

Prepared By Daniel J. Perka, Esq.
Return to University Title Services, LLC
14400 Covenant Way
Lakewood Ranch FL 34202

Parcel ID: Portion of 5811.0000/5 and 5817.0010/9
Sales Price: \$4,575,142.00



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 29th day of October, 2018, by and between **SMR NORTHEAST, LLC**, a Florida limited liability company ("Grantor") whose address is 14400 Covenant Way, Lakewood Ranch, Florida 34202, and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34206 ("Grantee").

FEE TITLE CONVEYANCE

That the Grantor, in consideration of the sum of Ten Dollars and other valuable consideration paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, conveys and sells to Grantee, its successors and assigns forever the following described real property (the "Land") in Manatee County, Florida:

See **Exhibit A** attached hereto and incorporated herein.

To have and hold the Land in fee simple forever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor does hereby warrant title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is subject to taxes for 2018 not yet due and payable, and to the Permitted Exceptions listed on **Exhibit B** attached hereto and incorporated herein.

This conveyance is further subject to the following rights that are retained by Grantor and the restrictions set forth below (collectively, "Restrictions"). The term "Grantor" as used below includes the successors and assigns of Grantor. The Restrictions shall be binding upon Grantee and its successors and assigns of the Grantee and shall run with the Land. Grantor hereby assigns all rights to enforce and modify the Restrictions to its ultimate corporate parent entity, Schroeder-Manatee Ranch, Inc., a Delaware corporation ("SMR"), whose current notice address is 14400 Covenant Way, Lakewood Ranch, FL 34202.

1. Use Restriction. For a period of ten (10) years after the date of this Deed, the Land shall be used only for public purposes and shall not be resold without the prior written consent of Grantor.

2. Water Rights. No well shall be installed or used on the Land. No water shall be withdrawn from any lake that is not located entirely on the Land and is not designated by Braden River Utilities, LLC as an irrigation water storage lake. For purposes of Chapter 712, Florida Statutes, the foregoing restrictions are perpetual restrictions running with the Land that shall be deemed recorded pursuant to Chapter 403, Florida Statutes, as requirements imposed by the Florida Department of Environmental Protection to protect the public water supply in conjunction with the issuance of permits for injection of reclaimed water in proximity to the Land.

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BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

3. Retained Utility Easement. Grantor hereby retains, for itself and its successors and assigns, a non-exclusive utility easement over the portion of the Land that lies within twenty (20) feet of the southerly right-of-way line of Rangeland Parkway. Grantor may install, maintain, repair and replace utility facilities therein and may permit third party utility companies to do the same. Following any entry of the easement area, the entrant shall restore the surface and its landscaping to reasonably the same condition as existed prior to the entry. Grantor may utilize said easement area for purposes not inconsistent with the use of the area as a utility easement. Grantor shall indemnify, defend and hold Grantee harmless against third party claims for death, injury or property damage caused by any such entry or the presence of the facilities therein.

4. Enforcement. The provisions of this Deed shall inure to the benefit of SMR, its successors and assigns, provided that no party other than SMR or its successors and assigns shall have authority to enforce same.

5. Remedies for Violations. In addition to all other remedies at law or in equity, SMR or any successor in interest to SMR, may, following written notice of breach to Grantee and Grantee's failure to cure the breach within one hundred twenty (120) days, enforce these restrictions and any condition, restriction or covenant herein contained, except as the same may have been modified or released by SMR, at law or in equity to (a) enjoin a violation hereof or (b) compel compliance herewith by action for specific performance or mandatory injunction. If a judgment or decree is entered against any owner for a violation of these restrictions, conditions or covenants, then such party shall pay to the party bringing said action all costs, expenses and reasonable attorneys' fees incurred by the plaintiff in connection with such action, and such judgment or decree shall include such sums.

6. Notices. All notices to be delivered by Grantor, SMR or Grantee to the other hereunder shall be in writing, delivered by certified mail, return receipt requested or by commercial overnight courier providing proof of delivery, and addressed to the addresses of the parties listed above or to such other address established by subsequent notice.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument as of the day and year first above written.

WITNESSES:

David J. Penka
Print Name: DANIEL J. PENKA

Deborah S. Byerly
Print Name: Deborah S. Byerly

GRANTOR:

SMR NORTHEAST, LLC,
a Florida limited liability company
By its sole Member
Schroeder-Manatee Ranch, Inc.,
a Delaware corporation

By: *Rex E. Jensen*
Name: Rex E. Jensen
As its: President

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 26 day of October, 2018, by Rex E. Jensen, President of Schroeder-Manatee Ranch, Inc., a Delaware corporation, the sole member of SMR Northeast, LLC, a Florida limited liability company, on behalf of the limited liability company.

Such person [] is personally known to me or [] has produced N/A as identification. If no type of identification is indicated, the above-named persons are personally known to me.

