

PRE-ANNEXATION AGREEMENT

This Agreement is made this _____ day of _____, 2019 by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City") and FLYING FREE INVESTMENTS, LLC, a Florida limited liability company, RUSTIC ROAD PARTNERS, LLC, a Florida limited liability company, RONALD D. PERKINS, CAROLINE MARTIN, F/K/A/ CAROLINE CHADWICK, and PHILIP V. BURKET, Trustee of the PHILIP V. BURKET TRUST dated July 16, 2002 (hereinafter collectively referred to as "Owners" and considered together a "party"),

WHEREAS, the Owners own parcels of land comprising approximately three-hundred nineteen (319) acres located in Sarasota County, Florida which are more particularly described by the legal descriptions and maps attached hereto as Exhibit "A" (hereinafter together referred to as the "Subject Property"); and

WHEREAS, the Owners have jointly filed an annexation petition pursuant to Section 171.044, Florida Statutes, seeking to voluntarily annex and include the Subject Property within the corporate limits of the City; and

WHEREAS, this Agreement is a contract between the parties and shall not be construed as a development order or any form of development approval; and

WHEREAS, the City has determined that in the event the Subject Property is annexed into the City, it would best serve the public interest that it be annexed subject to the terms and conditions contained herein.

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

1. INTRODUCTORY CLAUSES. The above Whereas clauses are ratified and confirmed as true and correct.
2. CONDITION PRECEDENT. This Agreement shall not be binding or enforceable by either party unless and until the City duly adopts an ordinance annexing the Subject Property into the corporate limits of the City.
3. COMPREHENSIVE PLAN AND ZONING. The Subject Property currently has a Sarasota County Future Land Use designation of County-Rural and a Sarasota County zoning designation of Open Use Estate ("OUE"). The Owners shall petition the City to redesignate the Subject Property to a City Future Land Use category and rezone the Subject Property to a district or districts under the City Zoning Code concurrent with the City's consideration and adoption of an

ordinance annexing the property into the corporate limits of the City. No development orders shall be granted until the Subject Property is so redesignated and rezoned. With the exception of the matters set forth in Paragraph 4 hereof, following annexation, the Subject Property shall be subject to all codes, laws, ordinances, and regulations in force within the City.

4. PERMITTED USE OF SUBJECT PROPERTY. Bonafide agricultural uses are currently permitted on the Subject Property under the Sarasota County OUE zoning district. Upon the annexation of the Subject Property, such uses not otherwise permitted by the City Zoning Code shall be deemed to be permitted uses for the Subject Property, as such term is defined in the City Code of Ordinances, until the property is developed/redeveloped under the City Zoning Code. In addition, the Subject Property includes a planned cell tower. The City shall deem the cell tower a permitted use and will recognize existing Sarasota County development approvals to the extent they are provided to the City.
5. CONCURRENCY EVALUATION NOT MADE: NO RELIANCE OR, VESTED RIGHT. Nothing contained in this Agreement and no review of the impacts of the proposed development of the Subject Property upon public facilities and services which has occurred in the process of reviewing this annexation or in negotiating this Agreement shall be considered a determination that adequate public facilities will be available concurrent with the impacts of development of the Subject Property. The Owners acknowledge and agree that any such review of the impacts of development of the Subject Property shall offer no basis upon which the Owners may rely or upon which the Owners can assert that a vested property right has been created. It is specifically understood and agreed that a determination that adequate public facilities and services are available concurrent with the impacts of any proposed development must be made before any development order is granted in connection with the Subject Property.
6. EXPANSION OF WATER AND SEWER UTILITY INFRASTRUCTURE. At the time of development of the Subject Property, the Owners, or their successors and assigns, shall design, construct, and pay for installing, extending, sizing, and upsizing all offsite and onsite potable water, reclaimed water, and wastewater utility pipelines, and lift-stations necessary to serve the full buildout of the project. All such work shall be performed in accordance with plans and specifications approved through the City's construction permitting process and in accordance with the current version of the City standard details.. Fire flows shall be determined by the Fire Chief in coordination with the Utilities Director and City Engineer. Owner, or its successors and assigns, shall convey all potable water, reclaimed water, and wastewater pipelines and lift stations to the City or its designee together with such easements as may be required for access to and maintenance of said pipelines and appurtenances. Utilities conveyed to the City shall be

accepted for maintenance in accordance with all applicable state and local codes and policies which shall be applied to both onsite and offsite utility improvements.

