

**THIS INSTRUMENT PREPARED BY:**

Charles Meador Senior Real Property Specialist  
Manatee County Government  
Property Management Department  
1112 Manatee Avenue West  
Bradenton, Florida 34205

Project Name: 44<sup>th</sup> Avenue East – 44<sup>th</sup> Avenue Plaza East to LWR Blvd.  
Project Number: 6045662

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CONTRACT FOR SALE AND PURCHASE**  
**FOR A PERMANENT EASEMENT**

**THIS CONTRACT FOR SALE AND PURCHASE FOR A PERMANENT EASEMENT** (hereinafter the **Contract**) is made and entered into this 23<sup>rd</sup> day of March 2021, between **LAKEWOOD RANCH COMMERCE PARK LLC**, a Florida limited liability company by conversion from Lakewood Ranch Commerce Park, Inc., whose mailing address is 14400 Covenant Way, Lakewood Ranch, Florida 34202 (hereinafter the **Seller**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter the **Buyer**). Seller and Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

**WHEREAS**, Buyer is a political subdivision of the State of Florida and is authorized under Chapters 73, 74, and 127, Florida Statutes, to acquire interests in privately owned lands which are necessary for the public use; and

**WHEREAS**, Buyer has determined that 44<sup>th</sup> Avenue East from 44<sup>th</sup> Avenue Plaza East to Lakewood Ranch Boulevard must be improved to relieve congestion and to safely accommodate vehicular traffic and that additional land is needed for the construction, enhancing, repairing, and maintaining of the road, and for other right-of-way purposes, including, but not limited to, drainage and enhancing the shoulder of the road and otherwise improving the roadway; and

**WHEREAS**, Buyer has determined that it is necessary to acquire certain real property located in Manatee County, State of Florida, more particularly described in **Exhibit A**, to perform the improvements within the planned corridor of the above-described road; and

**WHEREAS**, Seller is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter the **Property**) and all improvements thereon; and

**WHEREAS**, the Buyer desires to acquire a nonexclusive permanent easement across, in, over, through, under and upon the Property for the purpose(s) of ingress, egress, construction,

and maintenance of surface and/or underground drainage; and

**WHEREAS**, the Seller desires to grant and sell such easement and appurtenant rights to Buyer for the consideration and upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the Buyer desires to accept and buy said easement rights for the consideration and upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the aforesaid premises, the mutual covenants, promises, terms and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **DESCRIPTION OF PROPERTY**: Seller shall sell and Buyer shall buy, upon the terms and conditions contained herein, a nonexclusive permanent easement situated, lying and being in Manatee County, State of Florida, described in attached **Exhibit A**. The legal description and sketch of the Property is incorporated into this Contract and made a part hereof.

3. **PURCHASE PRICE AND EASEMENT DEED**: At closing, Buyer shall pay to Seller **THIRTEEN THOUSAND AND NO/100 DOLLARS (\$13,000.00)** (hereinafter the **Purchase Price**), subject to adjustment upon closing as hereinafter provided. Seller shall simultaneously deliver to Buyer a good, sufficient and properly recordable Permanent Easement Deed in substantially the form attached hereto as **Exhibit B** and incorporated herein by this reference.

4. **EFFECTIVE DATE**: For purposes of this Contract, the **Effective Date** shall be the date upon which the Contract is approved by the Manatee County Board of County Commissioners.

5. **MORTGAGES, LIENS AND OTHER ENCUMBRANCES**: Unless otherwise provided for herein, prior to the date of closing, Buyer shall furnish to Seller an Affidavit of Ownership and Encumbrances, in substantially the form attached hereto as **Exhibit C** and incorporated herein by reference, attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting, if such is the case, that there have been no improvements to the Property for **NINETY (90)** days immediately preceding the date of closing. Seller shall complete said affidavit and return it to Buyer on or before the date of closing.

A. **Existing Encumbrances**: Seller shall convey the Property at closing, free and clear of all liens and encumbrances, subject to any restrictive covenants, reservations, easements of record, and county zoning restrictions or regulations in effect, if any, except those specifically consented to in writing by Buyer at closing. Seller shall be responsible for discharging any and all mortgage liens at or prior to closing.

B. Construction Liens: If the Property has been improved within **NINETY (90)** days immediately preceding the date of closing, Seller shall deliver releases or waivers of all construction liens executed by general contractors, subcontractors, suppliers and material men, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material men, and further reciting that, in fact, all bills for work on the subject Property which could serve as a basis for a construction lien have been paid or will be paid prior to closing.

6. TITLE EVIDENCE: During the period commencing **TEN (10)** days after the Effective Date and ending **TEN (10)** days prior to closing (hereinafter the **Inspection Period**) Buyer may conduct whatever title search Buyer deems necessary. If, during the Inspection Period, Buyer notifies Seller of existing title defects other than those to which the conveyance is to be made subject by the terms of this Contract and other than those for which recordable discharges are, in accordance with local custom, to be furnished at the closing, then Seller shall promptly make a diligent effort to perfect the title to Buyer's reasonable satisfaction and to the extent called for by this Contract within **THIRTY (30)** days (hereinafter the **Cure Period**) from the date Seller receives written notice of any title defect. In the event closing is scheduled to occur within the Cure Period, closing shall be extended to the first day following removal of the title defects or the termination of the Cure Period, whichever date occurs first. If any defect in title identified by Buyer is not cured to Buyer's reasonable satisfaction within the Cure Period, Buyer shall have the right to either waive such defect or withdraw its offer to purchase thereby releasing Buyer and Seller from all further obligations under this Contract.

7. CLOSING: This transaction shall be closed on or before **SIXTY (60)** days from the Effective Date, subject to the curative periods provided for herein, as well as other conditions of this Contract. The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administration Building, 1112 Manatee Avenue West, Bradenton, Florida 34205, or at any other location agreeable to both Parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract.

A. Conditions to Closing: Unless waived by Buyer in writing, the obligation of Buyer to close this transaction is expressly conditioned upon satisfaction of all conditions as contained within this Contract, by the date of closing. If such conditions are not so met, Buyer may elect either to terminate this Contract by written notice to Seller or close the transaction contemplated in this Contract and thereby waive Seller's performance of those conditions which have not been satisfied.

B. Documents for Closing: Seller shall deliver to Buyer a Permanent Easement Deed, an Affidavit of Ownership and Encumbrances and such other documents as may reasonably be required pursuant to this Contract and any state or federal law, on or before the date of closing.

C. Insurance: Seller shall keep all existing coverage and insurance policies insuring the Seller or the Property against claims arising from property damage or liability, if any, in full force and effect.

D. Condition of Property: Seller shall not commit, or permit anyone else to commit, any loss, destruction or damage to the Property, which has not been repaired or restored by Seller prior to the date of closing. Seller shall not permit any adverse changes in the condition of the Property from the Effective Date of this Contract to the date of closing, except for reasonable wear and tear. If Buyer so requests, a walk-through of the Property shall be scheduled and conducted prior to the closing to assure compliance with this Contract.

E. Closing Agent: American Government Services shall serve as the Closing Agent. All funds held by the Closing Agent under this Contract, if any, shall be placed in a non-interest bearing account and shall be disbursed in accordance with this Contract.