[Notary Seal]



Deborah A. Cooper
Notary Public

Deborah A. Cooper
Printed Name

DEED EXHIBIT A
DESCRIPTION OF THE LAND

A tract of land lying in Sections 11 & 14, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

BEGIN at the northernmost corner of that parcel described as the SMR NORTHEAST LLC TRACT recorded in Official Records Book 2706, Page 2529 of the Public Records of Manatee County, Florida, said point also being a point on the southerly right-of-way line of Rangeland Parkway, a 120-foot right-of-way, conveyed to Lakewood Ranch Stewardship District in Special Warranty Deed dated 9/04/2018 and recorded in Official Record Book 2746, Page 3274 of said Public Records; the following six (6) calls are along the southerly right-of-way line of Rangeland Parkway: (1) thence N.51°00'32"E., a distance of 1,068.60 feet to the point of curvature of a curve to the right having a radius of 2,040.00 feet and a central angle of 38°43'30"; (2) thence easterly along the arc of said curve, a distance of 1,378.79 feet to the point of tangency of said curve; (3) thence N.89°44'02"E., a distance of 58.68 feet; (4) thence S.00°15'58"E., a distance of 12.00 feet; (5) thence N.89°44'02"E., a distance of 476.32 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 89°54'29"; (6) thence southeasterly along the arc of said curve, a distance of 39.23 feet to the end of said curve; the following three (3) calls are along the westerly right-of-way line of Uihlein Road, a 120-foot right-of-way, conveyed to Lakewood Ranch Stewardship District in said Special Warranty Deed dated 9/04/2018 and recorded in Official Records Book 2746, Page 3274 of said Public Records: (1) thence S.00°15'58"E., along a line non-tangent to the previously described curve, a distance of 103.77 feet to the point of curvature of a curve to the left having a radius of 1,590.00 feet and a central angle of 18°12'16"; (2) thence southerly along the arc of said curve, a distance of 505.19 feet to the point of reverse curvature of a curve to the right having a radius of 1,470.00 feet and a central angle of 15°46'10"; (3) thence southerly along the arc of said curve, a distance of 404.59 feet to the end of said curve; thence N.82°26'37"W. along a line non-tangent to the previously described curve, a distance of 60.19 feet; thence N.73°55'19"W., a distance of 94.17 feet; thence S.76°36'17"W., a distance of 69.52 feet; thence S.86°08'24"W., a distance of 55.82 feet; thence S.84°53'10"W., a distance of 45.43 feet; thence S.89°59'19"W., a distance of 49.18 feet; thence S.80°56'15"W., a distance of 130.41 feet; thence N.89°24'52"W., a distance of 74.45 feet; thence S.66°51'11"W., a distance of 102.83 feet; thence S.36°38'52"W., a distance of 109.09 feet; thence S.32°12'48"W., a distance of 45.10 feet; thence N.65°05'27"W., a distance of 7.08 feet; thence S.56°20'38"W., a distance of 508.26 feet; thence S.22°53'29"W., a distance of 62.68 feet; thence S.40°46'15"E., a distance of 30.18 feet; thence S.26°12'57"W., a distance of 74.38 feet; thence S.53°31'58"W., a distance of 34.37 feet; thence S.46°08'23"W., a distance of 60.38 feet; thence S.45°11'05"W., a distance of 28.65 feet; thence S.86°37'33"W., a distance of 13.10 feet; thence N.55°35'40"W., a distance of 124.61 feet; thence S.62°52'28"W., a distance of 104.51 feet; thence S.31°09'11"W., a distance of 49.11 feet; thence S.72°21'55"W., a distance of 67.78 feet; thence S.48°30'31"E., a distance of 39.55 feet; thence S.40°27'05"W., a distance of 182.51 feet to the point of curvature of a curve to the left

having a radius of 367.67 feet and a central angle of $43^{\circ}16'50''$; thence southerly along the arc of said curve, a distance of 277.73 feet to the point of tangency of said curve; thence $S.02^{\circ}49'45''E.$, a distance of 111.19 feet to the easternmost corner of abovementioned parcel described as the SMR NORTHEAST LLC TRACT, recorded in Official Records Book 2706, Page 2529 of said Public Records; thence $N.41^{\circ}47'05''W.$ along the northeast line of said parcel, a distance of 1,558.19 feet to the POINT OF BEGINNING.

Said tract contains 3,239,941 square feet or 74.3788 acres, more or less.

DEED EXHIBIT B
PERMITTED EXCEPTIONS

Notice of Creation and Establishment of the Lakewood Ranch Stewardship District recorded in O.R. Book 2049, Page 5165, Amended in O.R. Book 2319, Page 3957, O.R. Book 2319, Page 3962, O.R. Book 2730, Page 1675 and O.R. Book 2730, Page 3427, of the Public Records of Manatee County, Florida.

Final Judgment for the Validation of Lakewood Ranch Stewardship District Special Assessment Revenue Bonds recorded in O.R. Book 2088, Page 4065, of the Public Records of Manatee County, Florida.

Interlocal Agreement between Manatee County and the Lakewood Ranch Stewardship District recorded in O.R. Book 2059, Page 2854, of the Public Records of Manatee County, Florida.

Corrective Declaration of Restrictive Covenants recorded in O.R. Book 2687, Page 6466, of the Public Records of Manatee County, Florida.

Lakewood Ranch Stewardship District Notice of Special Assessments and Government Lien of Record (Northeast Sector Project) recorded in O.R. Book 2697, Page 6592, of the Public Records of Manatee County, Florida.

Declaration of Consent to the Jurisdiction of the Lakewood Ranch Stewardship District and to Imposition of Special Assessments (Northeast Sector Project- Master Assessment Lien) recorded in O.R. Book 2697, Page 6609, of the Public Records of Manatee County, Florida.

