST. SARASOTA, FLA. 33777

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 20th day of December 19 68, Between
LOUISE C. EWING, the unmarried widow of EDWARD J. EWING, Deceased,
of the County of Sarasota, State of Florida, grantor, and
MERL C. KELCE
whose post office address is 5355 Lindell Boulevard, St. Louis, Missouri
of the County of St. Louis, State of Missouri, grantee.

Witnesseth, That said grantor, for and in consideration of the sum of
----- Ten and 00/100 ----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
lowing described land, situate, lying and being in Sarasota County, Florida, to-wit:

The Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4
of Section 33; the Northwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the North-
west 1/4 of Section 34; the South half of the Southwest 1/4 of Section 27; the Southeast
1/4 of Section 28; the Southwest 1/4 of Section 28; the Southwest 1/4 of the Northeast 1/4;
the Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northeast 1/4; the South-
east 1/4 of the Northwest 1/4; and the Southwest 1/4 of the Northwest 1/4 of Section 28;
the Northeast 1/4 of the Southeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section
29; the Southeast 1/4 of the Southeast 1/4; the North half of the Southeast 1/4; the North-
east 1/4; the Northwest 1/4 and Southwest 1/4 of Section 21; the North half of the South-
west 1/4; the Northwest 1/4 of the Southeast 1/4; the Southwest 1/4 of the Northeast 1/4;
the South half of the Northwest 1/4 and the North half of the Northwest 1/4 of Section 22,
and all that portion of the East half of Section 20 lying east of the Canal, all in Township
38 South, Range 19 East, Sarasota County, Florida, containing 1.928 acres, more or less.

TOGETHER with an easement sixty (60) feet in width for road, street and utility
purposes and uses from Mission Valley Boulevard over the present road or trail to the **over
and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in my presence:
[Signature] [Signature]
LOUISE C. EWING (Seal)
MERL C. KELCE (Seal)

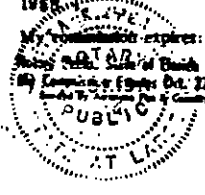
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STATE OF FLORIDA
COUNTY OF SARASOTA
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
appeared

LOUISE C. EWING, an unmarried widow,
to me known to be the person described in and who executed the foregoing instrument and acknowledged before
me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of December
1968.

[Signature]
Notary Public



STATE OF FLORIDA DOCUMENTARY \$11.00	STATE OF FLORIDA DOCUMENTARY \$11.00	STATE OF FLORIDA DOCUMENTARY \$11.00	STATE OF FLORIDA DOCUMENTARY \$11.00	STATE OF FLORIDA DOCUMENTARY \$11.00	STATE OF FLORIDA DOCUMENTARY \$11.00
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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 Grantee shall have the right, but shall have no obligation, to maintain the road or trail on said easement. The location of the present road or trail is set forth on Exhibit A attached hereto and made a part hereof. The Grantor, her heirs, successors and assigns shall have the right to relocate said easement in the event of the platting, subdividing or development of said property between Mission Valley Boulevard and said bridge, and in the event the Grantor, her heirs, successors and assigns shall dedicate to the public a roadway having a sixty (60) foot right-of-way from Mission Valley Boulevard to said bridge and a road is thereafter constructed on said right-of-way which is of the same quality or better than the present road or which is acceptable for maintenance by the County of Sarasota, Grantee, his heirs, successors and assigns agree to join in said dedication if necessary, and upon the acceptance of said dedication by the County of Sarasota, this easement shall terminate. Until such time as a public road is dedicated between Mission Valley Boulevard and said bridge, 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 including the owners of the property immediately to the North and East of the above described property.

Together with the non-exclusive right to use the present easements reserved by Grantor for ingress and egress and for the extension of Laurel Road in previous conveyances to other purchasers of property in Sections 29, 32, 28 and 33, all in Township 38 South, Range 19 East, said easements running east and west along the section lines dividing Sections 29 and 32 and 28 and 33 and being fifty (50) feet or sixty (60) feet on one or both sides of said section lines, as the case may be. Said easements run from the terminus of the present dedicated portion of Laurel Road to connect with the following easement for extension of Laurel Road reserved by Grantor.

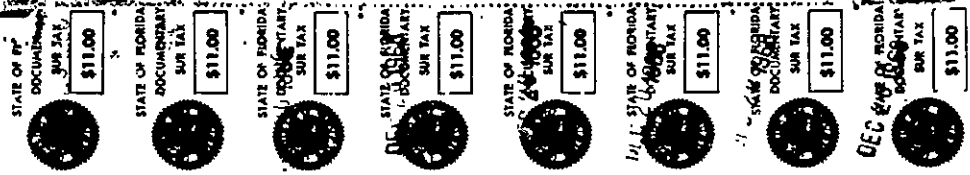
The Grantor hereby expressly reserves to herself, her heirs, executors, successors and assigns, a perpetual one hundred twenty (120) foot right-of-way easement for road, street, and utility purposes and uses sixty (60) feet on each side of the section line dividing Sections 29 and 32 and Sections 28 and 33, and to a point along the section line dividing Sections 27 and 34 thirty (30) feet to the east of the intersection and common corner of Sections 27, 28, 33 and 34, such one hundred twenty (120) foot right-of-way being reserved for the extension of Laurel Road and to be for the purpose of providing ingress and egress from Laurel Road and thence north upon the following described easement to the approximately four hundred (400) acres of land owned by Grantor in Sections 22 and 27, not included in the above described property.

The Grantor hereby also expressly reserved to herself, her heirs, executors and assigns a sixty (60) foot right-of-way easement for road, street and utility purposes and uses thirty (30) feet on either side of the section line dividing Sections 28 and 27 and Sections 21 and 22 to the northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 21, all in Township 38 South, Range 19 East, Sarasota County, Florida. The Grantee shall have the non-exclusive right to use that part of said sixty (60) foot road right-of-way easement which runs along the westerly thirty (30) feet of the property still owned by Grantor (approximately four hundred (400) acres) in Sections 27 and 22, Township 38 South, Range 19 East, Sarasota County, Florida.

The parties, their heirs, successors and assigns agree that at such time as roads are constructed on said right-of-way easements which meet either State Road Department or County of Sarasota specifications for maintenance, they will dedicate said property subject to these easements to the public for public road purposes. Either party shall have the right to maintain any road located on said easement provided that neither shall be expressly obligated to so maintain the road or any road located thereon. The location of the easements reserved to Grantor are set forth on Exhibit A attached hereto and made a part hereof. Until such time as the extension of Laurel Road and the above described

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W. J. ... 40 Bay 789 ...



sixty (60) foot right-of-way running north to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 21, said easement shall be a private easement for the use of the parties to this deed, their heirs, successors and assigns and lessees and such other persons as each party shall from time to time designate.

The Grantee agrees that the acceptance of this deed shall bind the Grantee, his heirs, successors and assigns to the terms and conditions hereof.

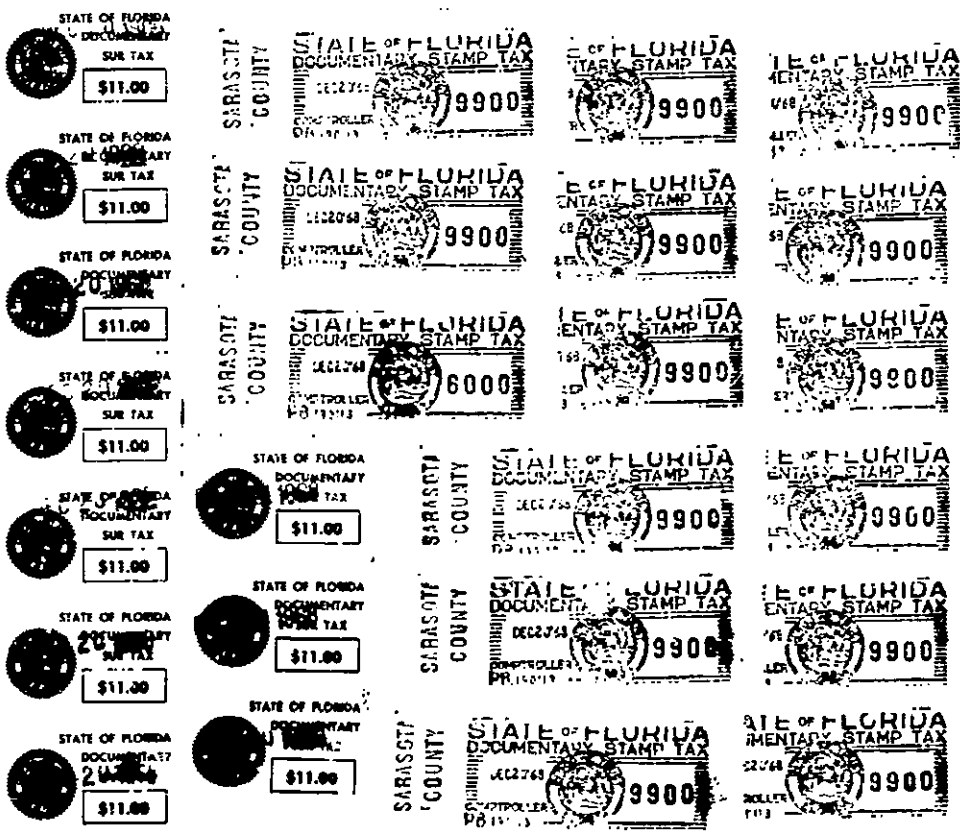
Subject to restriction on use of that part of the East 1/2 of Section 20, Township 38 South, Range 19 East, Sarasota, Florida; lying East of the Sarasota West Coast Water shed Canal recorded in Official Record Book 729 at Page 111, Public Records of Sarasota County, Florida.

Subject to the non-exclusive rights of the owners of the property immediately to the north and to the east of the above described property in Sections 21 and 22 of Township 38 South, Range 19 East, Sarasota County, Florida, to use the road or trail winding through said Sections 21 and 22 as their means of access and ingress and egress to their property.

Subject to easement to County of Sarasota for Canal recorded in Official Record Book 418, Page 852 and Official Record Book 426, Page 56, Public Records of Sarasota County, Florida.

Subject to taxes for the year 1969 and thereafter, and any other reservations, restrictions and easements of record, if any.

TIN 781



SEE 770 & 800

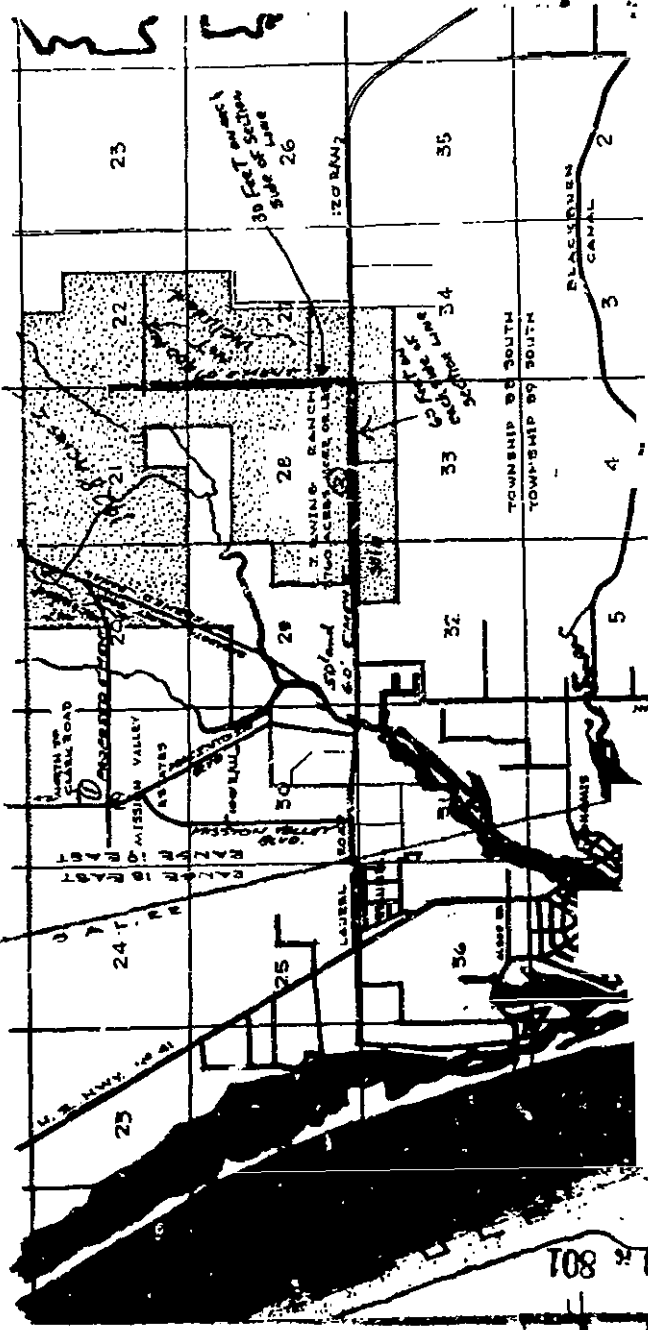
ACRES OF INDIVIDUAL SECTIONS

SHAKETT CREEK RANCH CORNERS 720 ACRES MORE OR LESS AND IS DESCRIBED AS FOLLOWS:

EAST 1/2 SECTION 20 820
 SECTION 21 1/4 ACRES, THE S.W. 1/4 OF THE S.E. 1/4, SECTION 21 600
 WEST 1/2 SECTION 22 4 ACRES, 1/2 OF SECTION 22 400
 THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 22 400
 WEST 1/2 SECTION 23 4 ACRES, 1/2 OF SECTION 23 400
 THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 23 400
 THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 23 400
 SECTION 24 1/4 ACRES, 1/2 OF SECTION 24 400
 SECTION 25 1/4 ACRES, 1/2 OF SECTION 25 400
 SECTION 26 1/4 ACRES, 1/2 OF SECTION 26 400
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 SECTION 34 1/4 ACRES, 1/2 OF SECTION 34 400
 SECTION 35 1/4 ACRES, 1/2 OF SECTION 35 400
 SECTION 36 1/4 ACRES, 1/2 OF SECTION 36 400

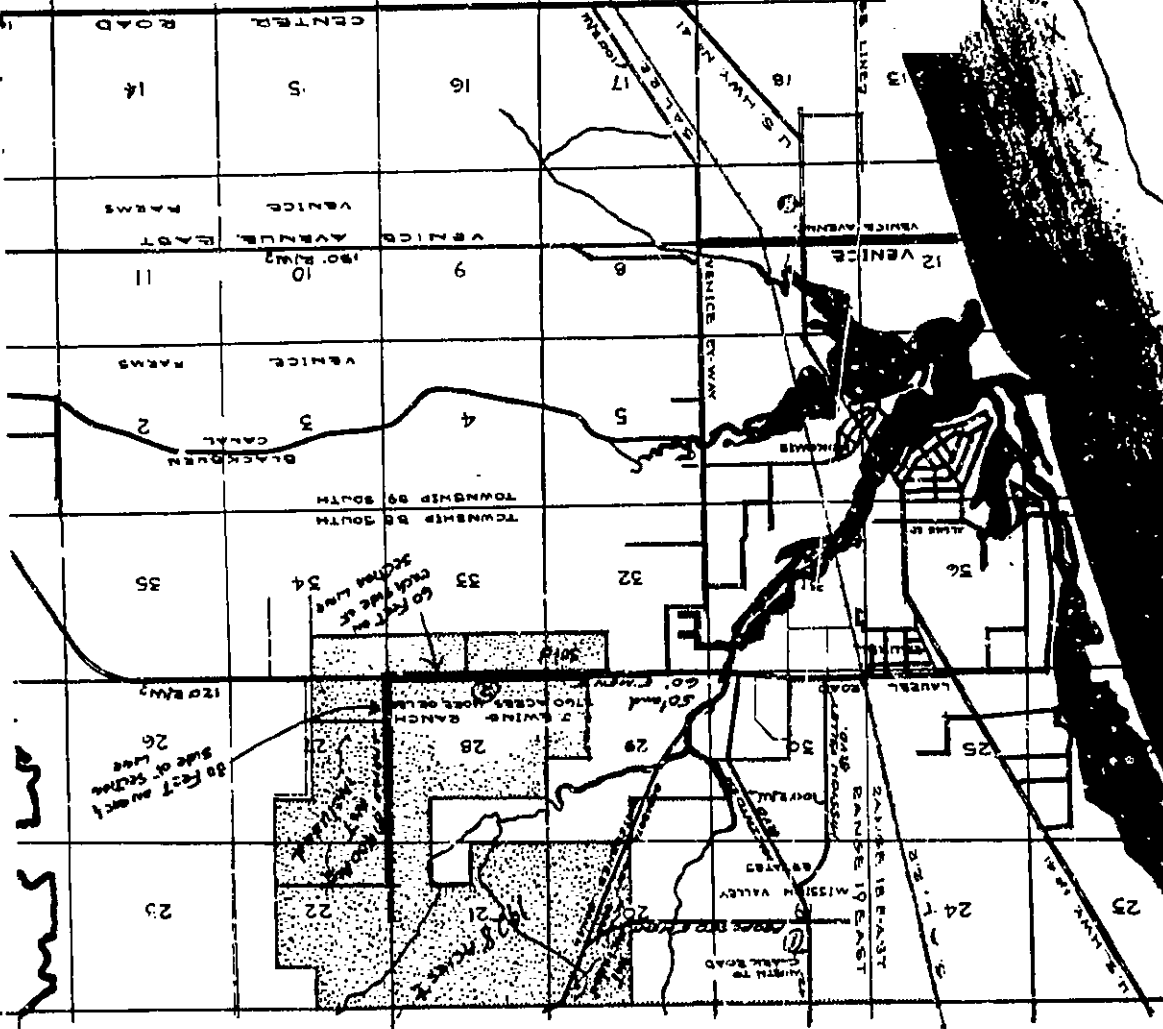
1680 ACRES MORE OR LESS.

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S P A R A S O T A

AGRO ACRES MORE OR LESS

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2	1/2	SECTION 28 E 1/4 OF N 1/4 OF S 1/4
3	1/2	SECTION 29 E 1/4 OF N 1/4 OF S 1/4
4	1/2	SECTION 30 E 1/4 OF N 1/4 OF S 1/4
5	1/2	SECTION 31 E 1/4 OF N 1/4 OF S 1/4
6	1/2	SECTION 32 E 1/4 OF N 1/4 OF S 1/4
7	1/2	SECTION 33 E 1/4 OF N 1/4 OF S 1/4
8	1/2	SECTION 34 E 1/4 OF N 1/4 OF S 1/4
9	1/2	SECTION 35 E 1/4 OF N 1/4 OF S 1/4
10	1/2	SECTION 1 E 1/4 OF N 1/4 OF S 1/4
11	1/2	SECTION 2 E 1/4 OF N 1/4 OF S 1/4
12	1/2	SECTION 3 E 1/4 OF N 1/4 OF S 1/4
13	1/2	SECTION 4 E 1/4 OF N 1/4 OF S 1/4
14	1/2	SECTION 5 E 1/4 OF N 1/4 OF S 1/4
15	1/2	SECTION 6 E 1/4 OF N 1/4 OF S 1/4
16	1/2	SECTION 7 E 1/4 OF N 1/4 OF S 1/4
17	1/2	SECTION 8 E 1/4 OF N 1/4 OF S 1/4
18	1/2	SECTION 9 E 1/4 OF N 1/4 OF S 1/4
19	1/2	SECTION 10 E 1/4 OF N 1/4 OF S 1/4
20	1/2	SECTION 11 E 1/4 OF N 1/4 OF S 1/4
21	1/2	SECTION 12 E 1/4 OF N 1/4 OF S 1/4
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23	1/2	SECTION 14 E 1/4 OF N 1/4 OF S 1/4
24	1/2	SECTION 15 E 1/4 OF N 1/4 OF S 1/4
25	1/2	SECTION 16 E 1/4 OF N 1/4 OF S 1/4
26	1/2	SECTION 17 E 1/4 OF N 1/4 OF S 1/4
27	1/2	SECTION 18 E 1/4 OF N 1/4 OF S 1/4
28	1/2	SECTION 19 E 1/4 OF N 1/4 OF S 1/4
29	1/2	SECTION 20 E 1/4 OF N 1/4 OF S 1/4
30	1/2	SECTION 21 E 1/4 OF N 1/4 OF S 1/4
31	1/2	SECTION 22 E 1/4 OF N 1/4 OF S 1/4
32	1/2	SECTION 23 E 1/4 OF N 1/4 OF S 1/4
33	1/2	SECTION 24 E 1/4 OF N 1/4 OF S 1/4
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35	1/2	SECTION 26 E 1/4 OF N 1/4 OF S 1/4

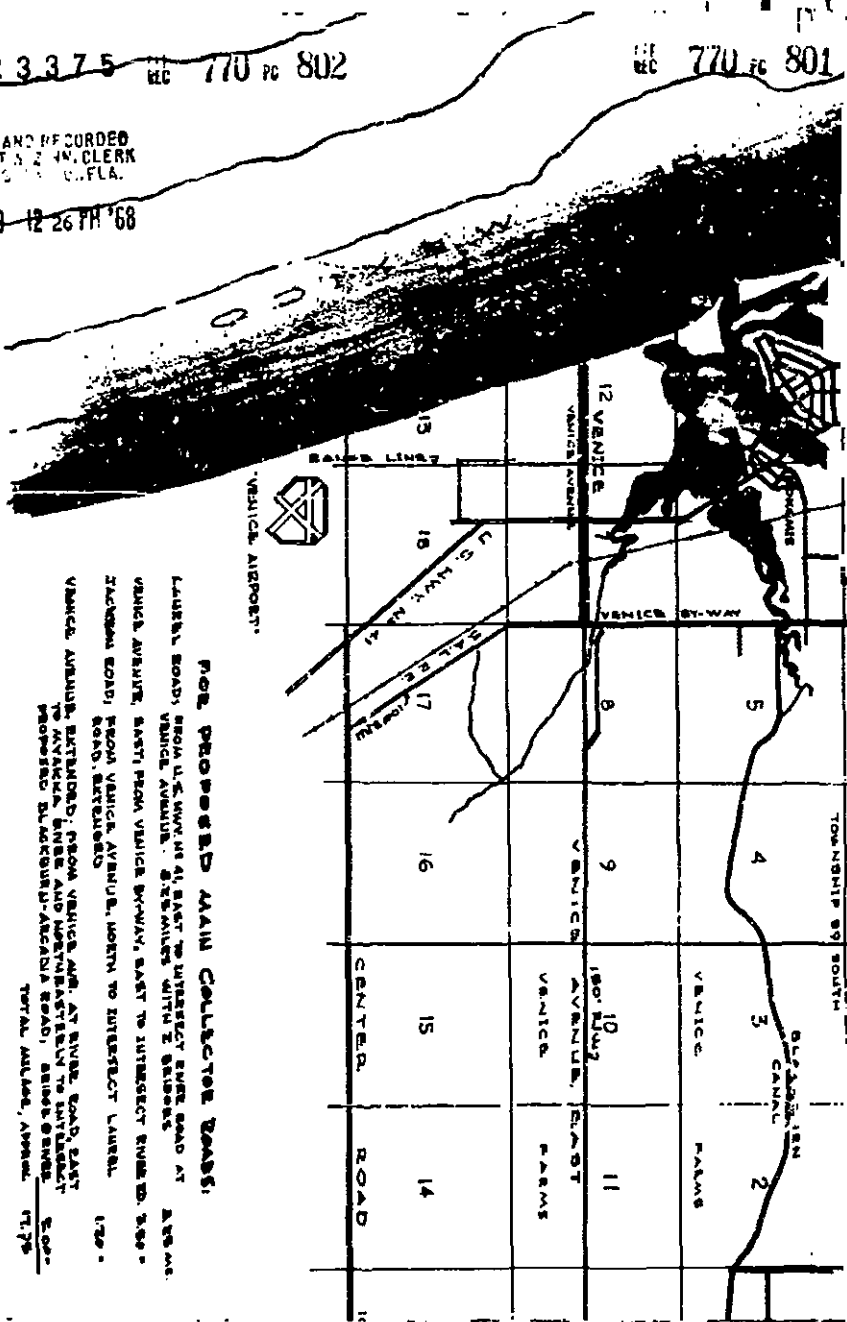
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 SECTION 33 E 1/4 OF N 1/4 OF S 1/4
 SECTION 34 E 1/4 OF N 1/4 OF S 1/4
 SECTION 35 E 1/4 OF N 1/4 OF S 1/4
 SECTION 1 E 1/4 OF N 1/4 OF S 1/4
 SECTION 2 E 1/4 OF N 1/4 OF S 1/4
 SECTION 3 E 1/4 OF N 1/4 OF S 1/4
 SECTION 4 E 1/4 OF N 1/4 OF S 1/4
 SECTION 5 E 1/4 OF N 1/4 OF S 1/4
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 SECTION 26 E 1/4 OF N 1/4 OF S 1/4

3 2 3 3 7 5 MC 770 PG 802

MC 770 PG 801

FILED AND RECORDED
ROBERT A. E. CLERK
SARASOTA, FLA.

Dec 20 - 12 26 PM '68



FOR PROPOSED MAIN COLLECTOR ROAD:

LAUREL ROAD, FROM U.S. HWY 41, EAST TO INTERSECT RIVER ROAD AT
 VENICE AVENUE, 2.25 MILES WITH 2 SIDES
 VENICE AVENUE, EAST FROM VENICE BY-WAY, EAST TO INTERSECT RIVER RD. 3.50'
 JACKSON ROAD, FROM VENICE AVENUE, NORTH TO INTERSECT LAUREL
 ROAD, EXTENDED 1.75'
 VENICE AVENUE, EXTENDED, FROM VENICE AIR AT RIVER ROAD, EAST
 TO VENICE AVENUE, WEST TO INTERSECT
 PROPOSED JACKSON ROAD, 2.50 MILES
 TOTAL MILEAGE, APPROX. 11.75'

EXHIBIT A to Deed Dated December 20, 1968,
from LOUISE C. EWING to MERL C. KEICE

1. Sixty (60) foot easement to Grantee is designated "Proposed Easement" and is outlined in red ink.
2. Fifty (50) and sixty (60) feet on one or both sides of section lines reserved by Grantor and/or given to Grantee outlined in red ink.

FEE SIMPLE DEED TO TRUSTEE UNDER LAND TRUST AGREEMENT

THIS INDENTURE WITNESSETH, That the Grantor, LOUISE C. HAMILTON, formerly known as Louise C. Ewing, Individually, and joined by her husband BIRGER E. HAMILTON, both being of the County of Sarasota and State of Florida, for and in consideration of love and affection and the sum of One Dollar and other good and valuable considerations in hand paid, receipt of which is acknowledged, grants and conveys unto EDWARD J. EWING, JR., as Trustee under the provisions of a certain Land Trust Agreement dated November 30, 1972, whose post office address is P.O. Box 908, Englewood, Florida, the following described real estate in the County of Sarasota and State of Florida:

That part of the South 1/2 of Section 20, Township 38S, Range 19E bounded on the East by centerline of Cowpen Slough Drainage Canal, and on the West by a line that is 1,200 feet West of and parallel to the centerline of said canal; less the South 1,050 feet. Subject to taxes, reservations, restrictions and easements, if any.

RESERVING UNTO THE GRANTOR, her heirs, successors and assigns, an easement across the Westerly thirty (30.0) feet for road, street and utility purposes and uses. The Grantor, her 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 nonexclusive 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 19E, Sarasota, Florida; lying East of said West Coast Watershed Canal. The said nonexclusive easement is recorded in O.R. 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:

PREPARED BY CURTIS J. TIMM
OF ICARD, MERRILL, CULLIS & TIMM
2041 MAIN ST., SARASOTA, FLA. 34277

DOCUMENTARY SUR TAX
= 00.55

PA

NOV 21 1972

ICARD, MERRILL, CULLIS, TIMM & FUREN, P.A., ATTORNEYS AT LAW
POSTAL DRAWER 4198, 2041 MAIN STREET
SARASOTA, FLORIDA 34278

2074

That part of the South 1/2 of Section 20, Township 38S, Range 19E, bounded on the West by centerline of Fox Creek and on the East by a line that is 1,200 feet West of and parallel to centerline of Cowpen Slough Drainage Canal; less the South 1,050 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.

TO HAVE AND TO HOLD the above-described real estate with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Trust Agreement.

Full power and authority is granted by this Deed to Trustee or his successors to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the real estate or any part of it.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture and by the Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust and is binding upon all beneficiaries

-2-

ICARD, MERRILL, CULLIS, TIMM & FUREN, P.A., ATTORNEYS AT LAW
POSTAL DRAWER 4198, 2041 MAIN STREET
SARASOTA, FLORIDA 33576

2075

under such instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to successor or successors in trust, that such successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the real estate may be entered into by it in the name of the then beneficiaries under said Trust, as their attorney, in fact, by this Deed irrevocably appointed for such purpose, or, at the election of Trustee, in his own name as Trustee of an express trust and not individually and Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of Trustee shall be applicable for its payment and discharge, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary under said Trust referred to previously and of all persons claiming under them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and such interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only an interest in the earnings, avails and proceeds from such real estate as aforesaid.

- 3 -

2078

IN WITNESS WHEREOF, LOUISE C. HAMILTON AND BIRGER E. HAMILTON have hereunto set their hands and seals this 30th day of November, 1972.

Signed, sealed and delivered in the presence of:

Edward J. Ewing
Louise C. Hamilton

Louise C. Hamilton (SEAL)
LOUISE C. HAMILTON

Edward J. Ewing
Louise C. Hamilton

Birger E. Hamilton (SEAL)
BIRGER E. HAMILTON

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me personally appeared LOUISE C. HAMILTON and BIRGER E. HAMILTON, husband and wife, to me known to be the persons described in and who executed the foregoing conveyance to EDWARD J. EWING, JR., as Trustee and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of November, 1972.

Louise C. Hamilton
Notary Public



My commission expires:

FILED & RECORDED
R.H.H.
HILTON
FLA.
DEC 29 12 27 PM '72

494633



IN THE CIRCUIT COURT OF FLORIDA
IN AND FOR THE COUNTY OF SARASOTA

CIVIL ACTION NO: 76-1416-(A-C)

DIVISION OF ADMINISTRATION, :
STATE OF FLORIDA DEPARTMENT :
OF TRANSPORTATION, :

Plaintiff, :

-vs-

JAY C. HURT, et al., :

Defendants. :

ORDER OF TAKING

THIS CAUSE coming on to be heard by the Court, and it appearing that proper notice was first given to all the defendants, and all persons having or claiming any equity, lien, title, or other interest in or to the real property described in the Complaint, that the plaintiff would apply to this court on the 21st day of December A.D., 1976, for an Order of Taking, and the Court being fully advised in the premises, upon consideration, it is, therefore,

ORDER AND ADJUDGED:

1. That the Court has jurisdiction of the subject matter of and the parties to this cause.
2. That the pleadings in this cause are sufficient, and the Plaintiff(s) are properly exercising its delegated authority.
3. That the Estimate of Value filed in this cause by the Plaintiff(s) was made in good faith, and based upon a valid appraisal.
4. That the Plaintiff(s) are entitled to possession of the following described property prior to the entry of a Final Judgment to-wit:

OFF REC 1150 PG 932

PARCEL 107

FEE SIMPLE

LIMITED ACCESS RIGHT OF WAY

(A) That part of:

The NW 1/4 of the NE 1/4 of Section 33, and the South 3/4 of Section 28, all in Township 38 South, Range 19 East; lying within the following described boundaries:

BEGIN on the Southline of said Section 28 at a point South 89°19'54" East 1,527.59 feet from the SW corner thereof, thence North 0°40'06" East 100.0 feet, thence South 89°19'54" East 432.78 feet, thence North 35°49'55" West 2,596.47 feet to the beginning of a curve concave to the Northeasterly having a radius of 23,036.31 feet, thence run Northwesterly along said curve 954.28 feet through an central angle of 2°22'25" to the end of said curve and a point on the Westline of said Section 28, thence North 0°35'54" East 963.95 feet along said Westline, thence South 89°45'25" East 617.96 feet to the beginning of a curve concave to the Southwesterly having a radius of 23,036.31 feet, thence from a tangent bearing of South 38°54'21" East run Southeasterly along said curve 1,558.43 feet through a central angle of 3°52'34" to the end of said curve, thence South 35°01'47" East 3,202.13 feet, thence South 89°19'54" East 476.55 feet, thence South 80°14'29" East 101.27 feet, thence South 0°40'06" West 183.0 feet, thence South 76°05'39" West 103.33 feet, thence North 89°19'54" West 314.88 feet, thence South 35°01'47" East 1,532.93 feet, thence North 89°19'54" West 1,305.95 feet to the beginning of a curve concave to the Northeasterly having a radius of 57,413.78 feet, thence from a tangent bearing of North 36°22'24" West run Northerly along said curve 542.41 feet through a central angle 0°32'30" to the end of said curve, thence North 35°49'55" West 182.28 feet to the Westline of the NE 1/4 of said Section 33, thence North 0°50'25" West 788.88 feet to the SW corner of the SE 1/4 of said Section 28, thence North 89°19'54" West 1,069.55 feet along said Southline of Section 28 to the POINT OF BEGINNING.

Containing 146.508 acres, more or less. Exclusive of existing Right of Way for Laurel Road:

(B) That part of:

The East 1/2 of Section 20, Township 38 South, Range 19 East; lying East of COW PEN SLOUGH; being described as follows:

BEGIN at a point North 88°37'24" West 510.35 feet from the SE corner thereof, thence run North 39°47'50" West 2,115.45 feet to the beginning of a curve concave to the Northeasterly having a radius of 17,975.40 feet, thence run Northeasterly along said curve 30.83 feet through a central angle of 0°05'54" to the end of said curve and the centerline of COW PEN SLOUGH, thence South 19°30'46" West 663.70 feet along said centerline, thence South 27°57'11" East 1,178.72 feet to the Southline of said Section 20, thence South 88°37'24" East 971.94 feet along said Southline to the POINT OF BEGINNING.

Containing 25.047 acre, more or less.

Together with all rights of ingress, egress, light, air and view between the grantors' remaining property and any facility constructed on the above described property.

[Handwritten signature]

OFF REC 1150 PG 932

SECTION 17075-2406 STATE ROAD 93(1-75) SAKASOTA COUNTY DESCRIPTION

PARCEL 107 (Continued)

(C) That part of: RIGHT OF WAY FEE SIMPLE

The West 1/2 of the South 1/2 of Section 28, Township 38 South, Range 19 East;
Lying within the following described boundaries:

Begin at a point South 89°19'54" East 1,127.59 feet from the SW corner thereof,
thence run North 0°40'06" East 60 feet, thence South 89°19'54" East 200.0 feet,
thence North 79°21'30" East 203.96 feet, thence South 0°40'06" West 100.0 feet,
thence North 89°19'54" West 400.0 feet to the POINT OF BEGINNING.

Containing 4,000 square feet or 0.092 acre, more or less. Exclusive of existing
Right of Way for Laurel Road.

(D) That part of: RIGHT OF WAY FEE SIMPLE

The East 1/2 of the South 1/2 of Section 28 and the NW 1/4 of the NE 1/4 of Section 33,
all in Township 38 South, Range 19 East; lying within the following described boundaries:

BEGIN at a point North 89°19'54" West 916.25 feet from the SE corner of said Section 28,
thence run North 0°40'06" East 60.0 feet, thence North 89°19'54" West 250.0 feet, thence
North 80°14'29" West 151.91 feet, thence South 0°40'06" West 183.0 feet, thence North
76°05'39" East 154.98 feet, thence South 89°19'54" East 250.0 feet, thence North 0°40'06"
East 60.0 feet to the POINT OF BEGINNING.

Containing 3,530 square feet or 0.058 acre, more or less. Exclusive of Existing Right
of Way for Laurel Road.

(E) RIGHT OF WAY FEE SIMPLE

The South 60 feet of the NE 1/4 of the NE 1/4 of Section 28, Township 38 South, Range
19 East; Less the East 30 feet thereof:

Containing 1.787 acres, more or less.

Testified to 261,700.00

SECTION 17075-2406 STATE ROAD 93 (I-75) SARASOTA COUNTY DESCRIPTION

PARCEL 109 FEE SIMPLE LIMITED ACCESS RIGHT OF WAY

That part of:

The NW 1/4 of the NW 1/4 of Section 28, Township 38 South, Range 19 East;
Being described as follows:

BEGIN on the West line of said Section 28, at a point South 0°09'22" East
598.21 feet from the NW corner thereof, thence run South 39°47'50" East 607.25
feet, to the beginning of a curve concave to the Southwesterly, having a
radius of 23,036.31 feet, thence run Southeasterly along said curve 358.40 feet,
through a central angle of 0°53'29" to the end of said curve, thence North
89°45'25" West 617.96 feet to the West line of said Section 28, thence North
0°09'22" East 741.04 feet along said West line to the POINT OF BEGINNING.

Containing 5.280 acres, more or less.

Together with all rights of ingress, egress, light, air and view between
the grantors' remaining property and any facility constructed on the above
described property.

Testified to by 350

SECTION 17075-2406 STATE ROAD 93(1-75) SARASOTA COUNTY DESCRIPTION

PARCEL 111

FEE SIMPLE

LIMITED ACCESS RIGHT OF WAY

(A) That part of:

The South 1/2 of Section 20, Township 38 South, Range 19 East, bounded on the East by the centerline of Cowpen Slough Drainage Canal, and on the West by a line that is 1,200 feet West of and parallel to the centerline of said canal; less the South 1,050 feet; Lying within the following described boundaries:

Commence on the South line of said Section 20, at a point North 88°37'24" West 1,482.29 feet from the SE corner thereof, thence run North 31°57'11" West 1,178.72 feet to the POINT OF BEGINNING, thence North 19°30'46" East 663.70 feet to the beginning of a curve concave to the Northeasterly, having a radius of 17,975.40 feet, thence from a tangent bearing of North 39°41'56" West run Northwesterly along said curve 4,665.63 feet through a central angle of 14°52'17" to the end of said curve, thence North 86°52'51" West 505.42 feet to the beginning of a curve concave to the Northeasterly having a radius of 13,340.10 feet, thence from a tangent bearing of South 25°39'42" East run Southeasterly along said curve 1,464.79 feet through a central angle of 6°17'29" to the end of said curve, thence South 31°57'11" East 3,894.51 feet to the POINT OF BEGINNING.

Containing 15.52 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

(B) That part of:

RIGHT OF WAY FEE SIMPLE

The South 1/2 of Section 20, Township 38 South, Range 19 East, bounded on the East by the centerline of Cowpen Slough Drainage Canal, and on the West by a line that is 1,200 feet West of and parallel to the centerline of said canal; less the South 1,050 feet; Lying within the following described boundaries:

Commence at the SE corner of said Section 20, thence run North 88°37'24" West 1,482.29 feet, thence North 31°57'11" West 1,256.70 feet to the POINT OF BEGINNING, thence continue North 31°57'11" West 2,006.79 feet, thence North 87°45'08" West 72.55 feet, thence South 31°57'11" East 2,007.75 feet, thence South 88°37'24" East 71.81 feet to the POINT OF BEGINNING.

Containing 1.945 acres, more or less.

(C) That part of:

RIGHT OF WAY FEE SIMPLE

The South 1/2 of Section 20, Township 38 South, Range 19 East, bounded on the East by the centerline of Cowpen Slough Drainage Canal, and on the West by a line that is 1,200 feet West of and parallel to the centerline of said canal; less the South 1,050 feet; Being described as follows:

[Handwritten signature]

SECTION 17075-2406 STATE ROAD 93 (I-75) SARASOTA COUNTY DESCRIPTION

PARCEL 111 (continued)

RIGHT OF WAY FEE SIMPLE

Commence at the SE corner of said Section 20, thence run North 88°37'24" West 510.35 feet, thence North 39°47'50" West 2,115.46 feet to the beginning of a curve concave to the northeasterly having a radius of 17,975.40 feet, thence run Northwesterly along said curve 54.12 feet through a central angle of 0°10'21" to the POINT OF BEGINNING, thence continue Northwesterly along said curve 157.69 feet through a central angle of 0°30'09" to the end of said curve, thence North 19°30'46" East 1,000.32 feet, thence South 87°45'08" East 62.83 feet, thence South 19°30'46" West 903.27 feet, thence South 1°18'23" East 210.93 feet to the POINT OF BEGINNING.

Containing 1.547 acres, more or less.

Testified to #40,800

Upon payment into the Registry of this Court, the deposit hereafter specified; and that said deposit of money will fully secure and fully compensate the persons lawfully entitled to compensation, as will be determined ultimately by Final Judgment of the Court, and which said sum of money to be deposited is in no instance less than the value of each parcel of said land, as fixed by the estimate of value as set by the Plaintiff(s).

PROVIDED, FURTHER, that the said sum of money in the total amount of Five Hundred Ten Thousand (\$510,000.00) dollars shall be deposited in the Registry of this Court within twenty (20) days after the date of this Order, and, upon making such deposit, the Plaintiff(s) shall notify, in writing, all attorneys of record, and those defendants not represented by counsel, that the deposit has been made, and that on deposit, ~~1976~~, the Plaintiff(s) shall be entitled to possession of the property described in the Complaint without further notice or Order of this Court.

If the Plaintiff(s) shall default in the depositing of said sum of money within the time provided, this Order shall be void and of no further force or effect.

DONE AND ORDERED in _____
Sarasota _____ County, Florida, this 21st day of December,
A.D., 1976.

Robert G. Smith
CIRCUIT JUDGE

FILED AND RECORDED
DEC 22 9 09 AM '76

721538

REC 1154 PG 1217

This Indenture Made the 17th day of January, A. D. 19 77 by
LOUISE C. EWING, formerly known as Louise C. Hamilton, **732909**
hereinafter called the grantor, to EDWARD J. EWING, JR., as Trustee under the
provisions of a certain Land Trust Agreement dated November 30, 1972,
whose postoffice address is Post Office Box 908, Englewood, Florida 33533,
hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative, and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$1⁰⁰ ----- and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, and transfers unto the grantee, all that certain land situate in Sarasota County, Florida, viz:

A parcel of land being and lying in Section 20, Township 38 South, Range 19 East, 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 S 89° 56' 36" E, 2607.11 feet for the Point of Beginning, said Point of Beginning also being 1200 feet Westerly of the centerline of Cowpen Slough Drainage Canal, as measured at right angles; thence continue S 89° 56' 36" E, 1271.54 feet to intersect the centerline of said Cowpen Slough Drainage Canal; thence S 19° 22' 04" W along the centerline of said Cowpen Slough Drainage Canal 1938.43 feet; thence N 87° 19' 55" W, 1252.84 feet, said line being 1050 feet North of and parallel with the South line of the Southwest 1/4 of said Section 20; thence N 19° 22' 04" W parallel with and 1200 feet Westerly of the centerline of said Cowpen Slough Drainage Canal 1877.95 feet to the Point of Beginning and containing 52.6 1/2 Acres.