**8. CLOSING EXPENSES:**

A. Costs to be Paid by Seller: Seller shall pay costs of curing title defects and Seller's attorney's fees, if any.

B. Costs to be Paid by Buyer: In addition to the Purchase Price, Buyer shall pay for all recording costs, for an owner's title insurance policy, and for related title costs, for closing agent fees, and for Buyer's attorneys' fees and costs.

**9. ASSIGNABILITY**: The Parties may not assign this Contract or any right or obligation of this Contract without prior written consent of the other Party.

**10. AMENDMENTS**: This Contract may not be amended, canceled, changed, discharged, modified, rescinded, supplemented or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by the Manatee County Board of County Commissioners.

**11. ATTORNEYS' FEES AND COSTS**: Each Party shall be solely responsible for paying its attorneys' fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Contract.

**12. AUTHORIZATION**: Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Contract, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each Party are authorized and empowered to execute said Contract.

**13. AVAILABILITY OF FUNDING**: The obligations of the Buyer under this Contract are subject to the availability of funds lawfully appropriated annually for its purposes by the Manatee County Board of County Commissioners and the availability of funds through contract or grant

programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Contract, Buyer shall have the option of terminating this Contract and all covenants and obligations hereunder by providing **THIRTY (30)** days' written notice to the Seller. If Buyer terminates this Contract due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Contract shall terminate.

**14. BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. The covenants, warranties, representations, indemnities and undertakings of Seller as set forth in this Contract will survive delivery and recording of the deed and possession.

**15. BROKER'S FEES:** Neither Party will pay a commission to any broker in connection with the sale and purchase of the Property. Both Parties warrant that they have assumed no obligation to pay any such commission in connection therewith.

**16. DEFAULT AND REMEDIES:** Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Buyer fails to purchase the Property or to perform any of the covenants, conditions or warranties of this Contract, Seller, at Seller's option, may proceed at law or in equity to enforce Seller's legal rights under this Contract. If Seller for any reason fails to perform any of the covenants, conditions or warranties of this Contract, Buyer shall, at Buyer's option, (a) terminate this Contract by written notice to Seller or (b) waive the nonperformance and proceed with closing or (c) have the remedy of specific performance of this Contract.

**17. DOCUMENTS AND REPORTS:** Within **TEN (10)** days after the Effective Date of this Contract, Seller shall provide to Buyer copies of all written reports in Seller's possession relating to the environmental condition of the Property; all boundary surveys of the Property; any existing title policy or commitment pertaining to the Property.

**18. ENTIRE CONTRACT:** This Contract and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations or agreements, both written and oral. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties or representations, written or oral, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and signed by the Parties hereto.

**19. FLORIDA LAW AND MANATEE COUNTY VENUE:** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

**20. FORCE MAJEURE:** No Party shall be required to perform any obligation under this Contract or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused or

prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome (hereinafter **Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Contract, provided, however, if such Force Majeure Event continues to prevent performance under this Contract more than **FOURTEEN (14)** days beyond the date of closing, then either party may terminate this Contract by delivering written notice to the other, thereby releasing Buyer and Seller from all further obligations under this Contract.

**21. HEADINGS:** The headings contained in this Contract are for convenience and reference and shall not affect the meaning or interpretation of this Contract.

**22. NOTICE:** Any and all notices, approvals, claims, consents, demands, requests or other communications between the Parties (hereinafter **Notices**) shall be in writing. All Notices shall be given by hand delivery in person or by registered or certified mail, postage prepaid to the following addresses:

If to Seller: Lakewood Ranch Commerce Park, LLC  
14400 Covenant Way  
Lakewood Ranch, Florida 34202

If to Buyer: Manatee County Government  
Attention: Property Acquisition Division Manager  
Property Management Department  
1112 Manatee Avenue West, 8th Floor  
Bradenton, Florida 34205

and Manatee County Government  
Attention: County Attorney  
County Attorney's Office  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or **FIVE (5)** days after mailing, whichever occurs first.

**23. SEVERABILITY:** If any one or more of the provisions of this Contract should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Contract, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

24. **SURVIVABILITY**: Any term, condition, covenant, or obligation which requires performance by either Party subsequent to the closing shall remain enforceable against such Party subsequent to the closing.

25. **TIME OF THE ESSENCE**: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference herein to time periods of **SEVEN (7)** days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to **FOUR (4)** P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The terms "days" as used herein shall in all cases mean calendar days.

26. **WAIVER**: The failure or neglect by any Party to enforce any right under this Contract shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possess the right to waive enforcement of same.

27. **SPECIAL PROVISIONS**:

A. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the Closing Agent for the amount indicated on line 303 of the Closing Statement for proper disbursement by the Closing Agent to any of the following, if applicable, including the Seller, the Manatee County Clerk of Court and the Closing Agent.

B. **Eminent Domain**: This Contract is made and executed under threat of and in lieu of eminent domain proceedings. Accordingly, with respect to any remainder property, the provisions of the Manatee County Land Development Code, Section 107.9, Nonconformities Resulting From Exercise of Power of Eminent Domain, shall apply.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Contract on the date first above written.

Signed, sealed, and delivered in the presence of two witnesses:

**SELLER:**

**LAKEWOOD RANCH COMMERCE PARK LLC**, a Florida limited liability company

By: LWR Holdings, LLC, a Florida limited liability company, its member

By: Schroeder-Manatee Ranch, Inc., a Delaware Corporation, its manager

By: [Signature]  
Signature of Rex E. Jensen

As: President

Date: FEBRUARY 11, 2021

[Signature]  
First Witness Signature

SANTA J. PERKA  
First Witness Printed Name

[Signature]  
Second Witness Signature

Deborah A. Cooper  
Second Witness Printed Name

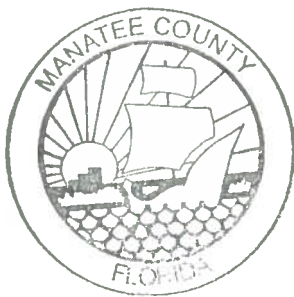
**BUYER:**

**MANATEE COUNTY**, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: [Signature]  
Chairperson

Date: 3/23/21



ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]  
Deputy Clerk



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

# LEGAL DESCRIPTION AND SKETCH

EXHIBIT A

DESCRIPTION: (PORTION OF LOT 10)