Lakewood Ranch Stewardship District Notice of Series 2017 Special Assessments (Northeast Sector Project-Bond Anticipation Notes, Series 2017) and Government Lien of Record recorded in O.R. Book 2697, Page 6626, of the Public Records of Manatee County, Florida.

Northeast Quadrant Local Development Agreement recorded in O.R. Book 2717, Page 6444, of the Public Records of Manatee County, Florida.

Notice to Purchasers (Reservation of Rights to Impact Fee Credits) recorded in O.R. Book 2724, Page 4441, of the Public Records of Manatee County, Florida.

Easement in favor of Peace River Electric Cooperative, Inc., recorded in O.R. Book 2729, Page 799, of the Public Records of Manatee County, Florida.

PREPARED BY Daniel J. Perka, Esq.
RETURN TO University Title Services
14400 Covenant Way
Lakewood Ranch, FL 34202



GRANT OF ACCESS EASEMENT

THIS GRANT OF ACCESS EASEMENT (the "Easement Grant"), is made this 29th day of October, 2018, by **LAKWOOD RANCH STEWARDSHIP DISTRICT**, a Florida independent special district created by Local Bill No. 1429, codified at Chapter 2005-338, Laws of Florida ("Grantor") in favor of **MANATEE COUNTY**, a political subdivision of the State of Florida ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of that certain real property located in Manatee County, Florida, consisting of the right-of-way of the future Rangeland Parkway between Lorraine Road and the future Uihlein Road, as more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Easement Area"), upon which Grantor is constructing roadway facilities; and

WHEREAS, Grantee has purchased that certain real property located in Manatee County, Florida as more particularly described in **Exhibit B** attached hereto and incorporated herein ("Grantee's Parcel"); and

WHEREAS, Grantee desires to obtain a non-exclusive easement over the Easement Area to provide legal ingress, egress, and access to and from Grantee's Parcel and Lorraine Road; and

WHEREAS, Grantor is willing to grant such easement rights on the terms and conditions specified herein;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein.

2. **Easement Conveyance.** Grantor does hereby grant, bargain, sell, transfer, and convey unto Grantee a non-exclusive easement on, over, upon, across, and through the Easement Area for ingress, egress, and access to and from Grantee's Parcel and Lorraine Road (the "Easement"). The Easement is appurtenant to and shall run with the title to Grantee's Parcel.

3. **Purpose of Easement.** The purpose of the Easement is to provide Grantee and its employees, agents, representatives, contractors, invitees, successors,

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transferees, and assigns the right to use the Easement Area for and as a means of ingress, egress, and access to and from Grantee's Parcel and Lorraine Road.

4. **Reservation of Rights.** Grantor reserves the right, during its ownership of record fee simple title of the Easement Area, to use the Easement Area for purposes not inconsistent with this Easement Grant, to undertake and perform construction of road and utility improvements therein, and to grant additional non-exclusive easements on, over, upon, across, and through the Easement Area that do not materially interfere with the exercise of the rights herein granted to Grantee and its successors and assigns, without the consent or joinder of Grantee or any other persons whomsoever or whatsoever. The reservation of such rights by Grantor shall run with the fee simple title to the Easement Area and shall pass to Grantor's successor in title upon conveyance until terminated as provided for herein.

5. **Runs with the Land.** It is intended that the Easement shall run with the land and create an equitable servitude over the Easement Area in favor of Grantee's Parcel.

6. **Governing Law.** The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Easement Grant, with venue situate in Manatee County, Florida.

7. **Termination.** This Easement Grant shall automatically terminate upon the dedication of the Easement Area to the public or the conveyance of the Easement Area to Grantee.

8. **Public Records.** All documents of any kind provided by Grantor to Grantee or by Grantee to Grantor in connection with this Agreement are public records and shall be treated as such pursuant to Section 119, Florida Statutes, or other applicable public records law.

9. **No Waiver.** Nothing in this Easement Grant shall constitute or be construed as a waiver of Grantor's or Grantee's limitations on liability contained in Section 768.28, Florida Statutes, or other applicable law limiting the liability of Grantor or Grantee.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative as of the date first set forth above.

Witnesses:

[Signature]
Print name: DANIEL J. PERNA

[Signature]
Print name: Deborah S. Byerly

GRANTOR:

LAKWOOD RANCH STEWARDSHIP DISTRICT,
a Florida independent special district

By: *[Signature]*
Rex E. Jensen
Its: Chairman

STATE OF FLORIDA)
)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 26 day of OCTOBER, 2018, by Rex E. Jensen, Chairman of Lakewood Ranch Stewardship District. Said person is personally known to me or has produced N/A as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
Print Name: Deborah A. Cooper
Notary Public: State of Florida
My Commission Number: _____
My Commission Expires: _____

(Notary Seal)



EXHIBIT A
THE EASEMENT AREA

RANGELAND PARKWAY

A tract of land lying in Sections 11, 12, 14 & 15, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