RESERVING UNTO THE GRANTOR, her heirs, successors and assigns, an easement across the Westerly thirty (30.0) feet for road, street and utility purposes and uses. The Grantor, her 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 all the tenements, hereditaments and appurtenances thereto belonging of in any-wise appertaining. (Continued on attached page)

To Have and to Hold, the same in fee simple forever.

In Witness Whereof, the said grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Nancy J. Blem
Arthur B. Ewing

Louise C. Ewing
Louise C. Ewing

SARASOTA COUNTY

141595

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
PR. JAN 1977
11064 00.30

NTARY
R TAX
0.55

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LOUISE C. EWING,

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January A. D. 1977.

My Commission expires **1154 PG 1217**

Theodore W. Barber
Notary Public

Prepared by: Theodore W. Barber, Esq.
307 W. Venice Avenue
Venice, Florida 33595

Notary Public, State of Florida at Large
My Commission expires on 12/31/78
Bonded by Tradewinds

CORRECTION DEED - SOLE PURPOSE TO CORRECT DESCRIPTION OF PRIOR DEED RECORDED IN OFFICIAL RECORDS BOOK 985, PAGES 683 THRU 686, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (Continued).

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 19E, 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.

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 38S, Range 19E, 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.

FILED AND RECORDED
PUBLIC RECORDS DEPARTMENT
JAN 19 2 22 PM '11

732909

GRANT OF EASEMENT

THIS INDENTURE, made and entered into on this 10th day of November, 1977, by and between CODY FOWLER, a widower, of the County Hillsborough, State of Florida, GRANTOR to CHARLES CALLEJA and SANDRA JEAN CALLEJA, Husband and Wife,

GRANTEES: *Pop of 595 Laurel*

33545

WHEREAS, the GRANTOR is seized in fee simple and in possession of land lying in Sections 20, 21, 22, 27, 28, 29 and 33 in Township 38 South, Range 19 East, Sarasota County, Florida, including those particular portions thereof described below herein, by virtue of a Warranty Deed from KARL H. SCHEWE, ET.UX., as GRANTOR, dated May 12, 1971, filed May 17, 1971, in O.R. Book 896, Page 642, in the Office of Clerk of Courts, Sarasota County, and

WHEREAS, the GRANTOR, as successor in title, is seized in fee simple, in ownership and possession, of the land subject to certain non-exclusive rights-of-way for ingress and egress, as established in the Warranty Deed, of LOUISE C. EWING, as GRANTOR to MERL C. KELSE, as GRANTEE, dated December 20, 1968, and recorded December 20, 1968, in O.R. Book 770, Page 797, in the Office of the Clerk of the Court, Sarasota County, to the benefit of the GRANTOR and GRANTEE, their successors, assigns or other assignees-designees of either and to all other owners of abutting property lying to the North and East of the conveyed property, and

WHEREAS, the GRANTEES, herein are seized in fee simple, in ownership and possession of parcels of land contiguous to and abutting on land of the GRANTORS also lying North and East of GRANTOR'S land and,

WHEREAS, GRANTOR, has agreed, in consideration of the sum of Ten Dollars and other good and valuable consideration, to grant to GRANTEES, and all other persons claiming by, through, or under GRANTEES, or either of them, their predecessors in title, or their heirs, successors, assigns or legal representatives, by virtue of any deeds of conveyance, describing lands located in Sections 13, 14, 15, 22, 23 and 24, Township 38 South, Range 19 East, an Easement of right-of-way over GRANTOR'S lands for the purposes and in the manner expressed below;

NOW, THIS INDENTURE WITNESSETH:

That in pursuance of the agreement and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is acknowledged, GRANTOR grants unto GRANTEES, their heirs, successors and assigns, full and free right and liberty, for them and their tenants, servants, visitors, and licensees in common with all persons having a like right, at all time hereafter, for all purposes connected with the use and enjoyment of the land of the GRANTEES, to pass and re-pass along the provided roadways, described as follows:

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 trail, continuing Easterly, from the East side of the Bridge over the Sarasota West Coast Watershed Canal, through the Northerly reaches of Sections 21 and 22, Township 38 South, Range 19 East, to the West line of the N 1/4 of the NE 1/4 of Section 22, Township 38 South, Range 19 East.
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 Section 28, Township 38 South, Range 19 East and the East 30 feet of Section 21, Township 38 South, Range 19 East and also the West 30 feet of the North 3/4 of Section 22, Township 38 South, Range 19 East.

FLORIDA COUNTY 1977

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE

RECEIVED DEC-11-77

00.30

FLORIDA DOCUMENTARY SURTAX

00.55

TO HAVE AND TO HOLD the easement, or right-of-way, hereby granted to GRANTEES, their heirs, successors and assigns, as appurtenant to the lands of the GRANTEES and every part of it.

It is understood that the easements are given upon the express condition and understanding that it may be used by GRANTOR, his heirs, executors, administrators and assigns, in conjunction with the use by the GRANTEES, their heirs, successors and assigns.

It is further understood, that GRANTOR, his heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair; nor does GRANTOR, his heirs, successors and assigns assume any liability or responsibility to GRANTEE, their heirs or assigns, or any person using the land by invitation, express or implied, or by reason of any business conducted with GRANTEE, their heirs, successors or assigns, or otherwise.

It is further understood and agreed that GRANTORS are presently in the process of developing their property as a subdivision or subdivision and for the sale of individual lots therein to the public, which, under the applicable County regulations, require the dedication and/or establishment of access and internal rights-of-way including recorded streets therein, and including ownership of abutting property owners, and which rights-of-way may be established on alignments differing from those established herein. Upon the filing and recording of a proper subdivision plat, covering GRANTOR'S land herein, in the office of the Clerk of Courts, Sarasota County, providing for other but similar (as to locations and distances) ways of ingress and egress to GRANTEE'S properties, herein, then, the duplication rights-of-way or portions thereof, herein established, are forthwith terminated and abolished.

THE GRANTEES HEREIN, by acceptance and execution hereof, covenant and agree that at the time the GRANTORS provide a recorded easement at some future time along the approximate route as described in easements #3 and #4 herein, the GRANTEES herein do, relinquish all interest they are acquiring under this instrument in easements #1 and #2 and #4.

IN WITNESS WHEREOF, the GRANTOR has set his hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

Leticia A. Nabarsh

Cody Fowler (SEAL)
CODY FOWLER

Nora L. Reese

Virginia M. Harris

Charles Calleja (SEAL)
CHARLES CALLEJA

Ronald J. Whiting

Sandra Jean Calleja (SEAL)
SANDRA JEAN CALLEJA

STATE OF FLORIDA
HILLSBOROUGH COUNTY

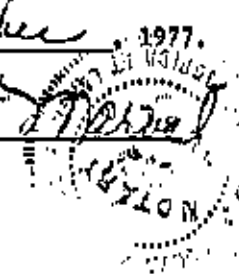
I HEREBY CERTIFY: that before me personally appeared CODY FOWLER, a widower, to me well known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the instrument for the purposes therein expressed.

WITNESS my hand and seal this 10th day of November, 1977.

My Commission Expires:

Sergio J. [Signature]
Notary Public

Notary Public, Florida, State at Large
My Commission Expires 11/30, 2001



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY: that before me personally appeared CHARLES CALLEJA and SANDRA JEAN CALLEJA, Husband and Wife, to me well known to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the instrument for the purposes therein expressed.

WITNESS my hand and seal this 22nd day of Nov. 1977.

My Commission Expires: 02/05/81

Virginia M. Harris
Notary Public

This instrument prepared by:
TAMIAMI ABSTRACT & TITLE CO.
240 N. Washington Blvd.
Sarasota, Florida 33578
BY: Diana Bell
C-24794



OFFICE OF COUNTY CLERK
SARASOTA COUNTY, FLORIDA
DEC 1 8 22 AM '77

800553

4

OFF. 1308 PG 1192

931864

Prepared by: DAVID G. BOWMAN of
BURKET, SMITH, BOWMAN & GEORGE
PO Box 159, Sarasota, Fla. 33578

GRANT OF EASEMENT

THIS INDENTURE, made and entered into this 25th day of May 1979, by LEE F. PALLARDY, III, as Trustee, of the County of Hillsborough, State of Florida, GRANTOR, to JOHN C. HOLMES and PATRICIA N. HOLMES, husband and wife, CHARLES S. HERRON, JR. and NANCY LEE HERRON, husband and wife, THOMAS J. BENNETT and LOIS A. BENNETT, husband and wife, and WILLIAM F. BISHOP and MITZI T. BISHOP, husband and wife, all of Sarasota County, Florida, whose mailing address is c/o John C. Holmes, 480 Blackburn Point Road, Osprey, Florida 33559,

WHEREAS, THE Grantor is seized in fee simple and in possession of land lying in Sections 20 and 21, in in Township 38 South, Range 19 East, Sarasota County, Florida, including those particular portions thereof described below herein by virtue of a Warranty Deed from Karl H. Schewe, et ux, as Grantor, dated May 12, 1971, recorded May 17, 1971, in O.R. Book 896, page 642, in the office of the Clerk of the Courts, Sarasota County, and Deed from R. L. CULBREATH and LEE F. PALLARDY, III, as Co-Personal Representatives of the Estate of Cody Fowler, deceased; and

WHEREAS, Grantor has agreed, in consideration of the sum of Ten Dollars and other good and valuable consideration, to grant to Grantors and all other persons claiming by, through or under Grantees, their predecessors in title or their heirs, successors, assigns or legal representatives, an easement or right-of-way over Grantor's land, for the purpose and in the manner expressed below,

NOW THIS INDENTURE WITNESSETH:

That in pursuance of the agreement and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is acknowledged, GRANTOR grants unto GRANTEES, their heirs, successors and assigns, full and free right and liberty, for them and their tenants, servants, visitors and licensees in common with all persons having a like right, at all time hereafter, for all purposes connected with the use and enjoyment of the land of the GRANTEES, to pass and re-pass along the provided roadways, described as follows:

The South 30' of the North 1/2 of Section 21, Twp. 38S, Rge. 19E, Sarasota County, Florida;

AND

The South 30' of the North 1/2 of Section 20, Twp. 38S, Rge. 19E, Sarasota County, Florida, lying East of the Canal (Cowpen Slough), less the Westerly 100' thereof;

AND

The Westerly 100' of the Southerly 200' of the North 1/2 of Section 20, Twp. 38S, Rge. 19E, Sarasota County, Florida, lying East of the Canal (Cowpen Slough).

AND

~~The South 60' of the Westerly 100' of the North 1/2 of Section 20, Twp. 38S, Rge. 19E, Sarasota County, Florida, lying East of the Canal (Cowpen Slough).~~

TO HAVE AND TO HOLD the easement, or right-of-way, hereby granted to GRANTEES, their heirs, successors and assigns, as appurtenant to the lands of the GRANTEE and every part of it.

It is understood that the easements are given upon the express condition and understanding that they may be used by GRANTOR, his heirs, executors, administrators and assigns, in conjunction with the use by the GRANTEES, their heirs, successors and assigns.

OFF. 1308 PG 1192

It is further understood that GRANTOR, his heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair; nor do GRANTOR, his heirs, successors and assigns assume any liability or responsibility to GRANTEES, their heirs or assigns, or any person using the land by invitation, express or implied, or by reason of any business conducted with GRANTEES, their heirs, successors or assigns, or otherwise.

IN WITNESS WHEREOF, the Grantor has set his hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

David S. Sumner
Loretta M. Stevens

Lee Pallardy, III, as Trustee (SEAL)
Lee F. Pallardy, III, as Trustee

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that before me personally appeared LEE F. PALLARDY, III, as Trustee, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the instrument for the purposes therein expressed.

WITNESS my hand and seal this 25th day of May 1979.

Loretta M. Stevens
Notary Public

My com. expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 19 1981
BONDED THRU GENERAL INS UNDERWRITERS

MAY 30 3 22 PM '79

931854

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, executed this 12th day of July, A.D., 1979, by LEE F. PALLARDY, III, as Trustee, of the County of Hillsborough, State of Florida, to ALL ABUTTING PROPERTY OWNERS.

WITNESSETH, That the said LEE F. PALLARDY, III, as Trustee, for and in consideration of the sum of \$10.00 in hand paid by ALL ABUTTING PROPERTY OWNERS, the receipt whereof is hereby acknowledged, does hereby remise, release and convey unto ALL ABUTTING PROPERTY OWNERS forever, all the right, title, interest, claim and demand which the said LEE F. PALLARDY, III, as Trustee has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sarasota, State of Florida, to-wit:

A non-exclusive perpetual easement for public access, drainage and utilities, over and across the following described property to-wit:

The South 30 feet of the North 1/2 of Section 21, Twp. 38 S, Rge. 19 E, Sarasota County, Florida;

AND

The South 30 feet of the North 1/2 of Section 20, Twp. 38 S, Rge. 19E, Sarasota County, Florida, lying East of the Canal (Cowpen Slough), LESS the Westerly 100 feet thereof;

AND

The Westerly 100 feet of the Southerly 200 feet of the North 1/2 of Section 20, Twp. 38S, Rge. 19 E, Sarasota County, Florida, lying East of the Canal (Cowpen Slough)

AND

The Southerly 30 feet of lands conveyed in Official Records Book 1308, Page 1190, of the Public Records of Sarasota County, Florida.

TO HAVE AND TO HOLD the same together with all singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said LEE F. PALLARDY, III, as Trustee, either in law or equity, to the only proper use, benefit and behoof of ALL ABUTTING PROPERTY OWNERS.

IN WITNESS WHEREOF, The said LEE F. PALLARDY, III, as Trustee has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Eugene H. Furney
Loretta M. Stevens

Lee F. Pallardy, III Trustee, S.

STATE OF FLORIDA
COUNTY OF SARASOTA

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DOCUMENTARY SUR TAX
00.00 00.55

I HEREBY CERTIFY THAT on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared LEE F. PALLARDY, III, as Trustee, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of July A.D. 1979.

Loretta M. Stevens
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 19 1981
BONDED THRU GENERAL INS. UNDERWRITERS

JUL 13 2 20 PM '79
943224

This instrument was prepared by
TAMIAMI ABSTRACT & TITLE CO.
240 N. Washington - Sarasota, Fla.
By: Diana Bell

In connection with title insurance Co. 34421

WARRANTY DEED
INDIVIDUAL TO INDIVIDUAL

9.0000
117-80015
This Warranty Deed Made the *15th* day of *October* A. D. 19*86* by
FREDDIE J. HOLLAND, JR. AND CICELY P. HOLLAND, HUSBAND AND WIFE

hereinafter called the grantor, to

BRENDA JUNE BOWMAN

whose postoffice address is *102 Capri Isle, # 204*
hereinafter called the grantee: *VENICE, FL. 33592*

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, releases, conveys and confirms unto the grantee, all that certain land situate in Sarasota County, Florida, viz:

SEE EXHIBIT "A"

Documentary Tax Pd. \$ *112.50*
Intangibles Tax Pd. \$ _____
T. W. McLaughlin, Jr., Clerk, Sarasota County
By: *[Signature]*
Deputy Clerk

Subject to all valid restrictions, reservations and easements of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1985.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signatures of witnesses]

Freddie J. Holland **US**
FREDDIE J. HOLLAND, JR.
Cicely P. Holland **US**
CICELY P. HOLLAND

STATE OF *Florida*
COUNTY OF *Sarasota*

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

FREDDIE J. HOLLAND, JR. AND CICELY P.
HOLLAND, HUSBAND AND WIFE

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this *15th* day of *October*, A. D. 19*86*.

[Notary Seal and Signature]
NOTARY PUBLIC
Notary Public, State of Florida
My Commission Expires Feb. 12, 1994

This Instrument prepared by: _____
Address MY COMMISSION EXPIRES _____

SPACE BELOW FOR RECORDERS USE

O.R. 1891 PG 2128

THIS INSTRUMENT PREPARED BY: R. DAVENPORT
CHELSEA TITLE COMPANY
2210 S. TAMiami TR., SUITE 10, VENICE, FL 33595
INCIDENTAL TO THE ISSUANCE OF INSURANCE.
RETURN TO SAME

EXHIBIT "A"

DESCRIPTION:

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°25'21" 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°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 bears North 50°30'09" 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.

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 non-exclusive 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.

FILED AND RECORDED
R.H. HACKETT JR. CLERK

Oct 8 2 06 PM '86

O.R. 1891 PG 2129

Work Order No 9483-01-566

EASEMENT

This Instrument Prepared By

Sec 21, Twp 38 S, Rge 18E E

Name Anna Purser

Parcel I.D #0364-04-0002

Co Name FPL

(Maintained by County Appraiser)

Address 5657 S McIntosh Rd

Sarasota, FL 34233

Form 3723-A (Stocked) Rev 7/94

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2001044806 3 PGS
2001 APR 05 09:45 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#031380
Doc Stamp-Deed: 0.70

The undersigned, in consideration of the payment of \$1 00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time, with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10' feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property



A 10" wide easement that begins 77' West of the Northeasterly boundary of the Attached Exhibit "A" and extends 200' to the southeast to an FPL pole thence turning South for a distance of 1100' as shown on the attached Exhibit "B"

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

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on March 30, 2001

Signed, sealed and delivered in the presence of

Nancy O'Leary (Witness Signature)

Print Name NANCY O'Leary (Witness)

[Signature] (Witness Signature)

Print Name [Name] (Witness)

By Philip V. Burkett (Grantor's signature)

Print Name Philip V. Burkett

Print Address 11045 Ashbrook Lane Indian Head Park, FL 60525

By [Signature] (Grantor's signature)

Print Name

Print Address

STATE OF Florida AND COUNTY OF Sarasota - The foregoing instrument was acknowledged before me this 30 day of March, 2001 by PHILIP V BURKETT, and

[Name], who is(are) personally known to me or has(have) produced Illinois License B6236783 1076 as identification, and who did (did not) take an oath My Commission Expires

Nancy O'Leary (Notary Public Signature)

Print Name NANCY O'Leary

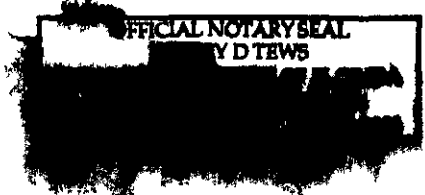
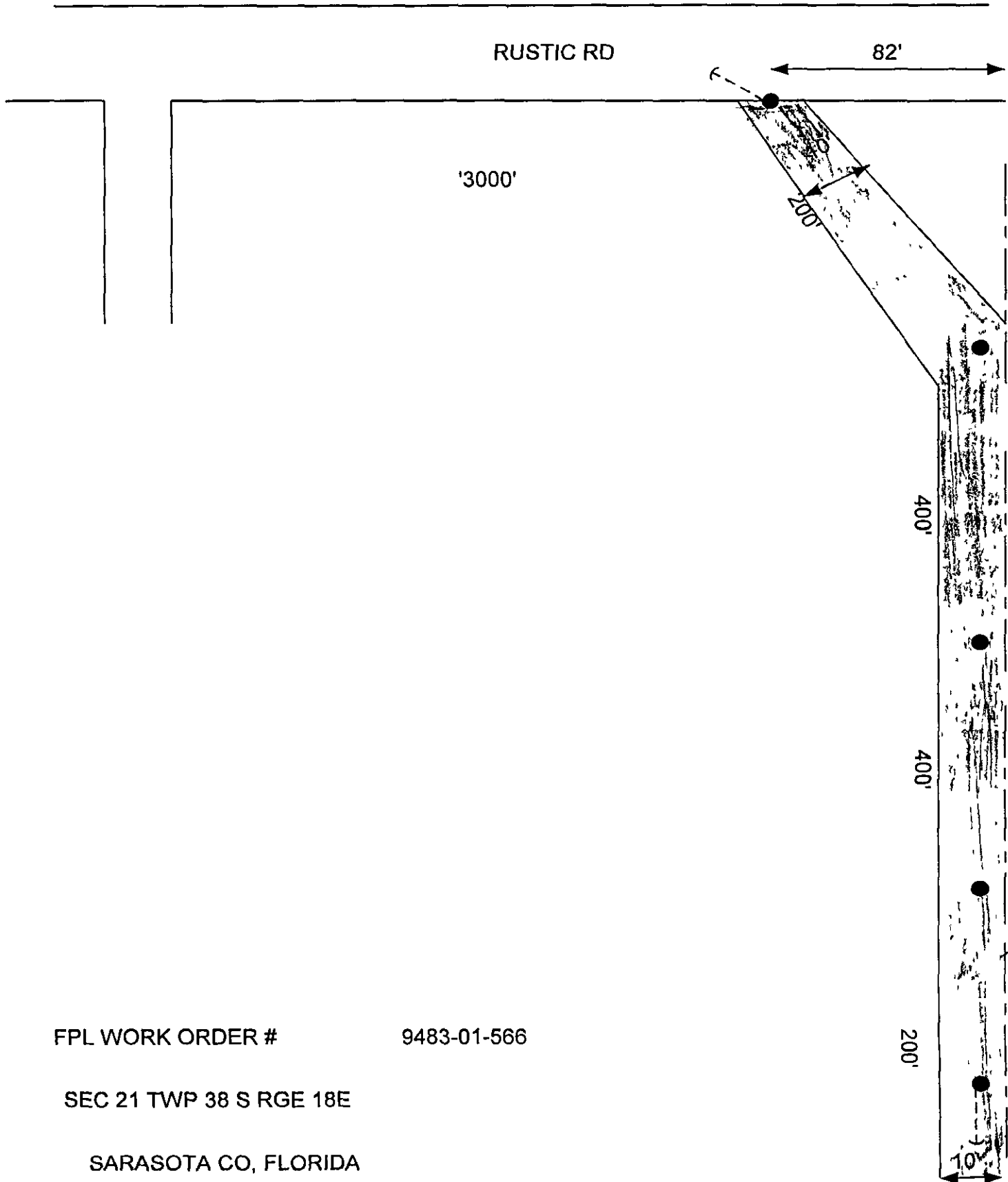


EXHIBIT "A"

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 Official Records Book 1206, Pages 502 and 503, all of the Public Records of Sarasota County, Florida.



FPL WORK ORDER #

9483-01-566

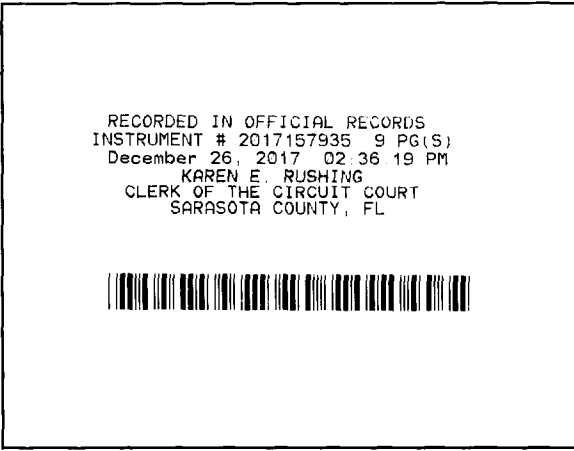
SEC 21 TWP 38 S RGE 18E

SARASOTA CO, FLORIDA

9

Please record and return to: (Via Inter-Office Mail)
Cynthia Spraggins, Administrative Specialist
Planning Services
1660 Ringling Boulevard
Sarasota, FL 34236

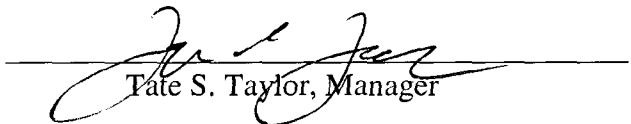
Customer ID# 5223
Charge to: Planning Services
Account# 51810000500489



**NOTICE OF STIPULATIONS
AND LIMITATIONS ENCUMBERING
REAL PROPERTY PURSUANT TO
THE SARASOTA COUNTY ZONING CODE**

The following property, located at 2600 Rustic Road, Nokomis, Florida, in Sarasota County, Florida, owned by Ronald D. Perkins and described in Resolution No. 2017-222, attached hereto, to allow a 185-foot Telecommunications Tower in an OUE-1 (Open Use, Estate, 1 unit/5 acres) zone district, pursuant to Special Exception Petition No. 1763, filed by Mattaniah Jahn, Esq., Agent, and granted by Sarasota County Commission on December 13, 2017, is subject to the following stipulations and limitations, violations of which shall constitute a violation of the Sarasota County Zoning Code:


(Stipulations and limitations are those described in Section B of Resolution No. 2017-222, attached hereto.)


Tate S. Taylor, Manager

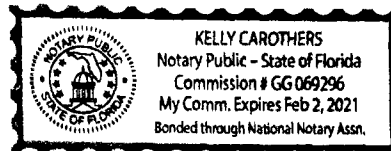
**STATE OF FLORIDA
COUNTY OF SARASOTA**

Before me, the undersigned Notary Public, personally appeared Tate S. Taylor, Manager, to me known to be the individual who executed the foregoing Notice of Stipulations and Limitations Encumbering Real Property pursuant to the Sarasota County Zoning Code, and he acknowledged before me that he executed the same.

Witness my hand and official seal at Sarasota County, Florida, this 21 day of December 2017.


Notary Public
State of Florida at Large

This instrument prepared by:
CMS



RESOLUTION NO. 2017- 277
OF THE BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA
SPECIAL EXCEPTION NO. 1763

WHEREAS, Mattaniah Jahn, Agent for the owner of the hereinafter described real property has filed Special Exception Petition No. 1763 requesting that a special exception be granted to allow a 185-foot Telecommunications Tower in an OUE-1 (Open Use, Estate, 1 unit/5 acres) zone district, located at 2600 Rustic Road, Nokomis, Florida, and

WHEREAS, the Planning Commission of Sarasota County, after due public notice, did hold a public hearing on October 5, 2017, to consider said Special Exception Petition No. 1763, and

WHEREAS, the said Planning Commission did submit and report its findings and recommendations to this Board that said Special Exception Petition No. 1763 be approved, and

WHEREAS, this Board, after due public notice, did on November 14, 2017, hold a public hearing to consider said special exception petition, the recommendation of the Planning Commission and all matters relevant to said petition.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sarasota County, Florida, in public meeting assembled:

A. This Board, after having considered the report of the Planning Commission, the testimony of the Applicant, evidence entered into the record, public comment on the petition and all things brought to its attention with regard to said Special Exception Petition No. 1763 does make the following findings:

1. The proposed use is consistent with the intent, goals, objectives, policies, guiding principles and programs of the Comprehensive Plan;
2. The proposed use is compatible with the existing land use pattern and designated future uses;
3. There are adequate public facilities available consistent with the level of service standards adopted in the Comprehensive Plan, and as defined and implemented through the Sarasota County Concurrency Management System Regulations, Chapter 94, Article VII of Exhibit A of the Sarasota County Code;
4. The proposed use, singularly or in combination with other special exceptions, will not be detrimental to the health, safety, morals, order, comfort, convenience, or appearance of the neighborhood or other adjacent uses by reason of any one or more of the following: the number, area, location, height, orientation, intensity or relation to the neighborhood or other adjacent uses;
5. The proposed use will be adequately buffered to effectively separate traffic, visual

1

R2017-277

impact and noise from existing or intended nearby uses;

6. The subject parcel is adequate in shape and size to accommodate the proposed use;

7. The ingress and egress to the subject parcel and internal circulation will not adversely affect traffic flow, safety or control.

8. The subject property is adequate to accommodate the height and mass of any proposed structure(s).

B. Special Exception Petition No. 1763 is hereby granted for the following described property, said property being in Sarasota County, Florida, to-wit:

2600 Rustic Road, Nokomis, Florida AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 S89°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 S89°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 S89°56'36"E A DISTANCE OF 146.00 FEET;

THENCE S00°03'24"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

12017-222

2

THENCE CONTINUE S00°03'24"W A DISTANCE OF 100.00 FEET;

THENCE N89°56'36"W A DISTANCE OF 100.00 FEET;

THENCE N00°03'24"E A DISTANCE OF 100.00 FEET;

THENCE S89°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 S89°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 S89°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 S89°56'36"E A DISTANCE OF 146.00 FEET;

THENCE S00°03'24"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE S89°56'36"E A DISTANCE OF 234.73 FEET;

THENCE N61°16'00"E A DISTANCE OF 103.82 FEET;

THENCE S89°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 S19°22'04"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 42.38 FEET;

THENCE N89°56'36"W A DISTANCE OF 611.31 FEET;

THENCE S61°16'00"W A DISTANCE OF 103.82 FEET;

THENCE N89°56'36"W A DISTANCE OF 220.00 FEET;

THENCE S45°03'24"W A DISTANCE OF 7.07 FEET;

THENCE S00°03'24"W A DISTANCE OF 55.00 FEET

THENCE N89°56'36"W A DISTANCE OF 20.00 FEET;

THENCE N00°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.

and the same is hereby approved for Special Exception No. 1763, subject to the stipulations as set forth below. As used in the stipulations hereinafter set forth, the term "Owner" shall refer to the owner or owners of the property described in Section B and their successors and assigns. Upon recording in the public records of Sarasota County, these stipulations shall be covenants running with the land.

1. Development shall take place in substantial compliance with the Development Concept Plan date stamped June 30, 2017, and attached hereto as Exhibit "A." This does not imply or confer any variances from applicable zoning or land development regulations, including but not limited to Chapter 118 of the Sarasota County Code of Ordinances.
2. The Ranch Road access from the south shall include a 25' radius for the inside turn into the project driveway.
3. The Master Surface Water Management Plan shall be consistent with the Cow Pen Slough Basin Master Plan (Dona Bay Watershed).

R 2017- 222

D. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 13th day of December, 2017.

BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY, FLORIDA

By: _____


Chairman

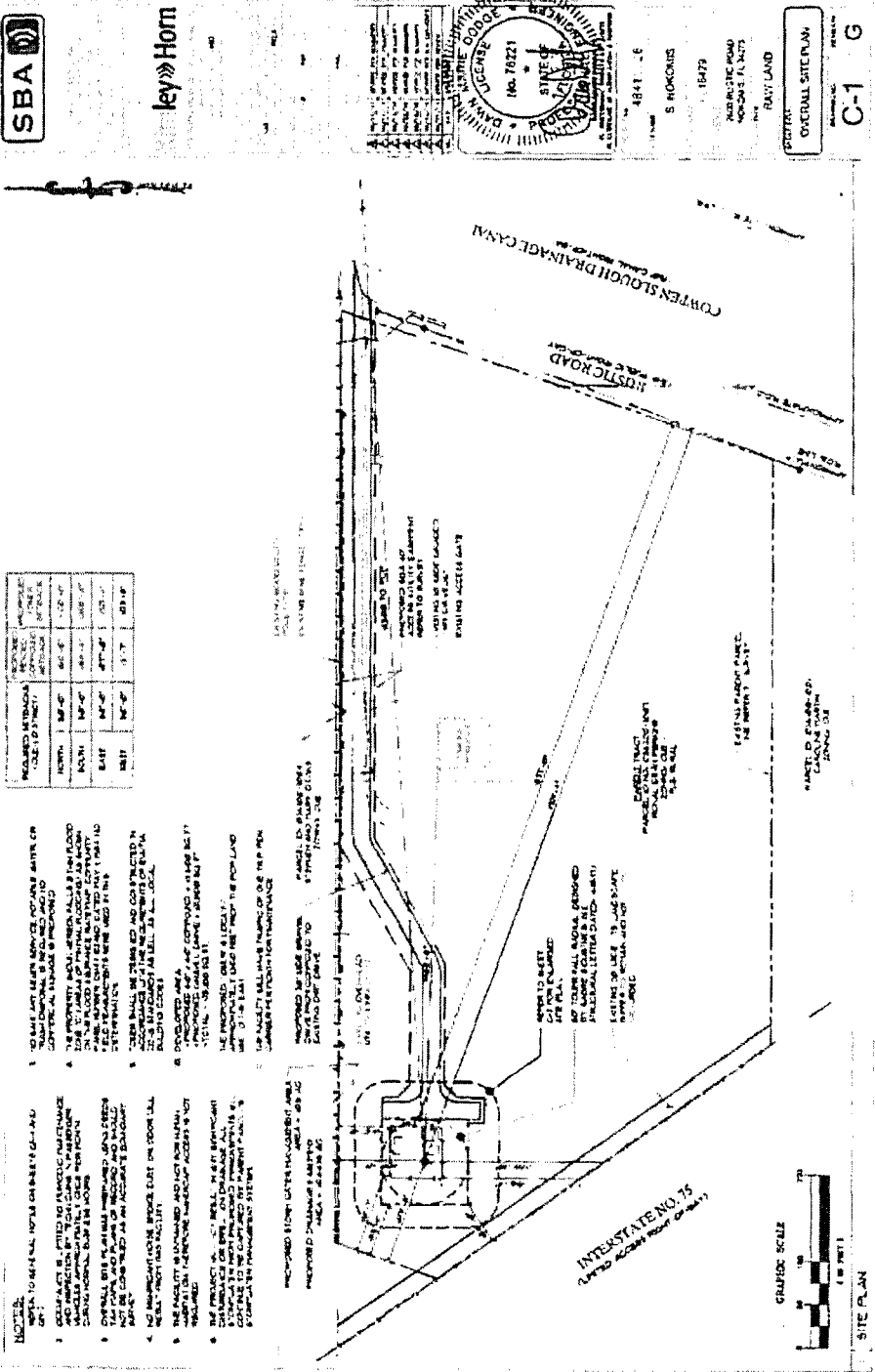
ATTEST:

KAREN E. RUSHING, Clerk
of Circuit Court and ex officio
Clerk of the Board of County
Commissioners of Sarasota
County, Florida.

By: _____


Deputy Clerk

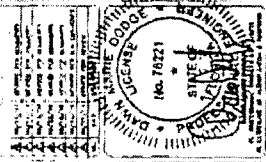
EXHIBIT A



Received June 30, 2017



key Horn



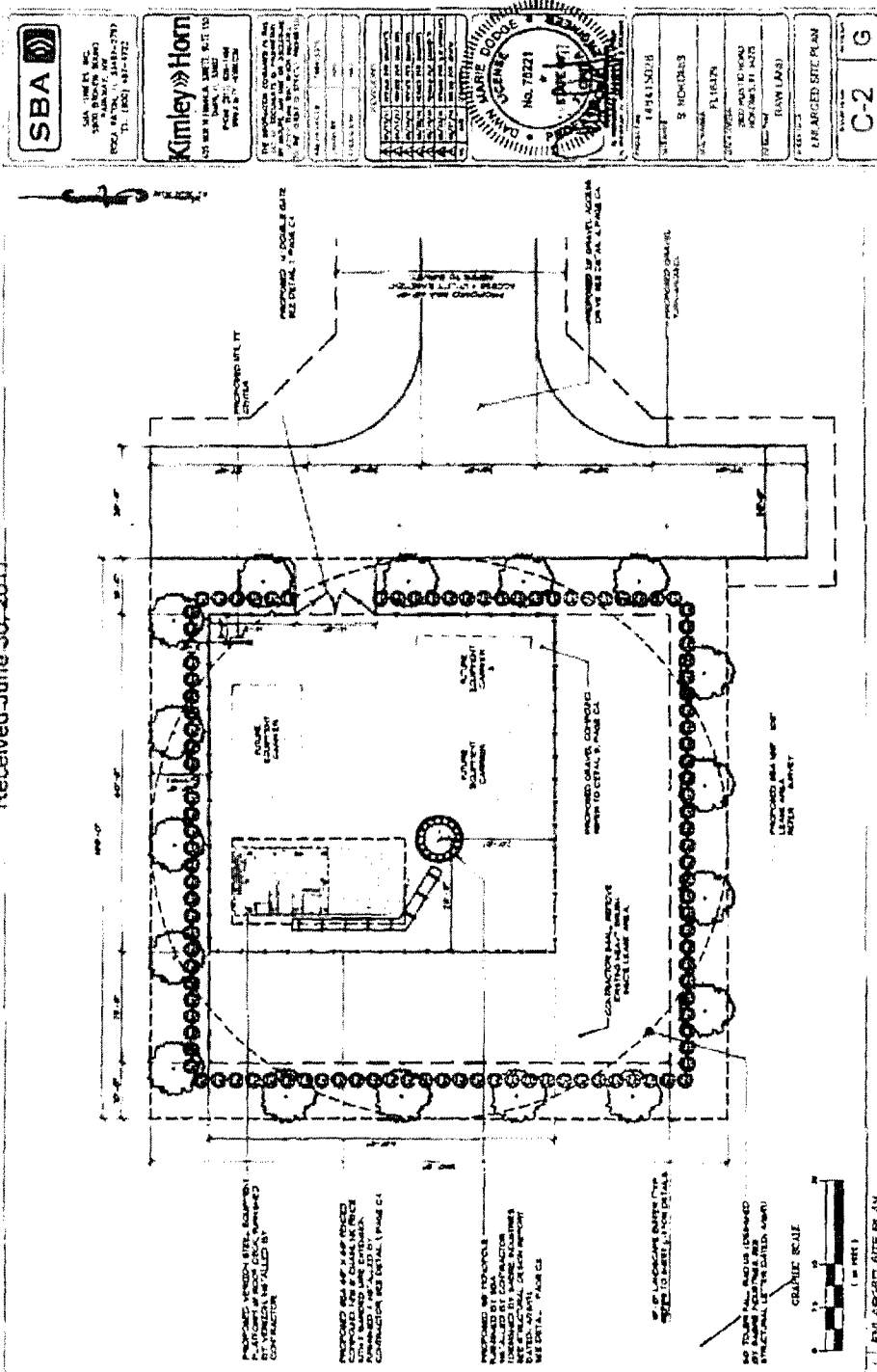
4841 SE
S HOKOIS
18479
182 PUBLIC ROAD
PO BOX 114
DAYTON, OH 45424

OVERALL SITE PLAN
C-1 G

2017-222

EXHIBIT "A"

Received June 30, 2017



7

R2017-022

EXHIBIT "A"

R2017-222

Received June 30, 2017

FOR THE RECORD: THIS PROJECT WAS APPROVED BY THE BOARD OF SUPERVISORS ON 06/29/2017. (REG. NO. 020021)

SBA
SBA TOWERS
755 S. 30th ST. STE. 200
MAYFIELD HEIGHTS, OH 44130

SBA
SBA TOWERS
755 S. 30th ST. STE. 200
MAYFIELD HEIGHTS, OH 44130

PLEASE KEEP GATE CLOSED
COURTESY OF ALL VISITORS
TO THE SITE
PLEASE DO NOT ENTER THE SITE WITHOUT PERMISSION

CAUTION
HIGH VOLTAGE
ELECTRICITY
DANGER

NOTE
CONTRACTOR TO ADJUST THE TEMPERATURE SENSORS TO SITE CONDITIONS

STRUCTURAL NOTES
STRUCTURAL CALCULATION AND REVISION:
PREPARED BY: [NAME], REGISTERED STRUCTURAL ENGINEER,
CONTRACTOR. ALL DIMENSIONS REFER TO CENTERLINE UNLESS OTHERWISE NOTED.

RECEIVED
COUNTY ENGINEER
NO. 00221
DATE 06/30/17

SEARCHED [] INDEXED []
SERIALIZED [] FILED []
JUN 30 2017
MAYFIELD HEIGHTS, OH

C-3 G

Prepared by: City Clerk

ORDINANCE NO. 2019-22



AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, ANNEXING CERTAIN LANDS LYING CONTIGUOUS TO THE CITY LIMITS, PURSUANT TO PETITION NO. 18-02AN BY FLYING FREE INVESTMENTS, LLC, RUSTIC ROAD PARTNERS, LLC, RONALD PERKINS, CAROLINE MARTIN F/K/A CAROLINE CHADWICK, AND PHILIP V. BURKET TRUST, INTO THE CORPORATE LIMITS OF THE CITY OF VENICE, FLORIDA, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITIONS; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Venice, Florida received sworn Petitions from Flying Free Investments, LLC, Rustic Road Partners, LLC, Ronald Perkins, Caroline Martin f/k/a Caroline Chadwick, and Philip V. Burket Trust, requesting the city to voluntarily annex 318.7± acres of real property into the corporate limits of the City of Venice, Florida; and

WHEREAS, the Venice City Council has received and considered the report of the Planning Commission recommending approval of Annexation Petition No. 18-02AN; and

WHEREAS, the Venice City Council has determined the areas to be annexed have met all the requirements of Chapter 171, Florida Statutes, including being contiguous to the City of Venice and reasonably compact; and

WHEREAS, all other procedural and notice requirements mandated by state law and the City's Charter and Code of Ordinances have been followed and satisfied; and

WHEREAS, it is in the best interest of the public health, safety, and welfare of the citizens of the City of Venice for the City Council to annex the real property described herein into the municipal boundaries of the City of Venice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. The Whereas clause above is ratified and confirmed as true and correct.

SECTION 2. The City of Venice hereby accepts the Petition to voluntarily annex the property described below into the corporate limits of the City of Venice and hereby determines that the Petition bears the signature of all current owners of the property to be annexed. The following described property is hereby annexed into the corporate limits of the City of Venice and the boundary lines of the City of Venice are hereby redefined to include the following described property:

FLYING FREE INVESTMENTS - 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, 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 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.

CAROLINE MARTIN - 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.