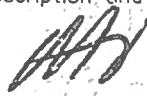
A PARCEL OF LAND LYING WITHIN LAKEWOOD RANCH BUSINESS PARK, PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 51 PAGE 45, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING WITHIN THE NW 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S 00°21'31" E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 972.13 FEET TO THE NORTHWESTERLY CORNER OF TRACT "N" WITHIN THE ROSEDALE ADDITION, PHASE II SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 56, PAGES 43-60, OF SAID PUBLIC RECORDS, SAID NORTHWESTERLY CORNER OF TRACT "N" ALSO FALLING ON THE NORTHERLY LINE OF A 50.00 FEET WIDE GAS LINE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 220 AND DEED BOOK 396, PAGE 91, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 59° 42' 53" E ALONG SAID NORTHERLY LINE OF A 50 FEET WIDE GAS LINE EASEMENT, A DISTANCE OF 1442.94 FEET TO THE NORTHWESTERLY CORNER OF TRACT 505, WITHIN SAID LAKEWOOD RANCH BUSINESS PARK, PHASE II, SUBDIVISION; THENCE N 59°42' 53" E CONTINUING ALONG SAID NORTHERLY LINE OF A 50 FEET WIDE GAS LINE EASEMENT AND THE NORTHERLY LINE OF SAID TRACT 505, A DISTANCE OF 196.48 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT 505 AND THE POINT OF BEGINNING; THENCE N 59°42' 53" E CONTINUING ALONG SAID NORTHERLY LINE OF A 50 FEET WIDE GAS LINE EASEMENT, A DISTANCE OF 169.35 FEET; THENCE S 45° 08' 09" E, A DISTANCE OF 491.31 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 1 WITHIN SAID LAKEWOOD RANCH BUSINESS PARK, PHASE II, SUBDIVISION; THENCE S 46° 00' 26" W, ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 94.02 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1 AND TO A POINT ON THE EASTERLY LINE OF SAID TRACT 505 AND TO A POINT ON A NON-TANGENT CURVE TO THE LEFT (CONCAVE SOUTHWEST). SAID CURVE HAVING A RADIUS OF 74.00 FEET, A DELTA ANGLE OF 07° 39'36", A CHORD BEARING OF N 80° 31' 05" W AND A CHORD DISTANCE OF 9.89 FEET. THENCE ALONG THE ARC OF SAID CURVE AND THE EASTERLY LIMITS OF SAID TRACT 505, A DISTANCE OF 9.89 FEET TO THE POINT OF COMPOUND CURVATURE. SAID COMOUND CURVE (CONCAVE SOUTH) HAVING A RADIUS OF 3101.00 FEET, A DELTA ANGLE OF 01° 32' 41", A CHORD BEARING OF N 85° 07' 13" W AND A CHORD DISTANCE OF 83.61 FEET. THENCE CONTINUING ALONG THE EASTERLY LIMITS OF SAID TRACT 505 AND ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 83.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT (CONCAVE NORTH). SAID CURVE HAVING A RADIUS OF 76.00 FEET, A DELTA ANGLE OF 41° 54' 00", A CHORD BEARING OF N 64° 56' 34" W AND A CHORD DISTANCE OF 54.35 FEET. THENCE CONTINUING ALONG THE EASTERLY LIMITS OF SAID TRACT 505 AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 55.58 FEET; THENCE N 43° 59' 34" W, CONTINUING ALONG THE EASTERLY LIMITS OF SAID TRACT 505, A DISTANCE OF 409.66 FEET TO THE NORTHERLY LINE OF SAID 50 FEET WIDE GAS LINE EASEMENT AND THE POINT OF BEGINNING.

PARCEL CONTAINS 1.897 ACRES, MORE OR LESS.

SUBJECT TO A UTILITY & DRAINAGE EASEMENT ACROSS THE WESTERLY 5.00 FEET THEREOF; A UTILITY AND DRAINAGE EASEMENT ACROSS THE SOUTHERLY 5.00 FEET THEREOF; A UTILITY AND DRAINAGE EASEMENT ACROSS THE NORTHERLY 5.00 FEET THEREOF; A GAS LINE EASEMENT ACROSS THE NORTHERLY 50.00 FEET THEREOF; A UTILITY EASEMENT 10.00 FEET WIDE, LYING PARALLEL AND ADJACENT TO (ON THE SOUTH SIDE) THE 50 FEET WIDE GAS LINE EASEMENT. SEE EXHIBIT "A" FOR EASEMENT LOCATIONS.

This legal description and sketch prepared by:

MARK HOLT  DATE: 7/21/2020  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA  
 LICENSE NUMBER #6541

Note: Not Valid without the original signature and raised seal of a Florida licensed surveyor and mapper.



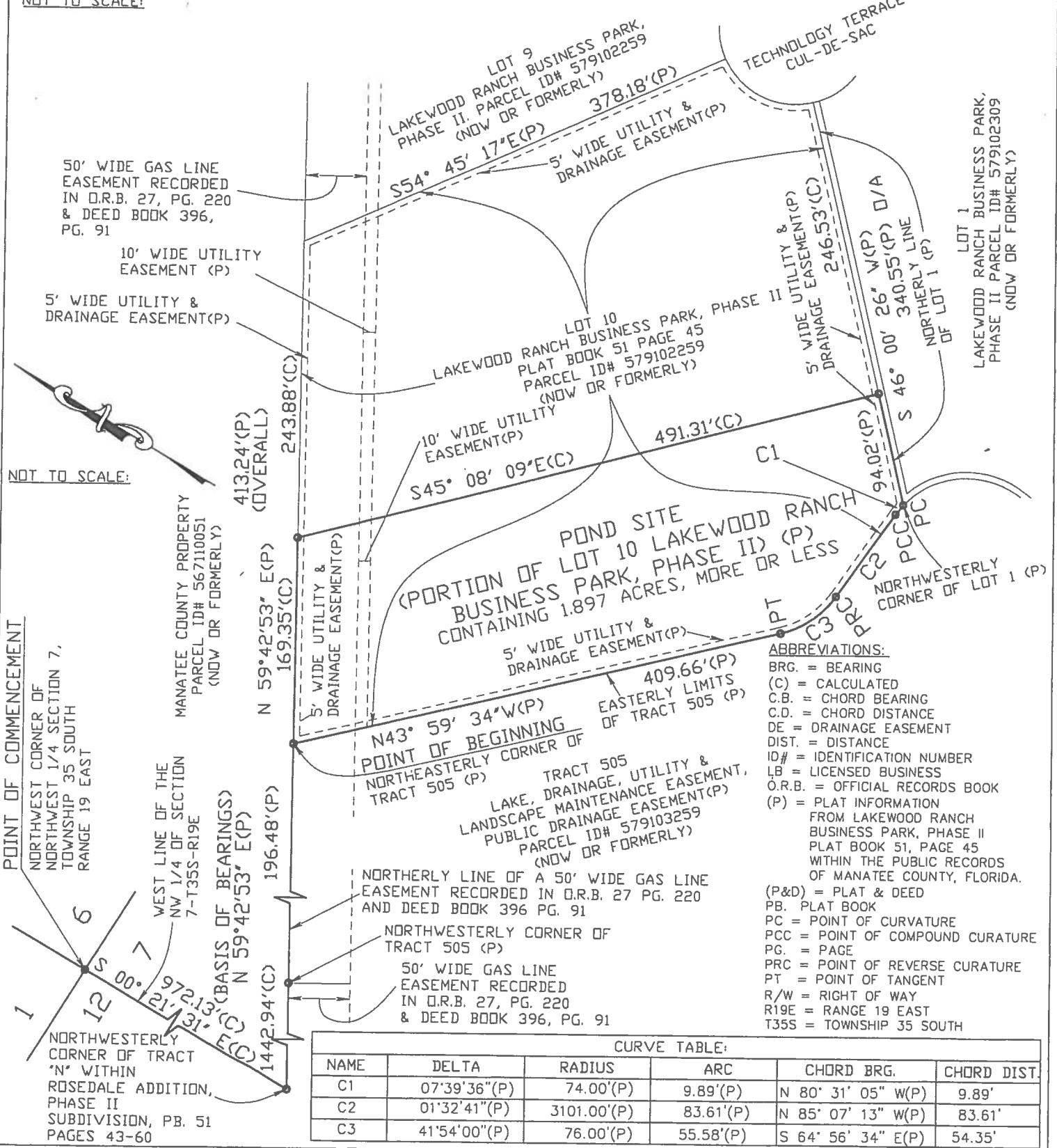
		 <b>MANATEE COUNTY PUBLIC WORKS</b>	PREPARED BY:  <b>MKIM &amp; CREED</b> 5701 Division Drive, Suite A, Fort Myers FL. 33905 239-275-8875 LB 7917
<b>PARCEL SKETCH – THIS IS NOT A SURVEY</b>			
	BY	DATE	44th Avenue East
	DRAWN	L.SHUMAN	6/16/19
REVISION	BY	DATE	CHECKED
			M.HOLT
		7/21/20	7/21/20
			Project Number: 6045662
			Portion of Lot 10, Lakewood Ranch Business Park, Phase II
			SHEET 1 OF 2