COMMENCE at the southeast corner of said Section 12; thence N.00°12'04"E. along the east line of said Section 12, a distance of 1,035.69 feet; thence N.89°47'56"W., a distance of 180.62 feet to the POINT OF BEGINNING, said point being the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 89°59'45"; thence northwesterly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of N.44°48'05"W., 35.35 feet, to the point of tangency of said curve; thence N.89°47'57"W., a distance of 1,370.42 feet to the point of curvature of a curve to the right having a radius of 1,060.00 feet and a central angle of 35°22'50"; thence Westerly along the arc of said curve, a distance of 654.56 feet to the point of reverse curvature of a curve to the left having a radius of 1,440.00 feet and a central angle of 41°07'08"; thence Westerly along the arc of said curve, a distance of 1,033.43 feet to the point of tangency of said curve; thence S.84°27'46"W., a distance of 895.75 feet to the point of curvature of a curve to the left having a radius of 1,440.00 feet and a central angle of 37°14'00"; thence Southwesterly along the arc of said curve, a distance of 935.77 feet to the point of tangency of said curve; thence S.47°13'46"W., a distance of 832.86 feet to the point of curvature of a curve to the right having a radius of 1,060.00 feet and a central angle of 42°30'16"; thence Westerly along the arc of said curve, a distance of 786.35 feet to the point of tangency of said curve; thence S.89°44'02"W., a distance of 578.98 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00"; thence Southwesterly along the arc of said curve, a distance of 39.27 feet to the end of said curve; thence S.89°44'02"W., a distance of 120.00 feet to the point of curvature of a non-tangent curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00"; thence Northwesterly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of N.45°15'58"W., 35.36 feet, to the point of tangency of said curve; thence S.89°44'02"W., a distance of 535.00 feet to the point of curvature of a curve to the left having a radius of 2,040.00 feet and a central angle of 38°43'30"; thence Westerly along the arc of said curve, a distance of 1,378.79 feet to the point of tangency of said curve; thence S.51°00'32"W., a distance of 1,748.68 feet to the point of curvature of a curve to the right having a radius of 3,060.00 feet and a central angle of 39°24'05"; thence Westerly along the arc of said curve, a distance of 2,104.31 feet to the point of tangency of said curve; thence N.89°35'23"W., a distance of 2,388.82 feet to the point of curvature of a curve to the left having a radius of 50.00 feet and a central angle of 90°30'11"; thence Southwesterly along the arc of said curve, a distance of 78.98 feet to the end of said curve and a point on the west line of Premises described in Special Warranty Deed dated October 16, 2017, recorded in Official Record Book 2697, Page 1663, Public Records of Manatee County, Florida, said line being referred to as the easterly right-of-way of Lorraine Road, as recorded in

Manatee County Road Plat Book 5, Page 190 of said Public Records; thence N.00°05'34"W. along the west line of said Premises, a distance of 190.12 feet the northwest corner of said Premises described in Official Record Book 2697, Page 1663; thence S.89°31'20"E., along the northerly line of said Premises, a distance of 9.99 feet to the point of curvature of a non-tangent curve to the left, having a radius of 50.00 feet and a central angle of 52°38'22"; thence Southeasterly along the arc of said curve, a distance of 45.94 feet, said curve having a chord bearing and distance of S.63°16'12"E., 44.34 feet, to the point of tangency of said curve; thence S.89°35'23"E., a distance of 2,390.76 feet to the point of curvature of a curve to the left having a radius of 2,940.00 feet and a central angle of 39°24'05"; thence Easterly along the arc of said curve, a distance of 2,021.79 feet to the point of tangency of said curve; thence N.51°00'32"E., a distance of 1,748.68 feet to the point of curvature of a curve to the right having a radius of 2,160.00 feet and a central angle of 38°43'30"; thence Easterly along the arc of said curve, a distance of 1,459.89 feet to the point of tangency of said curve; thence N.89°44'02"E., a distance of 535.00 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00"; thence Northeasterly along the arc of said curve, a distance of 39.27 feet to the end of said curve; thence N.89°44'02"E., a distance of 120.00 feet to the point of curvature of a non-tangent curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00"; thence Southeasterly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of S.45°15'58"E., 35.36 feet, to the point of tangency of said curve; thence N.89°44'02"E., a distance of 578.98 feet to the point of curvature of a curve to the left having a radius of 940.00 feet and a central angle of 42°30'16"; thence Easterly along the arc of said curve, a distance of 697.33 feet to the point of tangency of said curve; thence N.47°13'46"E., a distance of 832.86 feet to the point of curvature of a curve to the right having a radius of 1,560.00 feet and a central angle of 37°14'00"; thence Northeasterly along the arc of said curve, a distance of 1,013.75 feet to the point of tangency of said curve; thence N.84°27'46"E., a distance of 895.75 feet to the point of curvature of a curve to the right having a radius of 1,560.00 feet and a central angle of 41°07'08"; thence Easterly along the arc of said curve, a distance of 1,119.55 feet to the point of reverse curvature of a curve to the left having a radius of 940.00 feet and a central angle of 35°22'50"; thence Easterly along the arc of said curve, a distance of 580.46 feet to the point of tangency of said curve; thence S.89°47'57"E., a distance of 1,370.41 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'15"; thence Northeasterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve; thence S.00°11'48"W., a distance of 170.00 feet to the POINT OF BEGINNING.

Said tract contains 1,866,520 square feet or 42.8494 acres, more or less.

LESS AND EXCEPT: The portion of the foregoing tract that is located east of the westerly right-of-way line of the future Uihlein Road.