7. ADDITIONAL REQUIREMENTS.

- A. Owners are required to provide, at their cost, all access to the site including roadways, utilities and common area improvements as approved by the Utilities Director and City Engineer.
- B. Internal roadways and stormwater facilities shall be designed and constructed at the expense of Owners. Internal roadways and stormwater facilities shall be privately owned and maintained.
- C. Owners shall dedicate, at no cost, one (1) 40'x40' potable water well site on the Subject Property, to the City along with all easements reasonably necessary to access, construct, and maintain the well site and transmission lines.
- D. Owner shall comply with all applicable requirements of the Amended and Restated Joint Planning and Interlocal Service Boundary Agreement between the City and Sarasota County, as amended.

8. WATER AND SEWER UTILITY CHARGES. Owners, or their respective successors and assigns, shall pay all water and sewer utility rates, fees, and charges, including any capital charges such as water plant capacity charges and sewer plant capacity charges, as determined by the City Code of Ordinances in effect at the time a building permit is issued for improvements that will be connected to the City's water and sewer utility systems.

9. IMPACT FEES. The City collects fire and law enforcement impacts fees as well as certain impact fees enacted by Sarasota County within the City. As applicable, development of the Subject Property shall be subject to such impact fees and may also become subject to additional impact fees adopted by Sarasota County or the City in the future.

10. ATTORNEY FEE REIMBURSEMENT. The Owners shall reimburse the City all monies paid by the City to the City Attorney for services rendered concerning the negotiation and preparation of this Agreement.

11. INDEMNITY. It is agreed that if the City shall accept and include the Owners' lands for inclusion within its corporate limits pursuant to the petition for annexation, the Owners shall and will indemnify and save the City harmless from all costs, including reasonable attorney's fees, that may be incurred by it in defending any and all litigation involving the validity of such annexation proceeding.

The Owners further covenant and agree to and with the City that if the contemplated annexation shall ultimately be held invalid by court proceedings or excluded from the City limits by future legislation, then if and to the extent that the City shall continue to supply water, sewer and other utility services to the Subject Property, it shall be entitled to charge at such rates as may be prescribed from time to time by the City for comparable services outside the corporate limits.

The Owners further covenant and agree, jointly and severally, to waive any claim for a refund of ad valorem taxes levied by and paid to the City on the Subject Property for any periods subsequent to the acceptance by the City of the Owners' petition for annexation and prior to the establishment of the invalidity thereof in the manner aforesaid.

12. DEFAULT. Upon the breach by either party of any term or condition of this Agreement, and upon the failure to cure same after thirty (30) days written notice from either party, then the non-defaulting party shall have the right to enforce same or to perform any such term or condition and recover the costs of same from the defaulting party. All suits or actions at law arising from the provisions, performance, or breach of this Agreement shall be brought, for State Court jurisdiction, in the Circuit Court for Sarasota County, Florida, South County Division, and for Federal Court jurisdiction, in the Middle Federal District Court of Florida, and no other jurisdictions.
13. ATTORNEY'S FEES. In the event of any default pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs from the other party, whether the same be incurred for negotiation, trial or appellate proceedings.
14. BINDING ON SUCCESSORS. The covenants contained herein shall run with the Subject Property and shall inure to the benefit of and be binding upon the respective successors, heirs, legal representatives and assigns of the parties to this Agreement.
15. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and cannot be changed or modified except by instrument in writing duly approved by both parties,
16. CONSTRUCTION OF AGREEMENT. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.
17. INCORPORATION INTO ORDINANCE. This Agreement shall be incorporated into and shall become a part of the ordinance annexing the Subject Property into the City.
18. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, any and all actions by the City in reliance upon this

Agreement may be voidable as determined by the City after notice to the Owners and public hearing.

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

CITY OF VENICE, FLORIDA

ATTEST:

John W. Holic, Mayor

Lori Stelzer, City Clerk

Approved By City Council

Date:_____

APPROVED AS TO FORM:

City Attorney

WITNESSES:

FLYING FREE INVESTMENTS, LLC

Print Name:_____

By: Sharon Carole
Its: Manager

Print Name:_____

WITNESSES:

RUSTIC ROAD PARTNERS, LLC

Print Name:_____

By: Stephen J. Rentz
Its: Manager

Print Name:_____

WITNESSES:

Print Name:_____

Print Name:_____

RONALD D. PERKINS

WITNESSES:

Print Name:_____

Print Name:_____

CAROLINE MARTIN

WITNESSES:

Print Name:_____

Print Name:_____

**PHILIP V. BURKET TRUST,
u/a/d July 16, 2002**

By: Philip V. Burket, Trustee

EXHIBIT "A"

SUBJECT PROPERTY LEGAL DESCRIPTION

FLYING FREE INVESTMENTS, LLC - PID # 0361-00-1002

DESCRIPTION:

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-IAYING: 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

DESCRIPTION:

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°30'155" 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 #s 0361-00-1001, 0361-00-1003 and 0361-00-1004

DESCRIPTION:

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

DESCRIPTION:

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

DESCRIPTION:

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) - PID # 0362-00-1015

DESCRIPTION:

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

DESCRIPTION:

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.