EXHIBIT A:  
NOT TO SCALE:

SECTION 7, TOWNSHIP 35 SOUTH, RANGE 19 EAST



**ABBREVIATIONS:**  
 BRG. = BEARING  
 (C) = CALCULATED  
 C.B. = CHORD BEARING  
 C.D. = CHORD DISTANCE  
 DE = DRAINAGE EASEMENT  
 DIST. = DISTANCE  
 ID# = IDENTIFICATION NUMBER  
 LB = LICENSED BUSINESS  
 O.R.B. = OFFICIAL RECORDS BOOK  
 (P) = PLAT INFORMATION FROM LAKEWOOD RANCH BUSINESS PARK, PHASE II PLAT BOOK 51, PAGE 45 WITHIN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.  
 (P&D) = PLAT & DEED  
 PB. PLAT BOOK  
 PC = POINT OF CURVATURE  
 PCC = POINT OF COMPOUND CURVATURE  
 PG. = PAGE  
 PRC = POINT OF REVERSE CURVATURE  
 PT = POINT OF TANGENT  
 R/W = RIGHT OF WAY  
 R19E = RANGE 19 EAST  
 T35S = TOWNSHIP 35 SOUTH

CURVE TABLE:					
NAME	DELTA	RADIUS	ARC	CHORD BRG.	CHORD DIST.
C1	07°39'36" (P)	74.00' (P)	9.89' (P)	N 80° 31' 05" W (P)	9.89'
C2	01°32'41" (P)	3101.00' (P)	83.61' (P)	N 85° 07' 13" W (P)	83.61'
C3	41°54'00" (P)	76.00' (P)	55.58' (P)	S 64° 56' 34" E (P)	54.35'

This legal description and sketch is incomplete without the signed and sealed legal description.

REVISION	BY	DATE

MANATEE COUNTY PUBLIC WORKS

PREPARED BY: **MFKIM & CREED**  
 5701 Division Drive, Suite A, Fort Myers FL 33905  
 239-275-8875 LB 7917

**PARCEL SKETCH - THIS IS NOT A SURVEY**

BY	DATE	44th Avenue East	Project Number: 6045662
DRAWN	L.SHUMAN	6/15/19	Portion of Lot 10, Lakewood Ranch Business Park, Phase II
CHECKED	M.HOLT	6/17/19	SHEET 2 OF 2

EXHIBIT "B"

FORM OF PERMAENT EASEMENT DEED

**THIS INSTRUMENT PREPARED BY:**  
Charles Meador Senior Real Property Specialist  
Manatee County Government  
Property Management Department  
1112 Manatee Avenue West  
Bradenton, Florida 34205

Project Name: 44<sup>th</sup> Avenue East – 44<sup>th</sup> Avenue Plaza East to LWR Blvd.  
Project Number: 6045662

SPACE ABOVE THIS LINE FOR RECORDING DATA

---

**PERMANENT DRAINAGE EASEMENT**

***THIS INDENTURE*** made this \_\_\_\_ day of \_\_\_\_\_, 2021, between **LAKEWOOD RANCH COMMERCE PARK, LLC**, a Florida limited liability company by conversion from Lakewood Ranch Commerce Park, Inc., whose mailing address is 14400 Covenant Way, Lakewood Ranch, Florida 34202, as “**Grantor**,” and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, as “**Grantee**,”

**WITNESSETH:**

***THAT*** said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and transferred, and by these presents does grant, bargain, sell, and transfer unto Grantee, a ***nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground drainage*** over, under, and across the property situate in Manatee County, State of Florida, more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference.

***THAT*** said Grantor reserves unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

**THIS PERMANENT DRAINAGE EASEMENT is made and executed under threat of and in lieu of eminent domain proceedings, and is thus not subject to documentary stamp taxation.**

***IN WITNESS WHEREOF***, the Grantor has caused these presents to be executed in its name and its proper agent or officer thereunto duly authorized, the day and year first above written.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

Signed, sealed and delivered in the presence of two witnesses as required by law.

**GRANTOR:**  
**LAKEWOOD RANCH COMMERCE PARK LLC,**  
a Florida limited liability company

\_\_\_\_\_  
First Witness Signature

By: LWR Holdings, LLC, a Florida limited liability company, its member

\_\_\_\_\_  
First Witness Printed Name

By: Schroeder-Manatee Ranch, Inc., a Delaware Corporation, its manager

\_\_\_\_\_  
Second Witness Signature

By: \_\_\_\_\_  
Signature of Rex E. Jensen

\_\_\_\_\_  
Second Witness Printed Name

As: President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

- physical presence or
- online notarization

this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Rex E. Jensen, as President of Schroeder-Manatee Ranch, Inc., a Delaware corporation, a Manager of LWR Holdings, LLC, a Florida limited liability company, the Member of LAKEWOOD RANCH COMMERCE PARK LLC., a Florida limited liability company, on behalf of the limited liability company, who

- is personally known to me or
- has produced \_\_\_\_\_ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

\_\_\_\_\_  
Signature of Notary Public  
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: \_\_\_\_\_

# LEGAL DESCRIPTION AND SKETCH

EXHIBIT A

DESCRIPTION: (PORTION OF LOT 10)