TOGETHER WITH A TURN LANE DESCRIBED AS FOLLOWS:

A tract of land lying in Section 11, Township 35 South, Range 19 East, Manatee

County, Florida, being more particularly described as follows:

COMMENCE at the southeast corner of said Section 12; thence N.00°12'04"E. along the east line of said Section 12, a distance of 1,035.69 feet; thence N.89°47'56"W., a distance of 180.62 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 89°59'45"; thence northwesterly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of N.44°48'05"W., 35.35 feet, to the point of tangency of said curve; thence N.89°47'57"W., a distance of 1,370.42 feet to the point of curvature of a curve to the right having a radius of 1,060.00 feet and a central angle of 35°22'50"; thence Westerly along the arc of said curve, a distance of 654.56 feet to the point of reverse curvature of a curve to the left having a radius of 1,440.00 feet and a central angle of 41°07'08"; thence Westerly along the arc of said curve, a distance of 1,033.43 feet to the point of tangency of said curve; thence S.84°27'46"W., a distance of 895.75 feet to the point of curvature of a curve to the left having a radius of 1,440.00 feet and a central angle of 37°14'00"; thence Southwesterly along the arc of said curve, a distance of 935.77 feet to the point of tangency of said curve; thence S.47°13'46"W., a distance of 832.86 feet to the point of curvature of a curve to the right having a radius of 1,060.00 feet and a central angle of 42°30'16"; thence Westerly along the arc of said curve, a distance of 786.35 feet to the point of tangency of said curve; thence S.89°44'02"W., a distance of 578.98 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00"; thence Southwesterly along the arc of said curve, a distance of 39.27 feet to the end of said curve; thence S.89°44'02"W., a distance of 120.00 feet to the POINT OF BEGINNING; thence S.00°15'58"E., a distance of 11.96 feet to the point of curvature of a non-tangent curve to the left, having a radius of 25.00 feet and a central angle of 89°54'29"; thence Northwesterly along the arc of said curve, a distance of 39.23 feet, said curve having a chord bearing and distance of N.45°18'44"W., 35.33 feet, to the point of tangency of said curve; thence S.89°44'02"W., a distance of 476.32 feet; thence N.00°15'58"W., a distance of 12.00 feet; thence N.89°44'02"E., a distance of 476.32 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; thence Southeasterly along the arc of said curve, a distance of 39.27 feet to the POINT OF BEGINNING.

Said tract contains 6,016 square feet or 0.1381 acres, more or less

**EXHIBIT B
GRANTEE'S PARCEL**

A tract of land lying in Sections 11 & 14, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

BEGIN at the northernmost corner of that parcel described as the SMR NORTHEAST LLC TRACT recorded in Official Records Book 2706, Page 2529 of the Public Records of Manatee County, Florida, said point also being a point on the southerly right-of-way line of Rangeland Parkway, a 120-foot right-of-way, conveyed to Lakewood Ranch Stewardship District in Special Warranty Deed dated 9/04/2018 and recorded in Official Record Book 2746, Page 3274 of said Public Records; the following six (6) calls are along the southerly right-of-way line of Rangeland Parkway: (1) thence N.51°00'32"E., a distance of 1,068.60 feet to the point of curvature of a curve to the right having a radius of 2,040.00 feet and a central angle of 38°43'30"; (2) thence easterly along the arc of said curve, a distance of 1,378.79 feet to the point of tangency of said curve; (3) thence N.89°44'02"E., a distance of 58.68 feet; (4) thence S.00°15'58"E., a distance of 12.00 feet; (5) thence N.89°44'02"E., a distance of 476.32 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 89°54'29"; (6) thence southeasterly along the arc of said curve, a distance of 39.23 feet to the end of said curve; the following three (3) calls are along the westerly right-of-way line of Uihlein Road, a 120-foot right-of-way, conveyed to Lakewood Ranch Stewardship District in said Special Warranty Deed dated 9/04/2018 and recorded in Official Records Book 2746, Page 3274 of said Public Records: (1) thence S.00°15'58"E., along a line non-tangent to the previously described curve, a distance of 103.77 feet to the point of curvature of a curve to the left having a radius of 1,590.00 feet and a central angle of 18°12'16"; (2) thence southerly along the arc of said curve, a distance of 505.19 feet to the point of reverse curvature of a curve to the right having a radius of 1,470.00 feet and a central angle of 15°46'10"; (3) thence southerly along the arc of said curve, a distance of 404.59 feet to the end of said curve; thence N.82°26'37"W. along a line non-tangent to the previously described curve, a distance of 60.19 feet; thence N.73°55'19"W., a distance of 94.17 feet; thence S.76°36'17"W., a distance of 69.52 feet; thence S.86°08'24"W., a distance of 55.82 feet; thence S.84°53'10"W., a distance of 45.43 feet; thence S.89°59'19"W., a distance of 49.18 feet; thence S.80°56'15"W., a distance of 130.41 feet; thence N.89°24'52"W., a distance of 74.45 feet; thence S.66°51'11"W., a distance of 102.83 feet; thence S.36°38'52"W., a distance of 109.09 feet; thence S.32°12'48"W., a distance of 45.10 feet; thence N.65°05'27"W., a distance of 7.08 feet; thence S.56°20'38"W., a distance of 508.26 feet; thence S.22°53'29"W., a distance of 62.68 feet; thence S.40°46'15"E., a distance of 30.18 feet; thence S.26°12'57"W., a distance of 74.38 feet; thence S.53°31'58"W., a distance of 34.37 feet; thence S.46°08'23"W., a distance of 60.38 feet; thence S.45°11'05"W., a distance of 28.65 feet; thence S.86°37'33"W., a distance of 13.10 feet; thence N.55°35'40"W., a distance of 124.61 feet; thence S.62°52'28"W., a distance of 104.51 feet; thence S.31°09'11"W., a distance of 49.11