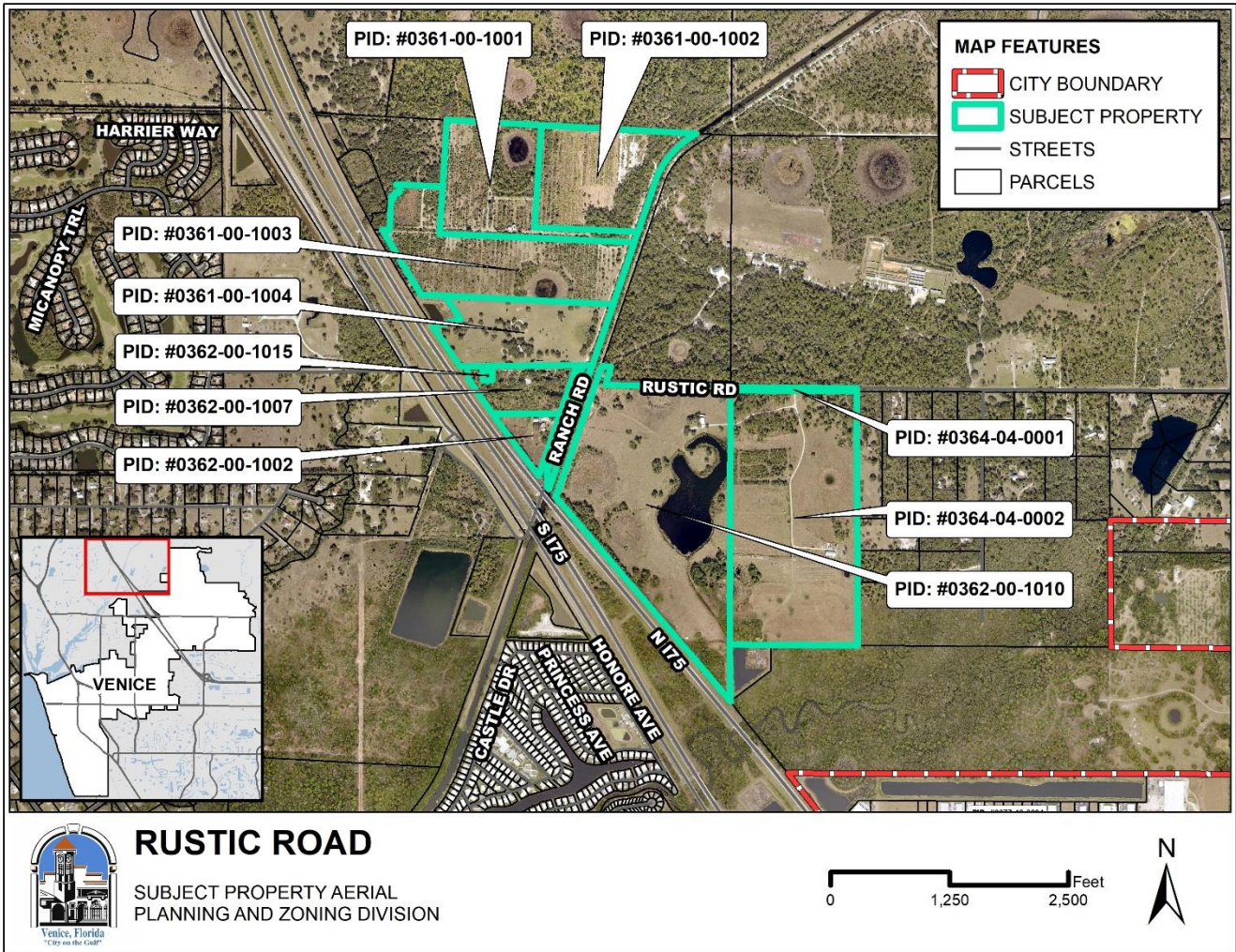
Parcel 2:

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.

LOCATION MAP



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