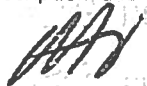
A PARCEL OF LAND LYING WITHIN LAKEWOOD RANCH BUSINESS PARK, PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 51 PAGE 45, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING WITHIN THE NW 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S 00°21'31" E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 972.13 FEET TO THE NORTHWESTERLY CORNER OF TRACT "N" WITHIN THE ROSEDALE ADDITION, PHASE II SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 56, PAGES 43-60, OF SAID PUBLIC RECORDS, SAID NORTHWESTERLY CORNER OF TRACT "N" ALSO FALLING ON THE NORTHERLY LINE OF A 50.00 FEET WIDE GAS LINE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 220 AND DEED BOOK 396, PAGE 91, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 59° 42' 53" E ALONG SAID NORTHERLY LINE OF A 50 FEET WIDE GAS LINE EASEMENT, A DISTANCE OF 1442.94 FEET TO THE NORTHWESTERLY CORNER OF TRACT 505, WITHIN SAID LAKEWOOD RANCH BUSINESS PARK, PHASE II, SUBDIVISION; THENCE N 59°42' 53" E CONTINUING ALONG SAID NORTHERLY LINE OF A 50 FEET WIDE GAS LINE EASEMENT AND THE NORTHERLY LINE OF SAID TRACT 505, A DISTANCE OF 196.48 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT 505 AND THE POINT OF BEGINNING; THENCE N 59°42' 53" E CONTINUING ALONG SAID NORTHERLY LINE OF A 50 FEET WIDE GAS LINE EASEMENT, A DISTANCE OF 169.35 FEET; THENCE S 45° 08' 09" E, A DISTANCE OF 491.31 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 1 WITHIN SAID LAKEWOOD RANCH BUSINESS PARK, PHASE II, SUBDIVISION; THENCE S 46° 00' 26" W, ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 94.02 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1 AND TO A POINT ON THE EASTERLY LINE OF SAID TRACT 505 AND TO A POINT ON A NON-TANGENT CURVE TO THE LEFT (CONCAVE SOUTHWEST). SAID CURVE HAVING A RADIUS OF 74.00 FEET, A DELTA ANGLE OF 07° 39'36", A CHORD BEARING OF N 80° 31' 05" W AND A CHORD DISTANCE OF 9.89 FEET. THENCE ALONG THE ARC OF SAID CURVE AND THE EASTERLY LIMITS OF SAID TRACT 505, A DISTANCE OF 9.89 FEET TO THE POINT OF COMPOUND CURVATURE. SAID COMOUND CURVE (CONCAVE SOUTH) HAVING A RADIUS OF 3101.00 FEET, A DELTA ANGLE OF 01° 32' 41", A CHORD BEARING OF N 85° 07' 13" W AND A CHORD DISTANCE OF 83.61 FEET. THENCE CONTINUING ALONG THE EASTERLY LIMITS OF SAID TRACT 505 AND ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 83.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT (CONCAVE NORTH). SAID CURVE HAVING A RADIUS OF 76.00 FEET, A DELTA ANGLE OF 41° 54' 00", A CHORD BEARING OF N 64° 56' 34" W AND A CHORD DISTANCE OF 54.35 FEET. THENCE CONTINUING ALONG THE EASTERLY LIMITS OF SAID TRACT 505 AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 55.58 FEET; THENCE N 43° 59' 34" W, CONTINUING ALONG THE EASTERLY LIMITS OF SAID TRACT 505, A DISTANCE OF 409.66 FEET TO THE NORTHERLY LINE OF SAID 50 FEET WIDE GAS LINE EASEMENT AND THE POINT OF BEGINNING.

PARCEL CONTAINS 1.897 ACRES, MORE OR LESS.

SUBJECT TO A UTILITY & DRAINAGE EASEMENT ACROSS THE WESTERLY 5.00 FEET THEREOF; A UTILITY AND DRAINAGE EASEMENT ACROSS THE SOUTHERLY 5.00 FEET THEREOF; A UTILITY AND DRAINAGE EASEMENT ACROSS THE NORTHERLY 5.00 FEET THEREOF; A GAS LINE EASEMENT ACROSS THE NORTHERLY 50.00 FEET THEREOF; A UTILITY EASEMENT 10.00 FEET WIDE, LYING PARALLEL AND ADJACENT TO (ON THE SOUTH SIDE) THE 50 FEET WIDE GAS LINE EASEMENT. SEE EXHIBIT "A" FOR EASEMENT LOCATIONS.

This legal description and sketch prepared by:

MARK HOLT  DATE: 7/21/2020  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA  
 LICENSE NUMBER #6541

Note: Not Valid without the original signature and raised seal of a Florida licensed surveyor and mapper.



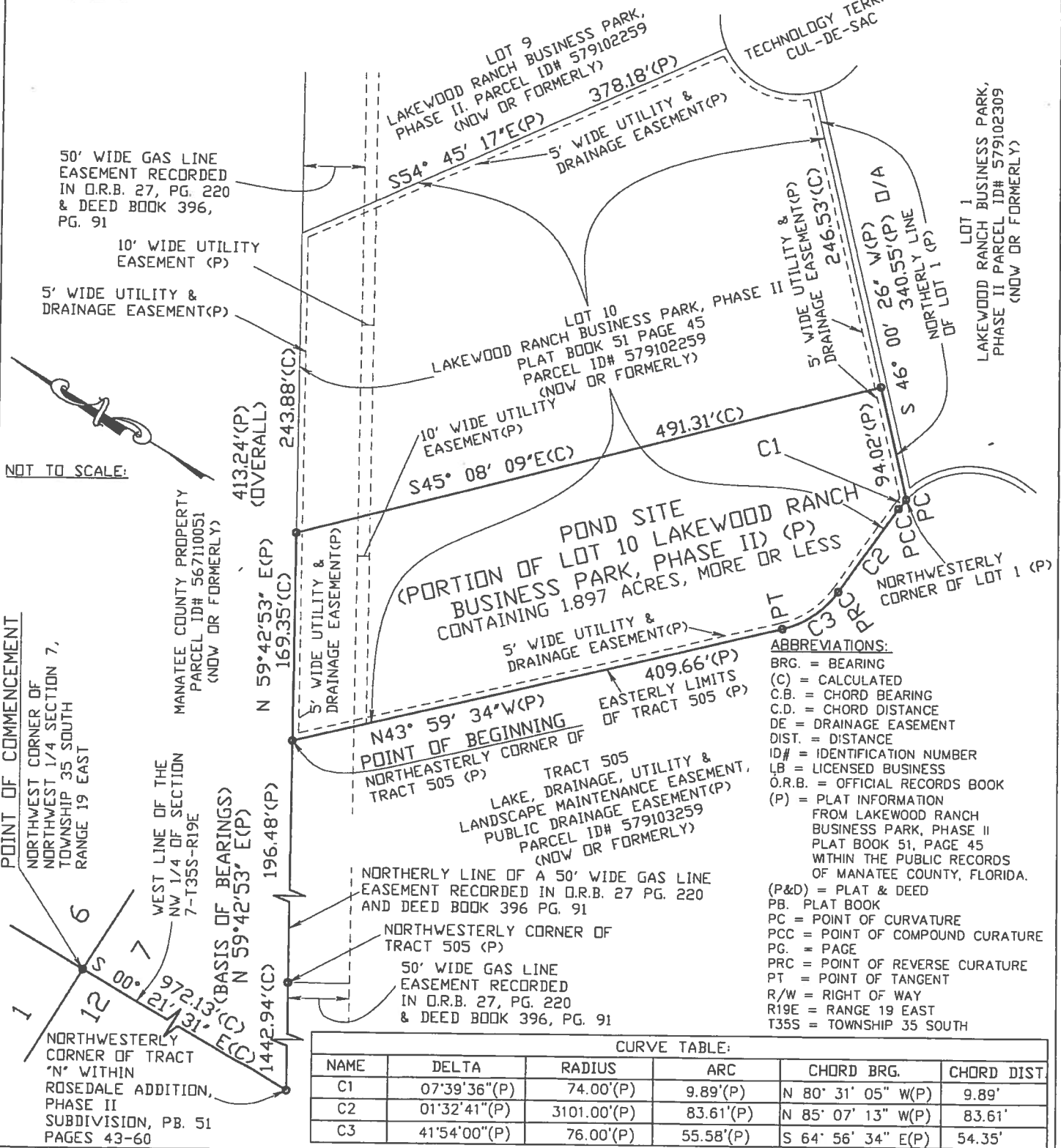
		 <b>MANATEE COUNTY PUBLIC WORKS</b>	PREPARED BY:  <b>MKIM &amp; CREED</b> 5701 Division Drive, Suite A, Fort Myers FL 33905 239-275-8875 LB 7917
PARCEL SKETCH – THIS IS NOT A SURVEY			
	BY	DATE	44th Avenue East
	DRAWN	L.SHUMAN	6/16/19
REVISION	BY	DATE	Project Number: 6045662
	CHECKED	M.HOLT	7/21/20
			Portion of Lot 10, Lakewood Ranch Business Park, Phase II
			SHEET 1 OF 2