feet; thence S.72°21'55"W., a distance of 67.78 feet; thence S.48°30'31"E., a distance of 39.55 feet; thence S.40°27'05"W., a distance of 182.51 feet to the point of curvature of a curve to the left having a radius of 367.67 feet and a central angle of 43°16'50"; thence southerly along the arc of said curve, a distance of 277.73 feet to the point of tangency of said curve; thence S.02°49'45"E., a distance of 111.19 feet to the easternmost corner of abovementioned parcel described as the SMR NORTHEAST LLC TRACT, recorded in Official Records Book 2706, Page 2529 of said Public Records; thence N.41°47'05"W. along the northeast line of said parcel, a distance of 1,558.19 feet to the POINT OF BEGINNING.

Said tract contains 3,239,941 square feet or 74.3788 acres, more or less.

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - November 27, 2018

November 27, 2018 - Regular Meeting
Agenda Item #48

Approved in Open Session 11/27/18
Manatee County
Board of County Commissioners

Subject

Special Warranty Deed from SMR Northeast, LLC, for the Premier Sports Campus Option Acquisition

Briefings

None

Contact and/or Presenter Information

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department, Extension 3439

Charles Meador, Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6289

Action Requested

recorded

- Accept Special Warranty Deed from SMR Northeast, LLC; and
- Accept Grant of Access Easement from Lakewood Ranch Stewardship District.

Enabling/Regulating Authority

Florida Statutes, Chapter 125, County Government

Background Discussion

- On September 11, 2018, the Board of County Commissioners executed Amendment One to Option Agreement for Premier Sports Campus with SMR Northeast, LLC.
- On October 23, 2018, the Board of County Commissioners adopted Resolution R-18-161 and executed a Drainage Easement Agreement between Manatee County and Lakewood Ranch Stewardship District.
- The real estate transaction has closed. This agenda is to accept the Warranty Deed and Grant of Access Easement in Board Records only.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please notify Charles Meador at Charles.meador@mymanatee.org of this approved agenda item.

This agenda item is for Board Records only. The Deed and Easement subject to this agenda have been recorded in Official Records.

Distributed 11/28/18, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Special Warranty Deed.pdf](#)

Attachment: [Grant of Access Easement.pdf](#)

Attachment: [Owner's Policy.pdf](#)

Attachment: [Location Map.pdf](#)



OWNER'S POLICY OF TITLE INSURANCE (with Florida Modifications)

Policy Number **OXFL-08719457**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

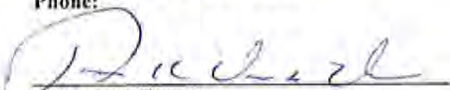
COVERED RISKS


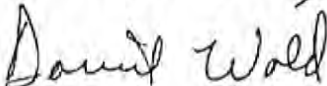
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Issued through the Office of:
University Title Services, LLC
14400 Covenant Way
Lakewood Ranch, FL 34202
Phone:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signature

By  President
Attest  Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.-

2. CONTINUATION OF INSURANCE

- (a) The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



SCHEDULE A

Name and Address of Title Insurance Company:
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
400 Second Avenue South
Minneapolis, MN 55401-2499

ORT File No.: 18106188

Policy Number: OXFL-08719457

Agent File No.: 2018015085

Address Reference: xxxx Lakewood Ranch, Florida

Amount of Insurance: \$4,575,142.00

Premium: \$14,013.00

Date of Policy: October 31, 2018 at 01:21 pm

1. Name of Insured:

Manatee County, a political subdivision of the State of Florida

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Manatee County, a political subdivision of the State of Florida

4. The Land referred to in this Policy is described as follows:

See Attached Legal Description

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes: encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
2. Rights or claims of parties in possession.
3. Construction, Mechanic's, Contractor's or Materialmen's lien claims, if any, where no notice thereof appears of record.
4. Easements or claims of easements not shown by the public records.
5. General or special taxes and assessments required to be paid in the year 2018, and subsequent years, which are not yet due and payable.
6. Notice of Creation and Establishment of the Lakewood Ranch Stewardship District recorded in O.R. Book 2049, Page 5165, Amended in O.R. Book 2319, Page 3957, O.R. Book 2319, Page 3962, O.R. Book 2730, Page 1675 and O.R. Book 2730, Page 3427, of the Public Records of Manatee County, Florida.
7. Final Judgment for the Validation of Lakewood Ranch Stewardship District Special Assessment Revenue Bonds recorded in O.R. Book 2088, Page 4065, of the Public Records of Manatee County, Florida.
8. Interlocal Agreement between Manatee County and the Lakewood Ranch Stewardship District recorded in O.R. Book 2059, Page 2854, of the Public Records of Manatee County, Florida.
9. Corrective Declaration of Restrictive Covenants recorded in O.R. Book 2687, Page 6466, of the Public Records of Manatee County, Florida.
10. Lakewood Ranch Stewardship District Notice of Special Assessments and Government Lien of Record (Northeast Sector Project) recorded in O.R. Book 2697, Page 6592, of the Public Records of Manatee County, Florida.
11. Declaration of Consent to the Jurisdiction of the Lakewood Ranch Stewardship District and to Imposition of Special Assessments (Northeast Sector Project- Master Assessment Lien) recorded in O.R. Book 2697, Page 6609, of the Public Records of Manatee County, Florida.
12. Lakewood Ranch Stewardship District Notice of Series 2017 Special Assessments (Northeast Sector Project-Bond Anticipation Notes, Series 2017) and Government Lien of Record recorded in O.R. Book 2697, Page 6626, of the Public Records of Manatee County, Florida.
13. Northeast Quadrant Local Development Agreement recorded in O.R. Book 2717, Page 6444, of the Public Records of Manatee County, Florida.