Rustic Road Partners, LLC- PID # 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°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°07'44" W., a distance of 1075.00 feet; thence S. 86°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°13'36" W., along the said centerline a distance of 130.10 feet; thence N. 86°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°07'44" E., a distance of 1200.00 feet to the intersection with the Northerly line of said Section 20; thence S. 86°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°52'16" W., (on an assumed bearing) along the Northerly line of said Section 20, a distance of 3001.26 feet; thence S. 03°07'44" W., a distance of 701.81 feet to the Point of Beginning; thence S. 03°07'44" W., a distance of 498.19 feet; thence S. 86°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°13'36" W., along the said centerline a distance of 686.93 feet; thence N. 86°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°32'32", a chord bearing of N. 30°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°52'16" E., a distance of 76.08 feet; thence N. 03°07'44" E., a distance of 355.83 feet to the intersection with the centerline of an existing creek; thence S. 58°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°20'18" E., a distance of 16.86 feet; thence N. 24°01'07" E., a distance of 24.84 feet; thence N. 02°13'48" W., a distance of 23.12 feet; thence N. 33°37'44" E., a distance of 24.04 feet; thence S. 85°35'21" E., a distance of 28.42 feet; thence N. 25°15'48" E., a distance of 34.71 feet; thence N. 14°42'29" W., a distance of 33.21 feet; thence N. 61°16'21" W., a distance of 44.63 feet; thence S. 86°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°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.

Rustic Road Partners, LLC - 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.

RONALD PERKINS – 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.

PERKINS ANNEX (Cell Tower Parcel) - 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.

Philip V. Burket Trust # - 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

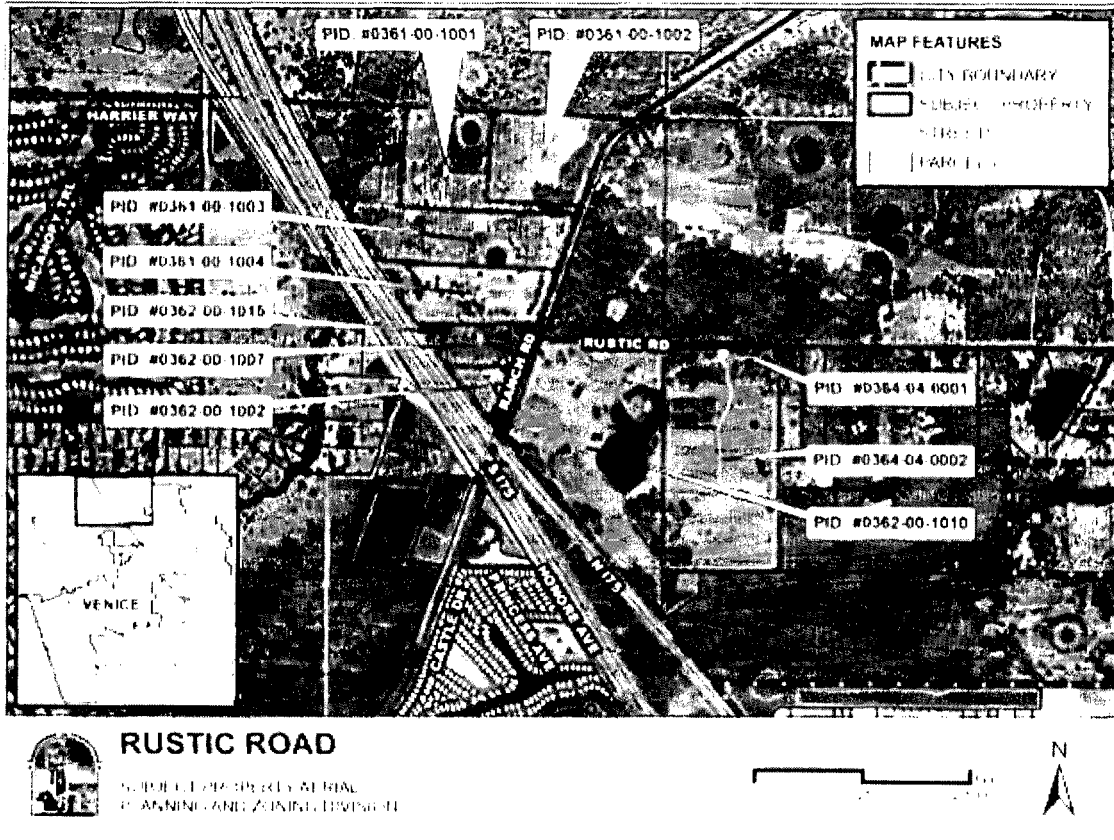
38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows: Commence at the NE corner of said Section 29, for a Point of Beginning; thence along the East line of said Section 29, S 00°09'22" W, (on an assumed bearing) 598.21 feet to the intersection with the Northeasterly 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.

Any discrepancy between the legal description and the map shall resolve in favor of the map.



SECTION 3. Within seven (7) days after adoption, a certified copy of this Ordinance shall be filed with the Clerk of the Circuit Court of Sarasota County, Florida and the Chairman of the Board of County Commissioners of Sarasota County, Florida, and the Department of State, Secretary of State, State of Florida, pursuant to Section 171.044(3), Florida Statutes.

SECTION 4. The Pre-Annexation Agreement between the City of Venice and Flying Free Investments, LLC, Rustic Road Partners, LLC, Ronald D. Perkins, Caroline Martin f/k/a Caroline Chadwick, and Philip V. Burket, Trustee of the Philip V. Burket Trust dated April 30, 2019, is hereby incorporated by reference into this ordinance. All parties agree to abide by the terms and conditions of the Pre-Annexation Agreement.

SECTION 5. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

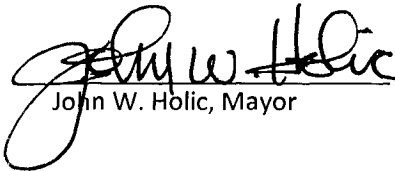
SECTION 6. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 7. This Ordinance shall take effect immediately upon its adoption as provided by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 27TH DAY OF AUGUST 2019.

First Reading: July 9, 2019
Final Reading: August 27, 2019

ADOPTION: August 27, 2019

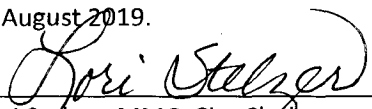

John W. Holic, Mayor

ATTEST:


Lori Stelzer, MMC, City Clerk

I, Lori Stelzer, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the City of Venice Council, a meeting thereof duly convened and held on the 27th day of August 2019 a quorum being present.

WITNESS my hand and the official seal of said City this 27th day of August 2019.


Lori Stelzer, MMC, City Clerk

Approved as to form:


Kelly Fernandez, City Attorney

Prepared by: City of Venice - 401 W. Venice Ave.
Venice, Florida 34285
Return to: City of Venice - 401 W. Venice Ave.
Attention: City Clerk
Venice, Florida 34285

**PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY TO CITY OF VENICE
NO. 18-02AN**

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF VENICE, FLORIDA:

COMES NOW, ^{Flying Free} ~~Free Flying~~ Investments LLC, a Florida limited liability company, owner of the herein described real estate, who respectfully requests that said real estate be annexed to the now existing boundaries of the City of Venice, pursuant to Chapter 171, Part I, Florida Statutes, entitled Municipal Annexation or Contraction Act, and the undersigned represents that the following information is true and correct to the best of its knowledge and belief.

1. The legal description of the property which is the subject of this petition is:

~~FREE FLYING INVESTMENTS~~ ^{FLYING FREE} - 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, I-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.

2. Said property is contiguous to the now existing boundaries of the City of Venice, as that term is defined in Section 171.031(11) Florida Statutes.
3. The subject property has no delinquent real estate taxes.
4. Titles to the subject property is vested in the undersigned.
5. The undersigned filed an Annexation Application with the City on October 26, 2018 through its authorized agent.

WHEREFORE, the undersigned request that the City Council accept said proposed addition and annex all such lands and include same within the corporate limits of the City of Venice in accordance with law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

Witness

[Signature]

Witness

Flying Free [Signature]
Owner(s): ~~Free Flying~~ Investments, LLC, a
Florida limited liability company

[Signature]

Free Flying Investments, LLC

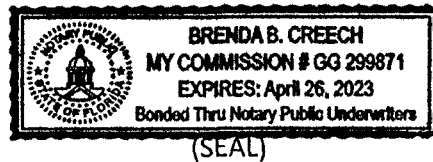
By: [Signature]

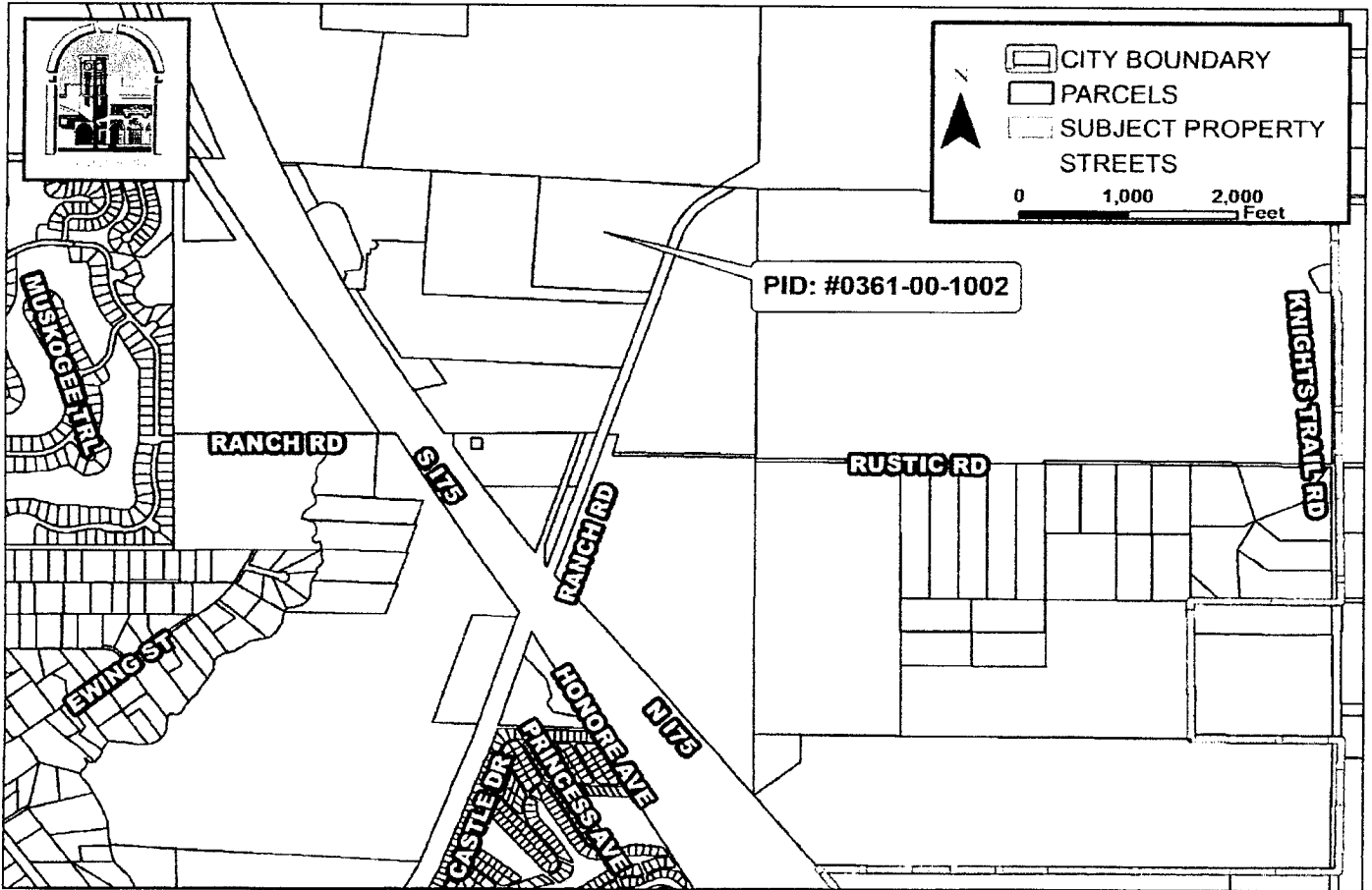
[Signature]
Name

STATE OF FLORIDA
COUNTY OF SARASOTA


The foregoing instrument was acknowledged before me this 4 day of August, 2019,
by Sharon Carole who produced _____ as
identification or is personally known to me.

Brenda B. Creech
Notary Public





PROPERTIES ANNEXED TO THE CITY OF VENICE

Flying Free 

Owner: ~~Free Flying~~ Investments, LLC, a Florida limited liability company

Property Address: Rustic Road and Ranch Road

Legal Description: Metes and Bounds

Ordinance No.: 2019-22

File No.: 18-02AN

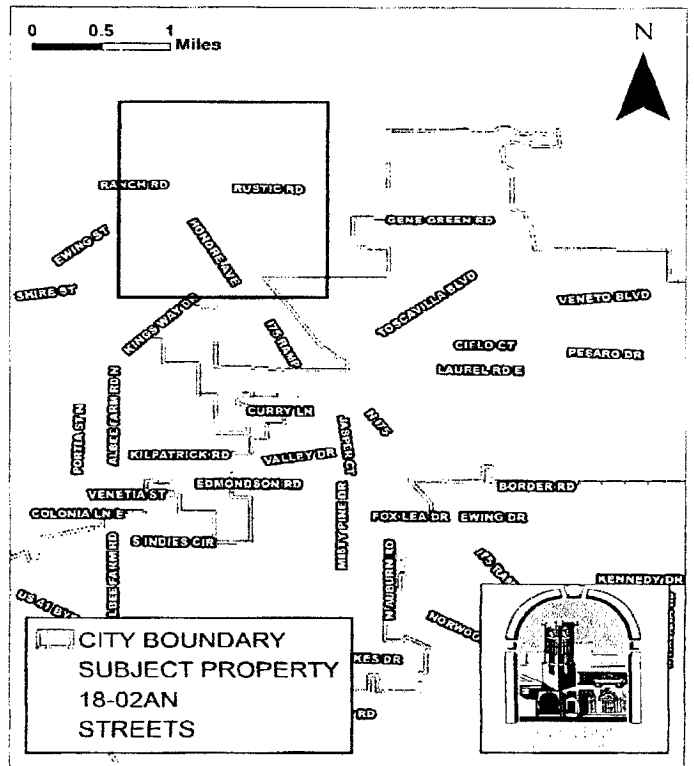
County Zoning: Open Use Estate (OUE)

Date of First Reading: July 9, 2019

Date of Final Reading: August 27, 2019

Date Mailed: June 21, 2019

Parcel ID #: 0361-00-1002



Prepared by: City of Venice - 401 W. Venice Ave.
Venice, Florida 34285
Return to: City of Venice - 401 W. Venice Ave.
Attention: City Clerk
Venice, Florida 34285

**PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY TO CITY OF VENICE
NO. 18-02AN**

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF VENICE, FLORIDA:

COMES NOW, **Rustic Road Partners, LLC**, a Florida limited liability company, owner of the herein described real estate, who respectfully requests that said real estate be annexed to the now existing boundaries of the City of Venice, pursuant to Chapter 171, Part I, Florida Statutes, entitled Municipal Annexation or Contraction Act, and the undersigned represents that the following information is true and correct to the best of its knowledge and belief.

1. The legal description of the property which is the subject of this petition is:

Rustic Road Partners, LLC - 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.

Rustic Road Partners, LLC- PID # 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°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°07'44" W., a distance of 1075.00 feet; thence S. 86°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°13'36" W., along the said centerline a distance of 130.10 feet; thence N. 86°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°07'44" E., a distance of 1200.00 feet to the intersection with the Northerly line of said Section 20; thence S. 86°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°52'16" W., (on an assumed bearing) along the Northerly line of said Section 20, a distance of 3001.26 feet; thence S. 03°07'44" W., a distance

of 701.81 feet to the Point of Beginning; thence S. 03°07'44" W., a distance of 498.19 feet; thence S. 86°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°13'36" W., along the said centerline a distance of 686.93 feet; thence N. 86°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°32'32", a chord bearing of N. 30°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°52'16" E., a distance of 76.08 feet; thence N. 03°07'44" E., a distance of 355.83 feet to the intersection with the centerline of an existing creek; thence S. 58°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°20'18" E., a distance of 16.86 feet; thence N. 24°01'07" E., a distance of 24.84 feet; thence N. 02°13'48" W., a distance of 23.12 feet; thence N. 33°37'44" E., a distance of 24.04 feet; thence S. 85°35'21" E., a distance of 28.42 feet; thence N. 25°15'48" E., a distance of 34.71 feet; thence N. 14°42'29" W., a distance of 33.21 feet; thence N. 61°16'21" W., a distance of 44.63 feet; thence S. 86°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°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.

2. Said property is contiguous to the now existing boundaries of the City of Venice, as that term is defined in Section 171.031(11) Florida Statutes.
3. The subject property has no delinquent real estate taxes.
4. Titles to the subject property is vested in the undersigned.
5. The undersigned filed an Annexation Application with the City on October 26, 2018 through its authorized agent.

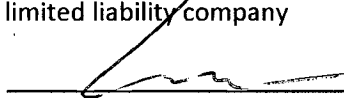
WHEREFORE, the undersigned request that the City Council accept said proposed addition and annex all such lands and include same within the corporate limits of the City of Venice in accordance with law.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Owner(s): Rustic Road Partners, LLC, a Florida limited liability company



Witness



Rustic Road Partners, LLC
By: *Stephen J. Kertz*

Brenda B. Creech

Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

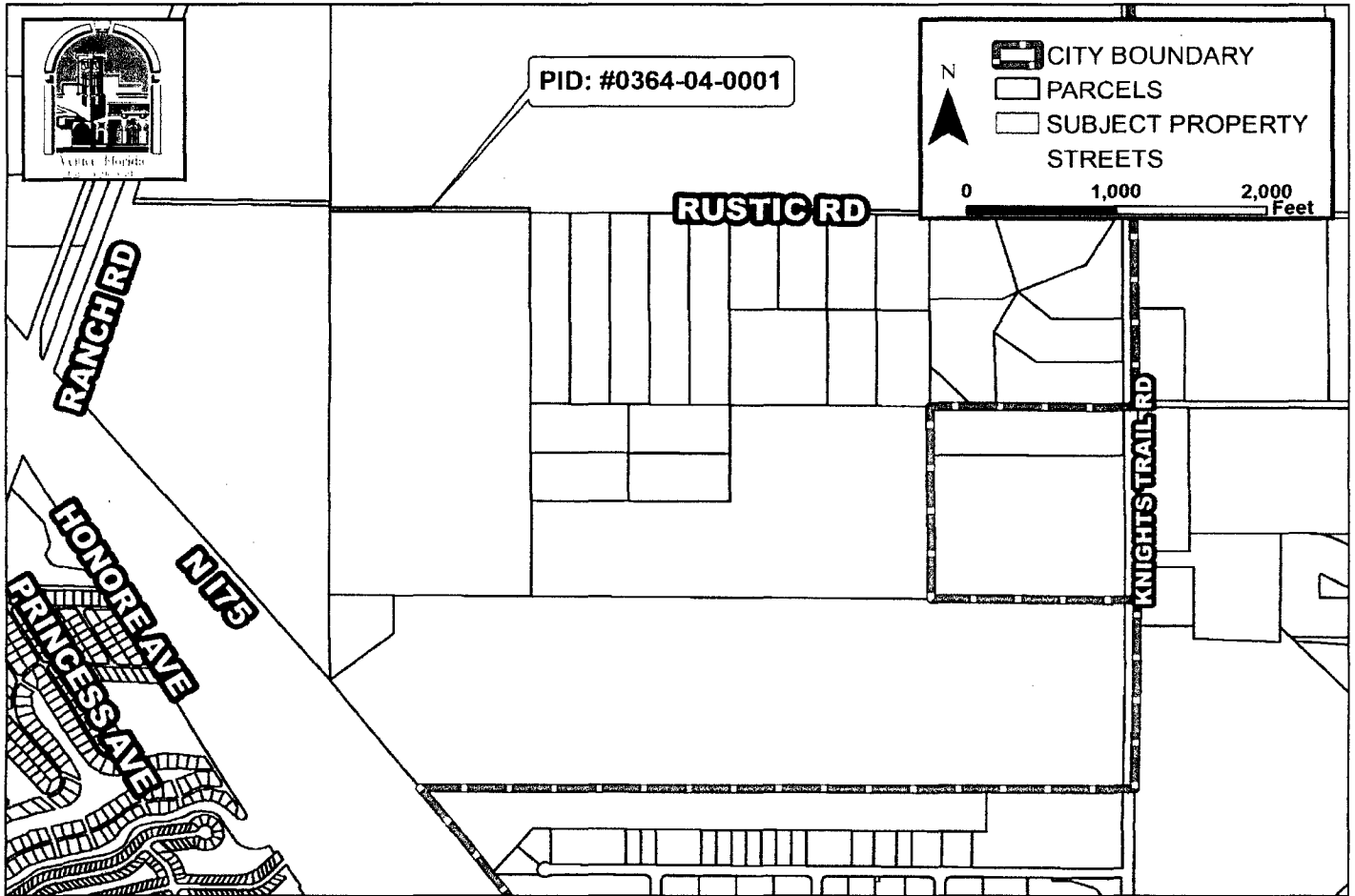
The foregoing instrument was acknowledged before me this 9 day of August, 2019, by _____ who produced _____ as identification or is personally known to me.

Brenda B. Creech

Notary Public



Exhibit "A"



PROPERTIES ANNEXED TO THE CITY OF VENICE

Owner: Rustic Road Partners, LLC, a Florida limited liability company

Property Address: Rustic Road and Ranch Road

Legal Description: Metes and Bounds

Ordinance No.: 2019-22

File No.: 18-02AN

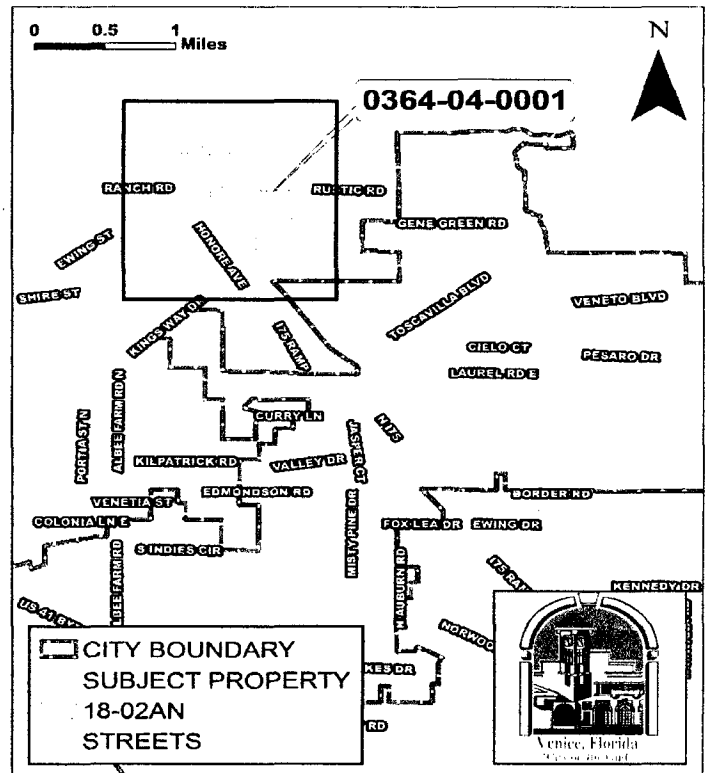
County Zoning: Open Use Estate (OUE)

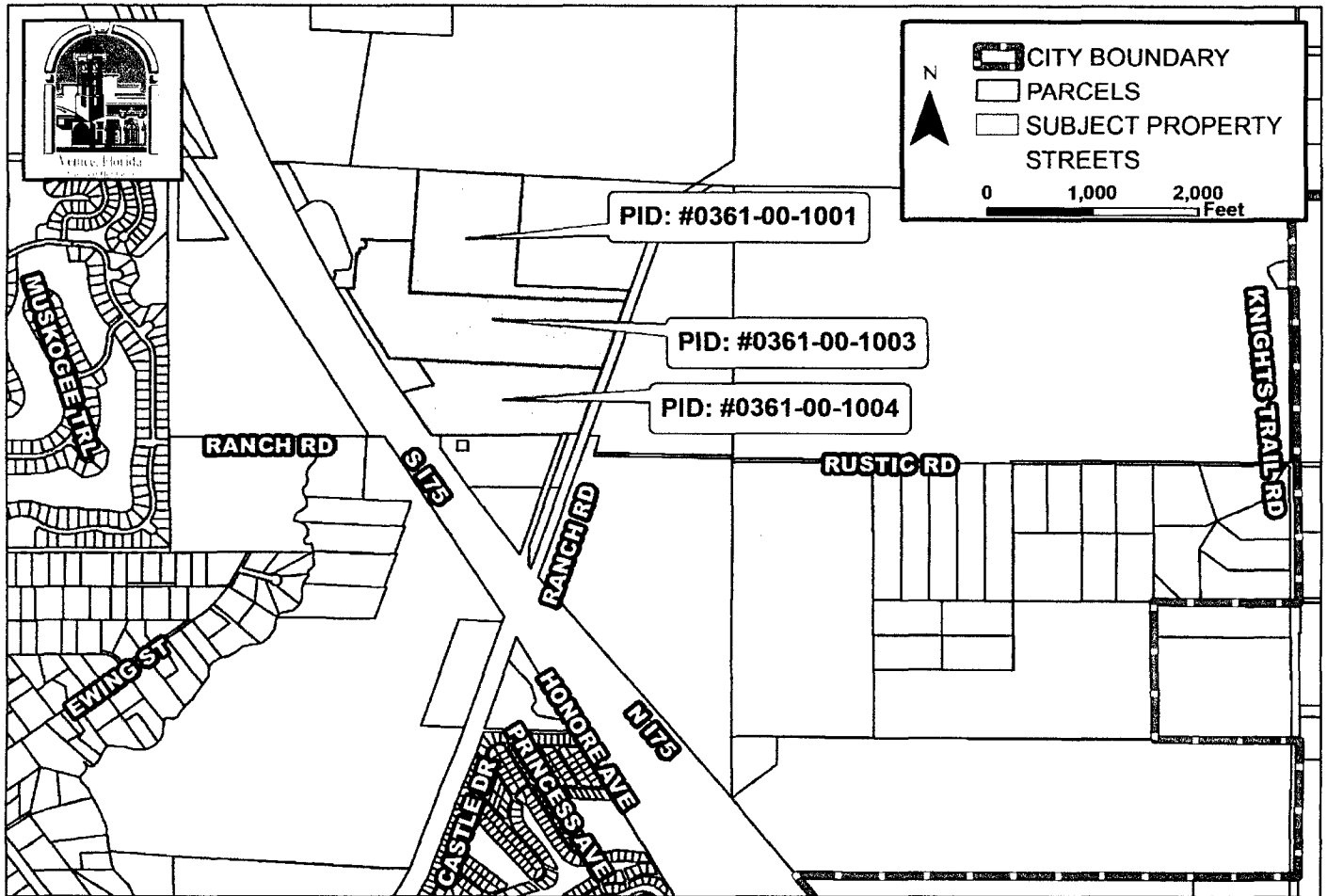
Date of First Reading: July 9, 2019

Date of Final Reading: August 27, 2019

Date Mailed: June 21, 2019

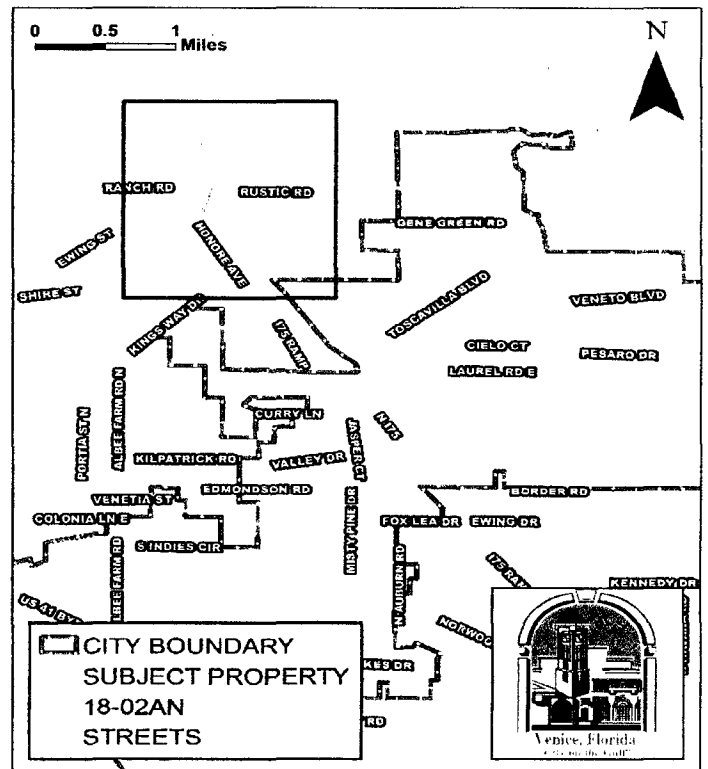
Parcel ID #: 0364-04-0001





PROPERTIES ANNEXED TO THE CITY OF VENICE

Owner: Rustic Road Partners, LLC, a Florida limited liability company
 Property Address: Rustic Road and Ranch Road
 Legal Description: Metes and Bounds
 Ordinance No.: 2019-22
 File No.: 18-02AN
 County Zoning: Open Use Estate (OUE)
 Date of First Reading: July 9, 2019
 Date of Final Reading: August 27, 2019
 Date Mailed: June 21, 2019
 Parcel ID #: 0361-00-1001, 0361-00-1003, 0361-00-1004



Prepared by: City of Venice - 401 W. Venice Ave.
Venice, Florida 34285
Return to: City of Venice - 401 W. Venice Ave.
Attention: City Clerk
Venice, Florida 34285

**PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY TO CITY OF VENICE
NO. 18-02AN**

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF VENICE, FLORIDA:

COMES NOW, **Ronald D. Perkins**, owner of the herein described real estate, who respectfully requests that said real estate be annexed to the now existing boundaries of the City of Venice, pursuant to Chapter 171, Part I, Florida Statutes, entitled Municipal Annexation or Contraction Act, and the undersigned represents that the following information is true and correct to the best of his knowledge and belief.

1. The legal description of the property which is the subject of this petition is:

RONALD PERKINS – 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.

PERKINS ANNEX (Cell Tower Parcel) - 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.

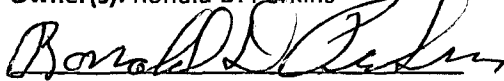
2. Said property is contiguous to the now existing boundaries of the City of Venice, as that term is defined in Section 171.031(11) Florida Statutes.
3. The subject property has no delinquent real estate taxes.
4. Titles to the subject property is vested in the undersigned.
5. The undersigned filed an Annexation Application with the City on October 26, 2018 through his authorized agent.

WHEREFORE, the undersigned request that the City Council accept said proposed addition and annex all such lands and include same within the corporate limits of the City of Venice in accordance with law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Witness

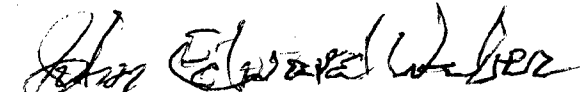
Owner(s): Ronald D. Perkins

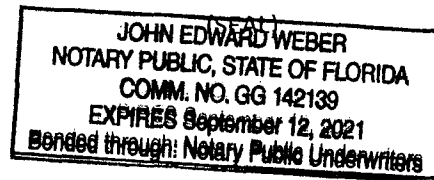

Ronald D. Perkins

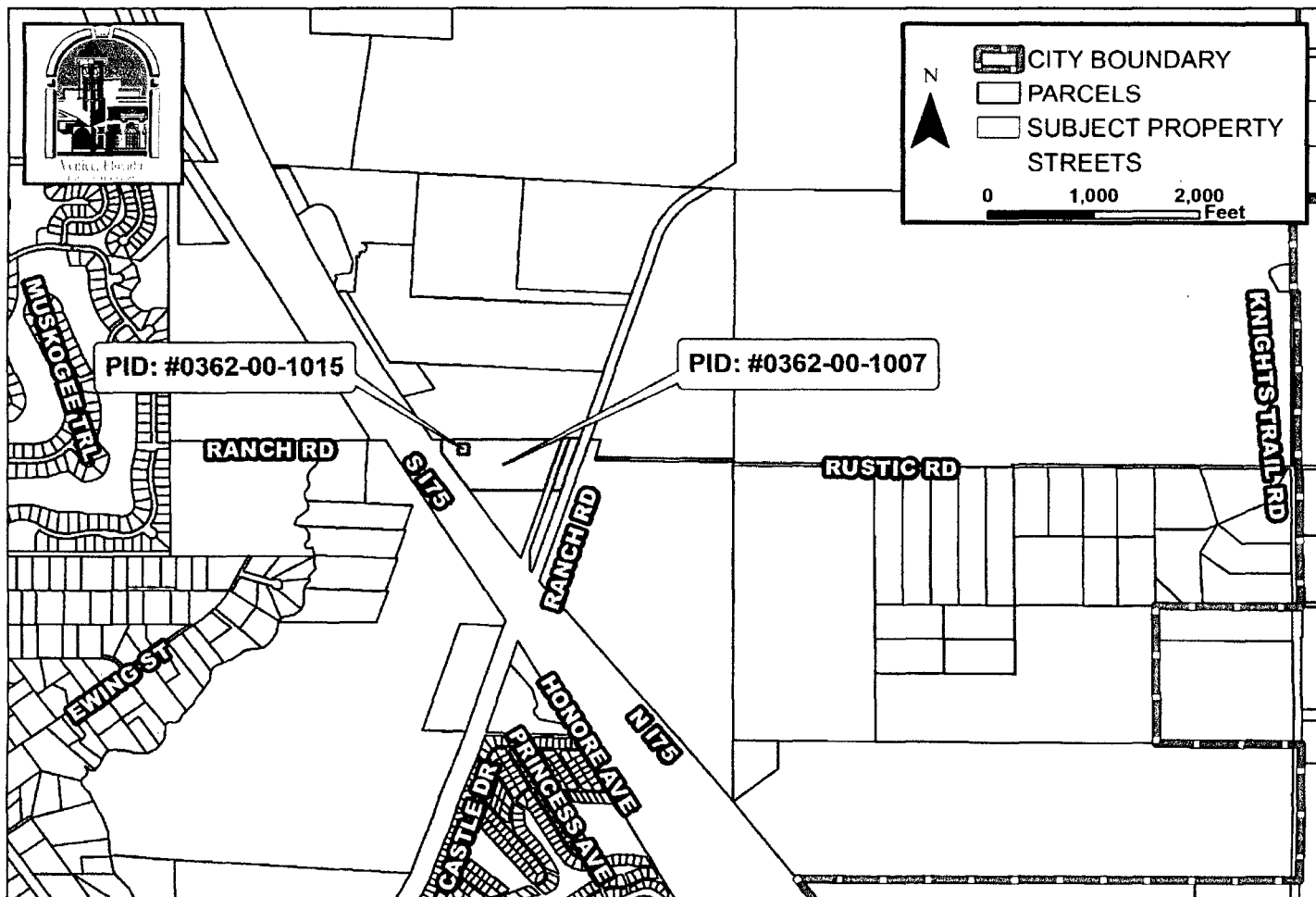

Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of August 2019, by R. Deane Perkins produced as as identification or is personally known to me.


Notary Public





PROPERTIES ANNEXED TO THE CITY OF VENICE

Owner: Ronald D. Perkins

Property Address: Rustic Road and Ranch Road

Legal Description: Metes and Bounds

Ordinance No.: 2019-22

File No.: 18-02AN

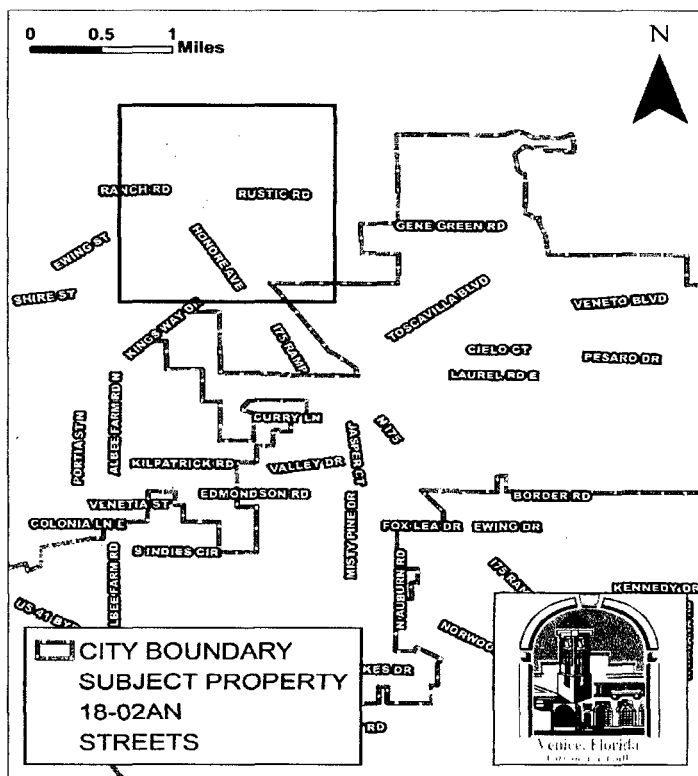
County Zoning: Open Use Estate (OUE)

Date of First Reading: July 9, 2019

Date of Final Reading: August 27, 2019

Date Mailed: June 21, 2019

Parcel ID #: 0362-00-1007 and 0362-00-1015



Prepared by: City of Venice - 401 W. Venice Ave.
Venice, Florida 34285
Return to: City of Venice - 401 W. Venice Ave.
Attention: City Clerk
Venice, Florida 34285

**PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY TO CITY OF VENICE
NO. 18-02AN**

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF VENICE, FLORIDA:

COMES NOW, **Caroline Martin, f/k/a Caroline Chadwick**, owner of the herein described real estate, who respectfully requests that said real estate be annexed to the now existing boundaries of the City of Venice, pursuant to Chapter 171, Part I, Florida Statutes, entitled Municipal Annexation or Contraction Act, and the undersigned represents that the following information is true and correct to the best of her knowledge and belief.

1. The legal description of the property which is the subject of this petition is:

CAROLINE MARTIN - 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.

2. Said property is contiguous to the now existing boundaries of the City of Venice, as that term is defined in Section 171.031(11) Florida Statutes.
3. The subject property has no delinquent real estate taxes.
4. Titles to the subject property is vested in the undersigned.
5. The undersigned filed an Annexation Application with the City on October 26, 2018 through her authorized agent.

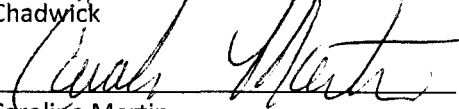
WHEREFORE, the undersigned request that the City Council accept said proposed addition and annex all such lands and include same within the corporate limits of the City of Venice in accordance with law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

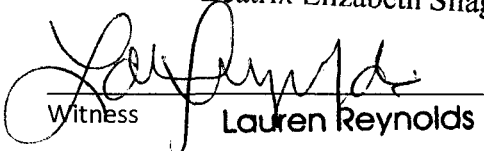


Witness **Beatrix Elizabeth Silagi**

Owner(s): Caroline Martin, f/k/a Caroline
Chadwick




Caroline Martin



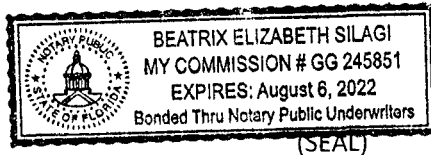
Witness **Lauren Reynolds**

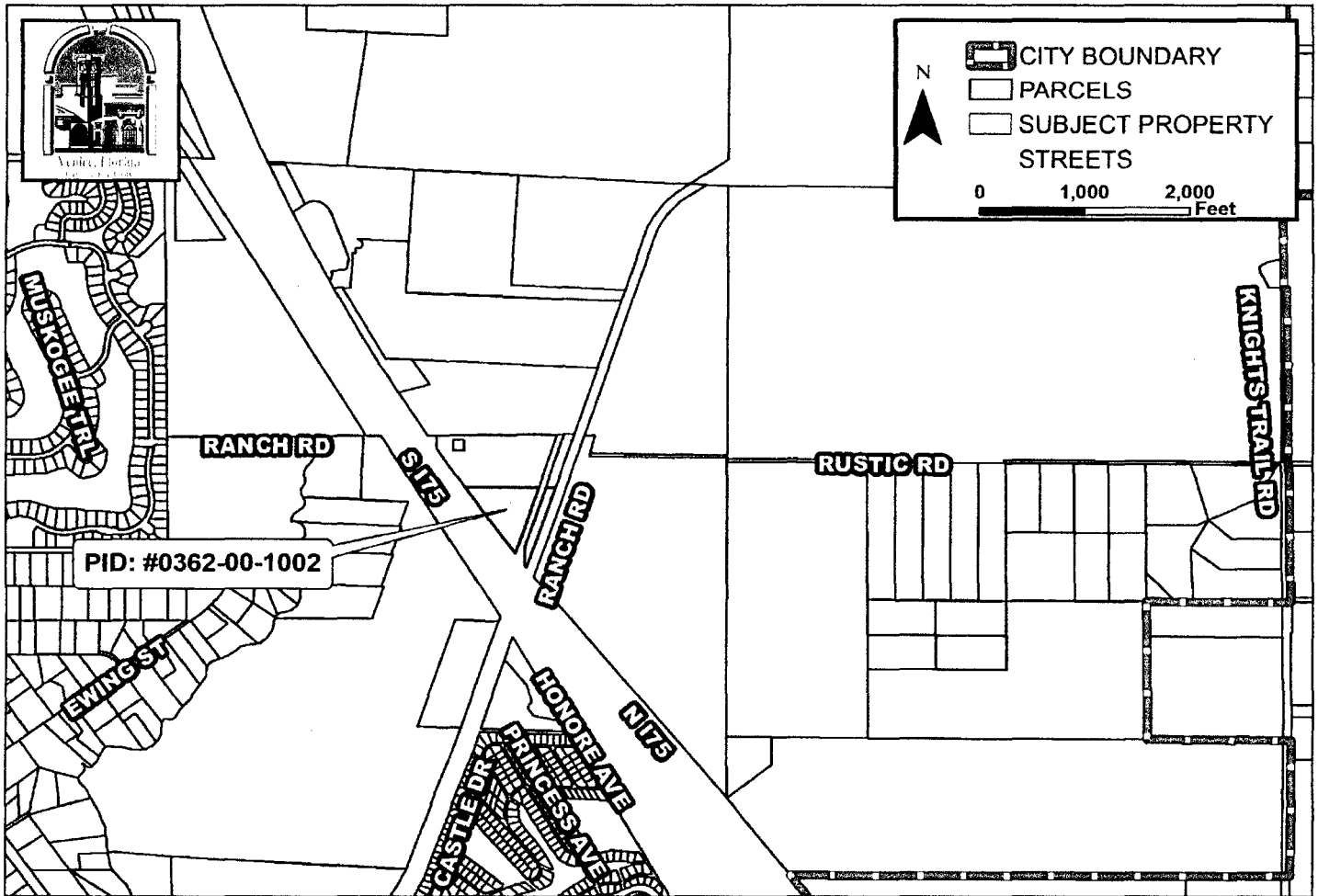
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of July, 2019, by
Caroline Martin who produced _____ as identification
or is personally known to me.