EXHIBIT A:  
NOT TO SCALE:

SECTION 7, TOWNSHIP 35 SOUTH, RANGE 19 EAST



- ABBREVIATIONS:**
- BRG. = BEARING
  - (C) = CALCULATED
  - C.B. = CHORD BEARING
  - C.D. = CHORD DISTANCE
  - DE = DRAINAGE EASEMENT
  - DIST. = DISTANCE
  - ID# = IDENTIFICATION NUMBER
  - LB = LICENSED BUSINESS
  - O.R.B. = OFFICIAL RECORDS BOOK
  - (P) = PLAT INFORMATION FROM LAKEWOOD RANCH BUSINESS PARK, PHASE II PLAT BOOK 51, PAGE 45 WITHIN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
  - (P&D) = PLAT & DEED
  - PB. PLAT BOOK
  - PCC = POINT OF CURVATURE
  - PCC = POINT OF COMPOUND CURVATURE
  - PG. = PAGE
  - PRC = POINT OF REVERSE CURVATURE
  - PT = POINT OF TANGENT
  - R/W = RIGHT OF WAY
  - R19E = RANGE 19 EAST
  - T35S = TOWNSHIP 35 SOUTH

**CURVE TABLE:**

NAME	DELTA	RADIUS	ARC	CHORD BRG.	CHORD DIST.
C1	07°39'36"(P)	74.00'(P)	9.89'(P)	N 80° 31' 05" W(P)	9.89'
C2	01°32'41"(P)	3101.00'(P)	83.61'(P)	N 85° 07' 13" W(P)	83.61'
C3	41°54'00"(P)	76.00'(P)	55.58'(P)	S 64° 56' 34" E(P)	54.35'

This legal description and sketch is incomplete without the signed and sealed legal description.



MANATEE COUNTY  
PUBLIC WORKS

PREPARED BY:



**MKIM & CREED**  
5701 Division Drive, Suite A, Fort Myers  
FL 33905  
239-275-8875 LB 7917

PARCEL SKETCH - THIS IS NOT A SURVEY

REVISION	BY	DATE	BY	DATE	PROJECT INFORMATION
			BY	DATE	44th Avenue East Project Number: 6045662
			DRAWN	L.SHUMAN 6/15/19	
			CHECKED	M.HOLT 6/17/19	Portion of Lot 10, Lakewood Ranch Business Park, Phase II
					SHEET 2 OF 2



EXHIBIT "C"

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

**THIS INSTRUMENT PREPARED BY:**

Charles Meador Senior Real Property Specialist  
Manatee County Government  
Property Management Department  
1112 Manatee Avenue West  
Bradenton, Florida 34205

Project Name: 44<sup>th</sup> Avenue East – 44<sup>th</sup> Avenue Plaza East to LWR Blvd.  
Project Number: 6045662

SPACE ABOVE THIS LINE FOR RECORDING DATA

---

**AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES**

**BEFORE ME**, the undersigned notary public, personally appeared Rex E. Jensen, who being first duly sworn, deposes and says that, to the best of his knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.
2. Lakewood Ranch Commerce Park LLC, a Florida limited liability company (hereinafter the **Grantor**), is the owner of the fee simple title to certain real property (hereinafter the **Property**) situated in Manatee County, Florida, more particularly described in **Exhibit A** attached to this affidavit and by this reference made a part of this affidavit, and has full authority to sell or encumber the Property.
3. I am the President of Schroeder-Manatee Ranch, Inc., a Delaware Corporation, the manager of LWR Holdings, LLC, a Florida limited liability company, the member of Lakewood Ranch Commerce Park LLC and I make this affidavit with the authority of and on behalf of Schroeder-Manatee Ranch, Inc.
4. Grantor has sole and exclusive possession of the Property.
5. Neither Grantor's title to nor possession of the Property has ever been disputed or questioned and I am not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.
6. No person or entity other than Grantor claims or is presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.
7. There are no disputes concerning the location of the boundary lines of the Property.
8. Grantor has not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

9. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which the Grantor is responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. Should any bill be found which relates to the period of the Grantor's possession, the Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

10. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.

11. There are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the Public Records of Manatee County, Florida, or any other county in Florida or pending against the Grantor in the courts of Manatee County, Florida, or any other courts.

12. There are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and the Grantor has not and will not execute any instrument that would adversely affect the title or interest to be insured in the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

13. There has been no labor performed or materials furnished on or to the Property during the past **NINETY (90)** days, or, if labor has been performed or materials furnished during such **NINETY (90)** days, all persons performing or furnishing the same have been fully paid and there are no unpaid bills for labor or materials for which valid liens could be filed.

14. No notice of commencement concerning the Property has been filed in the past **NINETY (90)** days, nor are there any unsatisfied construction liens of record concerning such Property, nor have any notices to owner been received by the Grantor during the past **NINETY (90)** days.

15. There are no outstanding, unrecorded deeds, unsatisfied liens, leases, contracts for sale, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property, except for matters of record including the following:

- Easement Grant recorded in Deed Book 396, Page 91; as affected by Easement Grant and Quit-Claim Deed recorded in Official Records Book 27, Page 220.
- Utility Easement recorded in Official Records Book 1224, Page 2883; as corrected and recorded in Official Records Book 1847, Page 6447.

- Declaration of Covenants, Conditions and Restrictions dated April 26, 2000 and recorded August 23, 2000 in Official Records Book 1646, Page 2250; Supplements and Amendments recorded in Official Records Book 1649, Page 7311, Official Records Book 1649, Page 7317, Official Records Book 1677, Page 4593, Official Records Book 1718, Page 2046, Official Records Book 1894, Page 7220, Official Records Book 1925, Page 1563, Official Records Book 2124, Page 1124, Official Records Book 2159, Page 4129, Official Records Book 2191, Page 5683, Official Records Book 2362, Page 5231, Official Records Book 2508, Page 155, and Official Records Book 2540, Page 4127.
- Notice of Creation and Establishment of the Lakewood Ranch Stewardship District recorded August 17, 2005 in Official Records Book 2049, Page 5165; Amendment recorded in Official Records Book 2319, Page 3962.
- Interlocal Agreement dated September 13, 2005 and recorded September 16, 2005 in Official Records Book 2059, Page 2854.
- Declaration of Consent to Jurisdiction and to Imposition of Special Assessments dated June 5, 2006 and recorded July 20, 2006 in Official Records Book 2140, Page 6678.
- Maintenance Agreement for Right-of-Way Islands recorded June 5, 2007 in Official Records Book 2208, Page 2591.
- Encroachment recorded May 28, 2020 in Official Records Instrument Number 202041053579.