14. Notice to Purchasers (Reservation of Rights to Impact Fee Credits) recorded in O.R. Book 2724, Page 4441, of the Public Records of Manatee County, Florida.
15. Easement in favor of Peace River Electric Cooperative, Inc., recorded in O.R. Book 2729, Page 799, of the Public Records of Manatee County, Florida.
16. Restrictions, easements and other matters contained in Deed from SMR Northeast, LLC, a Florida limited liability company to Manatee County, a political subdivision of the State of Florida recorded in O.R. Book 2754, Page 2161 of the Public records of Manatee County, Florida.
17. Terms and Conditions of Grant of Access Easement from Lakewood Ranch Stewardship District, a Florida independent special district, in favor of Manatee County, a political subdivision of the State of Florida recorded in O.R. Book 2754, Page 2167 of the Public Records of Manatee County, Florida.
18. Drainage Easement Agreement by Manatee County, a political subdivision of the State of Florida in favor of Lakewood Ranch Stewardship District recorded in O.R. Book 2754, Page 2175 of the Public Records of Manatee County, Florida.

NOTE: Recorded Notice of Environmental Resource Permits recorded in O.R. Book 2730, Page 1823 and O.R. Book 2742, Page 7367, of the Public Records of Manatee County, Florida.

NOTE: This policy does not insure that the insured Lands comprise any specific quantity of acreage, square footage, or volume.

Note: Items 1 through 4 listed above are hereby deleted.

EXHIBIT A

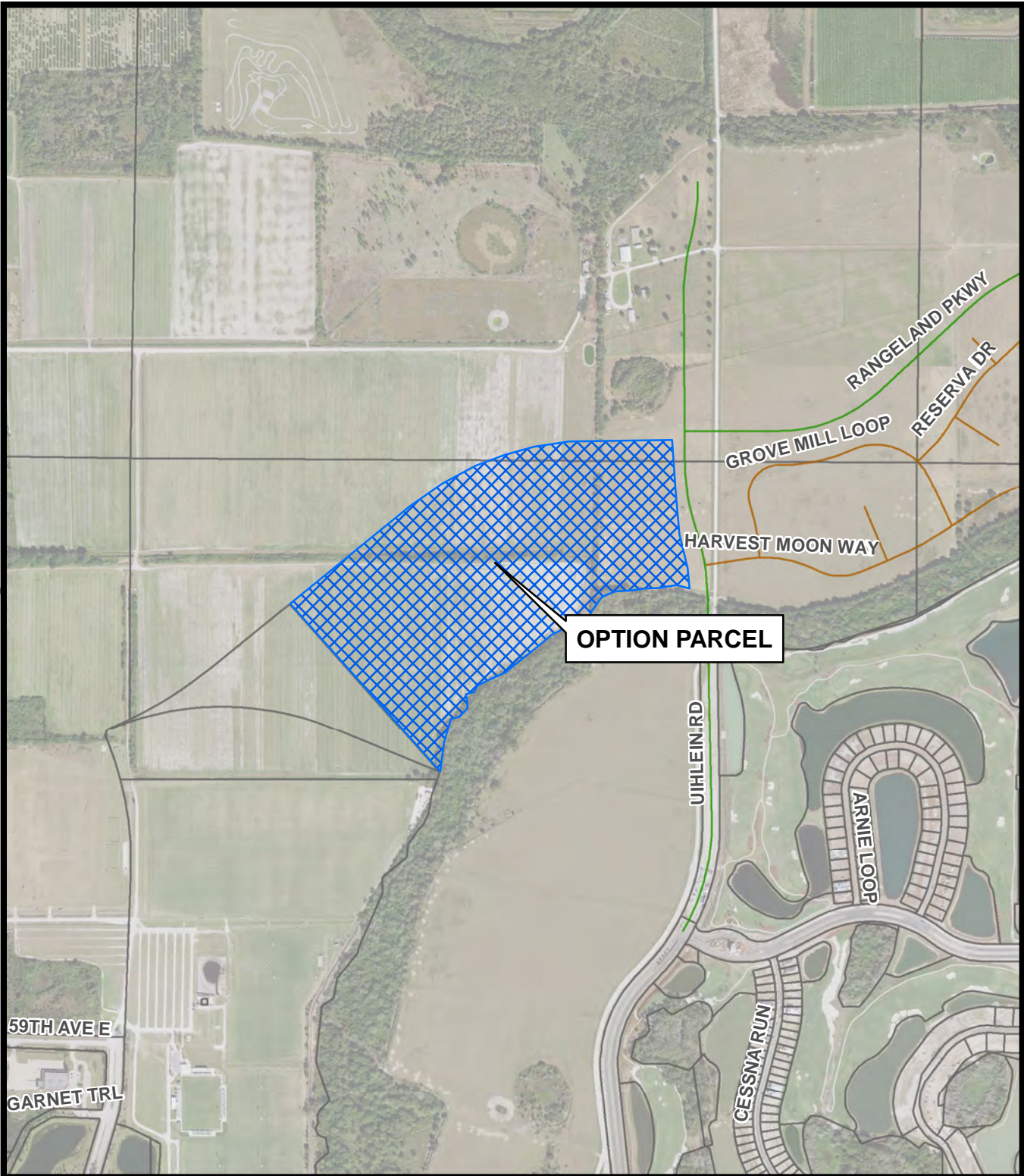
DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Sections 11 & 14, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