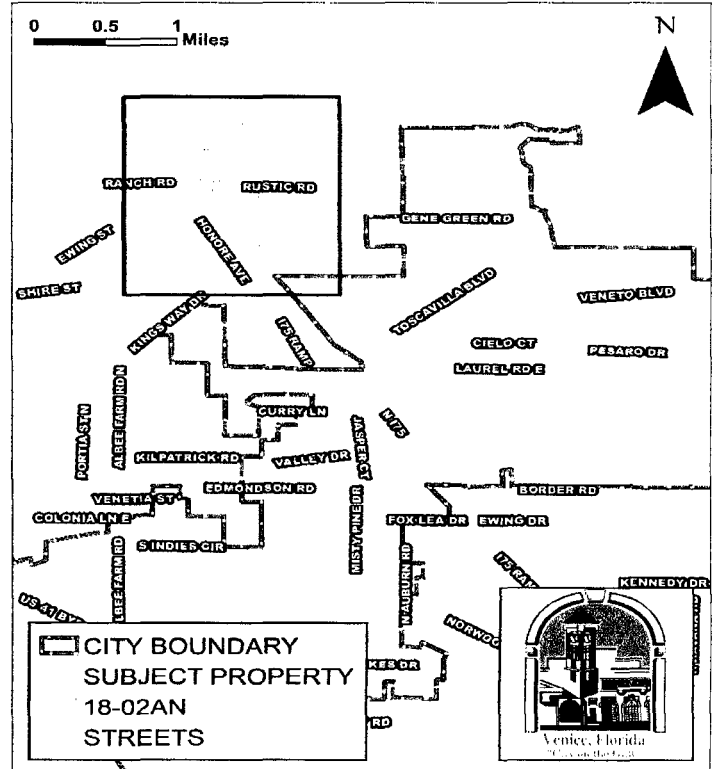
Notary Public





PROPERTIES ANNEXED TO THE CITY OF VENICE

Owner: Caroline Martin f/k/a Caroline Chadwick
 Property Address: Rustic Road and Ranch Road
 Legal Description: Metes and Bounds
 Ordinance No.: 2019-22
 File No.: 18-02AN
 County Zoning: Open Use Estate (OUE)
 Date of First Reading: July 9, 2019
 Date of Final Reading: August 27, 2019
 Date Mailed: June 21, 2019
 Parcel ID #: 0362-00-1002



Prepared by: City of Venice - 401 W. Venice Ave.
Venice, Florida 34285
Return to: City of Venice - 401 W. Venice Ave.
Attention: City Clerk
Venice, Florida 34285

**PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY TO CITY OF VENICE
NO. 18-02AN**

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF VENICE, FLORIDA:

COMES NOW, **Philip V. Burket**, as **Trustee of the Philip V. Burket Trust dated July 16, 2002, f/b/o Philip V. Burket**, owner of the herein described real estate, who respectfully requests that said real estate be annexed to the now existing boundaries of the City of Venice, pursuant to Chapter 171, Part I, Florida Statutes, entitled Municipal Annexation or Contraction Act, and the undersigned represents that the following information is true and correct to the best of his knowledge and belief.

1. The legal description of the property which is the subject of this petition is:

Philip V. Burket Trust # - 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.

2. Said property is contiguous to the now existing boundaries of the City of Venice, as that term is defined in Section 171.031(11) Florida Statutes.
3. The subject property has no delinquent real estate taxes.
4. Titles to the subject property is vested in the undersigned.
5. The undersigned filed an Annexation Application with the City on October 26, 2018 through his authorized agent.

WHEREFORE, the undersigned request that the City Council accept said proposed addition and annex all such lands and include same within the corporate limits of the City of Venice in accordance with law.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Owner(s): Philip V. Burket, as Trustee of the
Philip V. Burket Trust dated July 16, 2002,
f/b/o Philip V. Burket

[Signature]
Witness

[Signature]
Philip V. Burket

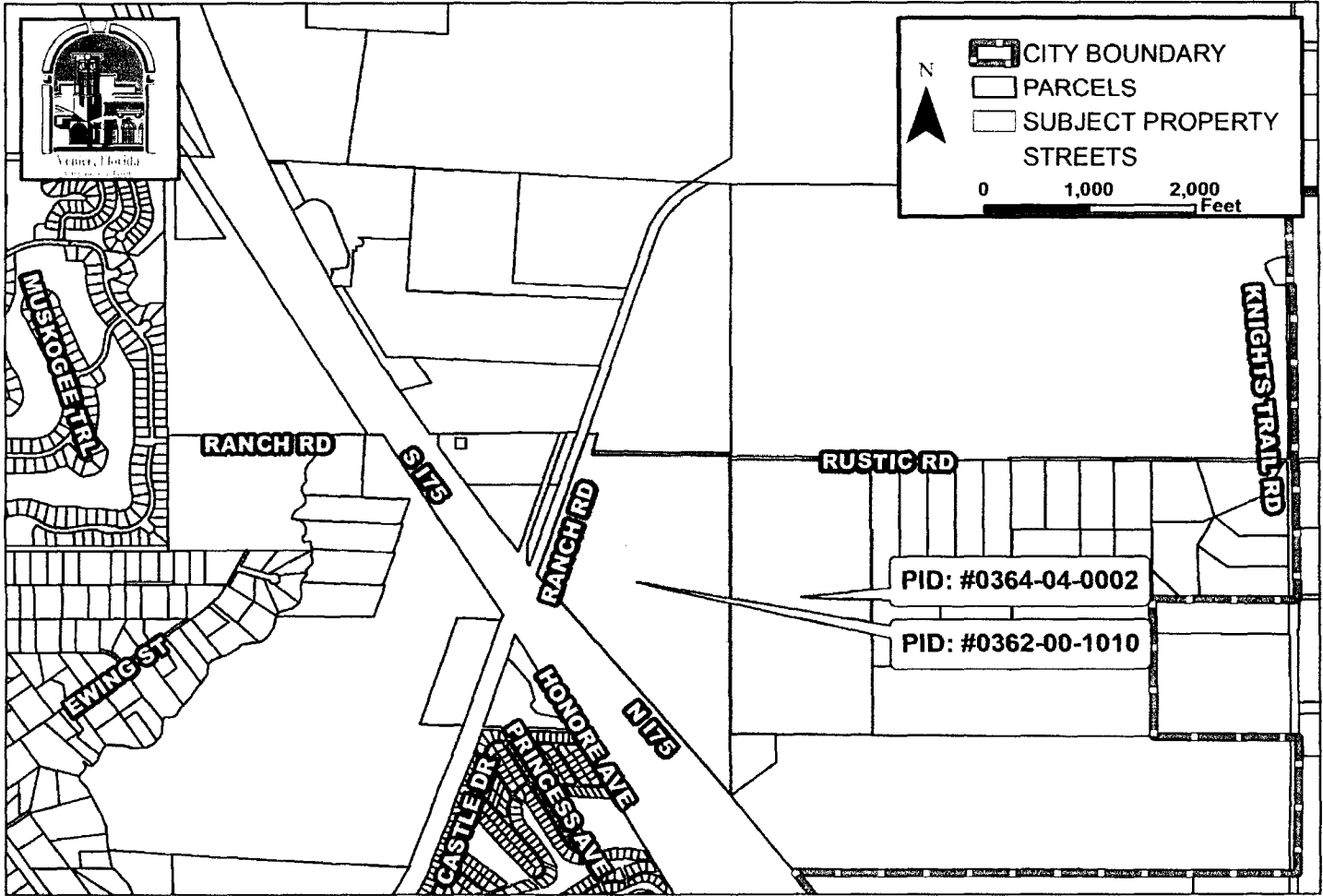
[Signature]
Witness

STATE OF FLORIDA 16
COUNTY OF SARASOTA Co.K

The foregoing instrument was acknowledged before me this 18th day of July, 2019, by
Philip Burket who produced 16126 as identification
or is personally known to me.

[Signature]
Notary Public





PROPERTIES ANNEXED TO THE CITY OF VENICE

Owner: Philip V. Burket, as Trustee of the Philip V. Burket Trust dated July 16, 2002, f/b/o Philip V. Burket

Property Address: Rustic Road and Ranch Road

Legal Description: Metes and Bounds

Ordinance No.: 2019-22

File No.: 18-02AN

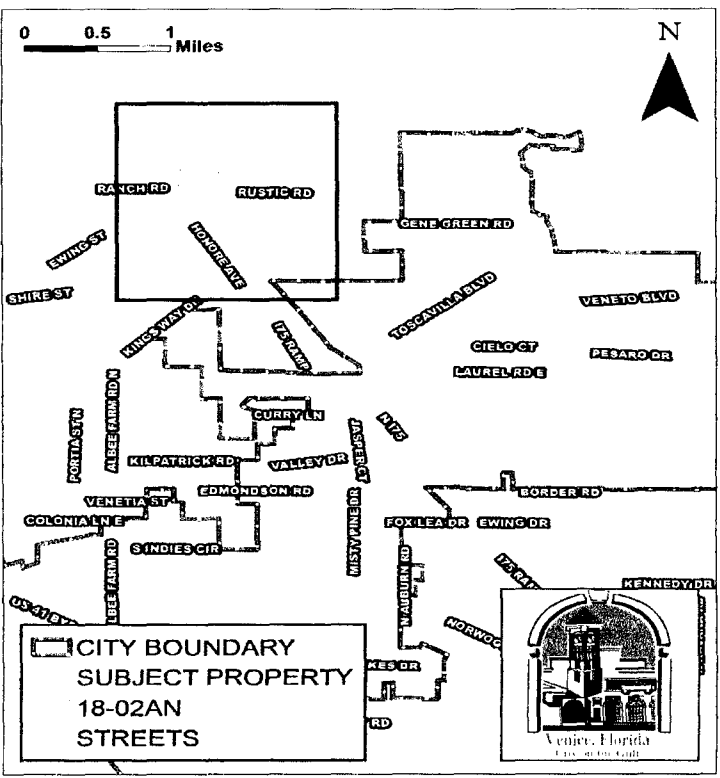
County Zoning: Open Use Estate (OUE)

Date of First Reading: July 9, 2019

Date of Final Reading: August 27, 2019

Date Mailed: June 21, 2019

Parcel ID #: 0364-04-0002 and 0362-00-1010



PREPARED BY AND

WHEN RECORDED, RETURN TO:

Meritage Homes of Florida, Inc.
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attn: Florida Regional Counsel

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2021226306 12 PG(S)

12/17/2021 4:28 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SIMPLIFILE Receipt # 2786542

MEMORANDUM OF OPTION AGREEMENT

(Rustic Road, Florida)

BY THIS MEMORANDUM OF OPTION AGREEMENT (“**Memorandum**”), entered into as of the 17th day of December, 2021, AG EHC II (MTH) MULTI STATE 1, LLC, a Delaware limited liability company (“**Owner**”), and MERITAGE HOMES OF FLORIDA, INC., a Florida corporation (“**Meritage**”), declare and agree as follows:

A. Owner owns that certain real property located in Sarasota County, Florida and described on the attached Exhibit A (the “**Property**”).

B. Owner granted to Meritage, pursuant to that certain Option Agreement between Meritage and Owner dated as the date hereof (the “**Option Agreement**”), the option to purchase the Property in accordance with the terms of the Option Agreement (the “**Option**”).

C. The term of the Option commenced upon the date hereof and shall expire April 18, 2025, unless earlier terminated pursuant to the terms of the Option Agreement.

D. All of the other terms, conditions and agreements contained within the Option Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change any of the terms of the Option Agreement. In the event of any conflict between this Memorandum and the Option Agreement, the Option Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first set forth above.

OWNER:

Signed, sealed and delivered in the presence of:

AG EHC II (MTH) MULTI STATE 1, LLC, a Delaware limited liability company

Janette Lavage
Signature of Witness

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

Janette Lavage
Print Name

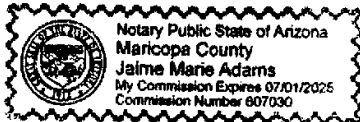
By: *Steven S Benson*
Steven S. Benson, its Manager

Jaime Adams
Signature of Witness

Jaime Adams
Print Name

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of December, 2021, by Steven S. Benson, the manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) MULTI STATE 1, LLC, a Delaware limited liability company, for and on behalf thereof.



(SEAL)

Jaime Marie Adams
Notary Public

MERITAGE:

Signed, sealed and delivered in the presence of:

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation

Alyssa M...
Signature of Witness

By: [Signature]
Name: Steve Harding
Title: Region President

Alexis McIntyre
Print Name

[Signature]
Signature of Witness

GINTAUTAS VASOVIČIUS
Print Name

STATE OF Florida)
)ss.
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of December, 2021, by Steve Harding, the Region President of MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, for and on behalf thereof.

Stephanie Harris
Notary Public
(Seal)

Personally Known OR Produced Identification
Type of Identification Produced

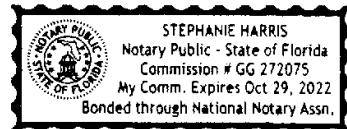


Exhibit A

Legal Description

(Rustic Road, Florida)

Parcel 1 (Sarasota County PID No. 0362001002)

PARCEL 1A: (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.

AND:

PARCEL 2 (SARASOTA COUNTY PID NO. 0362001007)

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.

TOGETHER WITH 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 COUNTY, 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.

TOGETHER WITH 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.

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 CONTINUES 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 CONTINUES 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 CONTINUES 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.

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 CONTINUES 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.

AND:

PARCEL 3 (SARASOTA COUNTY PID NO. 0361001001, 0361001003, AND 0361001004)

PARCEL 1A: (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°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°07'44" W., A DISTANCE OF 1075.00 FEET; THENCE S. 86°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°13'36" W., ALONG THE SAID CENTERLINE A DISTANCE OF 130.10 FEET; THENCE N. 86°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°07'44" E., A DISTANCE OF 1200.00 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF SAID SECTION 20; THENCE S. 86°52'16" E., ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 997.63 FEET TO THE POINT OF BEGINNING.

PARCEL 2B: (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°52'16" W., (ON AN ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 3001.26 FEET; THENCE S. 03°07'44" W., A DISTANCE OF 701.81 FEET TO THE POINT OF BEGINNING; THENCE S. 03°07'44" W., A DISTANCE OF 498.19 FEET; THENCE S. 86°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°13'36" W., ALONG THE SAID CENTERLINE A DISTANCE OF 686.93 FEET; THENCE N. 86°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°32'32", A CHORD BEARING OF N. 30°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°52'16" E., A DISTANCE OF 76.08 FEET; THENCE N. 03°07'44" E., A DISTANCE OF 355.83 FEET TO THE INTERSECTION WITH THE CENTERLINE OF AN EXISTING CREEK; THENCE S. 58°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°20'18" E., A DISTANCE OF 16.86 FEET; THENCE N. 24°01'07" E., A DISTANCE OF 24.84 FEET; THENCE N. 02°13'48" W., A DISTANCE OF 23.12 FEET; THENCE N. 33°37'44" E., A DISTANCE OF 24.04 FEET; THENCE S. 85°35'21" E., A DISTANCE OF 28.42 FEET; THENCE N. 25°15'48" E., A DISTANCE OF 34.71 FEET; THENCE N. 14°42'29" W., A DISTANCE OF 33.21 FEET; THENCE N. 61°16'21" W., A DISTANCE OF 44.63 FEET; THENCE S. 86°52'16" E., LEAVING SAID CENTERLINE OF THE EXISTING CREEK A DISTANCE OF 491.06 FEET TO THE POINT OF BEGINNING.

PARCEL 3C: (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°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 NO. 2007155382, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

AND:

PARCEL 4 (SARASOTA COUNTY PID NO. 0361001002)

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, 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 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 FOOT WIDE PERMANENT EASEMENT FOR COW PEN SLOUGH CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 852 AND A 55 FOOT WIDE PERMANENT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 426, PAGE 56, AND 55 FOOT WIDE TEMPORARY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 855, ALL 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.

AND:

PARCEL 5 (SARASOTA COUNTY PID NOS. 0362001010 AND 0364040002)

PARCEL 1A:

THE W 1/2 OF SW 1/4 OF SECTION 21, TOWNSHIP 38 SOUTH, RANGE 19 EAST, IN SARASOTA COUNTY, FLORIDA.

PARCEL 2B:

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 EASEMENT FOR ACCESS AS RECORDED IN OFFICIAL RECORDS BOOK 1317, PAGE 931, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

PARCEL 3C:

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 OFFICIAL RECORDS INSTRUMENT NO. 2010066284, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

AND:

PARCEL 6 (SARASOTA COUNTY PID NO. 0364040001)

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.

AND:

PARCEL 7

SBA TOWERS LEASE PARCEL (SARASOTA COUNTY PID NO. 0362001015)

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 CONTINUES 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 CONTINUES 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.

THIS INSTRUMENT WAS PREPARED BY:

Kristen K. Idle, Esq.
Godbold, Downing, Bill and Rentz, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789
(407) 647-4418

RETURN TO:

Quarles & Brady LLP
Two North Central Avenue
Phoenix, AZ 85004
Attn: Jason Wood, Esq.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2021226307 13 PG(S)

12/17/2021 4:28 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SIMPLIFILE Receipt # 2786542

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (“**Assignment**”) is made and entered into as of the ~~17th~~ day of December, 2021, by **JEN TAMPA 1, LLC**, a Florida limited liability company (“**Assignor**”), with a mailing address at 1316 West Swann Avenue, Tampa, Florida 33606, to and in favor of **AG EHC II (MTH) Multi State 1, LLC**, a Delaware limited liability company (“**Assignee**”), with a mailing address at 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255.

WITNESSETH:

A. Pursuant to that certain Agreement for Sale and Purchase (“**Agreement**”) dated as of April 15, 2021, as amended and assigned, by and between Assignor and Assignee, as nominee of Meritage Homes of Florida, Inc., Assignee is purchasing that certain real property located in Sarasota County, Florida more particularly described on *Exhibit A* attached hereto (the “**Property**”). Capitalized terms not defined in this Assignment shall have the same meanings provided in the Agreement.

B. Assignor desires to assign its right, title and interest in and to the Assigned Interests (as defined below) to Assignee as of the date hereof (“**Transfer Date**”), and Assignee desires to accept the assignment thereof, covering the following, but only to the extent that the Assigned Interests are applicable to the Property:

All intangible property applicable to the Property that is necessary for Assignee to obtain building permits and certificates of occupancy from the applicable governmental authority, for construction of single family homes on the Property, including, without limitation all permits, approvals, authorizations, entitlements and licenses relating to or affecting the Property, if any, and all development and concurrency rights and credits, prepaid fees, air rights, water rights, wastewater and reuse water rights related thereto (collectively, the “**Assigned Interests**”).

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. AS OF THE TRANSFER DATE, ASSIGNOR HEREBY ASSIGNS AND TRANSFERS UNTO ASSIGNEE ALL OF ITS RIGHT, TITLE, CLAIM AND INTEREST, IF ANY, IN, TO AND UNDER THE ASSIGNED INTERESTS WITH RESPECT TO THE PROPERTY.

2. AS OF THE TRANSFER DATE, ASSIGNEE HEREBY ACCEPTS THE FOREGOING ASSIGNMENT OF THE ASSIGNED INTERESTS.

3. ASSIGNOR WARRANTS THAT IT HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS ASSIGNMENT AND TO ASSIGN ITS RIGHT, TITLE, CLAIM AND INTEREST, IF ANY, IN, TO AND UNDER THE ASSIGNED INTERESTS. THIS ASSIGNMENT SHALL CONSTITUTE A DIRECTION TO AND FULL AUTHORITY TO ANY ISSUER OF ANY OF SAID ASSIGNED INTERESTS AND TO ANY PARTY TO ANY OF SAID ASSIGNED INTERESTS TO ACT AT ASSIGNEE'S WRITTEN DIRECTION AND OTHERWISE PERFORM ON ASSIGNEE'S BEHALF, SUBJECT TO THE TERMS AND CONDITIONS OF SAID ASSIGNED INTERESTS. ASSIGNOR HEREBY ACKNOWLEDGES AND AGREES THAT ALL SUCH PARTIES ARE HEREBY IRREVOCABLY AUTHORIZED AND DIRECTED TO RELY UPON AND COMPLY WITH ANY WRITTEN REQUEST, NOTICE, OR DEMAND MADE BY ASSIGNEE WITH RESPECT TO ANY OF THE ASSIGNED INTERESTS, OR FOR PERFORMANCE OF ANY UNDERTAKING THEREUNDER. ASSIGNEE HEREBY ACKNOWLEDGES AND AGREES THAT IT SHALL BE ASSIGNEE'S RESPONSIBILITY TO NOTIFY ALL ISSUERS AND OTHERS OF THIS ASSIGNMENT TO THE EXTENT REQUIRED UNDER THE ASSIGNED INTERESTS, AND ASSIGNOR AGREES TO REASONABLY COOPERATE WITH ASSIGNEE AT ASSIGNEE'S REQUEST AND AT NO EXPENSE TO ASSIGNOR IN CONNECTION WITH THE SAME.

4. ASSIGNOR ACKNOWLEDGES AND AGREES THAT ASSIGNOR, AT NO COST OR EXPENSE TO ASSIGNOR, SHALL DO, EXECUTE, ACKNOWLEDGE AND DELIVER ALL SUCH FURTHER ACTS, DEEDS, TRANSFERS, ASSIGNMENTS, CONVEYANCES, AND ASSURANCES FOR ASSIGNING, GRANTING, TRANSFERRING, CONVEYING AND CONFERRING UNTO ASSIGNEE, ITS SUCCESSORS, AND ASSIGNS, ALL THE ASSIGNED INTERESTS HEREBY GRANTED, TRANSFERRED, CONVEYED, ASSIGNED, AND DELIVERED AS ASSIGNEE OR ITS SUCCESSORS OR ASSIGNS SHALL REASONABLY REQUIRE.

5. IN THE EVENT OF ANY LITIGATION BETWEEN ASSIGNOR AND ASSIGNEE ARISING OUT OF THE OBLIGATIONS OF THE PARTIES UNDER THIS ASSIGNMENT OR CONCERNING THE MEANING OR INTERPRETATION OF ANY PROVISION CONTAINED HEREIN, THE LOSING PARTY SHALL PAY THE PREVAILING PARTY'S COSTS AND EXPENSES OF SUCH LITIGATION, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES.

6. IF ANY OF THE TERMS, PROVISIONS, COVENANTS, OR CONDITIONS SET FORTH IN THIS ASSIGNMENT OR THE APPLICATION THEREOF TO ANY PARTICULAR CIRCUMSTANCE SHALL BE HELD TO BE INVALID OR

UNENFORCEABLE, THE REMAINDER OF THIS ASSIGNMENT SHALL NOT BE AFFECTED THEREBY AND EACH PROVISION OF THIS ASSIGNMENT, OR THE APPLICATION OF THIS ASSIGNMENT TO EACH NON-AFFECTED ASSIGNED INTEREST, SHALL BE VALID AND ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

7. THIS ASSIGNMENT SHALL BE BINDING ON AND INURE TO THE BENEFIT OF THE PARTIES HEREIN, THEIR SUCCESSORS AND ASSIGNS.

8. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. EXCLUSIVE VENUE AND EXCLUSIVE PERSONAL JURISDICTION FOR THE SETTLEMENT OF ANY AND ALL CLAIMS, CONTROVERSIES, OR DISPUTES ARISING OUT OF OR RELATING TO ANY PART OF THIS ASSIGNMENT OR ANY BREACH HEREOF, SHALL BE SARASOTA COUNTY, FLORIDA.

[SIGNATURE AND NOTARY ACKNOWLEDGEMENT PAGES FOLLOW]

THIS ASSIGNMENT HAS BEEN EXECUTED THE DAY AND YEAR SET FORTH ABOVE.

“ASSIGNEE”

Signed, sealed and delivered in the presence of:

AG EHC II (MTH) Multi State 1, LLC, a Delaware limited liability company

Jeannette Labarga
Signature of Witness

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

Jeannette Labarga
Print Name

By: *Steven S Benson*
Steven S. Benson, its Manager

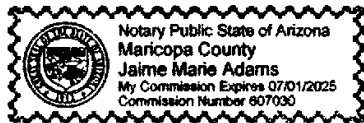
Jaime Adams
Signature of Witness

Jaime Adams
Print Name

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of December, 2021, by Steven S. Benson, the manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) MULTI STATE 1, LLC, a Delaware limited liability company, for and on behalf thereof.

(SEAL)



Jaime Marie Adams
Notary Public

Signed, sealed and delivered in the presence of:

Chad R. O'Brien
(Signed name of Witness One)

CHAD R. O'BRIEN
(Printed name of Witness One)

Julie Kline
(Signed name of Witness Two)

Julie Kline
(Printed name of Witness Two)

"ASSIGNOR"

JEN TAMPA 1, LLC, a Florida limited liability company

By: [Signature]

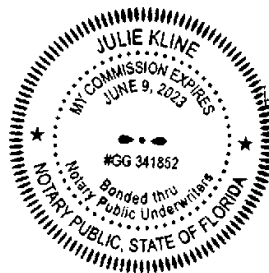
Print Name: Matt O'Brien

Title: Vice President

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14th day of December, 2021, by Matt O'Brien, as Vice President of Jen Tampa 1, LLC, a Florida limited liability company, on behalf thereof. He is personally known to me, or produced _____ as identification.

Julie Kline
Print Name: Julie Kline
Notary Public-State of Florida at Large
Commission No.: GG 341852
My Commission Expires: June 9, 2023



[Affix Notary Seal]

EXHIBIT "A"

Parcel 1 (Sarasota County PID No. 0362001002)

PARCEL 1A: (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 2B: (EASEMENT ESTATE)

TOGETHER WITH 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 COUNTY, 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.

PARCEL 3C: (EASEMENT ESTATE)

TOGETHER WITH 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:

PARCEL 2 (SARASOTA COUNTY PID NO. 0362001007)

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.

TOGETHER WITH 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 COUNTY, 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.

TOGETHER WITH 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.

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.

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.

AND:

PARCEL 3 (SARASOTA COUNTY PID NO. 0361001001, 0361001003, AND 0361001004)

PARCEL 1A: (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°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°07'44" W., A DISTANCE OF 1075.00 FEET; THENCE S. 86°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°13'36" W., ALONG THE SAID CENTERLINE A DISTANCE OF 130.10 FEET; THENCE N. 86°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°07'44" E., A DISTANCE OF 1200.00 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF SAID SECTION 20; THENCE S. 86°52'16" E., ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 997.63 FEET TO THE POINT OF BEGINNING.

PARCEL 2B: (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°52'16" W., (ON AN ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 3001.26 FEET; THENCE S. 03°07'44" W., A DISTANCE OF 701.81 FEET TO THE POINT OF BEGINNING; THENCE S. 03°07'44" W., A DISTANCE OF 498.19 FEET; THENCE S. 86°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°13'36" W., ALONG THE SAID CENTERLINE A DISTANCE OF 686.93 FEET; THENCE N. 86°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°32'32", A CHORD BEARING OF N. 30°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°52'16" E., A DISTANCE OF 76.08 FEET; THENCE N. 03°07'44" E., A DISTANCE OF 355.83 FEET TO THE INTERSECTION WITH THE CENTERLINE OF AN EXISTING CREEK; THENCE S. 58°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°20'18" E., A DISTANCE OF 16.86 FEET; THENCE N. 24°01'07" E., A DISTANCE OF 24.84 FEET; THENCE N. 02°13'48" W., A DISTANCE OF 23.12 FEET; THENCE N. 33°37'44" E., A DISTANCE OF 24.04 FEET; THENCE S. 85°35'21" E., A DISTANCE OF 28.42 FEET; THENCE N. 25°15'48" E., A DISTANCE OF 34.71 FEET; THENCE N. 14°42'29" W., A DISTANCE OF 33.21 FEET; THENCE N. 61°16'21" W., A DISTANCE OF 44.63 FEET; THENCE S. 86°52'16" E., LEAVING SAID CENTERLINE OF THE EXISTING CREEK A DISTANCE OF 491.06 FEET TO THE POINT OF BEGINNING.

PARCEL 3C: (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°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 NO. 2007155382, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

PARCEL 4D: (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 5E: (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.

AND:

PARCEL 4 (SARASOTA COUNTY PID NO. 0361001002)

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, 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 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 FOOT WIDE PERMANENT EASEMENT FOR COW PEN SLOUGH CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 852 AND A 55 FOOT WIDE

PERMANENT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 426, PAGE 56, AND 55 FOOT WIDE TEMPORARY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 855, ALL 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.

AND:

PARCEL 5 (SARASOTA COUNTY PID NOS. 0362001010 AND 0364040002)

PARCEL 1A:

THE W 1/2 OF SW 1/4 OF SECTION 21, TOWNSHIP 38 SOUTH, RANGE 19 EAST, IN SARASOTA COUNTY, FLORIDA.

PARCEL 2B:

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

EASEMENT FOR ACCESS AS RECORDED IN OFFICIAL RECORDS BOOK 1317, PAGE 931, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

PARCEL 3C:

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 OFFICIAL RECORDS INSTRUMENT NO. 2010066284, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

AND:

PARCEL 6 (SARASOTA COUNTY PID NO. 0364040001)

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.

AND:

PARCEL 7

SBA TOWERS LEASE PARCEL (SARASOTA COUNTY PID NO. 0362001015)

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.

7/26/2021 12:08 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2715474

This Instrument Prepared By and Return To:
John M. Vericker, Esq.
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, FL 33606

**NOTICE OF ESTABLISHMENT OF THE
RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that the City Council of the City of Venice, Florida enacted Ordinance No. 2021-20 (the "**Establishing Ordinance**") establishing the Rustic Oaks Community Development District (the "**District**"), effective July 13, 2021. The legal description of the lands encompassed within the District is attached hereto as **Exhibit "A"**. The District is a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. More information on the powers, responsibilities and duties of the District may be obtained by examining Chapter 190, Florida Statutes, and the full text of the Establishing Ordinance, or by contacting the Florida Department of Economic Opportunity in accordance with Florida Statutes.

THE RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

{00100694.DOCX/}

IN WITNESS WHEREOF, this Notice has been executed on the 26th day of July, 2021, in accordance with Section 190.0485, Florida Statutes, and whereby such Notice is to be recorded in the Official Records of Sarasota County, Florida.

Signed, sealed and delivered in our presence:

RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT

Barbara L. Williams
(Signature)

Barbara L. Williams
(Print Name)

John M. Vericker
District Counsel

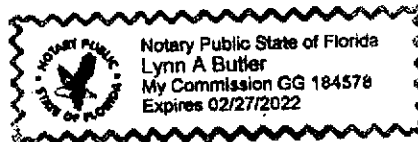
Lynn A. Butler
(Signature)

Lynn A. Butler
(Print Name)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of July, 2021, by John M. Vericker, as District Counsel for the Rustic Oaks Community Development District, who is personally known to me or who has produced _____ as identification.

Lynn A. Butler
NOTARY PUBLIC, STATE OF FLORIDA



(Print, Type or Stamp Commissioned Name of Notary Public)

Exhibit "A"

RUSTIC OAKS CDD NORTH PARCEL

DESCRIPTION: A parcel of land lying 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 Section 20, Township 38 South, Range 19 East, and run thence N.86°53'19"W., 363.80 feet along the North boundary of said Section 20 to the **POINT OF BEGINNING**; thence along the centerline of a 190.00 foot wide Cowpen Slough Drainage Canal the following three (3) courses: 1) S.55°53'18"W., 151.49 feet to a point of curvature; 2) Southwesterly, 458.71 feet along the arc of a curve to the left having a radius of 716.78 feet and a central angle of 36°40'00" (chord bearing S.37°33'18"W., 450.92 feet) to a point of tangency; 3) S.19°13'18"W., 3465.23 feet to a point on a curve on the Northeasterly Limited Access Right-of-Way Line of Interstate 75 (State Road 93); thence along said Limited Access Right-of-way line, Northwesterly, 24.17 feet along the arc of a curve to the right having a radius of 17975.42 feet and a central angle of 00°04'37" (chord bearing N.39°39'22"W., 24.17 feet); thence N.01°26'19"W., 210.60 feet to a point on the Westerly boundary of Cowpen Slough Drainage Canal; thence along said Westerly boundary, N.19°13'18"E., 1089.62 feet; thence S.89°55'13"W., 63.57 feet; thence S.19°13'17"W., 49.69 feet to a point of cusp; thence Northwesterly, 45.53 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 86°57'07" (chord bearing N.24°15'17"W., 41.28 feet) to a point of reverse curvature; thence Northwesterly, 21.80 feet along the arc of a curve to the right having a radius of 230.00 feet and a central angle of 05°25'52" (chord bearing N.65°00'54"W., 21.79 feet); thence S.89°55'13"W., 1174.23 feet to a point on a curve on said Interstate 75 (State Road 93) Limited Access Right-of-Way Line; thence along said Northeasterly Limited Access Right-of-Way Line, Northwesterly, 502.45 feet along the arc of a curve to the right having a radius of 17975.40 feet and a central angle of 01°36'05" (chord bearing N.33°52'00"W., 502.43 feet) to a point on the boundary of Department of Transportation Parcel 108, as recorded on Official Record Instrument 2007155382, as recorded in the Public Records of Sarasota County, Florida; thence along said Parcel 108 boundary the following four (4) courses: 1) N.75°14'10"E., 303.36 feet; 2) N.33°38'05"W., 293.63 feet; 3) N.86°52'51"W., 255.98 feet to a point on a curve; 4) Northwesterly, 794.26 feet along the arc of a curve to the right having a radius of 16231.54 feet and a central angle of 02°48'13" (chord bearing N.30°40'51"W., 794.18 feet); thence S.86°53'17"E., 76.08 feet; thence N.03°07'06"E., 355.81 feet; thence S.58°29'06"E., 13.77 feet; thence S.85°20'56"E., 16.86 feet; thence N.24°00'29"E., 24.84 feet; thence N.02°14'26"W., 23.12 feet; thence N.33°37'06"E., 24.04 feet; thence S.85°35'59"E., 28.42 feet; thence N.25°13'10"E., 34.71 feet; thence N.14°43'07"W., 33.21 feet; thence N.60°57'05"W., 44.57 feet; thence S.86°53'19"E., 491.06 feet; thence N.03°06'41"E., 701.81 feet to the North boundary of the Northwest 1/4 of said Section 20; thence along said North boundary, S.86°53'24"E., 316.84 feet to the Northwest corner of the Northeast 1/4 of said Section 20; thence along said North boundary, S.86°53'19"E., 2320.62 feet to the **POINT OF BEGINNING**.

Containing 131.819 acres, more or less.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

RUSTIC OAKS CDD SOUTH PARCEL

DESCRIPTION: A parcel of land lying in Sections 20, 21 and 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida and run thence along the East boundary of the Northeast 1/4 of said Section 29, S.00°56'46"E., 611.91 feet to the Northeasterly limited access right-of-way line of State Road 93 (Interstate 75); thence along said limited access right-of-way line, N.39°47'41"W., 2848.70 feet to the Easterly boundary of the Cowpen Slough Drainage Canal; thence along said Easterly boundary, N.19°13'18"E., 1424.35 feet, to the North boundary of the South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, lying East of the Cowpen Slough Drainage Canal; thence along said North boundary, S.87°46'27"E., 100.16 feet; thence along the East boundary of said South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, S.19°13'18"W., 191.70 feet to the North boundary of the South 1/2 of said Section 20; thence along said North boundary, S.87°27'48"E., 1318.99 feet to the Northwest corner of the aforesaid West 1/2 of the Southwest 1/4 of said Section 21; thence along the West boundary of the South 30 feet of the Northwest 1/4 of said Section 21, N.00°12'40"E., 30.00 feet; thence S.89°36'26"E., 1327.63 feet; thence along the East boundary of the South 30 feet of the West 1/2 of the Northwest 1/4 of said Section 21, S.00°07'30"E., 30.00 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 21; thence along the East boundary of the said West 1/2 of the Southwest 1/4 of said Section 21, S.00°02'38"W., 2679.02 feet to the Southeast corner thereof; thence along the South boundary of said West 1/2 of the Southwest 1/4 of said Section 21, N.89°35'32"W., 1336.19 feet to the Southwest corner of said Section 21, also being the Northeast corner of the aforesaid Section 29 and the **POINT OF BEGINNING**.

Containing 170.977 acres, more or less.

Altogether containing 302.796 acres, more or less.



RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT

Document Prepared By:

Lisa Cronin

Return to:

Name Jennifer McDaniel
Agency Name Southwest Florida Water Management District
Street Address 7601 US Hwy 301 N
City, State Zip Tampa, FL 33637
RE: Permit No.: 43045386.000
Grantee: Jen Tampa 1, LLC
Parcel ID: 0362001010, 0364040002
County: Sarasota

Notice

The **Southwest Florida Water Management District** (Agency) hereby gives notice that Environmental Resource Permit No. **43045386.000** has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.090(5), Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland conservation areas, and docking facilities.



Conditions

The Permit is subject to the General Conditions set forth in Rule 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice And Permit

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice Is Not An Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 30th day of November, 2021.

Southwest Florida Water Management District
For Agency

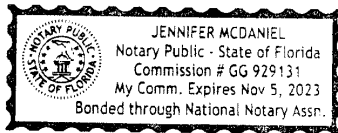

Michael Bench, Agency Contact

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of November, 2021 by Michael Bench, Regulatory Support Supervisor. He is personally known to me.


Notary Public Signature, State of Florida

[Notary Seal]



Jennifer McDaniel
Printed, Typed or Stamped Name

Commission/Serial No: GG 929131

My Commission Expires: 11/05/2023

RUSTIC ROAD SOUTH PARCEL PRELIMINARY PLAT LEGAL DESCRIPTION

DESCRIPTION: A parcel of land lying in Sections 20, 21 and 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 21 and run thence along the East boundary of the said West 1/2 of the Southwest 1/4 of said Section 21, S.00°02'38"W., 2679.02 feet to the Southeast corner thereof; thence along the South boundary of said West 1/2 of the Southwest 1/4 of said Section 21, N.89°35'32"W., 1336.19 feet to the Southwest corner of said Section 21, also being the Northeast corner of the aforesaid Section 29, Township 38 South, Range 19 East; thence along the East boundary of said Section 29, S.00°56'46"E., 611.91 feet to the Northeasterly limited access right-of-way line of State Road 93 (Interstate 75); thence along said limited access right-of-way line, N.39°47'41"W., 2848.70 feet to the Easterly boundary of the Cowpen Slough Drainage Canal; thence along said Easterly boundary, N.19°13'18"E., 1233.21 feet, to the North boundary of the Southeast 1/4 of the aforesaid Section 20, Township 38 South, Range 19 East; thence along said North boundary, S.87°27'48"E., 858.77 feet; thence departing said North boundary and along the proposed Southerly right-of-way line of Rustic Road the following four (4) courses: 1) S.86°18'24"E., 539.49 feet to a point of curvature; 2) Easterly, 31.16 feet along the arc of a curve to the left having a radius of 541.00 feet and a central angle of 03°18'02" (chord bearing S.87°57'25"E., 31.16 feet) to a point of tangency; 3) S.89°36'26"E., 363.05 feet; 4) N.89°14'49"E., 550.11 feet to the North boundary of the aforesaid West 1/2 of the Southwest 1/4 of Section 21; thence along said North boundary, S.89°36'26"E., 404.84 feet to the POINT OF BEGINNING.

Containing 169.405 acres, more or less.



**RECORDED NOTICE OF
ENVIRONMENTAL RESOURCE PERMIT**

Document Prepared By:

Lisa Cronin

Return to:

Name Jennifer McDaniel
Agency Name Southwest Florida Water Management District
Street Address 7601 US Hwy 301 N
City, State Zip Tampa, FL 33637
RE: Permit No.: 43045386.001
Grantee: Jen Tampa 1, LLC, c/o Banyan Land Capital, LLC
Parcel ID: 0361001001, 0361001002, 0361001003, 0361001004
County: Sarasota

Notice

The **Southwest Florida Water Management District** (Agency) hereby gives notice that Environmental Resource Permit No. **43045386.001** has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.090(5), Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland conservation areas, and docking facilities.



Conditions

The Permit is subject to the General Conditions set forth in Rule 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice And Permit

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice Is Not An Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 30th day of November, 20 21.

Southwest Florida Water Management District

For Agency

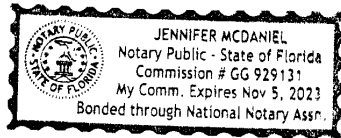

Michael Bench, Agency Contact

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 30th day of November, 2021 by Michael Bench, Regulatory Support Supervisor. He is personally known to me.