16. The Grantor's Taxpayer Identification Number is 65-0598005.

17. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase a Permanent Drainage Easement

18. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

**REX E. JENSEN**

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

physical presence or

online notarization

this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by REX E. JENSEN who

is personally known to me or

has produced \_\_\_\_\_ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

\_\_\_\_\_  
Signature of Notary Public  
(Legibly print, type, or stamp commissioned  
name of Notary Public and affix official  
notary seal below.)

My Commission Expires: \_\_\_\_\_

# LEGAL DESCRIPTION AND SKETCH

EXHIBIT A

DESCRIPTION: (PORTION OF LOT 10)

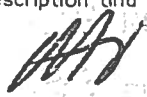
A PARCEL OF LAND LYING WITHIN LAKEWOOD RANCH BUSINESS PARK, PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 51 PAGE 45, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING WITHIN THE NW 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S 00°21'31" E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 972.13 FEET TO THE NORTHWESTERLY CORNER OF TRACT "N" WITHIN THE ROSEDALE ADDITION, PHASE II SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 56, PAGES 43-60, OF SAID PUBLIC RECORDS, SAID NORTHWESTERLY CORNER OF TRACT "N" ALSO FALLING ON THE NORTHERLY LINE OF A 50.00 FEET WIDE GAS LINE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 220 AND DEED BOOK 396, PAGE 91, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 59° 42' 53" E ALONG SAID NORTHERLY LINE OF A 50 FEET WIDE GAS LINE EASEMENT, A DISTANCE OF 1442.94 FEET TO THE NORTHWESTERLY CORNER OF TRACT 505, WITHIN SAID LAKEWOOD RANCH BUSINESS PARK, PHASE II, SUBDIVISION; THENCE N 59°42' 53" E CONTINUING ALONG SAID NORTHERLY LINE OF A 50 FEET WIDE GAS LINE EASEMENT AND THE NORTHERLY LINE OF SAID TRACT 505, A DISTANCE OF 196.48 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT 505 AND THE POINT OF BEGINNING; THENCE N 59°42' 53" E CONTINUING ALONG SAID NORTHERLY LINE OF A 50 FEET WIDE GAS LINE EASEMENT, A DISTANCE OF 169.35 FEET; THENCE S 45° 08' 09" E, A DISTANCE OF 491.31 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 1 WITHIN SAID LAKEWOOD RANCH BUSINESS PARK, PHASE II, SUBDIVISION; THENCE S 46° 00' 26" W, ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 94.02 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1 AND TO A POINT ON THE EASTERLY LINE OF SAID TRACT 505 AND TO A POINT ON A NON-TANGENT CURVE TO THE LEFT (CONCAVE SOUTHWEST). SAID CURVE HAVING A RADIUS OF 74.00 FEET, A DELTA ANGLE OF 07° 39'36", A CHORD BEARING OF N 80° 31' 05" W AND A CHORD DISTANCE OF 9.89 FEET. THENCE ALONG THE ARC OF SAID CURVE AND THE EASTERLY LIMITS OF SAID TRACT 505, A DISTANCE OF 9.89 FEET TO THE POINT OF COMPOUND CURVATURE. SAID COMOUND CURVE (CONCAVE SOUTH) HAVING A RADIUS OF 3101.00 FEET, A DELTA ANGLE OF 01° 32' 41", A CHORD BEARING OF N 85° 07' 13" W AND A CHORD DISTANCE OF 83.61 FEET. THENCE CONTINUING ALONG THE EASTERLY LIMITS OF SAID TRACT 505 AND ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 83.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT (CONCAVE NORTH). SAID CURVE HAVING A RADIUS OF 76.00 FEET, A DELTA ANGLE OF 41° 54' 00", A CHORD BEARING OF N 64° 56' 34" W AND A CHORD DISTANCE OF 54.35 FEET. THENCE CONTINUING ALONG THE EASTERLY LIMITS OF SAID TRACT 505 AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 55.58 FEET; THENCE N 43° 59' 34" W, CONTINUING ALONG THE EASTERLY LIMITS OF SAID TRACT 505, A DISTANCE OF 409.66 FEET TO THE NORTHERLY LINE OF SAID 50 FEET WIDE GAS LINE EASEMENT AND THE POINT OF BEGINNING.

PARCEL CONTAINS 1.897 ACRES, MORE OR LESS.

SUBJECT TO A UTILITY & DRAINAGE EASEMENT ACROSS THE WESTERLY 5.00 FEET THEREOF; A UTILITY AND DRAINAGE EASEMENT ACROSS THE SOUTHERLY 5.00 FEET THEREOF; A UTILITY AND DRAINAGE EASEMENT ACROSS THE NORTHERLY 5.00 FEET THEREOF; A GAS LINE EASEMENT ACROSS THE NORTHERLY 50.00 FEET THEREOF; A UTILITY EASEMENT 10.00 FEET WIDE, LYING PARALLEL AND ADJACENT TO (ON THE SOUTH SIDE) THE 50 FEET WIDE GAS LINE EASEMENT. SEE EXHIBIT "A" FOR EASEMENT LOCATIONS.

This legal description and sketch prepared by:

MARK HOLT  DATE: 7/21/2020  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA  
 LICENSE NUMBER #6541

Note: Not Valid without the original signature and raised seal of a Florida licensed surveyor and mapper.