BEGIN at the northernmost corner of that parcel described as the SMR NORTHEAST LLC TRACT recorded in Official Records Book 2706, Page 2529 of the Public Records of Manatee County, Florida, said point also being a point on the southerly right-of-way line of Rangeland Parkway, a 120-foot right-of-way, conveyed to Lakewood Ranch Stewardship District in Special Warranty Deed dated 9/04/2018 and recorded in Official Record Book 2746, Page 3274 of said Public Records; the following six (6) calls are along the southerly right-of-way line of Rangeland Parkway: (1) thence N.51°00'32"E., a distance of 1,068.60 feet to the point of curvature of a curve to the right having a radius of 2,040.00 feet and a central angle of 38°43'30"; (2) thence easterly along the arc of said curve, a distance of 1,378.79 feet to the point of tangency of said curve; (3) thence N.89°44'02"E., a distance of 58.68 feet; (4) thence S.00°15'58"E., a distance of 12.00 feet; (5) thence N.89°44'02"E., a distance of 476.32 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 89°54'29"; (6) thence southeasterly along the arc of said curve, a distance of 39.23 feet to the end of said curve; the following three (3) calls are along the westerly right-of-way line of Uihlein Road, a 120-foot right-of-way, conveyed to Lakewood Ranch Stewardship District in said Special Warranty Deed dated 9/04/2018 and recorded in Official Records Book 2746, Page 3274 of said Public Records: (1) thence S.00°15'58"E., along a line non-tangent to the previously described curve, a distance of 103.77 feet to the point of curvature of a curve to the left having a radius of 1,590.00 feet and a central angle of 18°12'16"; (2) thence southerly along the arc of said curve, a distance of 505.19 feet to the point of reverse curvature of a curve to the right having a radius of 1,470.00 feet and a central angle of 15°46'10"; (3) thence southerly along the arc of said curve, a distance of 404.59 feet to the end of said curve; thence N.82°26'37"W. along a line non-tangent to the previously described curve, a distance of 60.19 feet; thence N.73°55'19"W., a distance of 94.17 feet; thence S.76°36'17"W., a distance of 69.52 feet; thence S.86°08'24"W., a distance of 55.82 feet; thence S.84°53'10"W., a distance of 45.43 feet; thence S.89°59'19"W., a distance of 49.18 feet; thence S.80°56'15"W., a distance of 130.41 feet; thence N.89°24'52"W., a distance of 74.45 feet; thence S.66°51'11"W., a distance of 102.83 feet; thence S.36°38'52"W., a distance of 109.09 feet; thence S.32°12'48"W., a distance of 45.10 feet; thence N.65°05'27"W., a distance of 7.08 feet; thence S.56°20'38"W., a distance of 508.26 feet; thence S.22°53'29"W., a distance of 62.68 feet; thence S.40°46'15"E., a distance of 30.18 feet; thence S.26°12'57"W., a distance of 74.38 feet; thence S.53°31'58"W., a distance of 34.37 feet; thence S.46°08'23"W., a distance of 60.38 feet; thence S.45°11'05"W., a distance of 28.65 feet; thence S.86°37'33"W., a distance of 13.10 feet; thence N.55°35'40"W., a distance of 124.61 feet; thence S.62°52'28"W., a distance of 104.51 feet; thence S.31°09'11"W., a distance of 49.11 feet; thence S.72°21'55"W., a distance of 67.78 feet; thence S.48°30'31"E., a distance of 39.55 feet; thence S.40°27'05"W., a distance of 182.51 feet to the point of curvature of a curve to the left having a radius of 367.67 feet and a central angle of 43°16'50"; thence southerly along the arc of said curve, a distance of 277.73 feet to the point of tangency of said curve; thence S.02°49'45"E., a distance of 111.19 feet to the easternmost corner of abovementioned parcel described as the SMR NORTHEAST LLC TRACT, recorded in Official Records Book 2706, Page 2529 of said Public Records; thence N.41°47'05"W. along the northeast line of said parcel, a distance of 1,558.19 feet to the POINT OF BEGINNING.

Said tract contains 3,239,941 square feet or 74.3788 acres, more or less.

Together with non-exclusive easements for ingress, egress and access, for the benefit of the above described parcel as created and set forth in that Grant of Access Easement from Lakewood Ranch Stewardship District, a Florida independent special district, in favor of Manatee County, recorded in O.R. Book 2754, Page 2167, of the Public Records of Manatee County, Florida.



**PREMIER SPORTS CAMPUS
OPTION PARCEL
DISTRICT 5 - VANESSA BAUGH**