[Notary Seal]




Notary Public Signature, State of Florida

Jennifer McDaniel
Printed, Typed or Stamped Name

Commission/Serial No: GG 929131

My Commission Expires: 11/05/2023

RUSTIC ROAD NORTH PARCEL PRELIMINARY PLAT LEGAL DESCRIPTION

DESCRIPTION: A parcel of land lying 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, run thence along the North boundary of the Northeast 1/4 of said Section 20, N.86°53'19"W., 363.80 feet to a point on the Centerline of the Sarasota West Coast Watershed right-of-way (Cow Pen Slough Canal) for a **POINT OF BEGINNING**; thence along said Centerline of the Sarasota West Coast Watershed right-of-way (Cow Pen Slough Canal), the following three (3) courses: 1) S.55°53'18"W., 151.49 feet to a point of curvature; 2) Southwesterly, 458.71 feet along the arc of a curve to the left having a radius of 716.78 feet and a central angle of 36°40'00" (chord bearing S.37°33'18"W., 450.92 feet) to a point of tangency; 3) S.19°13'18"W., 2132.79 feet; thence S.89°55'13"W., 47.68 feet; thence N.70°08'25"W., 110.02 feet; thence S.19°13'17"W., 89.44 feet to a point of cusp; thence Northwesterly, 45.53 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 86°57'07" (chord bearing N.24°15'17"W., 41.28 feet) to a point of reverse curvature; thence Northwesterly, 21.80 feet along the arc of a curve to the right having a radius of 230.00 feet and a central angle of 05°25'52" (chord bearing N.65°00'54"W., 21.79 feet); thence S.89°55'13"W., 1174.23 feet to a point on a curve on the Northeasterly boundary of the Limited Access Right-of-Way for INTERSTATE HIGHWAY No. 75; thence along said Northeasterly boundary of the Limited Access Right-of-Way for INTERSTATE HIGHWAY No. 75, Northwesterly, 502.45 feet along the arc of a curve to the right having a radius of 17975.40 feet and a central angle of 01°36'05" (chord bearing N.33°52'00"W., 502.43 feet); thence N.75°14'10"E., 303.36 feet; thence N.33°38'05"W., 293.63 feet; thence N.86°52'51"W., 255.98 feet to a point on a curve; thence along a line lying 75.00 feet Northeasterly of and parallel with the aforesaid Northeasterly boundary of the Limited Access Right-of-Way for INTERSTATE HIGHWAY No. 75, Northwesterly, 794.26 feet along the arc of a curve to the right having a radius of 16231.54 feet and a central angle of 02°48'13" (chord bearing N.30°40'51"W., 794.18 feet); thence S.86°53'17"E., 76.08 feet; thence N.03°07'06"E., 355.81 feet to a point on the approximate Centerline of an Existing Creek; thence along said approximate Centerline of an Existing Creek, the following nine (9) courses: 1) S.58°29'06"E., 13.77 feet; 2) S.85°20'56"E., 16.86 feet; 3) N.24°00'29"E., 24.84 feet; 4) N.02°14'26"W., 23.12 feet; 5) N.33°37'06"E., 24.04 feet; 6) S.85°35'59"E., 28.42 feet; 7) N.25°13'10"E., 34.71 feet; 8) N.14°43'07"W., 33.21 feet; 9) N.60°57'05"W., 44.57 feet; thence S.86°53'19"E., 491.06 feet; thence N.03°06'41"E., 701.81 feet to a point on the North boundary of the Northwest 1/4 of the aforesaid Section 20; thence along said North boundary of the Northwest 1/4 of Section 20, S.86°53'24"E., 316.84 feet to the North 1/4 corner of said Section 20; thence along the aforesaid North boundary of the Northeast 1/4 of Section 20, S.86°53'19"E., 2320.62 feet to the **POINT OF BEGINNING**.

Containing 129.092 acres, more or less.

2/10/2022 2:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2810980

RETURN TO:

Vanessa T. Steinerts, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

**DECLARATION OF CONSENT TO JURISDICTION OF THE
RUSTIC OAKS COMMUNITY DEVELOPMENT DISTRICT,
IMPOSITION OF SPECIAL ASSESSMENTS, AND
IMPOSITION OF LIEN OF RECORD
(Series 2022 Bonds)**

AG EHC II (MTH) MULTI STATE 1, LLC, a Delaware limited liability company, together with its successors and assigns, (the "**Landowner**"), is the owner of those lands described in **Exhibit A** attached hereto (the "**Property**") located within the boundaries of the Rustic Oaks Community Development District (the "**District**"). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. Landowner acknowledges that the District is, and has been at all times, on and after July 13, 2021, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the "**Act**"). Without limiting the generality of the foregoing, the Landowner acknowledges that to Landowner's knowledge: (a) the petition filed with the City Council of the City of Venice, Florida (the "**City Council**"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 2021-20, effective as of July 13, 2021, was duly and properly adopted by the City Council in compliance with all applicable requirements of law; (c) members of the Board of Supervisors of the District (the "**Board**") were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from July 13, 2021, to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, acknowledges that to Landowner's knowledge, the special assessments imposed by Resolutions Nos. 2021-26, 2021-27, and 2021-31, duly adopted by the Board on August 2, 2021, August 2, 2021, and September 13, 2021, respectively (collectively, the "**Assessment Resolution**"), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, the District has taken all action necessary to levy and impose the special assessments, and the special assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims,

{00105420.DOCX/5}

until paid (except for federal liens, titles and claims). The special assessments secure the District's \$17,230,000.00 Capital Improvement Revenue Bonds, Series 2022 (the "**Series 2022 Bonds**").

3. The Landowner, for itself and its successors and assigns, irrevocably waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the special assessments authorized by the Assessment Resolution without interest within thirty (30) days after the improvements are completed that are funded by the proceeds secured by such special assessments, in consideration of the rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolution.

4. The Landowner expressly represents and agrees that (i) the special assessments, the Assessment Resolution, and the terms of the financing documents related to the District's proposed issuance of the Series 2022 Bonds or securing payment thereof (the "**Financing Documents**") are, to the extent of the obligations of Landowner thereunder, valid and binding obligations of Landowner enforceable in accordance with their terms; (ii) Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever relating to payments of the special assessments authorized by the Assessment Resolution or claims of invalidity, deficiency or unenforceability of the special assessments authorized by the Assessment Resolution and Financing Documents (and the Landowner hereby expressly and irrevocably waives any such claims, offsets, defenses or counterclaims); and (iii) the Landowner expressly and irrevocably waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default, and agrees that (1) the District's special assessments are not a tax, and (2) immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the special assessments is available from Wrathell, Hunt and Associates, 2300 Glades Road, Suite #310W, Boca Raton, Florida 33431.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

{00105420.DOCX/5}

Effective the 10th day of February, 2022.

Witnesses:

AG EHC II (MTH) MULTI STATE 1, LLC
a Delaware limited liability company

Wendy Stoeckel

Name: Wendy Stoeckel

By: Steven S. Benson

Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) MULTI STATE 1, LLC

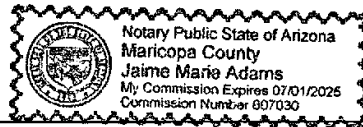
Jeanette Laskavage

Name: Jeanette Laskavage

STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of February, 2022, by Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) MULTI STATE 1, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ (type of identification), as identification.

Jaime Maria Adams
Notary Public Signature



Notary Stamp

Exhibit "A"

RUSTIC OAKS CDD NORTH PARCEL

DESCRIPTION: A parcel of land lying 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 Section 20, Township 38 South, Range 19 East, and run thence N.86°53'19"W., 363.80 feet along the North boundary of said Section 20 to the **POINT OF BEGINNING**; thence along the centerline of a 190.00 foot wide Cowpen Slough Drainage Canal the following three (3) courses: 1) S.55°53'18"W., 151.49 feet to a point of curvature; 2) Southwesterly, 458.71 feet along the arc of a curve to the left having a radius of 716.78 feet and a central angle of 36°40'00" (chord bearing S.37°33'18"W., 450.92 feet) to a point of tangency; 3) S.19°13'18"W., 3465.23 feet to a point on a curve on the Northeasterly Limited Access Right-of-Way Line of Interstate 75 (State Road 93); thence along said Limited Access Right-of-way line, Northwesterly, 24.17 feet along the arc of a curve to the right having a radius of 17975.42 feet and a central angle of 00°04'37" (chord bearing N.39°39'22"W., 24.17 feet); thence N.01°26'19"W., 210.60 feet to a point on the Westerly boundary of Cowpen Slough Drainage Canal; thence along said Westerly boundary, N.19°13'18"E., 1089.62 feet; thence S.89°55'13"W., 63.57 feet; thence S.19°13'17"W., 49.69 feet to a point of cusp; thence Northwesterly, 45.53 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 86°57'07" (chord bearing N.24°15'17"W., 41.28 feet) to a point of reverse curvature; thence Northwesterly, 21.80 feet along the arc of a curve to the right having a radius of 230.00 feet and a central angle of 05°25'52" (chord bearing N.65°00'54"W., 21.79 feet); thence S.89°55'13"W., 1174.23 feet to a point on a curve on said Interstate 75 (State Road 93) Limited Access Right-of-Way Line; thence along said Northeasterly Limited Access Right-of-Way Line, Northwesterly, 502.45 feet along the arc of a curve to the right having a radius of 17975.40 feet and a central angle of 01°36'05" (chord bearing N.33°52'00"W., 502.43 feet) to a point on the boundary of Department of Transportation Parcel 108, as recorded on Official Record Instrument 2007155382, as recorded in the Public Records of Sarasota County, Florida; thence along said Parcel 108 boundary the following four (4) courses: 1) N.75°14'10"E., 303.36 feet; 2) N.33°38'05"W., 293.63 feet; 3) N.86°52'51"W., 255.98 feet to a point on a curve; 4) Northwesterly, 794.26 feet along the arc of a curve to the right having a radius of 16231.54 feet and a central angle of 02°48'13" (chord bearing N.30°40'51"W., 794.18 feet); thence S.86°53'17"E., 76.08 feet; thence N.03°07'06"E., 355.81 feet; thence S.58°29'06"E., 13.77 feet; thence S.85°20'56"E., 16.86 feet; thence N.24°00'29"E., 24.84 feet; thence N.02°14'26"W., 23.12 feet; thence N.33°37'06"E., 24.04 feet; thence S.85°35'59"E., 28.42 feet; thence N.25°13'10"E., 34.71 feet; thence N.14°43'07"W., 33.21 feet; thence N.60°57'05"W., 44.57 feet; thence S.86°53'19"E., 491.06 feet; thence N.03°06'41"E., 701.81 feet to the North boundary of the Northwest 1/4 of said Section 20; thence along said North boundary, S.86°53'24"E., 316.84 feet to the Northwest corner of the Northeast 1/4 of said Section 20; thence along said North boundary, S.86°53'19"E., 2320.62 feet to the **POINT OF BEGINNING**.

Containing 131.819 acres, more or less.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

RUSTIC OAKS CDD SOUTH PARCEL

DESCRIPTION: A parcel of land lying in Sections 20, 21 and 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida and run thence along the East boundary of the Northeast 1/4 of said Section 29, S.00°56'46"E., 611.91 feet to the Northeasterly limited access right-of-way line of State Road 93 (Interstate 75); thence along said limited access right-of-way line, N.39°47'41"W., 2848.70 feet to the Easterly boundary of the Cowpen Slough Drainage Canal; thence along said Easterly boundary, N.19°13'18"E., 1424.35 feet, to the North boundary of the South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, lying East of the Cowpen Slough Drainage Canal; thence along said North boundary, S.87°46'27"E., 100.16 feet; thence along the East boundary of said South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, S.19°13'18"W., 191.70 feet to the North boundary of the South 1/2 of said Section 20; thence along said North boundary, S.87°27'48"E., 1318.99 feet to the Northwest corner of the aforesaid West 1/2 of the Southwest 1/4 of said Section 21; thence along the West boundary of the South 30 feet of the Northwest 1/4 of said Section 21, N.00°12'40"E., 30.00 feet; thence S.89°36'26"E., 1327.63 feet; thence along the East boundary of the South 30 feet of the West 1/2 of the Northwest 1/4 of said Section 21, S.00°07'30"E., 30.00 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 21; thence along the East boundary of the said West 1/2 of the Southwest 1/4 of said Section 21, S.00°02'38"W., 2679.02 feet to the Southeast corner thereof; thence along the South boundary of said West 1/2 of the Southwest 1/4 of said Section 21, N.89°35'32"W., 1336.19 feet to the Southwest corner of said Section 21, also being the Northeast corner of the aforesaid Section 29 and the **POINT OF BEGINNING**.

Containing 170.977 acres, more or less.

Altogether containing 302.796 acres, more or less.

2/10/2022 2:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2810980

RETURN TO:
Vanessa T. Steinerts, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

**AGREEMENT TO CONVEY OR DEDICATE
(Series 2022 Bonds)**

This Agreement to Convey or Dedicate (this "**Agreement**") is dated as of the 10th day of February, 2022, between **AG EHC II (MTH) MULTI STATE 1, LLC**, a Delaware limited liability company, together with its successors and assigns, (the "**Landowner**") and the **Rustic Oaks Community Development District**, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes (the "**District**").

Background and Purpose

Concurrently herewith, the District is issuing its \$17,230,000.00 Capital Improvement Revenue Bonds, Series 2022 (the "**Series 2022 Bonds**") to finance the acquisition and construction of public infrastructure that will benefit certain lands owned by the Landowner. To induce the District to issue the Series 2022 Bonds, the Landowner has agreed to convey or dedicate to the District all easements, tracts, structures, and improvements that shall constitute or are necessary for the construction, operation, and maintenance of the project to be acquired or constructed with the proceeds of the Series 2022 Bonds within the District. The foregoing easements, tracts, structures and improvements are collectively referred to as the "**Project Lands and Improvements**".

Operative Provisions

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. **Dedication or Conveyance**. The Landowner agrees, for itself, its legal representatives, successors, and assigns, that upon the filing of any plat or re-plat for all or any portion of those certain lands described in the attached **Exhibit A**, to dedicate to the District all Project Lands and Improvements located upon or under such platted lands.

In the event certain Project Lands and Improvements are not described or depicted on a filed plat or re-plat, but such Project Lands and Improvements are necessary for the construction, operation and maintenance of those portions of the Project Lands and Improvements servicing the platted lands, such unplatted Project Lands

and Improvements shall be conveyed to the District by special warranty deed, in recordable form, for those Project Lands and Improvements which are realty, and by absolute bill of sale or written assignment for those Project Lands and Improvements which are tangible or intangible personalty. All such instruments of conveyance or assignment shall be in form reasonably acceptable to the District and the Landowner.

2. **Acceptance of Dedication or Conveyance.** The District agrees that upon (i) presentation by the Landowner of a proposed plat or re-plat meeting all requirements of state and local law respecting property within the land described in the attached **Exhibit A** and containing a dedication required by paragraph 1 above, (ii) the District determining, in its reasonable discretion, that all Project Lands and Improvements within the areas to be dedicated have been installed and constructed in substantial conformity with the District's plans, specifications, standards, and requirements, and upon receipt of a certificate, signed by the District Engineer, certifying that the amount to be paid to Landowner is equal to the lesser of the fair market value or the actual cost of the portion of the Project being acquired, and that the portion of the Project being acquired is in substantial conformity with the plans and specifications and all applicable laws governing the installation or construction thereof as certified to Landowner and the District by the District Engineer, and (iii) the District being provided with sufficient title evidence (in the form of a property information report) showing that the dedicated property is free and clear of liens and encumbrances, the District shall accept such dedication by acknowledgment to be executed on the face of the proposed plat. By executing on the face of the plat or re-plat, all platted lots intended for single-family use shall be deemed automatically released from this Agreement upon recording of such plat.

In regard to the Project Lands and Improvements which are described in paragraph 1 above, the District agrees that upon (i) presentation by the Landowner of a proposed special warranty deed, absolute bill of sale or written assignment of Project Lands and Improvements in form reasonably acceptable to the District and the Landowner, free and clear of all liens and encumbrances; and (ii) the District determining, in its reasonable discretion, that the Project Lands and Improvements being conveyed have been installed and constructed in substantial conformity with the District's plans, specifications, standards and requirements, the District shall accept such conveyance.

3. **Recording.** The District shall cause this Agreement to be recorded in the public records of Sarasota County, Florida. Notwithstanding anything herein to the contrary, this Agreement is not intended to apply to, and shall be deemed released from, any conveyance of a platted lot to a homebuilder or end-user but only as to such portion transferred, from time to time.
4. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Florida with venue in Sarasota County, Florida.

5. **Enforcement of Agreement.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Landowner is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The trustee of the Series 2022 Bonds (the "**Trustee**"), on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement entitled to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations by virtue of or under this Agreement.

6. **Amendment.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto. Only for material amendments the prior written consent of the Trustee, acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding, must be obtained.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

Effective the 10th day of February, 2022.

Witnesses:

AG EHC II (MTH) MULTI STATE 1, LLC
a Delaware limited liability company

Wendy Steckel
Name: Wendy Steckel

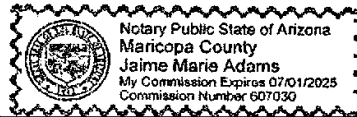
By: Steven S. Benson
Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) MULTI STATE 1, LLC

Jeannette Lara Page
Name: Jeannette Lara Page

STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2 day of February, 2022, by Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) MULTI STATE 1, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ (type of identification), as identification.

Jaime Marie Adams
Notary Public Signature



Notary Stamp

Witnesses:

Samuel M. Ford
Name: Samuel M. Ford

John P. Kikoides
Name: John P. Kikoides

**Rustic Oaks Community
Development District**

Garth Noble
Garth Noble
Chairman, Board of Supervisors

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3rd day of February, 2022 by Garth Noble, as Chairman of the Board of Supervisors of the Rustic Oaks Community Development District, who is personally known to me or has produced _____ (type of identification), as identification.

Roberta E. Roessel
Notary Public Signature

Notary Stamp

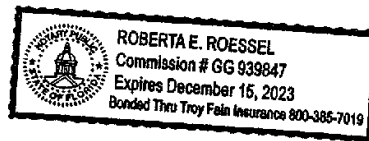


Exhibit "A"

RUSTIC OAKS CDD NORTH PARCEL

DESCRIPTION: A parcel of land lying 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 Section 20, Township 38 South, Range 19 East, and run thence N.86°53'19"W., 363.80 feet along the North boundary of said Section 20 to the **POINT OF BEGINNING**; thence along the centerline of a 190.00 foot wide Cowpen Slough Drainage Canal the following three (3) courses: 1) S.55°53'18"W., 151.49 feet to a point of curvature; 2) Southwesterly, 458.71 feet along the arc of a curve to the left having a radius of 716.78 feet and a central angle of 36°40'00" (chord bearing S.37°33'18"W., 450.92 feet) to a point of tangency; 3) S.19°13'18"W., 3465.23 feet to a point on a curve on the Northeasterly Limited Access Right-of-Way Line of Interstate 75 (State Road 93); thence along said Limited Access Right-of-way line, Northwesterly, 24.17 feet along the arc of a curve to the right having a radius of 17975.42 feet and a central angle of 00°04'37" (chord bearing N.39°39'22"W., 24.17 feet); thence N.01°26'19"W., 210.60 feet to a point on the Westerly boundary of Cowpen Slough Drainage Canal; thence along said Westerly boundary, N.19°13'18"E., 1089.62 feet; thence S.89°55'13"W., 63.57 feet; thence S.19°13'17"W., 49.69 feet to a point of cusp; thence Northwesterly, 45.53 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 86°57'07" (chord bearing N.24°15'17"W., 41.28 feet) to a point of reverse curvature; thence Northwesterly, 21.80 feet along the arc of a curve to the right having a radius of 230.00 feet and a central angle of 05°25'52" (chord bearing N.65°00'54"W., 21.79 feet); thence S.89°55'13"W., 1174.23 feet to a point on a curve on said Interstate 75 (State Road 93) Limited Access Right-of-Way Line; thence along said Northeasterly Limited Access Right-of-Way Line, Northwesterly, 502.45 feet along the arc of a curve to the right having a radius of 17975.40 feet and a central angle of 01°36'05" (chord bearing N.33°52'00"W., 502.43 feet) to a point on the boundary of Department of Transportation Parcel 108, as recorded on Official Record Instrument 2007155382, as recorded in the Public Records of Sarasota County, Florida; thence along said Parcel 108 boundary the following four (4) courses: 1) N.75°14'10"E., 303.36 feet; 2) N.33°38'05"W., 293.63 feet; 3) N.86°52'51"W., 255.98 feet to a point on a curve; 4) Northwesterly, 794.26 feet along the arc of a curve to the right having a radius of 16231.54 feet and a central angle of 02°48'13" (chord bearing N.30°40'51"W., 794.18 feet); thence S.86°53'17"E., 76.08 feet; thence N.03°07'06"E., 355.81 feet; thence S.58°29'06"E., 13.77 feet; thence S.85°20'56"E., 16.86 feet; thence N.24°00'29"E., 24.84 feet; thence N.02°14'26"W., 23.12 feet; thence N.33°37'06"E., 24.04 feet; thence S.85°35'59"E., 28.42 feet; thence N.25°13'10"E., 34.71 feet; thence N.14°43'07"W., 33.21 feet; thence N.60°57'05"W., 44.57 feet; thence S.86°53'19"E., 491.06 feet; thence N.03°06'41"E., 701.81 feet to the North boundary of the Northwest 1/4 of said Section 20; thence along said North boundary, S.86°53'24"E., 316.84 feet to the Northwest corner of the Northeast 1/4 of said Section 20; thence along said North boundary, S.86°53'19"E., 2320.62 feet to the **POINT OF BEGINNING**.

Containing 131.819 acres, more or less.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

RUSTIC OAKS CDD SOUTH PARCEL

DESCRIPTION: A parcel of land lying in Sections 20, 21 and 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida and run thence along the East boundary of the Northeast 1/4 of said Section 29, S.00°56'46"E., 611.91 feet to the Northeasterly limited access right-of-way line of State Road 93 (Interstate 75); thence along said limited access right-of-way line, N.39°47'41"W., 2848.70 feet to the Easterly boundary of the Cowpen Slough Drainage Canal; thence along said Easterly boundary, N.19°13'18"E., 1424.35 feet, to the North boundary of the South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, lying East of the Cowpen Slough Drainage Canal; thence along said North boundary, S.87°46'27"E., 100.16 feet; thence along the East boundary of said South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, S.19°13'18"W., 191.70 feet to the North boundary of the South 1/2 of said Section 20; thence along said North boundary, S.87°27'48"E., 1318.99 feet to the Northwest corner of the aforesaid West 1/2 of the Southwest 1/4 of said Section 21; thence along the West boundary of the South 30 feet of the Northwest 1/4 of said Section 21, N.00°12'40"E., 30.00 feet; thence S.89°36'26"E., 1327.63 feet; thence along the East boundary of the South 30 feet of the West 1/2 of the Northwest 1/4 of said Section 21, S.00°07'30"E., 30.00 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 21; thence along the East boundary of the said West 1/2 of the Southwest 1/4 of said Section 21, S.00°02'38"W., 2679.02 feet to the Southeast corner thereof; thence along the South boundary of said West 1/2 of the Southwest 1/4 of said Section 21, N.89°35'32"W., 1336.19 feet to the Southwest corner of said Section 21, also being the Northeast corner of the aforesaid Section 29 and the **POINT OF BEGINNING**.

Containing 170.977 acres, more or less.

Altogether containing 302.796 acres, more or less.

2/10/2022 2:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2810980

RETURN TO:
Vanessa T. Steinerts, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

**AGREEMENT TO CONVEY OR DEDICATE
(Series 2022 Bonds)**

This Agreement to Convey or Dedicate (this "**Agreement**") is dated as of the 10th day of February, 2022, between **Meritage Homes of Florida, Inc.**, a Florida corporation, together with its successors and assigns, (the "**Development Manager**") and the **Rustic Oaks Community Development District**, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes (the "**District**").

Background and Purpose

Concurrently herewith, the District is issuing its \$17,230,000.00 Capital Improvement Revenue Bonds, Series 2022 (the "**Series 2022 Bonds**") to finance the acquisition and construction of public infrastructure that will benefit certain lands owned by the Development Manager. To induce the District to issue the Series 2022 Bonds, the Development Manager has agreed to convey or dedicate to the District all easements, tracts, structures, and improvements that shall constitute or are necessary for the construction, operation, and maintenance of the project to be acquired or constructed with the proceeds of the Series 2022 Bonds within the District. The foregoing easements, tracts, structures and improvements are collectively referred to as the "**Project Lands and Improvements**".

Operative Provisions

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. **Dedication or Conveyance.** The Development Manager agrees, for itself, its legal representatives, successors, and assigns, that upon the filing of any plat or re-plat for all or any portion of those certain lands described in the attached **Exhibit A**, to dedicate to the District all Project Lands and Improvements located upon or under such platted lands.

In the event certain Project Lands and Improvements are not described or depicted on a filed plat or re-plat, but such Project Lands and Improvements are necessary for the construction, operation and maintenance of those portions of the Project Lands and Improvements servicing the platted lands, such unplatted Project Lands

and Improvements shall be conveyed to the District by special warranty deed, in recordable form, for those Project Lands and Improvements which are realty, and by absolute bill of sale or written assignment for those Project Lands and Improvements which are tangible or intangible personalty. All such instruments of conveyance or assignment shall be in form reasonably acceptable to the District and the Development Manager.

2. **Acceptance of Dedication or Conveyance.** The District agrees that upon (i) presentation by the Development Manager of a proposed plat or re-plat meeting all requirements of state and local law respecting property within the land described in the attached **Exhibit A** and containing a dedication required by paragraph 1 above, (ii) the District determining, in its reasonable discretion, that all Project Lands and Improvements within the areas to be dedicated have been installed and constructed in substantial conformity with the District's plans, specifications, standards, and requirements, in accordance with the certification procedures outlined in Section 6 of the Development Acquisition Agreement between the Development Manager and the District dated February 10, 2022, and (iii) the District being provided with sufficient title evidence (in the form of a property information report) showing that the dedicated property is free and clear of liens and encumbrances, the District shall accept such dedication by acknowledgment to be executed on the face of the proposed plat. By executing on the face of the plat or re-plat, all platted lots intended for single-family use shall be deemed automatically released from this Agreement upon recording of such plat.

In regard to the Project Lands and Improvements which are described in paragraph 1 above, the District agrees that upon (i) presentation by the Development Manager of a proposed special warranty deed, absolute bill of sale or written assignment of Project Lands and Improvements in form reasonably acceptable to the District and the Development Manager, free and clear of all liens and encumbrances; and (ii) the District determining, in its reasonable discretion, that the Project Lands and Improvements being conveyed have been installed and constructed in substantial conformity with the District's plans, specifications, standards and requirements, the District shall accept such conveyance.

3. **Recording.** The District shall cause this Agreement to be recorded in the public records of Sarasota County, Florida. Notwithstanding anything herein to the contrary, this Agreement is not intended to apply to, and shall be deemed released from, any conveyance of a platted lot to a homebuilder or end-user but only as to such portion transferred, from time to time.
4. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Florida with venue in Sarasota County, Florida.
5. **Enforcement of Agreement.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Development Manager is required to enforce this

Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The trustee of the Series 2022 Bonds (the "Trustee"), on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement entitled to enforce the Development Manager's obligations hereunder. The Trustee has not assumed any obligations by virtue of or under this Agreement.

6. **Amendment.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto. Only for material amendments the prior written consent of the Trustee, acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding, must be obtained.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

Effective the 10th day of February, 2022.

Witnesses:

MERITAGE HOMES OF FLORIDA, INC.
a Florida corporation

John Kakridas
Name: John Kakridas

By: *Tyler Vansant*
Tyler Vansant
Vice President

Clarence Love III
Name: Clarence Love III

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of February, 2022, by Tyler Vansant as Vice President of MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, on behalf of the company, who is personally known to me or has produced _____ (type of identification), as identification.

Stephanie Harris
Notary Public Signature



Notary Stamp

Witnesses:

Samuel Micio
Name: Samuel Micio

John P. Kakoides
Name: John P. Kakoides

Rustic Oaks Community
Development District

Garth Noble
Garth Noble
Chairman, Board of Supervisors

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3rd day of February, 2022 by Garth Noble, as Chairman of the Board of Supervisors of the Rustic Oaks Community Development District, who is personally known to me or has produced _____ (type of identification), as identification.

Roberta E. Roessel
Notary Public Signature

Notary Stamp

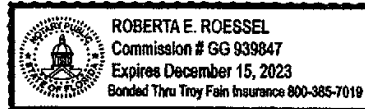


Exhibit "A"

RUSTIC OAKS CDD NORTH PARCEL

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Containing 131.819 acres, more or less.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

RUSTIC OAKS CDD SOUTH PARCEL

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Containing 170.977 acres, more or less.

Altogether containing 302.796 acres, more or less.

2/10/2022 2:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2810980

RETURN TO:

Vanessa T. Steinerts, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT RIGHTS RELATING TO THE SERIES 2022 PROJECT
(Series 2022 Bonds)**

This Collateral Assignment and Assumption of Development Rights Relating to the Series 2022 Project (this "**Assignment**") is made this 10th day of February, 2022, by **AG EHC II (MTH) MULTI STATE 1, LLC**, a Delaware limited liability company, together with certain successors and assigns as specified herein, (the "**Landowner**"), and **Meritage Homes of Florida, Inc.**, a Florida corporation, together with its successors and assigns, (the "**Development Manager**") in favor of the **Rustic Oaks Community Development District**, a local unit of special purpose government organized and created under the laws of the State of Florida, located in the City of Venice, Florida (together with its successors and assigns, the "**District**").

RECITALS

WHEREAS, Landowner is the owner of certain real property within the District, as more particularly described in **Exhibit A** attached hereto ("**Property**");

WHEREAS, the District is issuing its \$17,230,000.00 Capital Improvement Revenue Bonds, Series 2022 (the "**Series 2022 Bonds**") to finance certain improvements which will provide special benefits to all of the Property;

WHEREAS, among the security for the repayment of the Series 2022 Bonds are the special assessments ("**Series 2022 Special Assessments**") levied against the Property, or portions thereof;

WHEREAS, the parties intend that the Property will be platted and fully developed into a total of 696 residential lots ("**Lots**") and sold to home builders or homebuyers ("**Development Completion**"), as contemplated by the Supplemental Special Assessment Methodology Report, dated January 27, 2022 (all of such Lots and associated improvements being referred to herein as the "**Development**");

WHEREAS, the capital improvement project of the District which is being partially financed with the proceeds of the Series 2022 Bonds is described in the Master Engineer's Report dated July 28, 2021, and is referred to as the "**Series 2022 Project**";

WHEREAS, in the event of default in the payment of the Series 2022 Special Assessments securing the Series 2022 Bonds or in the payment of a True-Up Obligation (as defined in the True-Up Agreement between the District and the Landowner being entered into concurrent herewith), or

in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the Master Trust Indenture dated as of February 1, 2022 (the “**Master Indenture**”), as supplemented by the First Supplemental Trust Indenture, dated as of February 1, 2022 (the “**First Supplemental Indenture**” and, together with the Master Indenture, the “**Indenture**”), pursuant to which the Series 2022 Bonds are being issued and the other agreements being entered into by Landowner and the Development Manager concurrent herewith with respect to the Series 2022 Bonds and the Series 2022 Special Assessments (the Indenture and agreements being referred to collectively as the “**Bond Documents**,”) certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete the Series 2022 Project.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the sufficiency of which is acknowledged, Landowner, the Development Manager and District agree as follows:

1. **Recitals; Exhibits.** The foregoing recitals are true and correct and, together with the exhibits attached hereto, are hereby incorporated herein by this reference.

2. **Collateral Assignment.**

(a) Subject to the terms and conditions of this Assignment, Landowner and the Development Manager hereby collaterally assign to the District, to the extent assignable all of Landowner’s and Development Manager’s development rights, permits, entitlements and work product relating to development of the Property, and Landowner’s and Development Manager’s rights as declarant of any property owner or homeowner association with respect to the Series 2022 Project (collectively, the “**Development Rights**”) as security for Landowner’s and Development Manager’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Series 2022 Special Assessments levied against the Property owned by Landowner from time to time, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (vii) below as they pertain to development of the Series 2022 Project, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to homebuilders or homebuyers effective as of such conveyance, (y) any portion of the Property which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Venice, Florida, Sarasota County, Florida, the District, any homebuilder, any utility provider, governmental or quasi-governmental entity, any homeowner’s or property owner’s association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable, or (z) lands outside of the District not relating or necessary to development of the Series 2022 Project:

(i) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements;

(ii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, recreational facilities and other improvements;

(iii) Preliminary and final site plans and plats;

(iv) Architectural plans and specifications for buildings and other improvements to the assessable property within the District, but excluding house plans;

(v) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Series 2022 Project or construction of improvements thereon or off-site to the extent such off-site improvements are necessary or required to complete the Series 2022 Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Series 2022 Project or the construction of improvements thereon; and

(vii) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Property, including, without limitation, Landowner's or Development Manager's contracts with homebuilders, if any, and homebuyers (collectively, "**Sales Contracts**"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Landowner or Development Manager to pay the Series 2022 Special Assessments levied against the portion of Property owned by the Landowner or Development Manager, from time to time, failure of Landowner to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Series 2022 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the City of Venice, Florida, Sarasota County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of platted and developed Lots to a homebuilder or homebuyer, whether by Landowner or Development Manager or either Landowner or Development Manager's successor in interest, but only as to such Lots transferred.

3. **Warranties by Landowner and Development Manager.** Landowner and Development Manager represents and warrants to the District that, subject to the Sales Contracts:

(a) Landowner and Development Manager is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of Landowner or Development Manager to execute this Assignment and perform all of Landowner's or Development Manager's obligations herein contained.

(c) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Landowner or and the Development Manager as to the Property or any portion thereof to this Assignment to the extent of the portion of the Property so conveyed, except to the extent described in Section 2 above.

4. **Covenants.** Landowner and Development Manager covenant with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) Landowner and Development Manager will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Landowner or Development Manager relating to the Development Rights, and (ii) give notice to District of default with respect to any of the Development Rights.

(b) The Development Rights include all of Landowner's and/or Development Manager's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Series 2022 Project, or (ii) limit Landowner's or Development Manager's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Landowner's or Development Manager's obligations under the Bond Documents. Any assignment under this Assignment by Landowner or Development Manager of any Development Rights outside of the Property is without representation or warranty as to whether or not the Landowner or the Development Manager has any Development Rights.

(c) Landowner and Development Manager each agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Series 2022 Special Assessments or would materially impair or impede the ability to achieve Development Completion.

5. **Events of Default.** Any breach of the Landowner's or Development Manager's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of Landowner or Development Manager under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "**Event of Default**" under this Assignment.

6. **Remedies Upon Default.** Upon an Event of Default, or the transfer of title to any portion of the Property owned by Landowner or Development Manager to the District or its designee

pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District's sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District's option:

(a) Perform or cause to be performed any and all obligations of Landowner or Development Manager relating to the Development Rights and exercise or cause to be exercised any and all rights of Landowner or Development Manager therein as fully as Landowner or Development Manager could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and,

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale.

7. **Authorization.** In the Event of Default, Landowner and Development Manager do hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Landowner or Development Manager. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release the Landowner or Development Manager from their respective obligations under this Assignment.

8. **Third Party Beneficiaries.** The parties hereto agree that the trustee under the Indenture ("**Trustee**"), on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Assignment entitled to enforce the Landowner's and the Development Manager's obligations hereunder at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then-outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties. This Assignment is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party.

9. **Amendment.** This Assignment may be modified in writing only by the mutual agreement of all parties hereto. The prior written consent of the Trustee, acting on behalf and at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then-outstanding, shall be required prior to any amendment only if a proposed amendment will adversely affect the payment of debt service.

10. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this

Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

11. **Counterparts.** This instrument may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

Effective the 10th day of February, 2022.

Witnesses:

AG EHC II (MTH) MULTI STATE 1, LLC
a Delaware limited liability company

Wendy Steckel
Name: Wendy Steckel

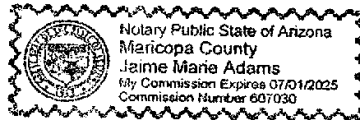
By: Steven S. Benson
Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) MULTI STATE 1, LLC

Leanne H. Lawrence
Name: Leanne H. Lawrence

STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of February, 2022, by Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) MULTI STATE 1, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ (type of identification), as identification.

Jaime Marie Adams
Notary Public Signature



Notary Stamp

Witnesses:

[Signature]
Name: John Kukrudas

[Signature]
Name: Clarence Love III

MERITAGE HOMES OF FLORIDA, INC.

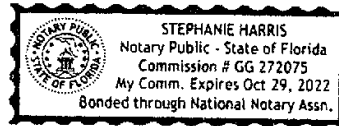
a Florida corporation

By: [Signature]
Tyler Vansant
Vice President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of February, 2022, by Tyler Vansant as Vice President of MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, on behalf of the company, who is personally known to me or has produced _____ (type of identification), as identification.

[Signature]
Notary Public Signature



Notary Stamp

Witnesses:

Samuel Misso
Name: Samuel Misso

John P. Kerkens
Name: John P. Kerkens

**Rustic Oaks Community
Development District**

Garth Noble
Garth Noble
Chairman, Board of Supervisors

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of February, 2022 by Garth Noble, as Chairman of the Board of Supervisors of the Rustic Oaks Community Development District, who is personally known to me or has produced _____ (type of identification), as identification.

Roberta E. Roessel
Notary Public Signature

Notary Stamp

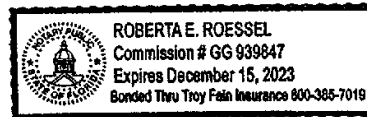


Exhibit "A"

RUSTIC OAKS CDD NORTH PARCEL

DESCRIPTION: A parcel of land lying 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 Section 20, Township 38 South, Range 19 East, and run thence N.86°53'19"W., 363.80 feet along the North boundary of said Section 20 to the **POINT OF BEGINNING**; thence along the centerline of a 190.00 foot wide Cowpen Slough Drainage Canal the following three (3) courses: 1) S.55°53'18"W., 151.49 feet to a point of curvature; 2) Southwesterly, 458.71 feet along the arc of a curve to the left having a radius of 716.78 feet and a central angle of 36°40'00" (chord bearing S.37°33'18"W., 450.92 feet) to a point of tangency; 3) S.19°13'18"W., 3465.23 feet to a point on a curve on the Northeasterly Limited Access Right-of-Way Line of Interstate 75 (State Road 93); thence along said Limited Access Right-of-way line, Northwesterly, 24.17 feet along the arc of a curve to the right having a radius of 17975.42 feet and a central angle of 00°04'37" (chord bearing N.39°39'22"W., 24.17 feet); thence N.01°26'19"W., 210.60 feet to a point on the Westerly boundary of Cowpen Slough Drainage Canal; thence along said Westerly boundary, N.19°13'18"E., 1089.62 feet; thence S.89°55'13"W., 63.57 feet; thence S.19°13'17"W., 49.69 feet to a point of cusp; thence Northwesterly, 45.53 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 86°57'07" (chord bearing N.24°15'17"W., 41.28 feet) to a point of reverse curvature; thence Northwesterly, 21.80 feet along the arc of a curve to the right having a radius of 230.00 feet and a central angle of 05°25'52" (chord bearing N.65°00'54"W., 21.79 feet); thence S.89°55'13"W., 1174.23 feet to a point on a curve on said Interstate 75 (State Road 93) Limited Access Right-of-Way Line; thence along said Northeasterly Limited Access Right-of-Way Line, Northwesterly, 502.45 feet along the arc of a curve to the right having a radius of 17975.40 feet and a central angle of 01°36'05" (chord bearing N.33°52'00"W., 502.43 feet) to a point on the boundary of Department of Transportation Parcel 108, as recorded on Official Record Instrument 2007155382, as recorded in the Public Records of Sarasota County, Florida; thence along said Parcel 108 boundary the following four (4) courses: 1) N.75°14'10"E., 303.36 feet; 2) N.33°38'05"W., 293.63 feet; 3) N.86°52'51"W., 255.98 feet to a point on a curve; 4) Northwesterly, 794.26 feet along the arc of a curve to the right having a radius of 16231.54 feet and a central angle of 02°48'13" (chord bearing N.30°40'51"W., 794.18 feet); thence S.86°53'17"E., 76.08 feet; thence N.03°07'06"E., 355.81 feet; thence S.58°29'06"E., 13.77 feet; thence S.85°20'56"E., 16.86 feet; thence N.24°00'29"E., 24.84 feet; thence N.02°14'26"W., 23.12 feet; thence N.33°37'06"E., 24.04 feet; thence S.85°35'59"E., 28.42 feet; thence N.25°13'10"E., 34.71 feet; thence N.14°43'07"W., 33.21 feet; thence N.60°57'05"W., 44.57 feet; thence S.86°53'19"E., 491.06 feet; thence N.03°06'41"E., 701.81 feet to the North boundary of the Northwest 1/4 of said Section 20; thence along said North boundary, S.86°53'24"E., 316.84 feet to the Northwest corner of the Northeast 1/4 of said Section 20; thence along said North boundary, S.86°53'19"E., 2320.62 feet to the **POINT OF BEGINNING**.

Containing 131.819 acres, more or less.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

RUSTIC OAKS CDD SOUTH PARCEL

DESCRIPTION: A parcel of land lying in Sections 20, 21 and 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida and run thence along the East boundary of the Northeast 1/4 of said Section 29, S.00°56'46"E., 611.91 feet to the Northeasterly limited access right-of-way line of State Road 93 (Interstate 75); thence along said limited access right-of-way line, N.39°47'41"W., 2848.70 feet to the Easterly boundary of the Cowpen Slough Drainage Canal; thence along said Easterly boundary, N.19°13'18"E., 1424.35 feet, to the North boundary of the South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, lying East of the Cowpen Slough Drainage Canal; thence along said North boundary, S.87°46'27"E., 100.16 feet; thence along the East boundary of said South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, S.19°13'18"W., 191.70 feet to the North boundary of the South 1/2 of said Section 20; thence along said North boundary, S.87°27'48"E., 1318.99 feet to the Northwest corner of the aforesaid West 1/2 of the Southwest 1/4 of said Section 21; thence along the West boundary of the South 30 feet of the Northwest 1/4 of said Section 21, N.00°12'40"E., 30.00 feet; thence S.89°36'26"E., 1327.63 feet; thence along the East boundary of the South 30 feet of the West 1/2 of the Northwest 1/4 of said Section 21, S.00°07'30"E., 30.00 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 21; thence along the East boundary of the said West 1/2 of the Southwest 1/4 of said Section 21, S.00°02'38"W., 2679.02 feet to the Southeast corner thereof; thence along the South boundary of said West 1/2 of the Southwest 1/4 of said Section 21, N.89°35'32"W., 1336.19 feet to the Southwest corner of said Section 21, also being the Northeast corner of the aforesaid Section 29 and the **POINT OF BEGINNING**.

Containing 170.977 acres, more or less.

Altogether containing 302.796 acres, more or less.