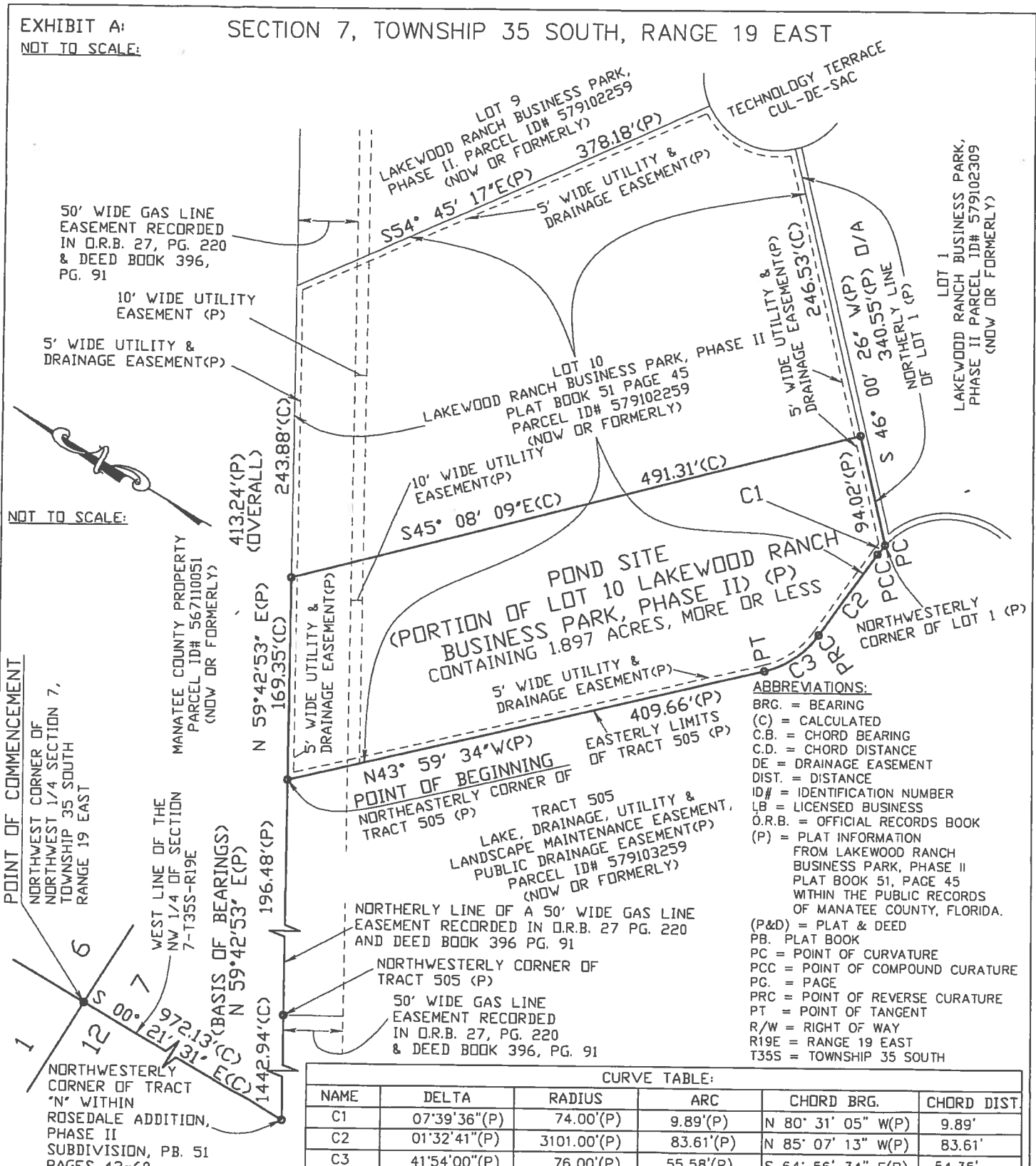
		 <b>MANATEE COUNTY PUBLIC WORKS</b>	PREPARED BY:  <b>MFKIM &amp; CREED</b> 5701 Division Drive, Suite A, Fort Myers FL. 33905 239-275-8875 LB 7917
<b>PARCEL SKETCH – THIS IS NOT A SURVEY</b>			
	BY	DATE	44th Avenue East
	DRAWN	L.SHUMAN	6/16/19
REVISION	BY	DATE	Project Number: 6045662
	CHECKED	M.HOLT	7/21/20
			Portion of Lot 10, Lakewood Ranch Business Park, Phase II
			SHEET 1 OF 2

EXHIBIT A:  
NOT TO SCALE:

SECTION 7, TOWNSHIP 35 SOUTH, RANGE 19 EAST



ABBREVIATIONS:  
BRG. = BEARING  
(C) = CALCULATED  
C.B. = CHORD BEARING  
C.D. = CHORD DISTANCE  
DE = DRAINAGE EASEMENT  
DIST. = DISTANCE  
ID# = IDENTIFICATION NUMBER  
LB = LICENSED BUSINESS  
O.R.B. = OFFICIAL RECORDS BOOK  
(P) = PLAT INFORMATION FROM LAKEWOOD RANCH BUSINESS PARK, PHASE II PLAT BOOK 51, PAGE 45 WITHIN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.  
(P&D) = PLAT & DEED  
PB. PLAT BOOK  
PC = POINT OF CURVATURE  
PCC = POINT OF COMPOUND CURVATURE  
PG. = PAGE  
PRC = POINT OF REVERSE CURVATURE  
PT = POINT OF TANGENT  
R/W = RIGHT OF WAY  
R19E = RANGE 19 EAST  
T35S = TOWNSHIP 35 SOUTH

CURVE TABLE:					
NAME	DELTA	RADIUS	ARC	CHORD BRG.	CHORD DIST.
C1	07°39'36"(P)	74.00'(P)	9.89'(P)	N 80° 31' 05" W(P)	9.89'
C2	01°32'41"(P)	3101.00'(P)	83.61'(P)	N 85° 07' 13" W(P)	83.61'
C3	41°54'00"(P)	76.00'(P)	55.58'(P)	S 64° 56' 34" E(P)	54.35'

This legal description and sketch is incomplete without the signed and sealed legal description.



MANATEE COUNTY PUBLIC WORKS

PREPARED BY:  
**MFKIM & CREED**  
5701 Division Drive, Suite A, Fort Myers  
FL. 33905  
239-275-8875 LB 7917

PARCEL SKETCH - THIS IS NOT A SURVEY

REVISION	BY	DATE

BY	DATE	44th Avenue East	Project Number: 6045662
DRAWN	L.SHUMAN	6/15/19	Portion of Lot 10, Lakewood Ranch Business Park, Phase II
CHECKED	M.HOLT	6/17/19	SHEET 2 OF 2



Approved in Open Session 3/23/21  
Manatee County  
Board of County Commissioners

## Board of County Commissioners March 23, 2021 - Regular Meeting

### **SUBJECT**

EXECUTION OF CONTRACT FOR SALE AND PURCHASE FOR A PERMANENT EASEMENT WITH LAKEWOOD RANCH COMMERCE PARK, LLC, FOR PROPERTY LOCATED AT 10307 TECHNOLOGY TERRACE, BRADENTON, FLORIDA 34211

### **Category**

CONSENT AGENDA

### **Briefings**

None

### **Contact and/or Presenter Information**

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

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

### **Action Requested**

Execution of Contract for Sale and Purchase for a Permanent Easement with Lakewood Ranch Commerce Park, LLC.

### **Enabling/Regulating Authority**

Florida Statutes Chapter 125, County Government  
Manatee County Comprehensive Plan

### **Background Discussion**

- The 44th Avenue East Project (Project Number 6045662) from 44th Avenue Plaza East to Lakewood Ranch Boulevard was approved in FY 2015.
- A permanent drainage easement is needed for a proposed pond expansion for the project.
- The Property Acquisition Division performed an in-house valuation and reached an agreement with Lakewood Ranch Commerce Park, LLC. The \$13,000 agreement eliminates additional costs for litigation fees or expert fees associated with this permanent drainage easement.
- The area of the permanent drainage easement is 1.897 acres



**Attorney Review**

Not Reviewed (No apparent legal issues)

**Other (if applicable)**

**Reviewing Attorney**

**Instructions to Board Records**

Please return a copy of the approved agenda item to Charles Meador at Charles.meador@mymanatee.org, Johnnie Yetter at Johnnie.yetter@mymanatee.org, and Eric Shroyer at Eric.shroyer@mymanatee.org. **Distributed 3/26/21 RT**

**Cost and Funds Source Account Number and Name**

\$13,000.00 to 382-6045662, SE Impact Fees

**Amount and Frequency of Recurring Costs**

N/A



**DRAINAGE EASEMENT**

**LAKWOOD RANCH COMMERCE PARK, LLC  
10307 TECHNOLOGY TERRACE  
BRADENTON, FL 34211  
PID 579102259**



**DISTRICT 5- VANESSA BAUGH**