2/10/2022 2:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2810980

RETURN TO:
Vanessa T. Steinerts, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

TRUE-UP AGREEMENT
(Series 2022 Assessments)

This True-Up Agreement (this "**Agreement**") is made and entered into as of the 10th day of February, 2022, by and among the **Rustic Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Venice, Florida (the "**District**"), and **AG EHC II (MTH) MULTI STATE 1, LLC**, a Delaware limited liability company (the "**Landowner**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government created in accordance with Chapter 190, Florida Statutes, and by an Ordinance duly enacted by the City Council of the City of Venice, Florida ("**City**");

WHEREAS, Landowner is currently the owner of certain lands within the District located in the City, as more particularly described in **Exhibit A** attached hereto ("**Property**");

WHEREAS, the District is issuing its \$17,230,000.00 Capital Improvement Revenue Bonds, Series 2022 (the "**Series 2022 Bonds**") to finance the construction and acquisition of certain public infrastructure improvements and facilities which are more particularly described in the Master Engineer's Report dated July 28, 2021 (the "**Series 2022 Project**");

WHEREAS, the allocation of costs and benefits for the infrastructure improvements comprising the Series 2022 Project and the methodology employed for the levy of the Series 2022 Special Assessments on each lot benefited by the Series 2022 Project is set forth in the Supplemental Special Assessment Methodology Report, dated January 27, 2022 (the "**Assessment Report**") prepared by Wrathell, Hunt & Associates, LLC (the "**District Manager**"), copies of which are on file with the District;

WHEREAS, to repay the Series 2022 Bonds, the District levied non-ad valorem special assessments (the "**Series 2022 Special Assessments**") to be secured initially by all of the Property, and then allocated to the platted or re-platted and fully developed lots ("**Series 2022 Assessment Units**") to be constructed within the Property in accordance with the allocation methodology described in the Assessment Report;

WHEREAS, the District is relying upon and will use the true-up analysis set forth in the Assessment Report (the "**True-Up Analysis**") to ensure that, among other things, the revenues received from the Series 2022 Special Assessments will be sufficient to pay the debt service on the Series 2022 Bonds even if the actual number of total assessable units is less than the Series 2022 Assessment Units;

WHEREAS, the District and Landowner desire to enter into an agreement to confirm Landowner's intentions and obligations to make such true-up payments as may be due as a result of a True-Up Analysis in accordance with the Assessment Report.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. RECITALS; EXHIBITS. The recitals so stated are true and correct and, together with all exhibits attached hereby, by this reference are incorporated into and form a material part of this Agreement.

Section 2. LANDOWNER REPRESENTATION AND COVENANTS.

(a) Landowner has represented to the District that, as of the date hereof, the Series 2022 Assessment Units described in the Assessment Report are accurate.

(b) Prior to submitting to the City for City staff's initial review and again for the City's final approval, any proposed subdivision plat or re-plat of any of the lots proposed within any portion of the Property, Landowner shall submit such proposed plat or re-plat to the District for the District Manager to conduct a True-Up Analysis with respect thereto.

(c) If the District Manager determines that, as a result of any True-Up Analysis, a true-up obligation exists, as set forth in the Assessment Report (the "**True-Up Obligation**"), then Landowner shall make payment in the amount of such True-Up Obligation to the trustee for the Series 2022 Bonds (the "**Trustee**") for deposit into the appropriate account at the earlier of (i) submitting the then-proposed plat or re-plat, if applicable, to the City for the City's final acceptance thereof, and (ii) the next interest payment date for the Series 2022 Bonds.

(d) Landowner shall not transfer any portion of the Property to any third party other than (i) platted and fully-developed lots to homebuilders restricted from re-platting and/or homebuyers, or (ii) portions of the Property exempt from assessments to the City, Sarasota County, the District, or other governmental agencies, except in accordance with Section 2(e) below. Any transfer of any portion of the Property permitted pursuant to this Section 2(d) shall terminate this Agreement as to such portion of the Property and constitute an automatic release of such portion of the Property from the scope and effect of this Agreement.

(e) Landowner shall not transfer any portion of the Property to any third party, except as permitted by Section 2(d) above, without satisfying any True-Up Obligation that results from a True-Up Analysis that will be performed by the District Manager prior and as a condition to such transfer ("**Transfer Condition**"). Any transfer that is consummated pursuant to this

Subsection 2(e) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Property only arising from and after the date of such transfer and satisfaction of the Transfer Condition and the transferee shall be deemed to have assumed Landowner's obligations in accordance herewith and shall be deemed the "Landowner" from and after such transfer for all purposes as to such portion of the Property so transferred. Any violation of this provision by Landowner shall constitute a default by Landowner under this Agreement.

Section 3. DISTRICT COVENANTS.

(a) After the District's receipt of proposed subdivision plats or re-plats from Landowner and pursuant to the schedule in the Assessment Report, the District shall deliver such proposed subdivision plats or replats to the District Manager and shall direct the District Manager to conduct a True-Up Analysis in accordance with the methodology set forth in the Assessment Report, reallocating the Series 2022 Special Assessments to the lots being platted or re-platted and the remaining Property. The District assumes no obligation to direct the District Manager to perform a True-Up Analysis unless the Developer submits a plat or re-plat for review as provided herein.

(b) Upon completing each True-Up Analysis, the District shall cause the District Manager to report its conclusions promptly to the District, the Trustee and Landowner, including the amount of any True-Up Obligation.

Section 4. COMPLETE UNDERSTANDING. This Agreement, together with the other documents referenced herein or executed concurrent herewith, embodies the complete understanding of the parties with respect to the specific subject matter hereof and supersedes all other agreements, verbal or otherwise.

Section 5. ENFORCEMENT; THIRD PARTY BENEFICIARIES. A default by Landowner under this Agreement shall entitle the District to all rights and remedies available at law or in equity, including actual damages, injunctive relief, and specific performance, but excluding consequential and punitive damages. The Trustee, on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement entitled to enforce the Landowner's obligations hereunder. This Agreement is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed to have assumed any obligations or duties hereunder.

Section 6. RECOVERY OF COSTS AND FEES. In the event that the District, or the Trustee as provided in Section 5, enforces this Agreement by court proceedings or otherwise, then, if the District or Trustee is the prevailing party, as determined by the applicable court or other dispute resolution provider, the District or Trustee, as applicable, shall be entitled to recover from Landowner all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings. This provision shall survive any termination of this Agreement.

Section 7. NOTICE. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, telecopied or hand delivered to the parties, at their addresses on file. Except as

otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

Section 8. ASSIGNMENT. Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of Section 2(e) above. In the event District Manager resigns or is replaced, then such replacement entity shall constitute the "District Manager" for all purposes under this Agreement, and the District Manager named herein shall be released of all obligations arising hereunder from and after such replacement. Subject to the foregoing limitations, this Agreement shall constitute a covenant running with title to the Property, binding upon Landowner and its successors and assigns as to the Property or portions thereof then-owned by Landowner, and any transferee of any portion of the Property as set forth in Section 2(e) above, but shall not be binding upon any transferee permitted by Section 2(d) above.

Section 9. AMENDMENT. This Agreement may be modified in writing only by the mutual agreement of all parties. Only for material amendments the prior written consent of the Trustee, acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding, must be obtained.

Section 10. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

Section 11. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

Section 12. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party hereto and the consent of the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of all Series 2022 Bonds then outstanding; provided, however, that this Agreement shall be deemed terminated automatically as to, and applicable portions of the Property shall be released from the effect of this Agreement to the extent expressly provided in Subsection 2(d) above.

Section 13. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

Section 14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 15. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida with venue in Sarasota County.

Section 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

Section 17. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

Section 18. DISTRICT MANAGER In the event District Manager resigns or is replaced, then such replacement entity shall constitute the "District Manager" for all purposes under this Agreement.

[SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

Witnesses:

AG EHC II (MTH) MULTI STATE 1, LLC
a Delaware limited liability company

[Signature]
Name: Karenette Lavarage

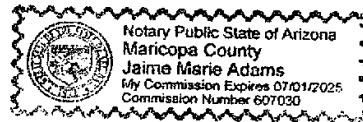
By: [Signature]
Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) MULTI STATE 1, LLC

[Signature]
Name: Wendy Stoeckel

STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2 day of February, 2022, by Steven S. Benson, the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) MULTI STATE 1, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ (type of identification), as identification.

[Signature]
Notary Public Signature



Notary Stamp

Witnesses:

Samuel Micis
Name: Samuel Micis

John P. Kokoris
Name: John P. Kokoris

Rustic Oaks Community
Development District

Garth Noble
Garth Noble
Chairman, Board of Supervisors

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3rd day of February, 2022 by Garth Noble, as Chairman of the Board of Supervisors of the Rustic Oaks Community Development District, who is personally known to me or has produced _____ (type of identification), as identification.

Roberta E. Roessel
Notary Public Signature

Notary Stamp

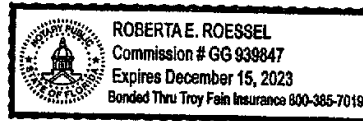


Exhibit "A"

RUSTIC OAKS CDD NORTH PARCEL

DESCRIPTION: A parcel of land lying 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 Section 20, Township 38 South, Range 19 East, and run thence N.86°53'19"W., 363.80 feet along the North boundary of said Section 20 to the **POINT OF BEGINNING**; thence along the centerline of a 190.00 foot wide Cowpen Slough Drainage Canal the following three (3) courses: 1) S.55°53'18"W., 151.49 feet to a point of curvature; 2) Southwesterly, 458.71 feet along the arc of a curve to the left having a radius of 716.78 feet and a central angle of 36°40'00" (chord bearing S.37°33'18"W., 450.92 feet) to a point of tangency; 3) S.19°13'18"W., 3465.23 feet to a point on a curve on the Northeasterly Limited Access Right-of-Way Line of Interstate 75 (State Road 93); thence along said Limited Access Right-of-way line, Northwesterly, 24.17 feet along the arc of a curve to the right having a radius of 17975.42 feet and a central angle of 00°04'37" (chord bearing N.39°39'22"W., 24.17 feet); thence N.01°26'19"W., 210.60 feet to a point on the Westerly boundary of Cowpen Slough Drainage Canal; thence along said Westerly boundary, N.19°13'18"E., 1089.62 feet; thence S.89°55'13"W., 63.57 feet; thence S.19°13'17"W., 49.69 feet to a point of cusp; thence Northwesterly, 45.53 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 86°57'07" (chord bearing N.24°15'17"W., 41.28 feet) to a point of reverse curvature; thence Northwesterly, 21.80 feet along the arc of a curve to the right having a radius of 230.00 feet and a central angle of 05°25'52" (chord bearing N.65°00'54"W., 21.79 feet); thence S.89°55'13"W., 1174.23 feet to a point on a curve on said Interstate 75 (State Road 93) Limited Access Right-of-Way Line; thence along said Northeasterly Limited Access Right-of-Way Line, Northwesterly, 502.45 feet along the arc of a curve to the right having a radius of 17975.40 feet and a central angle of 01°36'05" (chord bearing N.33°52'00"W., 502.43 feet) to a point on the boundary of Department of Transportation Parcel 108, as recorded on Official Record Instrument 2007155382, as recorded in the Public Records of Sarasota County, Florida; thence along said Parcel 108 boundary the following four (4) courses: 1) N.75°14'10"E., 303.36 feet; 2) N.33°38'05"W., 293.63 feet; 3) N.86°52'51"W., 255.98 feet to a point on a curve; 4) Northwesterly, 794.26 feet along the arc of a curve to the right having a radius of 16231.54 feet and a central angle of 02°48'13" (chord bearing N.30°40'51"W., 794.18 feet); thence S.86°53'17"E., 76.08 feet; thence N.03°07'06"E., 355.81 feet; thence S.58°29'06"E., 13.77 feet; thence S.85°20'56"E., 16.86 feet; thence N.24°00'29"E., 24.84 feet; thence N.02°14'26"W., 23.12 feet; thence N.33°37'06"E., 24.04 feet; thence S.85°35'59"E., 28.42 feet; thence N.25°13'10"E., 34.71 feet; thence N.14°43'07"W., 33.21 feet; thence N.60°57'05"W., 44.57 feet; thence S.86°53'19"E., 491.06 feet; thence N.03°06'41"E., 701.81 feet to the North boundary of the Northwest 1/4 of said Section 20; thence along said North boundary, S.86°53'24"E., 316.84 feet to the Northwest corner of the Northeast 1/4 of said Section 20; thence along said North boundary, S.86°53'19"E., 2320.62 feet to the **POINT OF BEGINNING**.

Containing 131.819 acres, more or less.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

RUSTIC OAKS CDD SOUTH PARCEL

DESCRIPTION: A parcel of land lying in Sections 20, 21 and 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida and run thence along the East boundary of the Northeast 1/4 of said Section 29, S.00°56'46"E., 611.91 feet to the Northeasterly limited access right-of-way line of State Road 93 (Interstate 75); thence along said limited access right-of-way line, N.39°47'41"W., 2848.70 feet to the Easterly boundary of the Cowpen Slough Drainage Canal; thence along said Easterly boundary, N.19°13'18"E., 1424.35 feet, to the North boundary of the South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, lying East of the Cowpen Slough Drainage Canal; thence along said North boundary, S.87°46'27"E., 100.16 feet; thence along the East boundary of said South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, S.19°13'18"W., 191.70 feet to the North boundary of the South 1/2 of said Section 20; thence along said North boundary, S.87°27'48"E., 1318.99 feet to the Northwest corner of the aforesaid West 1/2 of the Southwest 1/4 of said Section 21; thence along the West boundary of the South 30 feet of the Northwest 1/4 of said Section 21, N.00°12'40"E., 30.00 feet; thence S.89°36'26"E., 1327.63 feet; thence along the East boundary of the South 30 feet of the West 1/2 of the Northwest 1/4 of said Section 21, S.00°07'30"E., 30.00 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 21; thence along the East boundary of the said West 1/2 of the Southwest 1/4 of said Section 21, S.00°02'38"W., 2679.02 feet to the Southeast corner thereof; thence along the South boundary of said West 1/2 of the Southwest 1/4 of said Section 21, N.89°35'32"W., 1336.19 feet to the Southwest corner of said Section 21, also being the Northeast corner of the aforesaid Section 29 and the **POINT OF BEGINNING**.

Containing 170.977 acres, more or less.

Altogether containing 302.796 acres, more or less.

2/10/2022 2:37 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2810980

RETURN TO:

Vanessa T. Steinerts, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

**LIEN OF RECORD,
DISCLOSURE OF PUBLIC FINANCING,
AND MAINTENANCE OF IMPROVEMENTS
OF THE RUSTIC OAKS
COMMUNITY DEVELOPMENT DISTRICT
(Series 2022 Bonds)**

Notice is hereby given that the Rustic Oaks Community Development District, a local unit of special purpose government of the State of Florida, established under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the “**District**”), enjoys a governmental lien of record on the property within the District described in **Exhibit A**. Such lien is coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims (except for federal liens, titles and claims) until paid pursuant to Section 170.09 of the Florida Statutes. The District was established by Ordinance No. 2021-20 adopted by the City Council of the City of Venice, Florida.

The District's lien secures the payment of special assessments levied in accordance with Florida Statutes (the “**Debt Assessment**”) which in turn secure the payment of its \$17,230,000.00 Capital Improvement Revenue Bonds, Series 2022 (the “**Series 2022 Bonds**”), which were issued to fund a portion of the public infrastructure benefiting the lands within the District as outlined in the Supplemental Special Assessment Methodology Report, dated January 27, 2022.

The public infrastructure within the lands benefited by the Series 2022 Project includes, but is not limited to, stormwater management, roadways, water and wastewater facilities, amenities and facilities, landscaping, irrigation, and other items described in the Master Engineer's Report dated July 28, 2021. The District plans to convey a portion of the roadways to Sarasota County, Florida, and all of the water and wastewater facilities to the City of Venice, Florida. The District or a homeowner's association may own and maintain the amenities, hardscaping, landscaping, and irrigation. The District plans to own and maintain the stormwater management facilities.

As the new owner of property within the District you will be responsible for paying all outstanding special assessments on that property including, but not limited to, the portion of the Debt Assessment that was levied to repay the Series 2022 Bonds.

In addition to the Debt Assessment, the District adopts annual operations and maintenance assessments (the “**O/M Assessment**”) to fund the District's operations and maintenance activities. The O/M Assessment varies from year to year based upon the District's operations and maintenance budget adopted for that year.

As a purchaser and owner of property in the District, you will be obligated to pay the Debt Assessment and the O/M Assessment to the District. Prior to purchasing any property within the District, you should contact the District Manager in order to determine the outstanding Debt Assessment and the outstanding O/M Assessment on that property. Once you have purchased that property, you will be obligated to pay any outstanding special assessments that the District has levied or any other special assessments that the District levies in the future to finance or refinance any additional operations, maintenance or capital improvement projects of the District. Therefore, the total amount of the special assessments you may be obligated to pay is subject to change. Failure to pay any of the District's special assessments levied on your property may result in a loss of title to your property.

The public financing documents and the reports describing the improvements that were funded with the Debt Assessment and O/M Assessment are matters of public record and can be reviewed and obtained from the District Manager. For information regarding the amount of the Debt Assessment and the O/M Assessment encumbering the specified real property you own or are purchasing, please contact the District Manager at:

Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite #310W
Boca Raton, Florida 33431
Phone (561) 571-0010

IN ADDITION TO THE MINUTES AND OTHER RECORDS OF THE DISTRICT, COPIES OF WHICH MAY BE OBTAINED FROM THE DISTRICT, AND THE RECORDS OF THE CITY OF VENICE, FLORIDA, WHICH ESTABLISHED THE DISTRICT, THIS LIEN OF RECORD SHALL CONSTITUTE A LIEN ON THE REFERENCED PROPERTY FOR PURPOSES OF CHAPTER 170, CHAPTER 190, AND CHAPTER 197, FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF FLORIDA LAW AND ANY OTHER APPLICABLE LAW, AND SHALL SERVE TO DISCLOSE THE EXISTENCE OF PUBLIC FINANCING FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE DISTRICT'S IMPROVEMENTS PURSUANT TO SECTION 190.009, FLORIDA STATUTES.

[SIGNATURE PAGE TO FOLLOW]

Attest:

**Rustic Oaks Community
Development District**

By: [Signature]
Name: Craig Wrotzell
Secretary / Assistant Secretary

[Signature]
Garth Noble
Chairman of the Board of Supervisors

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3rd day of February, 2022 by Garth Noble, as Chairman of the Board of Supervisors of the Rustic Oaks Community Development District, who is personally known to me or has produced _____ (type of identification), as identification.

[Signature]
Notary Public Signature

Notary Stamp

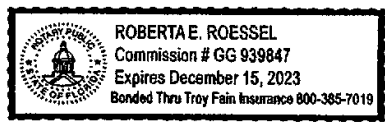


Exhibit "A"

RUSTIC OAKS CDD NORTH PARCEL

DESCRIPTION: A parcel of land lying 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 Section 20, Township 38 South, Range 19 East, and run thence N.86°53'19"W., 363.80 feet along the North boundary of said Section 20 to the **POINT OF BEGINNING**; thence along the centerline of a 190.00 foot wide Cowpen Slough Drainage Canal the following three (3) courses: 1) S.55°53'18"W., 151.49 feet to a point of curvature; 2) Southwesterly, 458.71 feet along the arc of a curve to the left having a radius of 716.78 feet and a central angle of 36°40'00" (chord bearing S.37°33'18"W., 450.92 feet) to a point of tangency; 3) S.19°13'18"W., 3465.23 feet to a point on a curve on the Northeasterly Limited Access Right-of-Way Line of Interstate 75 (State Road 93); thence along said Limited Access Right-of-way line, Northwesterly, 24.17 feet along the arc of a curve to the right having a radius of 17975.42 feet and a central angle of 00°04'37" (chord bearing N.39°39'22"W., 24.17 feet); thence N.01°26'19"W., 210.60 feet to a point on the Westerly boundary of Cowpen Slough Drainage Canal; thence along said Westerly boundary, N.19°13'18"E., 1089.62 feet; thence S.89°55'13"W., 63.57 feet; thence S.19°13'17"W., 49.69 feet to a point of cusp; thence Northwesterly, 45.53 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 86°57'07" (chord bearing N.24°15'17"W., 41.28 feet) to a point of reverse curvature; thence Northwesterly, 21.80 feet along the arc of a curve to the right having a radius of 230.00 feet and a central angle of 05°25'52" (chord bearing N.65°00'54"W., 21.79 feet); thence S.89°55'13"W., 1174.23 feet to a point on a curve on said Interstate 75 (State Road 93) Limited Access Right-of-Way Line; thence along said Northeasterly Limited Access Right-of-Way Line, Northwesterly, 502.45 feet along the arc of a curve to the right having a radius of 17975.40 feet and a central angle of 01°36'05" (chord bearing N.33°52'00"W., 502.43 feet) to a point on the boundary of Department of Transportation Parcel 108, as recorded on Official Record Instrument 2007155382, as recorded in the Public Records of Sarasota County, Florida; thence along said Parcel 108 boundary the following four (4) courses: 1) N.75°14'10"E., 303.36 feet; 2) N.33°38'05"W., 293.63 feet; 3) N.86°52'51"W., 255.98 feet to a point on a curve; 4) Northwesterly, 794.26 feet along the arc of a curve to the right having a radius of 16231.54 feet and a central angle of 02°48'13" (chord bearing N.30°40'51"W., 794.18 feet); thence S.86°53'17"E., 76.08 feet; thence N.03°07'06"E., 355.81 feet; thence S.58°29'06"E., 13.77 feet; thence S.85°20'56"E., 16.86 feet; thence N.24°00'29"E., 24.84 feet; thence N.02°14'26"W., 23.12 feet; thence N.33°37'06"E., 24.04 feet; thence S.85°35'59"E., 28.42 feet; thence N.25°13'10"E., 34.71 feet; thence N.14°43'07"W., 33.21 feet; thence N.60°57'05"W., 44.57 feet; thence S.86°53'19"E., 491.06 feet; thence N.03°06'41"E., 701.81 feet to the North boundary of the Northwest 1/4 of said Section 20; thence along said North boundary, S.86°53'24"E., 316.84 feet to the Northwest corner of the Northeast 1/4 of said Section 20; thence along said North boundary, S.86°53'19"E., 2320.62 feet to the **POINT OF BEGINNING**.

Containing 131.819 acres, more or less.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

RUSTIC OAKS CDD SOUTH PARCEL

DESCRIPTION: A parcel of land lying in Sections 20, 21 and 29, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGINNING at the Northeast corner of Section 29, Township 38 South, Range 19 East, Sarasota County, Florida and run thence along the East boundary of the Northeast 1/4 of said Section 29, S.00°56'46"E., 611.91 feet to the Northeasterly limited access right-of-way line of State Road 93 (Interstate 75); thence along said limited access right-of-way line, N.39°47'41"W., 2848.70 feet to the Easterly boundary of the Cowpen Slough Drainage Canal; thence along said Easterly boundary, N.19°13'18"E., 1424.35 feet, to the North boundary of the South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, Township 38 South, Range 19 East, lying East of the Cowpen Slough Drainage Canal; thence along said North boundary, S.87°46'27"E., 100.16 feet; thence along the East boundary of said South 200 feet of the Westerly 100 feet of the North 1/2 of Section 20, S.19°13'18"W., 191.70 feet to the North boundary of the South 1/2 of said Section 20; thence along said North boundary, S.87°27'48"E., 1318.99 feet to the Northwest corner of the aforesaid West 1/2 of the Southwest 1/4 of said Section 21; thence along the West boundary of the South 30 feet of the Northwest 1/4 of said Section 21, N.00°12'40"E., 30.00 feet; thence S.89°36'26"E., 1327.63 feet; thence along the East boundary of the South 30 feet of the West 1/2 of the Northwest 1/4 of said Section 21, S.00°07'30"E., 30.00 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 21; thence along the East boundary of the said West 1/2 of the Southwest 1/4 of said Section 21, S.00°02'38"W., 2679.02 feet to the Southeast corner thereof; thence along the South boundary of said West 1/2 of the Southwest 1/4 of said Section 21, N.89°35'32"W., 1336.19 feet to the Southwest corner of said Section 21, also being the Northeast corner of the aforesaid Section 29 and the **POINT OF BEGINNING**.

Containing 170.977 acres, more or less.

Altogether containing 302.796 acres, more or less.

1/18/2023 4:33 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2970088

WHEN RECORDED, RETURN TO:

Meritage Homes of Florida, Inc.
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attn: Jamison Hendricks

**NOTICE OF TERMINATION OF MEMORANDUM AND QUIT CLAIM ASSIGNMENT
OF INTANGIBLE RIGHTS**
(Rustic Road, Florida)

THIS NOTICE OF TERMINATION OF MEMORANDUM AND QUIT CLAIM ASSIGNMENT OF INTANGIBLE RIGHTS (this "Notice") is dated as of the 11 day of January, 2023, by and between AG EHC II (MTH) Multi State 1, LLC, a Delaware limited liability company ("AG"), and MERITAGE HOMES OF FLORIDA, INC., a Florida corporation ("Meritage").

A. AG granted to Meritage an option pursuant to that certain Option Agreement dated December 17, 2021, between AG and Meritage (the "Option Agreement"), as evidenced by that certain Memorandum of Option Agreement recorded in the Official Records of Sarasota County, Florida as Instrument No. 2021226306 (the "Memorandum").

B. Meritage previously exercised the option with respect to that certain real property situated in Sarasota County, Florida, described on Exhibit A attached hereto and incorporated herein by this reference (the "Lots"), and acquired the Lots from AG pursuant to the Option Agreement.

C. Pursuant to the Assignment of Intangible Property recorded on December 17, 2021, in the Official Records of Sarasota County, Florida as Instrument No. 2021226307 (the "Assignment"), certain Assigned Interests (as defined in the Assignment) were assigned to AG.

NOW, THEREFORE, in consideration of the agreements set forth herein, and Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

1. The Memorandum is hereby terminated as to the Lots and will have no further force or effect as to the Lots.
2. AG hereby quit claims to Meritage, without representation or warranty, the Assigned Interests assigned to AG which are specifically applicable to the Lots.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this 11 day of January, 2023.

AG:

Signed, sealed and delivered in the presence of:

AG EHC II (MTH) MULTI STATE 1, LLC, a Delaware limited liability company

Wendy Stoockel
Signature of Witness

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

Wendy Stoockel
Print Name

By: Steven S. Benson
Steven S. Benson, its Manager

Jeannette Lakavage
Signature of Witness

Jeannette Lakavage
Print Name

STATE OF ARIZONA)

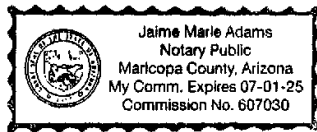
)

COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 11 day of January, 2023, by means of physical presence, by Steven S. Benson, the manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) Multi State 1, LLC, a Delaware limited liability company, for and on behalf thereof.

Jaime Marie Adams
Notary Public

(SEAL)



MERITAGE:

Signed, sealed and delivered in the presence of:

MERITAGE HOMES OF FLORIDA, INC.,
a Florida corporation

[Signature]
Signature of Witness

By: [Signature]
Name: R. Tyler Vansant
Title: Vice President

Christina Gioffi
Print Name

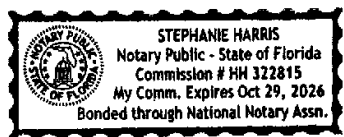
[Signature]
Signature of Witness

John P. Kakridis
Print Name

STATE OF FL)
COUNTY OF Hillsborough)ss.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of January, 2023, by R. Tyler Vansant, the Vice President of MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, for and on behalf thereof

Stephanie Harris
Notary Public
(Seal)



Personally Known OR Produced Identification
Type of Identification Produced

Exhibit A

Legal Description of the Property

(Rustic Road, Florida)

PARCEL 1 (SARASOTA COUNTY PID NO. 0362001002)

PARCEL 1A: (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 (SARASOTA COUNTY PID NO. 0362001007)

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.

TOGETHER WITH 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 COUNTY, 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.

TOGETHER WITH 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

PARCEL 3

Lots 1 through 12, Block 1, Lots 21 through 25, Block 2, Lot 9, Block 4, Lots 16 through 23, Block 3, Lots 32 and 33, Block 6, Lots 5 and 6, Block 10, of MAGNOLIA BAY SOUTH PHASE 1, according to the Plat thereof as recorded in Plat Book 56, Page 473, of the Public Records of Sarasota County, Florida.

PARCEL 4

Lots 4 through 11, Block 21, Lots 1 through 4, Block 22, Lots 2 through 4, Block 23, of MAGNOLIA BAY NORTH PHASE 1, according to the Plat thereof as recorded in Plat Book 56, Page 458, of the Public Records of Sarasota County, Florida.

5/2/2023 1:57 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3024706

Prepared by and when recorded return to:

Eversheds Sutherland (US) LLP
999 Peachtree Street NE
Suite 2300
Atlanta, Georgia 30309
Attn: Tessa May Deardorff, Esq.

EASEMENT AGREEMENT
(Rustic Road)

This Easement Agreement (the "Agreement") is made as of this 28th day of April, 2023 (the "Effective Date"), by and between **AG EHC II (MTH) MULTISTATE 1, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantor") and **SCP VENICE FLORIDA OWNER, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee"). "Parties" shall mean Grantor and Grantee, collectively. "Party" shall mean either Grantor or Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in Venice, Sarasota County, Florida and being more particularly described on EXHIBIT A-1 attached hereto and by this reference made a part hereof (the "Grantor Property"); and

WHEREAS, Grantee is the owner of real property located in Sarasota County, Florida and being more particularly described on EXHIBIT A-2 attached hereto and by this reference made a part hereof (the "Grantee Property"; together with the Grantor Property, the "Property"); and

NOW, THEREFORE, each Party hereby covenants and agrees, on behalf of itself and its respective successors and assigns, that its portion of the Property shall be held, conveyed, acquired, and encumbered subject to the following easements and related covenants, all as applicable thereto, each of which shall run with the land and bind and inure to the benefit of all persons who may now or hereafter occupy or enter upon any portion thereof, subject to the right of the Parties (or their successors and assigns) to amend this Agreement as provided herein.

ARTICLE I

DEFINITIONS

The following words, when used in this Agreement, shall have the meanings assigned to them below, unless the context requires otherwise:

“Interest Rate” shall mean an annual interest rate equal to the “prime rate” as published in the Wall Street Journal on the first day after such due date that such “prime rate” is published (or if the Wall Street Journal shall cease publication of the “prime rate”, such rate as Grantee may determine in its reasonable discretion is the “prime rate” based upon a publication of national circulation), plus two percent (2%) per annum

“Owner” shall mean the record owner (including the Parties), whether one or more persons or entities, of a fee simple title to any Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation; provided, however, the term “Owner” shall include a lessee or tenant under a ground lease from a Party for a term in excess of twenty-five (25) years.

“Grantee Project” shall mean Grantee’s intended development of certain facilities and ancillary improvements in, on, under, and within the Property, including, construction of the Emergency Access Drive, the Grantee Stormwater Facilities, the Reclaimed Water Line, the Hawthorne Driveway and the Grantee Water Facilities, as all such terms are defined hereinafter.

ARTICLE II EASEMENTS

Section 1. Emergency Access Easement.

- a. Grantor hereby grants to Grantee and its successors and assigns, perpetual, non-exclusive easements (the “Emergency Access Easement”) over that portion of the Grantor Property depicted on EXHIBIT B-1 (the “Emergency Access Easement Area”) for the following purposes: (i) to construct, install, maintain, repair, and replace a paved emergency access driveway serving the Grantee property, together with curbs, gutters, and drainage facilities serving the driveway (the “Emergency Access Driveway”) identified on EXHIBIT B-1 and being within the Emergency Access Easement Area and (ii) pedestrian and vehicular emergency ingress, egress, and access (including ingress, egress, and access for vehicles and personnel of any fire department or emergency responders) on, over and across the Emergency Access Easement Area .
- b. Grantor may dedicate the Emergency Access Driveway to the appropriate governmental authority for public use without Grantee’s prior written consent. If Grantee desires to dedicate the Emergency Access Driveway to the appropriate governmental authority for public use, then Grantor shall reasonably cooperate with such dedication and execute all necessary documents to accomplish the same. Upon any such dedication and acceptance by the applicable governmental authority, (i) neither Grantee nor Grantor shall have any further obligations and liabilities with respect to the Emergency Access Easement to the extent of such dedication (except to the extent arising or accruing prior to the date of such dedication), and (ii) the Emergency Access Easement granted in this Section 1 shall automatically terminate as to and to the extent of such dedication, but not otherwise.

- c. Grantor reserves the right to convey the Emergency Access Easement Area to a Community Development District formed by Grantor (the "CDD") subject to this Agreement.

Section 2. Easements for Stormwater Drainage.

- a. Grantor has constructed a storm water detention pond and related storm water facilities (collectively, "Grantor Stormwater Facilities") and the detention pond constructed as part of the Grantor Stormwater Facilities, the "Detention Pond") on that portion of Grantor's Property depicted on EXHIBIT B-2 (the "Stormwater Easement Area"). Grantor hereby grants to Grantee and its successors and assigns, a perpetual, non-exclusive easement over and through the Stormwater Easement Area for the following purposes: (i) to construct, install, maintain, repair, and replace a storm water line and related facilities in accordance with plans approved by the applicable municipality and delivered to Grantor (the "Grantee Stormwater Facilities" and, together with the Grantor Stormwater Facilities, the "Stormwater Facilities"), (ii) to connect and tie the Grantee Stormwater Facilities into the Grantor Stormwater Facilities, and (iii) detaining and collecting storm and surface water drainage and flow from the Grantee Property and delivering the same to and through the Stormwater Facilities.
- b. Grantor shall, at its sole cost and expense, fence or otherwise enclose the Detention Pond in a commercially reasonable manner so as to restrict access to the Detention Pond, and mitigate any "attractive nuisance" which may be created by the Detention Pond or the Storm Water Facilities.
- c. Grantor may not relocate, modify, develop, or replace the Storm Water Facilities without Grantee's prior written consent; provided that Grantee's consent shall not be unreasonably withheld, conditioned or delayed for a request to relocate, modify, develop, or replace the Storm Water Facilities, so long as such relocation, modification, development or replacement does not (i) materially interfere with the Grantee's rights under Section 2, (ii) cause an interruption of Grantee's drainage service into the Grantee Stormwater Facilities or Grantor Stormwater Facilities, (iii) materially affect the drainage rate or volume for storm water drainage enjoyed by the Grantee Property.

Section 3. Permanent Sewer Easement.

- a. Grantor has constructed sanitary sewer line and related improvements (collectively, the "Sewer Facilities") on that portion of the Grantor Property depicted on EXHIBIT B-3 (the "Sewer Line Easement Area"). Grantor hereby conveys and grants to Grantee and its successors and assigns, a perpetual, non-exclusive easement (the "Sewer Easement") over, in, under, across and through the Sewer Line Easement Area to (i) to connect and tie the sanitary sewer line or lines, and related improvements located on the Grantee Property into the Sewer Facilities; and (ii) to allow sanitary sewer effluent from the Grantee Property to flow into the Sewer Facilities.
- b. Grantor reserves the right to dedicate the Sewer Facilities to the appropriate governmental authority for public use. Upon any such dedication and acceptance by the applicable governmental authority, (i) neither Grantor nor Grantee shall have any

further obligations and liabilities with respect to the Sewer Easement to the extent of such dedication (except to the extent arising or accruing prior to the date of such dedication), and (ii) the Sewer Easement granted in this Section 3 shall automatically terminate as to and to the extent of the Sewer Facilities so dedicated to and accepted by the public, but not otherwise.

- c. Grantor reserves the right to transfer and convey the Sewer Facilities to the CDD subject to this Agreement.

Section 4. Hawthorne Glenn Access Easement.

- a. Grantor has constructed a private right of way on that portion of the Grantor Property known as Hawthorne Glenn Avenue. Grantor hereby grants to Grantee and its successors and assigns a perpetual, non-exclusive easement (the "Hawthorne Glenn Access Easement") on, under, over and through that portion of Hawthorne Glenn Avenue and that certain driveway more particularly shown on **EXHIBIT B-4** (collectively, the "Hawthorne Glenn Easement Area" and such driveway being the "Hawthorne Driveway"), for the following purposes: (i) to construct, install, maintain, repair, replace, and use the Hawthorne Driveway, together with a controlled access gate, curbs, gutters, and drainage facilities serving the Hawthorne Driveway in accordance with plans approved by the applicable municipality, which approved plans shall be delivered to Grantor prior to Grantee commencing construction of the Hawthorne Driveway, (ii) vehicular and pedestrian ingress and egress on, over, within, through, and across Hawthorne Glenn Avenue Easement Area.
- b. Grantor reserves the right to dedicate Hawthorne Glenn Avenue to the appropriate governmental authority for public use. For the avoidance of doubt, in no event may Grantor dedicate the Hawthorne Driveway without Grantee's prior written consent; provided that if Grantee desires to dedicate the Hawthorne Driveway to the appropriate governmental authority for public use, then Grantor shall reasonably cooperate with such dedication and execute all necessary documents to accomplish the same. Upon any such dedication and acceptance by the applicable governmental authority, (i) neither Grantor nor Grantee shall have any further obligations and liabilities with respect to Hawthorne Glenn Avenue to the extent of such dedication (except to the extent arising or accruing prior to the date of such dedication), and (ii) Hawthorne Glenn Access Easement granted in this Section 4 shall automatically terminate as to and to the extent of Hawthorne Glenn Avenue so dedicated to and accepted by the public, but not otherwise.
- c. Grantor reserves the right to convey the Hawthorne Glen Avenue Access Easement Area to the CDD subject to this Agreement.

Section 5. Reclaimed Waterline Easement.

- a. Grantor hereby grants to Grantee and its successors and assigns, a perpetual, non-exclusive easement over and through that portion of the Grantor Property identified on **EXHIBIT B-5** (the "Reclaimed Easement Area") for the following purposes: (i) to construct, install, maintain, repair, and replace a reclaimed water line in accordance with plans approved by the applicable municipality and delivered to Grantor (the "Reclaimed Water Line"), (ii) to connect and tie the Reclaimed Water

Line into the reclaimed water line constructed by the City along Hawthorne Glenn Avenue the “City Reclamation System”), and (iii) operate and use the Reclaimed Water Line for the benefit of the Grantee Property.

- b. If the Reclaimed Easement Area needs to be moved in order to connect with and into the City Reclamation System, then the parties will work in good faith to move the location of the Reclaimed Easement Area so long as moving the Reclaimed Easement Area doesn’t materially interfere with the development and operation of the Grantor Property.
- c. Grantor may dedicate the Reclaimed Water Line to the appropriate governmental authority for public use without Grantee’s prior written consent. If Grantee desires to dedicate the Reclaimed Water Line to the appropriate governmental authority for public use, then Grantor shall reasonably cooperate with such dedication and execute all necessary documents to accomplish the same. Upon any such dedication and acceptance by the applicable governmental authority, (i) neither Grantor nor Grantee shall have any further obligations and liabilities with respect to Reclaimed Easement Area to the extent of such dedication (except to the extent arising or accruing prior to the date of such dedication), and (ii) the easement granted in this Section 5 shall automatically terminate.
- d. Grantor reserves the right to convey the Reclaimed Easement Area to the CDD subject to this Agreement.

Section 6. Utility Lines and Facilities.

- a. Grantor has constructed certain water facilities on Grantor’s Property (the “Grantor Water Facilities”). Grantor hereby grants to Grantee and its successors a perpetual, nonexclusive easement (the “Waterline Easement”) under, through and across the portion of the Grantor Property depicted on EXHIBIT B-6 (the “Waterline Easement Area”) for the following purposes: (i) to construct, install, repair, replace, use and operate a water line and related facilities (the “Grantee Water Facilities” and, together with the Grantor Water Facilities, the “Water Facilities”), (ii) to connect and tie the Grantee Water Facilities into the Grantor Water Facilities, and (iii) operate and use the Water Facilities for the benefit of the Grantee Property.
- b. Grantor may dedicate the Water Facilities to the appropriate governmental authority for public use without Grantee’s prior written consent. If Grantor elects to dedicate the Water Facilities to the appropriate governmental authority for public use, then Grantee shall reasonably cooperate with such dedication and execute all necessary documents to accomplish the same. Upon any such dedication and acceptance by the applicable governmental authority, (i) neither Grantor nor Grantee shall have any further obligations and liabilities with respect to the Water Facilities to the extent of such dedication (except to the extent arising or accruing prior to the date of such dedication), and (ii) the Waterline Easement granted in this Section 6 shall automatically terminate as to and to the extent of such dedication, but not otherwise.
- c. Grantor reserves the right to convey the Waterline Easement Area to the CDD subject to this Agreement.

Section 7. Temporary Construction Easement.

- a. Grantor hereby grants to Grantee and its successors and assigns a non-exclusive, temporary easement (the "Construction Easement") on, over, across, through, and under those portions of the Grantor Property identified on EXHIBIT B-7 as the "Construction Easement Area" (the "Construction Easement Area") for the following purposes: (i) storing, parking and maintaining on the Construction Easement Area materials, supplies, equipment, vehicles, construction trailers and other construction equipment items; (ii) the installation and maintenance of construction fencing; and (iii) for all other purposes consistent with the grant herein and deemed reasonably necessary by Grantee for the construction and development of the Grantee Project.
- b. Grantee shall promptly, and in all events within thirty (30) days after completion of the construction activities described in this Section 7, restore any portion of the Grantor Property that is disturbed or damaged as a result of such construction activities to its substantially the same condition as existed immediately prior to such construction activities.
- c. If a mechanics' or materialmens' lien is filed against the Grantor Property or any portion of the Grantor Property due to construction activities described in this Section 7 performed by or on behalf of Grantee, Grantee shall promptly bond or discharge such lien in accordance with the laws of the State of Florida.
- d. The Construction Easement shall terminate upon the occurrence of the earlier to occur of the (i) thirtieth (30th) day after substantial completion of the Grantee Project, as evidenced by the issuance of a temporary certificate of occupancy (or such other local equivalent) for the Grantee Project, and (ii) thirty (30) months following the Effective Date.

ARTICLE III MAINTENANCE

Section 1. Maintenance by Grantor. Notwithstanding anything herein to the contrary, Grantor shall be solely obligated to maintain, at its sole cost and expense, the Emergency Access Easement Area (but not the Emergency Access Driveway), Storm Water Facilities, the Sewer Facilities, Hawthorne Glenn Avenue (but not the Hawthorne Driveway), and the Grantor Water Facilities in good and working condition. If Grantor fails to perform any of its obligations under this Section 1, then Grantee may give Grantor written notice of such failure, and Grantor must within thirty (30) days after receiving such notice, perform the obligation or duty required. Should Grantor fail to fulfill this obligation or duty within such thirty (30) day period, then Grantee, through its authorized agent or agents, shall have the right and power to enter onto the Grantor Property and perform such obligation or duty without any liability for damages for wrongful entry, trespass or otherwise to any person or entity. Grantor shall be liable for the cost of such work and shall promptly reimburse Grantee for such cost. Notwithstanding the foregoing, in the event of an emergency situation, no notice from Grantee shall be required for entry and performance by Grantee, provided that Grantee shall use reasonable efforts to notify Grantor as soon as reasonably practical under the circumstances. Any reimbursement not made within the thirty (30) days after notice thereof from Grantee shall bear, and Grantor shall be obligated to pay, interest at the Interest Rate on the amount of the reimbursement from the due date thereof, together with all costs and expenses of collection, including reasonable attorney's fees and court costs.

Section 2. Maintenance by Grantee. Notwithstanding anything herein to the contrary, Grantee shall have the right, but not the obligation to, construct, maintain, repair and replace the

Emergency Access Driveway, Grantee Water Facilities, Hawthorne Driveway, and the Reclaimed Water Line, at its sole cost; provided, however, if Grantor or its employees, contractors, agents, tenants, invitees, licensees, permittees and/or guests causes damage to the Grantee Access Driveway or any portion thereof, then Grantee, through its authorized agent or agents, shall have the right and power to enter onto the Grantor Property and repair such damage without any liability for damages for wrongful entry, trespass or otherwise to any person or entity. Grantor shall be liable for the cost of such repairs and shall promptly reimburse Grantee for such cost. Any reimbursement not made within the thirty (30) days after notice thereof from Grantee shall bear, and Grantor shall be obligated to pay, interest at the Interest Rate on the amount of the reimbursement from the due date thereof, together with all costs and expenses of collection, including reasonable attorney's fees and court costs. In the event Grantee constructs Emergency Access Driveway, Grantee Water Facilities, Hawthorne Driveway, and/or the Reclaimed Water Line, as applicable, then Grantee shall, at its sole cost, maintain, repair and replace the Emergency Access Driveway, Grantee Water Facilities, Hawthorne Driveway, and/or the Reclaimed Water Line, as applicable. If Grantee fails to perform any of its obligations under this Section 2, then Grantor may give Grantee written notice of such failure, and Grantee must within thirty (30) days after receiving such notice, perform the obligation or duty required. Should Grantee fail to fulfill this obligation or duty within such thirty (30) day period, then Grantor, through its authorized agent or agents, shall have the right and power to enter onto the Grantee Property and perform such obligation or duty without any liability for damages for wrongful entry, trespass or otherwise to any person or entity. Grantee shall be liable for the cost of such work and shall promptly reimburse Grantor for such cost. Notwithstanding the foregoing, in the event of an emergency situation, no notice from Grantor shall be required for entry and performance by Grantor, provided that Grantor shall use reasonable efforts to notify Grantee as soon as reasonably practical under the circumstances. Any reimbursement not made within the thirty (30) days after notice thereof from Grantor shall bear, and Grantee shall be obligated to pay, interest at the Interest Rate on the amount of the reimbursement from the due date thereof, together with all costs and expenses of collection, including reasonable attorney's fees and court costs.

ARTICLE IV INDEMNITY

To the extent permitted by applicable law, Grantee, and its successors and assigns, shall indemnify, defend and hold Grantor harmless from any and all loss, cost, expense, claims or liability arising out of the use by Grantee, or its agents, contractors, tenants and employees, of the easement rights granted to Grantee pursuant to the terms hereof.

ARTICLE V ENFORCEMENT

Section 1. General. Either Party or any Owner may proceed at law or in equity to prevent the violation of any term of this Agreement.

Section 2. No Waiver. No delay or failure on the part of any aggrieved party to invoke any available remedy in respect to a violation of any of the terms of this Agreement shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it upon recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed upon Cathedral a duty to take any action to enforce this Agreement.

ARTICLE VI AMENDMENTS

Section 1. Amendments by the Parties. This Agreement, together with all of the exhibits, constitutes the entire agreement and understanding between Grantee and Grantor relating to the subject matter hereof and may not be amended, waived, or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought.

ARTICLE VII GENERAL PROVISIONS

Section 1. Runs with Land. This Agreement and the easements granted hereby shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Parties or by the Owner of any Property subject to this Agreement, their respective legal representatives, heirs, successors, successors-in-title and assigns. Any reference to Grantor or Grantee in this Agreement shall be construed to include their respective legal representatives, heirs, successors, successors-in-title, representatives and assigns. All obligations of Grantor and Grantee under this Agreement shall be binding upon their respective legal representatives, heirs, successors, successors-in-title, representatives and assigns; provided, however, that the covenants, indemnities and obligations herein are only personal to and enforceable against Grantor and Grantee, or their respective legal representatives, heirs, successors, successors-in-title, representatives or assigns, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Agreement shall have accrued; it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released of any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance.

Section 2. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid, but if any provision of this Agreement or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

Section 3. Attorneys' Fees. In the event of any dispute arising under this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action.

Section 4. Governing Law. The interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 5. Time. Time is of the essence of this Agreement.

Section 6. Interpretation. In all cases, the provisions set forth or provided for in this Agreement shall be construed together and given an interpretation or construction which, in the opinion of the Parties, will best effect the intent of this Agreement. The provisions hereof shall be liberally interpreted, and if necessary, shall be so extended or enlarged by implication as to make them fully effective. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

Section 8. No Dedication. Nothing contained in this Agreement shall be construed to grant or create any rights whatsoever in or to the Property or any portion thereof. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

Section 9. Flood Pond N8. Grantor shall, promptly after the execution of this Agreement, cause a duly licensed surveyor in the State of Florida to survey and to produce a metes and bounds legal description for "Flood Pond N8" as referenced in Exhibit A-2, and shall deliver a copy of such survey and legal description to Grantee. Promptly after Grantee's approval of such survey and legal description, Grantor and Grantee shall amend this Agreement by revising Exhibit A-2 to replace the description for "Flood Pond N8" with the legal description approved by Grantee. Any costs or fees associated with the recording of such amendment to this Agreement shall be solely the expense of Grantor.

IN WITNESS WHEREOF, the Parties have each set its hand and seal to this Agreement the date first above written.

Signed, sealed and delivered in the presence of:

Grantee:

SCP VENICE FLORIDA OWNER, LLC,
a Delaware limited liability company

Joe Egan
Witness Joe Egan

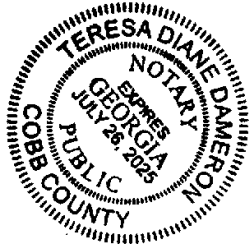
By: John W. Long
John W. Long, Authorized Person

Brooks Young
Witness Brooks Young

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 25th day of April, 2023, by John W. Long, as Authorized Person of SCP VENICE FLORIDA OWNER, LLC, a Delaware limited liability company, on behalf of the company, (X) who is personally known to me or () who produced _____ as identification.

[Notary Seal]



Teresa Diane Dameron
Notary Public
Teresa Diane Dameron
Name typed, printed or stamped
My Commission Expires: 7/26/2025

[Signatures continue on next page]

Signed, sealed and delivered in the presence of:

GRANTOR:

Jeanette Latapage
Witness Jeanette Latapage

Wendy Stoeckel
Witness Wendy Stoeckel

STATE OF ARIZONA
COUNTY OF MARICOPA

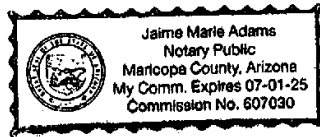
AG EHC II (MTH) MULTISTATE 1, LLC,
a Delaware limited liability company

By: *Steven S. Benson*
Name: Steven S. Benson

Title: Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) Multi State 1, LLC

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of April, 2023, by Steven S. Benson, as Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) MULTISTATE 1, LLC, a Delaware limited liability company, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

[Notary Seal]



Jaime Marie Adams
Notary Public
Jaime Marie Adams
Name typed, printed or stamped
My Commission Expires: 07/01/2025

[End of signatures]

EXHIBIT A-1

DESCRIPTION OF GRANTEE PROPERTY

A Parcel of land being and lying in Section 20, Township 38 South, Range 19 East, 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 N 89°55'13" E, a distance of 2606.83 feet to the POINT OF BEGINNING; thence continue, N 89°55'13" E, a distance of 1054.23 feet; thence Southeasterly, 21.80 feet along the arc of a non-tangent curve to the left having a radius of 230.00 feet and a central angle of 05°25'52" (chord bearing S 65°07'07" E, 21.79 feet); thence Southeasterly, 45.53 feet along the arc of a reverse curve to the right having a radius of 30.00 feet and a central angle of 86°57'07" (chord bearing S 24°21'29" E, 41.28 feet) to the Westerly right-of-way of the Access Road under I-75; thence along said Westerly right-of-way, S 19°13'25" W a distance of 1133.60 feet to the Northeasterly limited access right-of-way of I-75 (also known as State Road 93), thence along said Northeasterly limited access right-of-way, Northwesterly, 1255.75 feet along the arc of a non-tangent curve to the right having a radius of 17975.40 feet and a central angle of 04°00'10" (chord bearing N 37°07'21" W, 1255.49 feet); thence departing said limited access right-of-way, N 19°11'42" E, a distance of 121.47 feet; to the POINT OF BEGINNING.

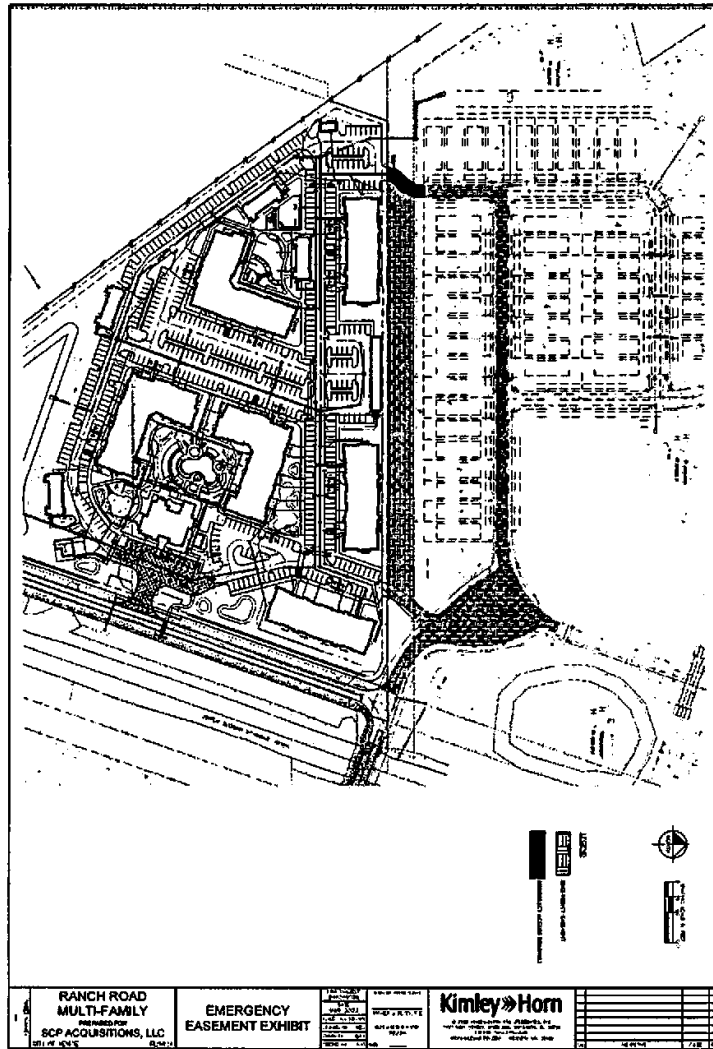
EXHIBIT A-2

DESCRIPTION OF GRANTOR PROPERTY

All those tracts or parcels of land lying and being in Section 20, Township 38 South, Range 19 East, City of Venice, Sarasota County, Florida, being Tracts 100, 200, 300, 400 and 403, shown on Plat of Magnolia Bay North Phase I, dated September 22, 2022, and recorded in Plat Book 56, Page 458 et. seq., Sarasota County, Florida records, together with Flood Pond N8, as depicted on the Rustic Road North Preliminary Plat dated August 31, 2021, Order No. 21-05PP, City of Venice, Florida.

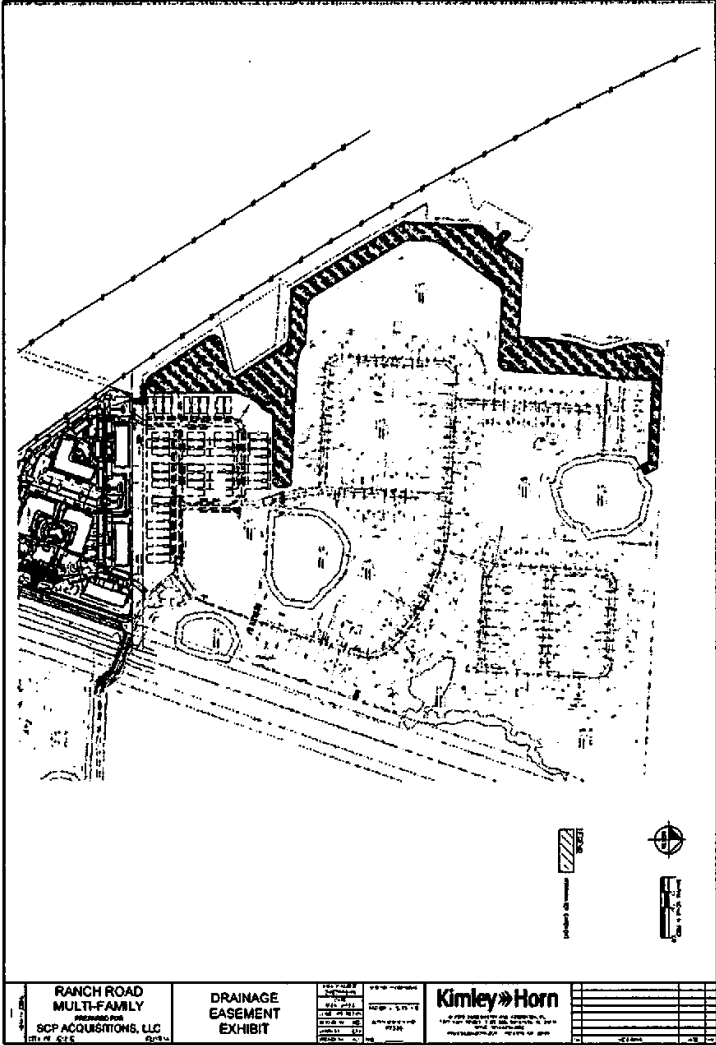
EXHIBIT B-1

EMERGENCY ACCESS EASEMENT AREA



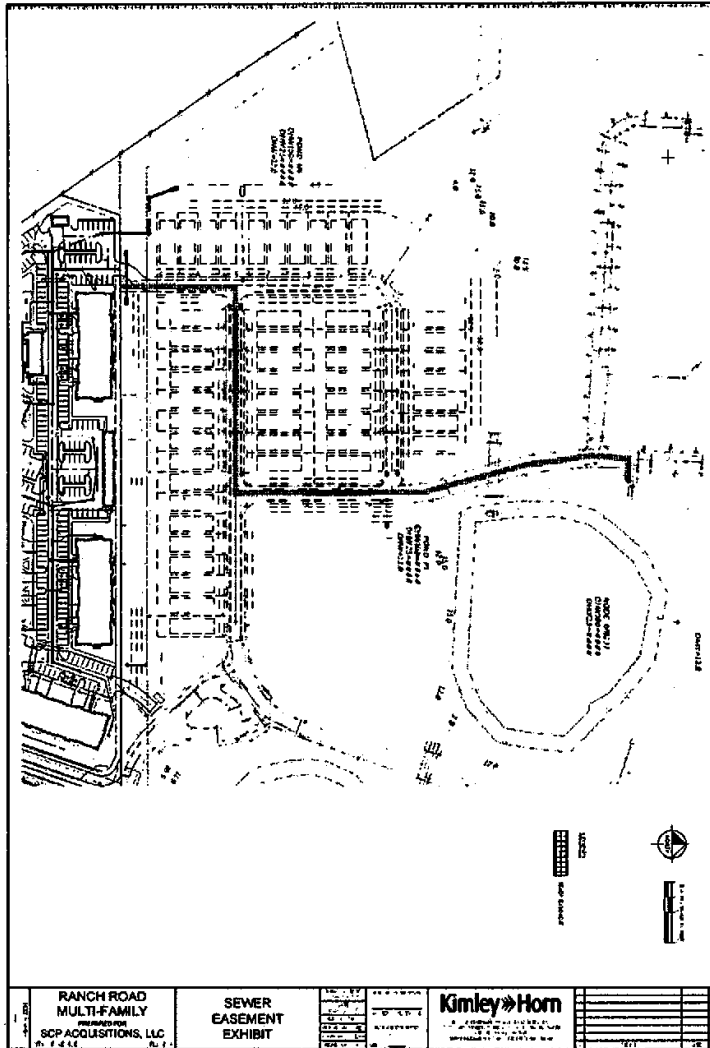
48459533.
4873-0776-3025, v. 3
48459533.10

**EXHIBIT B-2
STORMWATER EASEMENT AREA**



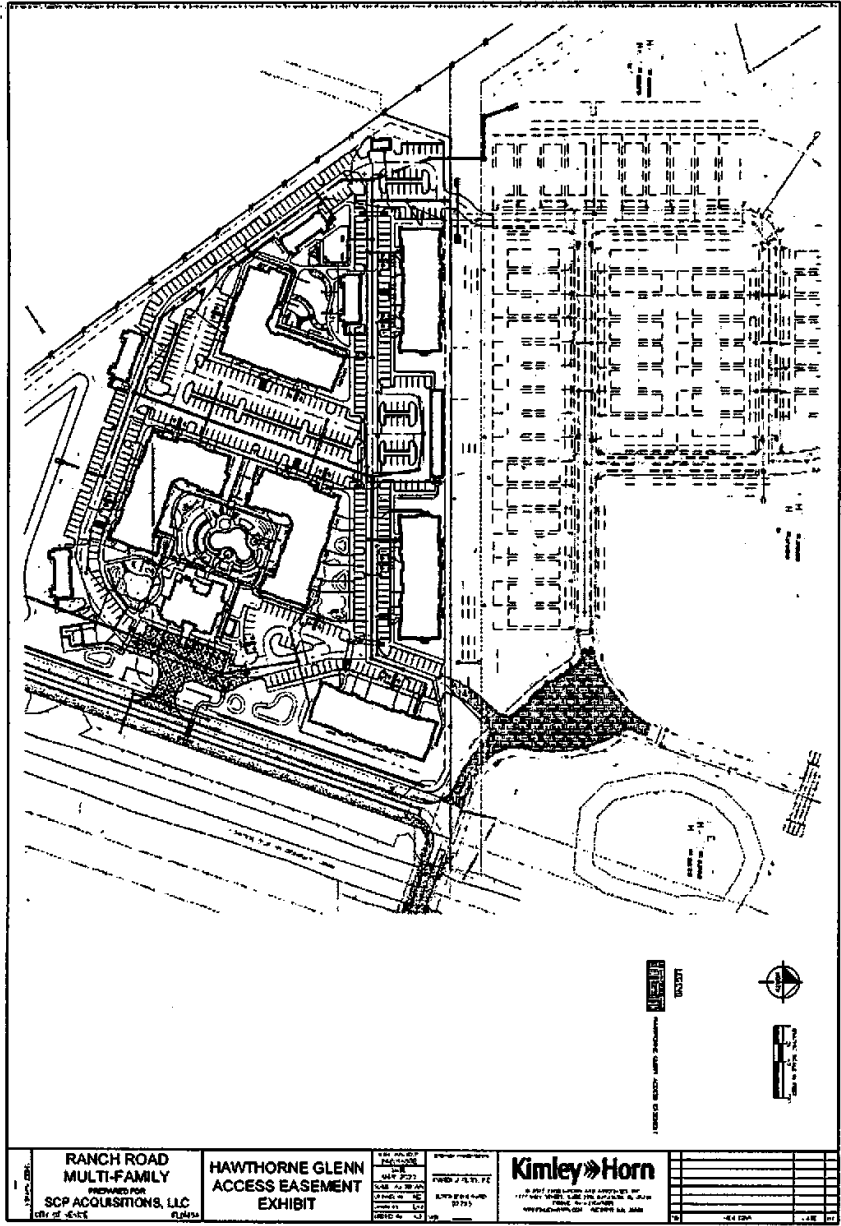
48459533.
 4873-0776-3025, v. 3
 48459533.10

**EXHIBIT B-3
SEWER LINE EASEMENT AREA**

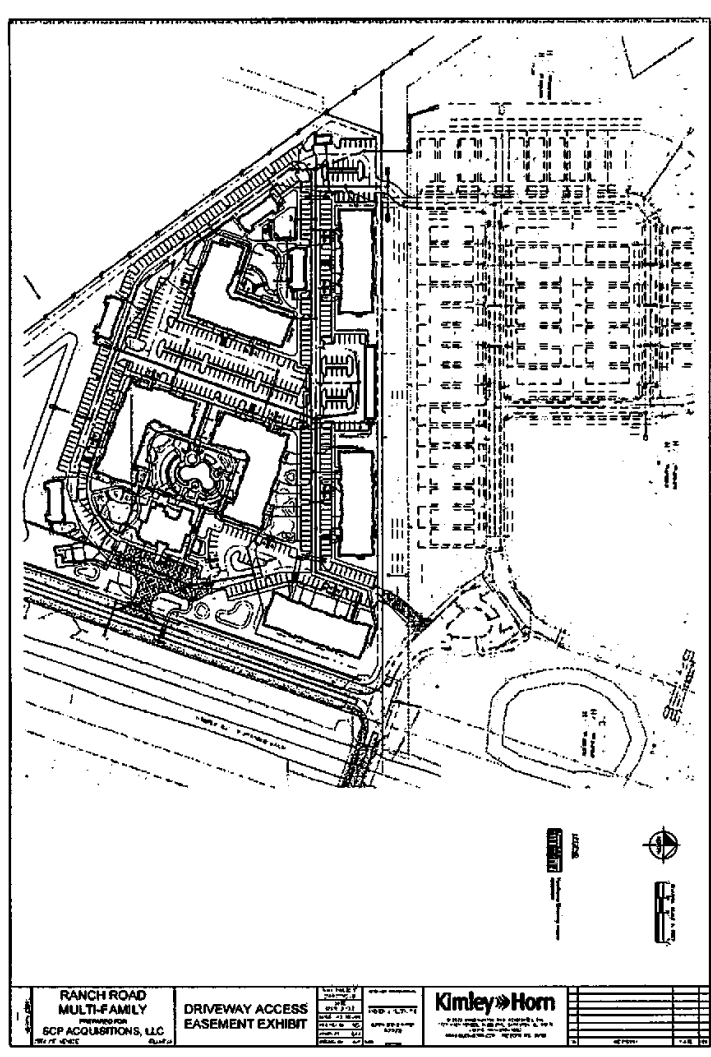


48459533.
4873-0776-3025, v. 3
48459533.10

EXHIBIT B-4
HAWTHORNE GLEN EASEMENT AREA AND HAWTHORNE DRIVEWAY



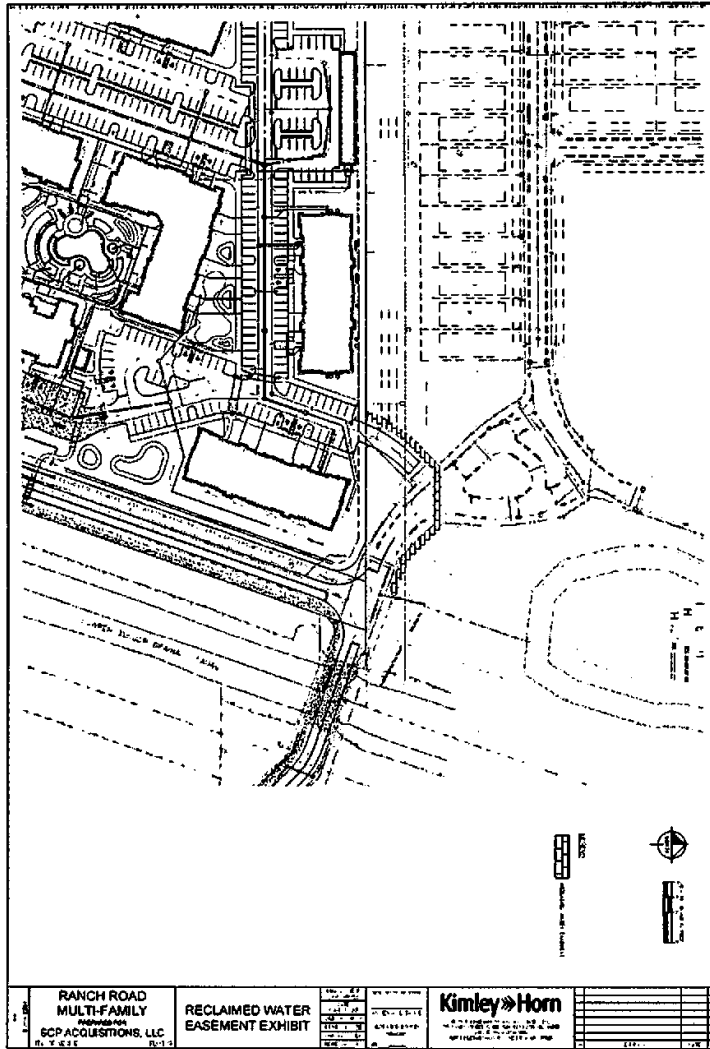
RANCH ROAD MULTI-FAMILY PREPARED FOR SCP ACQUISITIONS, LLC <small>City of Dallas</small>	HAWTHORNE GLENN ACCESS EASEMENT EXHIBIT	<small>DATE: 08/27/2013</small> <small>SCALE: AS SHOWN</small> <small>DATE: 08/27/2013</small> <small>SCALE: AS SHOWN</small> <small>DATE: 08/27/2013</small> <small>SCALE: AS SHOWN</small>	<small>PROJECT NUMBER:</small> 1300000000	Kimley-Horn <small>1111 WEST LIME STREET, SUITE 200, DALLAS, TEXAS 75201-2800</small> <small>PH: 214.760.0000 FAX: 214.760.0000</small> <small>WWW.KIMLEY-HORN.COM</small>	<small>DATE:</small> <small>SCALE:</small> <small>PROJECT:</small> <small>CLIENT:</small>
		<small>DATE:</small> <small>SCALE:</small> <small>PROJECT:</small> <small>CLIENT:</small>			



RANCH ROAD MULTI-FAMILY <small>PREPARED FOR RCP ACQUISITIONS, LLC</small>	DRIVEWAY ACCESS EASEMENT EXHIBIT	<small>DATE: 08/21/2018</small> <small>PROJECT: RCP ACQUISITIONS, LLC</small> <small>PROJECT NO: 18-000000000000000000</small> <small>PROJECT LOCATION: 10000 RANCH ROAD, HOUSTON, TX 77036</small>		<small>SCALE: AS SHOWN</small> <small>DATE: 08/21/2018</small> <small>PROJECT: RCP ACQUISITIONS, LLC</small> <small>PROJECT NO: 18-000000000000000000</small> <small>PROJECT LOCATION: 10000 RANCH ROAD, HOUSTON, TX 77036</small>	<small>DATE: 08/21/2018</small> <small>PROJECT: RCP ACQUISITIONS, LLC</small> <small>PROJECT NO: 18-000000000000000000</small> <small>PROJECT LOCATION: 10000 RANCH ROAD, HOUSTON, TX 77036</small>
		<small>DATE: 08/21/2018</small> <small>PROJECT: RCP ACQUISITIONS, LLC</small> <small>PROJECT NO: 18-000000000000000000</small> <small>PROJECT LOCATION: 10000 RANCH ROAD, HOUSTON, TX 77036</small>		<small>DATE: 08/21/2018</small> <small>PROJECT: RCP ACQUISITIONS, LLC</small> <small>PROJECT NO: 18-000000000000000000</small> <small>PROJECT LOCATION: 10000 RANCH ROAD, HOUSTON, TX 77036</small>	

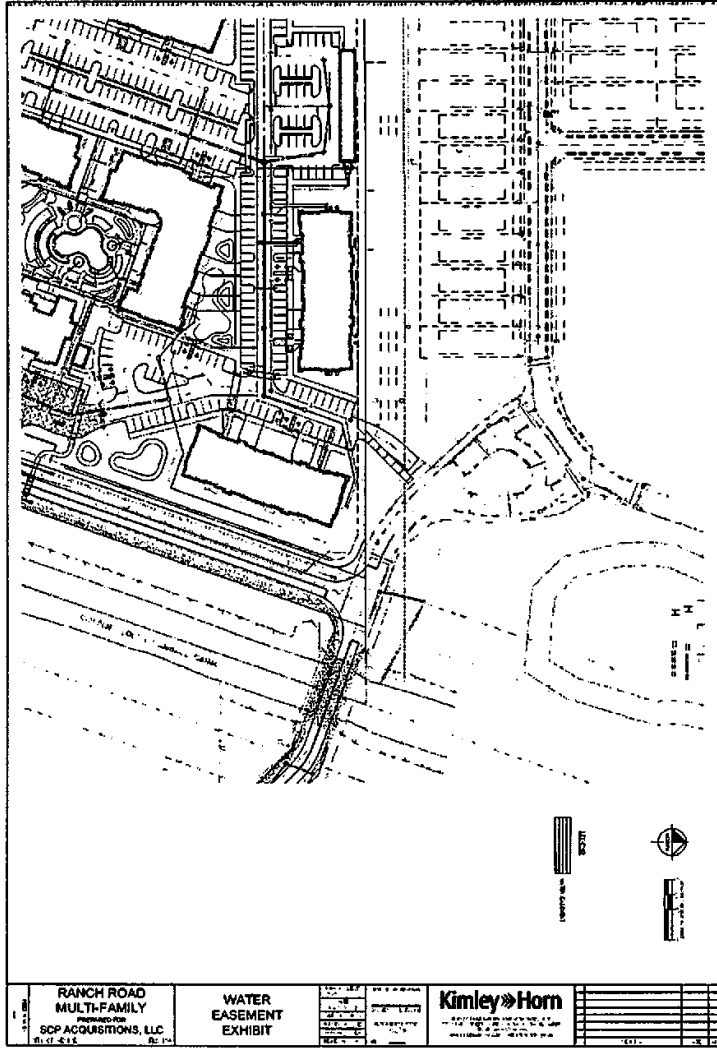
48459533.
 4873-0776-3025, v. 3
 48459533.10

**EXHIBIT B-5
RECLAIMED EASEMENT AREA**



48459533.
 4873-0776-3025, v. 3
 48459533.10

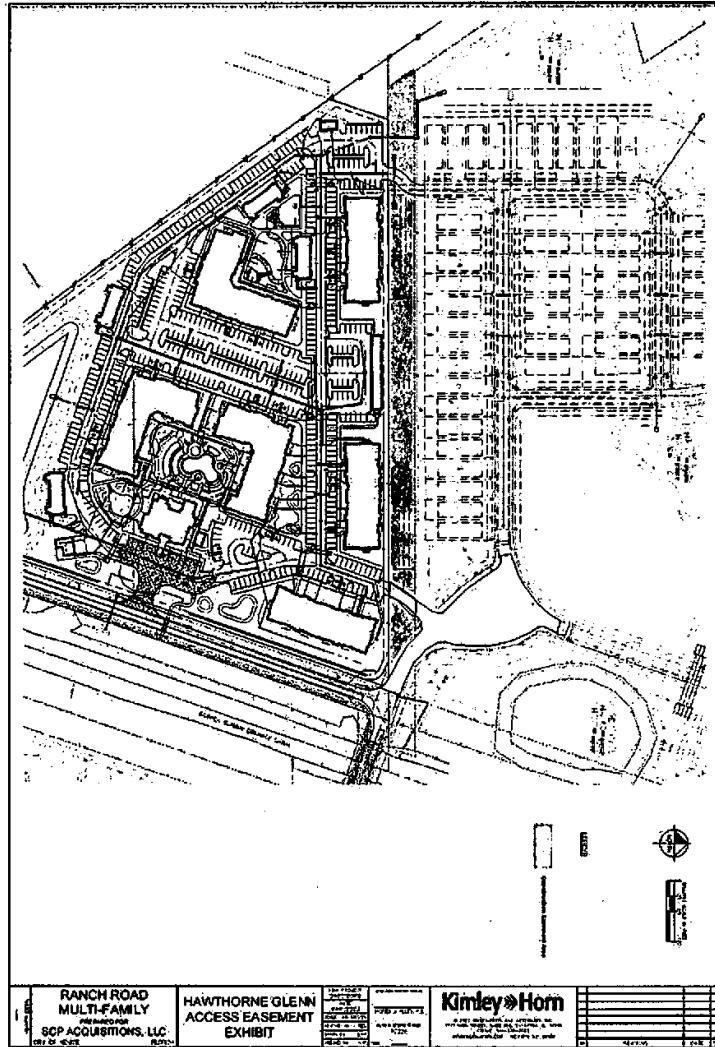
**EXHIBIT B-6
WATERLINE EASEMENT AREA**



1	RANCH ROAD MULTI-FAMILY prepared for SCP ACQUISITIONS, LLC 01.17.2015	WATER EASEMENT EXHIBIT	DATE	BY		SHEET NO. 101 OF 101
			DATE	BY		

48459533.
4873-0776-3025, v. 3
48459533.10

EXHIBIT B-7
CONSTRUCTION EASEMENT AREA



48459533.
4873-0776-3025, v. 3
48459533.10

913974

Return to: (enclose self-addressed stamped envelope)

Address:

908
195-70

This instrument Prepared by: Dawn D. Balsinger

Address:

Property Appraisers Parcel Identification (Folio) Number(s):

46048.0510

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made the 11 day of July A. D. 1988 by
Freddie J. Holland, Jr and Cicely P. Holland, husband and wife

hereinafter called the grantor, to

Ronald D. Perkins and Carol G. Perkins, husband and wife

whose postoffice address is 2533 Parma Street, Sarasota, Florida 34231

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Sarasota County, Florida, viz:

See Attached Exhibit "A" Documentary Tax Pd. \$ 495.00

Intangible Tax Pd. \$ _____

Karen E. Rushing, Clerk Sarasota County

By: C. L. Packard
Deputy Clerk

Subject to all valid restrictions, reservations and easements of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 87

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Handwritten signatures]

[Signature]
Freddie J. Holland, Jr
[Signature]
Cicely P. Holland

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, as

officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Freddie J. Holland, Jr. and Cicely P. Holland, husband and wife to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of

July A. D. 1988
Notary Public, State of Florida
SEAL My Commission Expires Feb. 12, 1990

NOTARY PUBLIC

O.R. 2050 PG 0131

EXHIBIT A

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), 1417.14 feet, said point being 1200 feet Westerly of the 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 non-exclusive 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.

O.R. 2050 PG 0132

OFFICIAL RECORDS
SARASOTA COUNTY, FLORIDA
10 11 1988

15.00

Prepared by:
Paul D. Reiffich, Esq.
P. O. Drawer 4195
Sarasota, Florida 34230

✓ 173

WARRANTY DEED

91018930

THIS INDENTURE, made this 22nd day of February, 1991,
BETWEEN ELI D. HERSCHBERGER, a married man
of the County of Sarasota, State of Florida, grantor, and

BOYD HOSKINS and EVELYN H. HOSKINS, husband and wife
whose post office address is 1150 Laurel Oaks Road North, Venice,
Florida, grantee,

WITNESSETH:

That said grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sarasota County, Florida, to-wit:

See Exhibit "A" attached hereto.

Grantor also grants to Grantee a non-exclusive easement for ingress, egress, drainage and utilities over the property described on Exhibit "B" hereto.

Grantor warrants and covenants that the property described herein does not constitute his homestead property, according to the laws of the State of Florida.

Tax I.D. No. 0361-00-1000

SUBJECT TO valid easements, restrictions and reservations of record and real property taxes for 1991 and subsequent years.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunder set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Paul D. Reiffich
Witness
William K. [Signature]
Witness

Eli D. Herschberger (SEAL)
Eli D. Herschberger

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared ELI D. HERSCHBERGER, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of February, 1991.

William K. [Signature]
Notary Public

My Commission expires:

Notary Public, State of Florida
My Commission Expires March 19, 1992
Londes thru Troy Fair - Insurance Inc.

lhersch\hoskins.wd

TRANS NUM: 00072954
DOC STAMPS PD: \$550.00
INTANG. TAX PD: \$0.00
KAREN E RUSHING SARASOTA CO.
BY: [Signature] D.C.

** OFFICIAL RECORDS **
BOOK 2278
PAGE 636

EXHIBIT "A"

DESCRIPTION OF THE "HOSKINS" PARCEL
IN
SECTION 20, TWP. 38 S., RGE. 19 E.
SARASOTA COUNTY, FLORIDA.

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, 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 N.37°33'36"E. 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 N.55°53'36"E., A DISTANCE OF 151.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 31.4641 ACRES, MORE OR LESS.

SUBJECT TO A 95' WIDE PERMANENT EASEMENT FOR COW PEN SLOUGH CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 418 AT PAGE 852 AND A 55' WIDE PERMANENT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 428 AT PAGE 57 AND A 55' WIDE TEMPORARY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 418 AT PAGE 855 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

EXHIBIT "B"

DESCRIPTION OF A
50' INGRESS AND EGRESS
AND UTILITY EASEMENT IN
SECTION 20, TWP. 38 S., RGE. 19 E.
SARASOTA COUNTY, FLORIDA.

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.

RECORDED IN OFFICIAL
RECORDS
RECEIVED
FEB 27 2 54 PM '91
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

10-50
55

PERMANENT EASEMENT DEED

** OFFICIAL RECORDS **
BOOK 2285 PAGE 1894

THIS EASEMENT DEED made this 21 day of March, 1991, by and between EDWARD J. EWING, JR. and NANCY J. BLEM, or their successors in trust, as Trustees of the LOUISE C. EWING REVOCABLE TRUST dated September 8, 1978 (hereinafter "Grantor") and ELI D. HERSCHBERGER, BOYD and EVELYN H. HOSKINS, husband and wife, and BROWER'S GROVES, INC., a Florida corporation, and their assigns and successors in interest (hereinafter collectively "Grantee").

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid to Grantor, the receipt of which is heraby acknowledged, does hereby grant unto Grantee, its successors and assigns, such rights as Grantor may continue to have with respect to a perpetual non-exclusive easement and right of access sixty (60) feet in width for road, street and utility purposes originally created 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 38S, Range 19E, Sarasota County, Florida, lying East of said West Coast Watershed Canal. This easement shall include and be deemed a further grant and transfer of whatever right Grantor may continue to have with respect to the easements recorded in O.R. Book 770, Page 797, Public Records of Sarasota County, Florida. Grantee acknowledges that part of the easement has been taken as Interstate 75 right of way. Grantee, and Grantee's successors and assigns, by acceptance hereof, agree to abide by the terms and conditions specified in said non-exclusive easement.

THIS EASEMENT shall hereafter benefit all those properties previously transferred to ELI D. HERSCHBERGER per instrument recorded in O.R. Book 1972, Page 0277, Public Records of Sarasota County, Florida.

TO HAVE AND TO HOLD the aforesaid easement in, under and upon the above-described land unto Grantee, their successors and assigns, forever. Grantor does not warrant title to the easement.

This easement may be signed in one or more counterparts, each of which shall be deemed a duplicate original.

TRANS REF:00078458
DOC STAMPS PD: 1.55
INTANG. TAX PD: 1.00
KAREN S. KILBING SARASOTA CO.
BY: [Signature] D.D.

✓ 228

IN WITNESS WHEREOF, Grantor has caused this indenture to be executed the day and year first above set forth.

Signed, sealed and delivered in the presence of:

J. J. Hopkins
Paul Bettich
Fritz Berlin
Carl G. ...

Edward J. Ewing
EDWARD J. EWING, as Trustee
Nancy J. Blum
NANCY J. BLUM, as Trustee

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by Edward J. Ewing as Trustee of the Louise G. Ewing Revocable Trust dated September 8, 1978.

Witness my hand and seal in the County and State aforesaid this 11th day of March, 1991.

J. J. Hopkins
Notary Public
My Commission Expires: 4-9-93

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by Nancy J. Blum as Trustee of the Louise G. Ewing Revocable Trust dated September 8, 1978.

Witness my hand and seal in the County and State aforesaid this 11th day of March, 1991.

Carl G. ...
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 22, 1992
BORGES TRAY BLANKET INC. CO.

RECORDED IN OFFICIAL RECORDS BY REGISTRATION

MAR 23 3 55 PM '91

KARLEN E. HUSCHER
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLA.

PAUL D. BETTICH, ESQ.
P.O. Drawer 4195
2033 Main Street, Suite 600
Sarasota, Florida 34230

Prepared By:

CHELSEA TITLE COMPANY

2210 S. TAMiami TRAIL, SUITE 10 VENICE, FL 34283

Incidental to the issuance of a title insurance policy.

File No.: V-16478

Parcel ID # 361-00-1000

Grantee(s) 88 e

10:50
550.00
560.50

10.50.00
550.00

91030056

OPTIONAL RECORDS #
BOOK 2285
PAGE 1698

WARRANTY DEED (INDIVIDUAL)

This WARRANTY DEED, dated 3-21-91 by
Eli D. Herschberger, a married man

whose post office address is:
2301 N. Tamiami Trail Nokomis, FL 34276

hereinafter called the GRANTOR, to
Browers Groves, Inc., a Florida Corporation

whose post office address is 40 Covey, 1640 Valley Drive, Venice, FL 34292

hereinafter called the GRANTEE:
(Whenever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)
WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, releases, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Sarasota County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

The Lands described herein do not constitute, nor are they contiguous to the homestead of the Grantor herein.

TRANS NUM: 00078458
DOC STAMPS PD: \$550.00
INTANG. TAX PD: \$1.00
KAREN S. WASHING SARASOTA CO.
BY: [Signature] D.C.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, assessments and agreements of record, if any; taxes and assessments for the year 1991 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the covenants, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN OUR PRESENCE:

[Signature: Eli D. Herschberger]
Eli D. Herschberger

[Signature]
(Witness)
[Signature]
(Witness)

State of Florida
County of SARASOTA

I am a Notary Public of the state of Florida, and my commission expires: _____

THE FOREGOING INSTRUMENT was acknowledged before me on 3-21-91 by
Eli D. Herschberger, a married man

Notary Seal



[Signature: Barry Jay Mazer]
BARRY JAY MAZER
BY COMMISSION EXPIRES
February 12, 1994
BROWERS GROVES, INC. TITLE INSURANCE CO.

Notary Public

EXHIBIT "A"

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 2003.63 FEET TO THE POINT OF BEGINNING; THENCE S.03°07'44"W., A DISTANCE OF 1075.00 FEET; THENCE S.86°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°13'38"W., ALONG THE SAID CENTERLINE A DISTANCE OF 130.10 FEET; THENCE N.86°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°07'44"E., A DISTANCE OF 1200.00 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF SAID SECTION 20; THENCE S.86°52'16"E., ALONG THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 997.53 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES DESCRIBED AS FOLLOWS:

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 751.43 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°13'38"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 48.83 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 1501.81 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.

REC'D IN OFFICIAL RECORDS

EASEMENT FOR INGRESS AND EGRESS

THIS GRANT OF EASEMENT, made this 9th day of Sept, 1994, by and between ELI D. HERSCHBERGER, (herein, collectively referred to as "Grantors"), of 2600 Laurel Road, Nokomis, Florida 34275, to JOSEPH F. BRUMLEVE, as Successor Trustee under Land Trust #LPL-1 per Trust Agreement dated April 1, 1988, a Florida Trust, (herein, "Grantees"), whose address is P.O. Box 602, Effingham, Illinois 62401,

WITNESSETH:

Grantor, in consideration of the sum of \$10.00 and other valuable considerations to him in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, release, remise and quit claim to Grantee a non-exclusive easement for ingress and egress, and across the following described parcel ("Easement Lands") situate in Sarasota County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

The non-exclusive easement granted hereby shall constitute an easement appurtenant to lands of Grantee adjacent to the Easement Lands. All of the terms, covenants and provisions hereof shall be binding upon and the benefits inure to the successors and assigns of Grantee in and to said adjacent lands of Grantee.

This grant of easement is intended to include a grant of easement for fire trucks, ambulances, police vehicles and other emergency vehicles which shall at all times be allowed the right of ingress and egress over the Easement Lands.

Grantor represents that he owns the property under this grant of easement; Grantor expressly reserves the right to grant similar easements to any persons and to convey the fee simple title to the Easement Lands.

IN WITNESS WHEREOF, the Grantor(s) and Grantee(s) have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

David D. Bone
Printed Name: DAVID D. BONE

ELI D. HERSCHBERGER
ELI D. HERSCHBERGER

Gloria J Schwab
Printed Name: GLORIA J SCHWAB

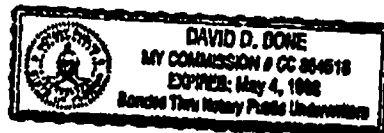
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements personally appeared ELI D. HERSCHBERGER, who is personally known to me or who has produced _____ as identification and who executed the foregoing for the purposes expressed therein.

WITNESS, my hand and official seal in the county and state first above written this 9th day of Sept, 1994.

David D. Bone
Notary Public
My Commission Expires:

This Instrument Prepared By:
David D. Bone
766 Hudson Avenue, Suite B
Sarasota, Florida 34236
(without title examination)



rea-wrk\brumleve.ife

309 ✓

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT FOR THE PURPOSE OF PROVIDING TO THE ABOVE PARCEL INGRESS AND EGRESS, UTILITIES AND DRAINAGE:

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 OF THE COW PEN SLOUGH CANAL FOR THE NEXT THREE 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 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 2132.02 FEET; THENCE S.89°55'53"W., A DISTANCE OF 47.76 FEET TO THE POINT OF BEGINNING; THENCE S.89°55'53"W., A DISTANCE OF 1344.26 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY 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°40'24", A CHORD BEARING OF N.31°49'09"W. AND A CHORD LENGTH OF 1779.13 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 1779.86 FEET TO THE END OF SAID CURVE; THENCE N.26°10'43"E., ALONG THE CENTERLINE OF AN EXISTING CREEK FOR THE NEXT ELEVEN (11) CALLS A DISTANCE OF 2.46 FEET; THENCE N.26°22'08"E., A DISTANCE OF 36.47 FEET; THENCE N.15°40'24"E., A DISTANCE OF 28.83 FEET; THENCE N.35°28'22"W., A DISTANCE OF 22.98 FEET; THENCE N.10°24'27"W., A DISTANCE OF 20.75 FEET; THENCE N.46°20'00"E., A DISTANCE OF 25.00 FEET; THENCE N.75°47'34"E., A DISTANCE OF 26.34 FEET; THENCE N.75°55'11"E., A DISTANCE OF 38.03 FEET; THENCE N.76°37'35"E., A DISTANCE OF 40.18 FEET; THENCE N.63°53'53"E., A DISTANCE OF 26.15 FEET; THENCE N.30°16'24"E., A DISTANCE OF 21.32 FEET; THENCE N.56°32'07"W., LEAVING THE SAID CREEK A DISTANCE OF 56.05 FEET; THENCE N.29°15'50"E., A DISTANCE OF 268.01 FEET TO THE INTERSECTION WITH THE CENTERLINE OF AN EXISTING CREEK; THENCE S.46°25'53"E., ALONG THE CENTERLINE OF AN EXISTING CREEK FOR THE NEXT TEN (10) CALLS A DISTANCE OF 33.27 FEET; THENCE S.61°16'21"E., A DISTANCE OF 44.63 FEET; THENCE S.14°42'29"E., A DISTANCE OF 33.21 FEET; THENCE S.25°15'48"W., A DISTANCE OF 34.71 FEET; THENCE N.85°35'21"W., A DISTANCE OF 28.42 FEET; THENCE S.33°37'44"W., A DISTANCE OF 24.04 FEET; THENCE S.02°13'48"E., A DISTANCE OF 23.12 FEET; THENCE S.24°01'07"W., A DISTANCE OF 24.84 FEET; THENCE N.85°20'18"W., A DISTANCE OF 16.86 FEET; THENCE N.58°28'28"W., A DISTANCE OF 13.77 FEET; THENCE S.03°07'44"W., A DISTANCE OF 355.83 FEET; THENCE N.86°52'16"W., A DISTANCE OF 76.08 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°39'32"E. AND A CHORD LENGTH OF 794.15 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 794.24 FEET TO THE END OF SAID CURVE; THENCE N.86°52'16"W., A DISTANCE OF 30.53 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 17925.40 FEET, A CENTRAL ANGLE OF 02°41'33", A CHORD BEARING OF S.33°13'33"E. AND A CHORD LENGTH OF 842.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 842.37 FEET TO THE END OF SAID CURVE; THENCE N.89°55'53"E., A DISTANCE OF 1335.49 FEET; THENCE S.19°13'48"W., A DISTANCE OF 52.98 FEET TO THE POINT OF BEGINNING.

RECORDED IN OFFICIAL RECORDS
RECORD VERIFIED
9/1 SEP 23 PM 4:24
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

EXHIBIT A
page of 1 pages

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

GRANT OF PERMANENT EASEMENT

THIS EASEMENT is dated this 28th day of July, 1995 and is from ELI HERSCHBERGER (hereinafter referred to as "Grantor"), to Ammon Schrock IRA and Sherell W. Johnson, Jr. each as to a 50% interest as tenants in common (hereinafter referred to as "Grantee").

WITNESSETH:

A. Grantor owns the real property described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").

B. Grantee has requested that Grantor grant to Grantee an easement over the Property for the purpose of ingress and egress, subject to the terms hereof.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, Grantor agrees as follows:

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

2. CONVEYANCE. Grantor does hereby grant unto Grantee, and its successors and assigns, forever, a perpetual and nonexclusive easement over, under and across the Property for the purpose of ingress and egress to and from the Grantee's contiguous property and the public right of way along Cow Pen Slough.

3. RESERVATION OF RIGHTS. Grantor and Grantor's successors and assigns shall have the right to use and develop the property for any lawful purpose, so long as the use and development thereof does not unreasonably interfere with the rights granted hereunder.

4. INDEMNIFICATION. Grantee shall hold Grantor harmless and indemnify Grantor from and against any and all claims, damages, losses injuries, or causes of action arising out of or resulting from Grantee's use of the property of Grantor.

5. MAINTENANCE. Grantee, by its acceptance of this easement, agrees to maintain the ingress and egress roadway and any other facilities constructed on the Property of Grantor in good working condition and to repair, at Grantee's expense, any damage to the property caused by Grantee's use of this easement.

6. EXPIRATION OF EASEMENT. The term of this Easement shall be perpetual.

IN WITNESS WHEREOF, Grantor has set its hand and seal hereto this 28th day of July, 1995.

WITNESSES:

Nick Roknich
Print Name: NICK ROKNICH

Cynthia A. Ernst
Print Name: CYNTHIA A. ERNST

GRANTOR:

By: Eli Herschberger
Print name:

Receipt #: 000000375199-01
Doc Stamp-Deed : 0.70
Karen E. Rushing, Sarasota Co.
By: Karen E. Rushing

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me this 28th day of July, 1995 by ELI HERSCHBERGER

who is personally known to me or who has produced his Florida driver's license as identification.

Nick Roknich
Printed Name: _____
NOTARY PUBLIC
My Commission expires: _____
Commission Number: _____

ZCK
This Document Prepared By:
Nick Roknich, III
Norton, Moran, Hammersley, Dunlap, Gurley & Lopez, PA
1819 Main Street Suite 610
Sarasota, Florida 34236

NOTARY PUBLIC
KAREN E. RUSHING, III
COMMISSION # CC 422169
EXPIRES MAR 20, 1999

EXHIBIT "A"

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE N.88°52'18"W, (ON AN ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 363.83 FEET TO THE INTERSECTION WITH THE CENTERLINE OF THE SARASOTA WEST COAST WATERSHED RIGHT OF WAY (COW PEN SLOUGH CANAL); THENCE S.53°53'38"W, ALONG THE SAID CENTERLINE OF THE COW PEN SLOUGH CANAL, FOR THE NEXT THREE CALLS A DISTANCE OF 131.82 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 716.76 FEET, A CENTRAL ANGLE OF 36°10'00", A CHORD BEARING OF S.37°33'38"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°13'38"W, A DISTANCE OF 2152.02 FEET; THENCE S.89°55'33"W, A DISTANCE OF 47.76 FEET TO THE POINT OF BEGINNING; THENCE S.89°55'33"W, A DISTANCE OF 1344.28 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF 1-75 TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 17375.40 FEET, A CENTRAL ANGLE OF 03°40'24", A CHORD BEARING OF N.31°48'08"W, AND A CHORD LENGTH OF 1778.13 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 1778.88 FEET TO THE END OF SAID CURVE; THENCE N.20°10'43"E, ALONG THE CENTERLINE OF AN EXISTING CREEK FOR THE NEXT ELEVEN (11) CALLS A DISTANCE OF 2.48 FEET; THENCE N.28°22'08"E, A DISTANCE OF 38.47 FEET; THENCE N.15°40'24"E, A DISTANCE OF 28.83 FEET; THENCE N.35°28'22"W, A DISTANCE OF 22.98 FEET; THENCE N.10°24'27"W, A DISTANCE OF 20.75 FEET; THENCE N.48°20'00"E, A DISTANCE OF 23.00 FEET; THENCE N.75°47'34"E, A DISTANCE OF 28.34 FEET; THENCE N.75°59'11"E, A DISTANCE OF 38.03 FEET; THENCE N.78°57'35"E, A DISTANCE OF 40.18 FEET; THENCE N.63°53'53"E, A DISTANCE OF 28.15 FEET; THENCE N.30°18'24"E, A DISTANCE OF 21.32 FEET; THENCE N.88°32'07"W, LEAVING THE SAID CREEK A DISTANCE OF 58.05 FEET; THENCE N.20°18'50"E, A DISTANCE OF 268.01 FEET TO THE INTERSECTION WITH THE CENTERLINE OF AN EXISTING CREEK; THENCE S.48°25'53"E, ALONG THE CENTERLINE OF AN EXISTING CREEK FOR THE NEXT TEN (10) CALLS A DISTANCE OF 33.27 FEET; THENCE S.20°18'24"E, A DISTANCE OF 44.50 FEET; THENCE S.14°42'29"E, A DISTANCE OF 33.21 FEET; THENCE S.25°15'48"W, A DISTANCE OF 34.71 FEET; THENCE N.83°33'21"W, A DISTANCE OF 28.42 FEET; THENCE S.33°37'44"W, A DISTANCE OF 24.04 FEET; THENCE S.02°13'48"E, A DISTANCE OF 23.12 FEET; THENCE S.24°01'07"W, A DISTANCE OF 24.84 FEET; THENCE N.83°20'18"W, A DISTANCE OF 18.83 FEET; THENCE N.80°28'28"W, A DISTANCE OF 13.77 FEET; THENCE S.03°07'44"W, A DISTANCE OF 353.83 FEET; THENCE N.88°52'18"W, A DISTANCE OF 78.00 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 N.88°52'18"W, A DISTANCE OF 30.53 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 17923.40 FEET, A CENTRAL ANGLE OF 02°41'33", A CHORD BEARING OF S.33°13'33"E, AND A CHORD LENGTH OF 842.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 842.37 FEET TO THE END OF SAID CURVE; THENCE N.88°55'33"E, A DISTANCE OF 1335.48 FEET; THENCE S.19°13'48"W, A DISTANCE OF 52.98 FEET TO THE POINT OF BEGINNING.

RECORDED BY OFFICIAL
RECORDS
95 AUG - 1 AM 11:12
CLERK OF DISTRICT COURT
SARASOTA COUNTY, FL



Bill Furst
SARASOTA COUNTY
PROPERTY APPRAISER

Property Record Information for 0361001001

Ownership:

AG EHC II MULTI STATE 1 LLC
8585 E HARTFORD DR STE 118, SCOTTSDALE, AZ, 85255

Situs Address:

0 RUSTIC RD NOKOMIS, FL, 34275-

Land Area: 833,732 Sq.Ft.

Municipality: City of Venice

Subdivision: 0000 - NOT PART OF A SUBDIVISION

Property Use: 9900 - Acreage Not Ag

Status: OPEN

Sec/Twp/Rge: 20-38S-19E

Census: 121150027271

Zoning: PUD - PLANNED UNIT DEVELOPMENT

Total Living Units: 0

Parcel Description: COM AT NE COR OF SEC 20-38-19 TH N 86-52-16 W 2003.63 FT FOR POB TH S 03-07-44 W 1075 FT TH S 86-52-16 E 1087.91 FT TO INTRS WITH C/L OF COW PEN SLOUGH TH S 19-13-36 W 130.1 FT TH N 86-52-16 W 2049.47 FT TH N 03-07-44 E 1200 FT TH S 86-52-16 E 997.63 FT TO POB, LESS MAGNOLIA BAY NORTH PHASE I, PB 56 PG 458-472, SUBJ TO DRAINAGE ESMT TO COUNTY AS DESC IN OR 418/852

Buildings

Vacant Land

Extra Features

There are no extra features associated with this parcel

Values

* Indicates the parcel was the subject of a split or combine for tax year.

Year	Land	Building	Extra Feature	Just	Assessed	Exemptions	Taxable	Cap ⁱ
* 2023	\$6,264,300	\$0	\$0	\$6,264,300	\$492,360	\$0	\$492,360	\$5,771,940
2022	\$676,500	\$0	\$16,200	\$692,700	\$692,700	\$0	\$692,700	\$0
2021	\$706,500	\$0	\$12,800	\$719,300	\$21,600	\$0	\$21,600	\$697,700
2020	\$706,500	\$0	\$13,300	\$719,800	\$20,600	\$0	\$20,600	\$699,200
2019	\$478,800	\$0	\$12,200	\$491,000	\$20,800	\$0	\$20,800	\$470,200
2018	\$617,600	\$0	\$5,200	\$622,800	\$14,500	\$0	\$14,500	\$608,300
2017	\$571,300	\$0	\$5,600	\$576,900	\$14,240	\$0	\$14,240	\$562,660
2016	\$514,700	\$0	\$4,400	\$519,100	\$12,500	\$0	\$12,500	\$506,600
2015	\$411,800	\$0	\$5,100	\$416,900	\$11,610	\$0	\$11,610	\$405,290
2014	\$329,400	\$0	\$4,100	\$333,500	\$9,600	\$0	\$9,600	\$323,900

Property taxes may be affected with change in ownership. When buying real estate, you should not assume that property taxes will remain the same. Use our [tax estimator](#) to estimate your new taxes.

Current Exemptions

There are no exemptions associated with this parcel.

Sales & Transfers

Transfer Date	Recorded Consideration	Instrument Number	Qualification Code	Grantor/Seller	Instrument Type
12/17/2021	\$35,277,500	2021226305	05	JEN TAMPA 1 LLC	WD
10/14/2020	\$23,400,000	2020161622	05	RUSTIC ROAD PARTNERS LLC	WD
6/8/2018	\$1,700,000	2018077379	05	NAZZARESE VALERIE	WD
3/3/2011	\$100,000	2011025988	01	BROWERS GROVES INC,	WD
3/21/1991	\$100,000	2285/1698	01	BROWERS GROVES INC	WD

Associated Tangible Accounts

There are no associated tangible accounts for this parcel

Property record information last updated on: 9/20/2023

FEMA Flood Zone (Data provided by Sarasota County Government as of 9/18/2023)

Different portions of a property can be in different flood zones. Please click on MAP link below to see the flood zones.

<u>FIRM Panel</u>	<u>Floodway</u>	<u>SFHA ***</u>	<u>Flood Zone **</u>	<u>Community</u>	<u>Base Flood Elevation (ft)</u>	<u>CFHA *</u>
0245F	OUT	OUT	X500	125144		IN
0245F	OUT	OUT	X	125144		IN
0245F	OUT	IN	A	125144		IN
0245F	OUT	IN	AE	125144	10	IN

* If your property is in a SFHA or CFHA, use the [map](#) to determine if the building footprint is within the flood area.

** For more information on flood and flood related issues specific to this property, call (941) 861-5000

*** Federal law requires flood insurance for all properties in SFHAs with federally backed mortgages.

For general questions regarding the flood map, call (941) 861-5000.

Sarasota County Tax Collector

generated on 9/21/2023 12:47:23 PM EDT

Tax Record

Last Update: 9/21/2023 12:47:23 PM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Type Tax	Tax Year			
0361001001	REAL ESTATE	2022			
Mailing Address		Property Address			
AG EHC II MULTI STATE 1 LLC 8585 E HARTFORD DR #118 SCOTTSDALE AZ 85255		0 RUSTIC RD 003			
		Old Account Number			
		0361-00-1001			
Base Exempt Amount	Taxable Value				
see below	see below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	0300				
Legal Description					
0 RUSTIC RD COM AT NE COR OF SEC 20-38-19 TH N 86-52-16 W 2003.63 FT FOR POB TH S 03-07-44 W 1075 FT TH S 86-52-16 E 1087.91 FT TO INTRS WITH C/L OF COW PEN SLOUGH TH S 19-13-36 W 130.1 FT TH N 86-52-16 W 2049.47 FT TH N 03-07-44 E 1200 FT TH S Additional Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
Sarasota Co. General Revenue	3.2497	692,700	0	\$692,700	\$2,251.07
Mosquito Control	0.0500	692,700	0	\$692,700	\$34.64
Sarasota Co. Hospital Dist.	1.0420	692,700	0	\$692,700	\$721.79
West Coast Inland Navigation	0.0394	692,700	0	\$692,700	\$27.29
SW FL Water Management Dist.	0.2260	692,700	0	\$692,700	\$156.55
Bonds-Debt Service	0.0915	692,700	0	\$692,700	\$63.38
Sarasota Co. Legacy Trl	0.0551	692,700	0	\$692,700	\$38.17
Sarasota School Board					
School Board - State	3.0240	692,700	0	\$692,700	\$2,094.72
School Board - Local	3.2480	692,700	0	\$692,700	\$2,249.89
City of Venice	4.3600	692,700	0	\$692,700	\$3,020.17
City of Venice Debt Service	0.4694	692,700	0	\$692,700	\$325.15
Total Millage		15.8551	Total Taxes		\$10,982.82
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
Total Assessments					\$0.00
Taxes & Assessments					\$10,982.82
If Paid By				Amount Due	

	\$0.00
--	--------

Date Paid	Transaction	Receipt	Item	Amount Paid
4/19/2023	PAYMENT	5013098.0005	2022	\$11,312.30

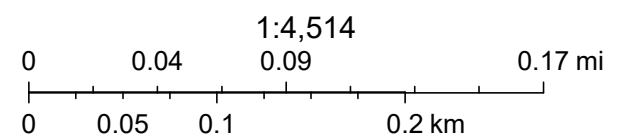
Prior Year Taxes Due
NO DELINQUENT TAXES

Sarasota County Property Appraiser



9/21/2023, 12:46:40 PM

-  Parcels
-  Parcels 2023





Bill Furst
SARASOTA COUNTY
PROPERTY APPRAISER

Property Record Information for 0361001002

Ownership:

AG EHC II MULTI STATE 1 LLC
 8585 E HARTFORD DR STE 118, SCOTTSDALE, AZ, 85255

Situs Address:

0 RUSTIC RD NOKOMIS, FL, 34275-

Land Area: 1,283,402 Sq.Ft.

Municipality: City of Venice

Subdivision: 0000 - NOT PART OF A SUBDIVISION

Property Use: 9900 - Acreage Not Ag

Status: OPEN

Sec/Twp/Rge: 20-38S-19E

Census: 121150027271

Zoning: PUD - PLANNED UNIT DEVELOPMENT

Total Living Units: 0

Parcel Description: COM AT NE COR OF SEC 20 TH N-86- 52-16-W 363.63 FT FOR POB TH N- 86-52-16-W 1640 FT TH S-03-07-44 -W 1075 FT TH S-86-52-16-E 1087.91 FT TH N-19-13-36-E BEING C/L OF COW PEN SLOUGH 636.28 FT TH AL A CURVE TO RIGHT 458.71 FT TH N-55-53-36-W 151.62 FT TO POB, LESS MAGNOLIA BAY NORTH PHASE I, PB 56 PG458-472, SUBJ TO DRAINAGE ESMT TO COUNTY AS DESC IN OR 418/852 PARCEL OF LAND BEING & LYING IN SEC 20-38-19 BEING DESC AS PARCELS 1 & 2 IN ORI 2022137116, LESS MAGNOLIA BAY NORTH PHASE I, PB 56 PG 458-472 PARCEL OF LAND BEING & LYING IN SEC 20-38-19 BEING DESC AS PARCELS 1 & 2 IN ORI 2022137116, LESS MAGNOLIA BAY NORTH PHASE I, PB 56 PG 458-472

Buildings

Vacant Land

Extra Features

There are no extra features associated with this parcel

Values

* Indicates the parcel was the subject of a split or combine for tax year.

Year	Land	Building	Extra Feature	Just	Assessed	Exemptions	Taxable	Cap. ⁱ
* 2023	\$8,793,400	\$0	\$0	\$8,793,400	\$730,070	\$0	\$730,070	\$8,063,330
2022	\$700,000	\$0	\$0	\$700,000	\$700,000	\$0	\$700,000	\$0
2021	\$728,800	\$0	\$0	\$728,800	\$7,800	\$0	\$7,800	\$721,000
2020	\$728,800	\$0	\$0	\$728,800	\$6,600	\$0	\$6,600	\$722,200
2019	\$493,600	\$0	\$0	\$493,600	\$444,984	\$0	\$444,984	\$48,616
2018	\$771,800	\$0	\$0	\$771,800	\$404,531	\$0	\$404,531	\$367,269
2017	\$641,700	\$0	\$0	\$641,700	\$367,755	\$0	\$367,755	\$273,945
2016	\$431,800	\$0	\$0	\$431,800	\$334,323	\$0	\$334,323	\$97,477
2015	\$345,400	\$0	\$0	\$345,400	\$303,930	\$0	\$303,930	\$41,470
2014	\$276,300	\$0	\$0	\$276,300	\$276,300	\$0	\$276,300	\$0

Property taxes may be affected with change in ownership. When buying real estate, you should not assume that property taxes will remain the same. Use our [tax estimator](#) to estimate your new taxes.

Current Exemptions

There are no exemptions associated with this parcel.

Sales & Transfers

Transfer Date	Recorded Consideration	Instrument Number	Qualification Code	Grantor/Seller	Instrument Type
12/17/2021	\$35,277,500	2021226305	05	JEN TAMPA 1 LLC	WD
10/14/2020	\$23,400,000	2020161622	05	RUSTIC ROAD PARTNERS LLC	WD
9/27/2019	\$925,000	2019137572	01	FREE FLYING INVESTMENTS LLC	WD
1/10/2019	\$0	2019137570	11	FREE FLYING INVESTMENTS LLC	OT
9/20/2013	\$450,000	2013131502	38	GOULET RONALD D	WD
3/21/2003	\$314,600	2003055856	01	HOSKINS BOYD & EVELYN H,	WD
2/22/1991	\$100,000	2278/536	01	HOSKINS BOYD & EVELYN H	WD

Associated Tangible Accounts

There are no associated tangible accounts for this parcel

Property record information last updated on: 9/20/2023

FEMA Flood Zone (Data provided by Sarasota County Government as of 9/18/2023)

Different portions of a property can be in different flood zones. Please click on MAP link below to see the flood zones.

<u>FIRM Panel</u>	<u>Floodway</u>	<u>SFHA ***</u>	<u>Flood Zone **</u>	<u>Community</u>	<u>Base Flood Elevation (ft)</u>	<u>CFHA *</u>
0245F	OUT	OUT	X	125144		IN
0245F	OUT	IN	A	125144		IN
0245F	OUT	IN	AE	125144	10	IN

* If your property is in a SFHA or CFHA, use the [map](#) to determine if the building footprint is within the flood area.

** For more information on flood and flood related issues specific to this property, call (941) 861-5000

*** Federal law requires flood insurance for all properties in SFHAs with federally backed mortgages.

For general questions regarding the flood map, call (941) 861-5000.

Sarasota County Tax Collector

generated on 9/21/2023 12:48:51 PM EDT

Tax Record

Last Update: 9/21/2023 12:48:51 PM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Type Tax	Tax Year			
0361001002	REAL ESTATE	2022			
Mailing Address		Property Address			
AG EHC II MULTI STATE 1 LLC 8585 E HARTFORD DR #118 SCOTTSDALE AZ 85255		0 RUSTIC RD 003			
		Old Account Number			
		0361-00-1002			
Base Exempt Amount	Taxable Value				
see below	see below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	0300				
Legal Description					
0 RUSTIC RD COM AT NE COR OF SEC 20 TH N-86- 52-16-W 363.63 FT FOR POB TH N- 86-52-16-W 1640 FT TH S-03-07-44 -W 1075 FT TH S-86-52-16-E 1087.91 FT TH N-19-13-36-E BEING C/L OF COW PEN SLOUGH 636.28 FT TH ALG A CURVE TO RIGHT 458.71 FT TH Additional Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
Sarasota Co. General Revenue	3.2497	700,000	0	\$700,000	\$2,274.79
Mosquito Control	0.0500	700,000	0	\$700,000	\$35.00
Sarasota Co. Hospital Dist.	1.0420	700,000	0	\$700,000	\$729.40
West Coast Inland Navigation	0.0394	700,000	0	\$700,000	\$27.58
SW FL Water Management Dist.	0.2260	700,000	0	\$700,000	\$158.20
Bonds-Debt Service	0.0915	700,000	0	\$700,000	\$64.05
Sarasota Co. Legacy Trl	0.0551	700,000	0	\$700,000	\$38.57
Sarasota School Board					
School Board - State	3.0240	700,000	0	\$700,000	\$2,116.80
School Board - Local	3.2480	700,000	0	\$700,000	\$2,273.60
City of Venice	4.3600	700,000	0	\$700,000	\$3,052.00
City of Venice Debt Service	0.4694	700,000	0	\$700,000	\$328.58
Total Millage		15.8551	Total Taxes		\$11,098.57
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
Total Assessments					\$0.00
Taxes & Assessments					\$11,098.57
If Paid By				Amount Due	

	\$0.00
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Date Paid	Transaction	Receipt	Item	Amount Paid
4/19/2023	PAYMENT	5013098.0004	2022	\$11,431.53

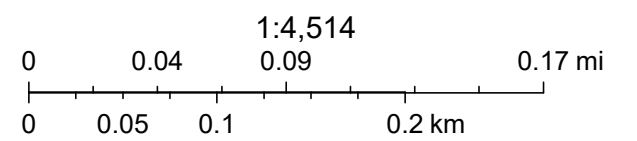
Prior Year Taxes Due	
NO DELINQUENT TAXES	

Sarasota County Property Appraiser



9/21/2023, 12:48:18 PM

-  Parcels
-  Parcels 2023



Prepared by:

Kristen K. Idle, Esq.
Godbold, Downing, Bill and Rentz, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

Return To:

Quarles & Brady LLP
Two North Central Avenue
Phoenix, AZ 85004
Attn: Jason Wood, Esq.

**RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2021226305 12 PG(S)**

12/17/2021 4:28 PM

KAREN E. RUSHING

**CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA**

SIMPLIFILE

Receipt # 2786542

Doc Stamp-Deed: \$246,942.50

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 17TH day of December, 2021, by **JEN TAMPA 1, LLC** a Florida limited liability company whose address is 1316 West Swann Avenue, Tampa, Florida 33606 hereinafter called "**Grantor**," to **AG EHC II (MTH) MULTI STATE 1, LLC**, a Delaware limited liability company whose address is 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255, hereinafter called "**Grantee**";

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Sarasota County, Florida as shown and more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Property**").

TOGETHER with (i) all tenements, hereditaments, appurtenances, rights, privileges, reversions, and remainders relating to or associated with any of the Property, if any, (ii) all improvements, buildings and fixtures, if any, situated on any of the Property, if any, and (iii) all rights, title and interest of Grantor in and to all oil, gas and other minerals or mineral rights in, on, under or produced from any of the Property, if any, inclusive of all rights for entry and exploration; but subject to the permitted encumbrances identified on **Exhibit B** attached hereto and incorporated herein (the "**Permitted Encumbrances**"), with this reference not serving to re-impose any of said Permitted Encumbrances.

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

AND Grantor, for itself and its successors, hereby covenants with said Grantee and the Grantee's successors and assigns that Grantor is lawfully seized of the Property in fee simple; that Grantor has good, right and lawful authority to sell and convey the Property; that Grantor hereby warrants the title to the Property and will defend the same against the claims of all persons claiming by, through or under Grantor, but against none others; and that the Property is free of all encumbrances, except the Permitted Encumbrances.

IN WITNESS WHEREOF Grantor has caused this Special Warranty Deed in favor of Grantee to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer hereunto duly authorized, the day, month and year first above written.

Signed, sealed and delivered in the presence of:

“GRANTOR”

[Signature]
(Signed name of Witness One)

Mark Mauer
(Printed name of Witness One)

[Signature]
(Signed name of Witness Two)

Julie Kline
(Printed name of Witness Two)

JEN TAMPA 1, LLC, a Florida limited liability company

By: [Signature]

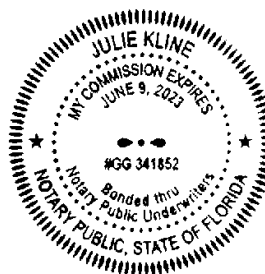
Print Name: Matt O'Brien

Title: Vice President

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14th day of December, 2021, by Matt O'Brien, as Vice President of Jen Tampa 1, LLC, a Florida limited liability company, on behalf thereof. He is personally known to me, or produced _____ as identification.

[Signature]
Print Name: Julie Kline
Notary Public-State of Florida at Large
Commission No.: 66341852
My Commission Expires: June 9, 2023



[Affix Notary Seal]

EXHIBIT A TO THE DEED

THE PROPERTY

Parcel 1 (Sarasota County PID No. 0362001002)

PARCEL 1A: (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 2B: (EASEMENT ESTATE)

TOGETHER WITH 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 COUNTY, 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.

PARCEL 3C: (EASEMENT ESTATE)

TOGETHER WITH 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:

PARCEL 2 (SARASOTA COUNTY PID NO. 0362001007)

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.

TOGETHER WITH 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 COUNTY, 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.

TOGETHER WITH 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.

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.

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.

AND:

PARCEL 3 (SARASOTA COUNTY PID NO. 0361001001, 0361001003, AND 0361001004)

PARCEL 1A: (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°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°07'44" W., A DISTANCE OF 1075.00 FEET; THENCE S. 86°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°13'36" W., ALONG THE SAID CENTERLINE A DISTANCE OF 130.10 FEET; THENCE N. 86°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°07'44" E., A DISTANCE OF 1200.00 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF SAID SECTION 20; THENCE S. 86°52'16" E., ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 997.63 FEET TO THE POINT OF BEGINNING.

PARCEL 2B: (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°52'16" W., (ON AN ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 3001.26 FEET; THENCE S. 03°07'44" W., A DISTANCE OF 701.81 FEET TO THE POINT OF BEGINNING; THENCE S. 03°07'44" W., A DISTANCE OF 498.19 FEET; THENCE S. 86°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°13'36" W., ALONG THE SAID CENTERLINE A DISTANCE OF 686.93 FEET; THENCE N. 86°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°32'32", A CHORD BEARING OF N. 30°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°52'16" E., A DISTANCE OF 76.08 FEET; THENCE N. 03°07'44" E., A DISTANCE OF 355.83 FEET TO THE INTERSECTION WITH THE CENTERLINE OF AN EXISTING CREEK; THENCE S. 58°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°20'18" E., A DISTANCE OF 16.86 FEET; THENCE N. 24°01'07" E., A DISTANCE OF 24.84 FEET; THENCE N. 02°13'48" W., A DISTANCE OF 23.12 FEET; THENCE N. 33°37'44" E., A DISTANCE OF 24.04 FEET; THENCE S. 85°35'21" E., A DISTANCE OF 28.42 FEET; THENCE N. 25°15'48" E., A DISTANCE OF 34.71 FEET; THENCE N. 14°42'29" W., A DISTANCE OF 33.21 FEET; THENCE N. 61°16'21" W., A DISTANCE OF 44.63 FEET; THENCE S. 86°52'16" E., LEAVING SAID CENTERLINE OF THE EXISTING CREEK A DISTANCE OF 491.06 FEET TO THE POINT OF BEGINNING.

PARCEL 3C: (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°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 NO. 2007155382, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

PARCEL 4D: (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 5E: (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.

AND:

PARCEL 4 (SARASOTA COUNTY PID NO. 0361001002)

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, 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 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 FOOT WIDE PERMANENT EASEMENT FOR COW PEN SLOUGH CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 852 AND A 55 FOOT WIDE

PERMANENT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 426, PAGE 56, AND 55 FOOT WIDE TEMPORARY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 418, PAGE 855, ALL 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.

AND:

PARCEL 5 (SARASOTA COUNTY PID NOS. 0362001010 AND 0364040002)

PARCEL 1A:

THE W 1/2 OF SW 1/4 OF SECTION 21, TOWNSHIP 38 SOUTH, RANGE 19 EAST, IN SARASOTA COUNTY, FLORIDA.

PARCEL 2B:

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

EASEMENT FOR ACCESS AS RECORDED IN OFFICIAL RECORDS BOOK 1317, PAGE 931, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

PARCEL 3C:

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 OFFICIAL RECORDS INSTRUMENT NO. 2010066284, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

AND:

PARCEL 6 (SARASOTA COUNTY PID NO. 0364040001)

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.

AND:

PARCEL 7

SBA TOWERS LEASE PARCEL (SARASOTA COUNTY PID NO. 0362001015)

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.

EXHIBIT B TO THE DEED

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2022 and subsequent years which are not yet due and payable.
2. Permanent Easement in favor of Sarasota County, a political subdivision of the State of Florida, recorded in Official Records Book 418, Page 852, Public Records of Sarasota County, Florida. (As to Parcels 1, 2, 3 and 4)
3. Temporary Easement in favor of Sarasota County, a political subdivision of the State of Florida, recorded in Official Records Book 418, Page 855, Public Records of Sarasota County, Florida. (As to Parcels 1, 2, 3 and 4)
4. Permanent Easement in favor of Sarasota County, a political subdivision of the State of Florida, recorded in Official Records Book 426, Page 56, Public Records of Sarasota County, Florida. (As to Parcel 4)
5. Terms, conditions, reservations and easements as set forth and created in that certain Warranty Deed recorded in Official Records Book 770, Page 797 and together with the Grant of Easement recorded in Official Records Book 1206, Page 502 and as affected by and together with the Permanent Easement Deed recorded in Official Records Book 2285, Page 1694, all of the Public Records of Sarasota County, Florida. (As to all parcels)
6. Reservations and easements as contained in that certain Deed recorded in Official Records Book 985, Page 683 and as corrected by Deed recorded in Official Records Book 1154, Page 1217, all of the Public Records of Sarasota County, Florida. (As to Parcels 1, 2, 3 and 5)
7. Limited access right of way and rights of ingress, egress, light, air and view as set forth and taken by the Order of Taking recorded in Official Records Book 1150, Page 931, Public Records of Sarasota County, Florida. (As to Parcels 1, 2, 3 and 5)
8. Grant of Easement recorded in Official Records Book 1308, Page 1192, Public Records of Sarasota County, Florida. (As to Parcels 3, 5 and 6)
9. Terms, conditions and non-exclusive perpetual easement for public access, drainage and utilities as set forth in that the Grant of Easement recorded in Official Records Book 1317, Page 931, Public Records of Sarasota County, Florida. (As to all parcels)
10. Easement across the Westerly 30.00 feet for road, street and utility purposes and uses as reserved in that certain Warranty Deed recorded in Official Records Book 1891, Page 2128, Public Records of Sarasota County, Florida. (As to Parcel 1)
11. Easement across the Westerly 30.00 feet for road, street and utility purposes and uses as reserved in that certain Warranty Deed recorded in Official Records Book 2050, Page 131, Public Records of Sarasota County, Florida. (As to Parcel 2)
12. Terms, conditions and non-exclusive Ingress, egress, drainage and utility easement as set forth and created in that certain Warranty Deed recorded in Official Records Book 2278, Page 536, Public Records of Sarasota County, Florida. (As to Parcels 3 and 4)
13. Non-exclusive ingress, egress, drainage and utility easement as set forth in that certain Warranty Deed recorded in Official Records Book 2285, Page 1698, Public Records of Sarasota County, Florida. (As to Parcels 2, 3 and 4)
14. Easement for Ingress and Egress recorded in Official Records Book 2671, Page 1901 and as corrected by that certain Corrective Easement for Ingress and Egress recorded in Official Records Book 2928, Page 70, all of the Public Records of Sarasota County, Florida. (As to Parcel 3)

15. Grant of Permanent Easement recorded in Official Records Book 2761, Page 1949, Public Records of Sarasota County, Florida. (As to Parcel 3)
16. Easement in favor of Florida Power & Light Company recorded in Official Records Instrument No. 2001044806, Public Records of Sarasota County, Florida. (As to Parcel 5)
17. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code and Resolution No. 2017-222 recorded in Official Records Instrument No. 2017157935, Public Records of Sarasota County, Florida. (As to Parcel 7)
18. Ordinance No. 2019-22 recorded in Official Records Instrument No. 2019132745, Public Records of Sarasota County, Florida. (As to all parcels)
19. Notice of Establishment of the Rustic Oaks Community Development District recorded July 26, 2021 in Official Records Instrument No. 2021137699, Public Records of Sarasota County, Florida. (As to all parcels)
20. Any liens created or levied pursuant to Chapter 190, Florida Statutes, relating to community development districts, which are not yet due and payable.

NOTICE OF COMMENCEMENT

STATE OF FLORIDA Permit No. _____
COUNTY OF SARASOTA Tax Folio No. _____

3/16/2023 3:27 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
LIFILE Receipt # 3000232

The undersigned hereby gives notice that improvements will be made to real property and in accordance with Section 713.13 of the Florida Statutes, the following information is provided in this NOTICE OF COMMENCEMENT.

Legal description of property (include street address, if available):
0 and 2940 Rustic Rd Nakomis FL 34275 (Parcel ID Numbers: 0364040002 and 0362001010)

This Space Reserved for Recording

General description of improvements: installation of a 6'H precast concrete wall with foundation

Owner: AG EHC II MULTI STATE 1 LLC
Address: 8585 E Hartford Dr., Ste.118 SCOTTSDALE AZ 85255
Owner's interest in site of the improvement: _____

Fee simple title holder (if other than owner): _____
Address: _____

Contractor: Signature Privacy Walls of FL, Inc.
Address: 4653 Linnet Street, New Port Richey, FL 34652

Surety: _____
Address: _____ Amount of Bond: _____

Any person making a loan for the construction of the improvements:
Name: _____
Address: _____

Person within the State of Florida designated by owner upon who notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes.
Name: _____
Address: _____

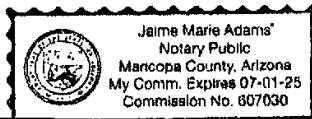
In addition to himself, owner designates _____ of _____ to receive a copy of Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.

Expiration date of Notice of Commencement (the expiration date is one year from the date of recording unless a different date is specified): _____

Steven S. Benson
Signature of Owner
Steven S. Benson, Manager of Essential Housing Asset Management, L.L.C., an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) Multi State 1, L.L.C.
Printed Name of Owner

The foregoing instrument was acknowledged before me this 15 day of March, 2023, by Steven S. Benson who is personally known to me or who has produced identification, and who did take an oath. _____ as

This document prepared by:



Jaime Marie Adams
Signature - Notary Public/Deputy Clerk
Printed Name Notary Public/Deputy Clerk