PROJECT: 60th Avenue East - US 301/ to Mendoza Road
PROJECT NO: 6083160
PARCEL NO: S1-11 S1-14, S1-14A, S1-14B, & S1-14C
PID NO: 816700359 and 816800279

CONVEYANCE AND CONSTRUCTION AGREEMENT

This Agreement (the "Agreement") is entered into as of the Effective Date set forth herein, by and between **NORTH RIVER VILLAGE GEC, LLC,** an Ohio limited liability company, (hereinafter the "Seller") whose mailing address is 6562 University Parkway, Suite 210, Sarasota Florida 34240, and **MANATEE COUNTY**, a political subdivision of the State of Florida, (hereinafter the "Buyer") whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205. Seller and Buyer are sometimes collectively referred to herein as the "Parties" and individually as "Party."

WHEREAS, Buyer is a political subdivision of the State of Florida and is authorized under Chapters 125 and 127, Florida Statutes, to acquire interests in privately owned lands which are necessary for public use; and

WHEREAS, Buyer is in the process of acquiring property rights which are necessary for the public purpose of constructing improvements to 60th Avenue East from US 301 to Mendoza Road (the "Project"), which consists of the construction, reconstruction, installation, operation, and maintenance of roadway, drainage (including any modifications to existing detention pond), and pedestrian improvements, and the relocation and improvement of public utilities; and

WHEREAS, Seller is the owner of certain real property within the boundaries of the Project bearing an address of 6100 U.S. 301 North, Ellenton, Florida 34222 known as the North River Village Shopping Center (the "Property'); and

WHEREAS, Buyer requires Parcels S1-11, S1-14, S1-14A, S1-14B and S1-14C for the Project (collectively the "Parcels"); and

WHEREAS, as the Parcels are more particularly illustrated and described in **Composite Exhibit "A"**; and

WHEREAS, Buyer desires to acquire fee simple title to Parcels S1-11 and S1-14 (the "Fee Simple Parcels"), a temporary easement interest in and to Parcels S1-14A and S1-14B (the "Temporary Easement Parcels"), and a right of way easement in and to Parcel S1-14C (the "Right of Way Easement Parcel"); and

WHEREAS, Seller agrees to the sale and transfer of fee simple and easement interests in the Parcels to the Buyer for the monetary compensation and other terms set forth herein (the "Consideration"); and

WHEREAS, as a condition precedent to the conveyance of the Parcels to Buyer, Seller must first obtain the appropriate approval from Manatee County required to confirm that Seller's existing multi-tenant pylon sign located at the SW corner of the Property ("Existing Sign"), remains a conforming improvement after the transfer of Parcel S1-11 (the "Sign Approval"); and

WHEREAS, Buyer shall undertake the design of the Cure Work (defined below) in accordance with the plan attached hereto as **Composite Exhibit "B"** (the "Cure Plan") and process any required applications for the Approval; and

WHEREAS, after conveyance of the Parcels to Buyer, Seller shall provide funds from the sale of the Parcels to Buyer, as outlined below, so that Seller's remaining lands (the "Remainder Property") may be modified through the implementation of the Cure Plan by the Project's construction contractor, who has been retained by Buyer through the public, competitive solicitation process (the "Project Contractor"); and

WHEREAS, the Parties agree that Buyer shall perform construction management services for day-to-day monitoring of the construction and implementation of the Cure Plan during all phases of construction on the Remainder Property; and

WHEREAS, the Parties shall each designate a construction representative contact (the "Project Representatives") who will jointly operate as direct points of contact and coordination for Buyer and Seller during the construction of the Project and the design and construction of the Cure Plan on the Remainder Property; and

WHEREAS, the post-closing elements of the Consideration required in this Agreement shall survive the sale of the Parcels in order to govern the temporary and perpetual rights and responsibilities between the Parties arising from their cooperation on the Project;

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. **Effective Date.** The effective date of this Agreement means the date on which this Agreement becomes effective and binding on the Parties and shall be the date when the last Party has signed this Agreement (hereinafter the "Effective Date").

3. **Exhibits.** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Composite Exhibit "A" – Legal Description and Sketch of all Parcels
Composite Exhibit "B"– Cure Plan
Exhibit "B-1" – Initial Staging Area for Cure Work
Exhibit "B-2"- Insurance Requirements
Exhibit "C" – Form of Warranty Deed

Exhibit "D" – Form of Temporary Construction Easement
Exhibit "E" – Form of Right of Way Easement
Exhibit "F" – Form of Right of Entry Agreement
Exhibit "G" – Form of Affidavit of Ownership and Encumbrances
Exhibit "H" – Form of Anti-Human Trafficking Affidavit

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

CONVEYANCE

4. Closing Contingency. As stated above receipt of the Sign Approval is a condition precedent to the Seller's obligation to close under this Agreement. The Parties acknowledge that Seller presently owns a strip of real property bearing Manatee County Property Appraiser Parcel ID # 816700359 (the "Existing Sign Parcel"), that the Existing Sign Parcel is presently contiguous to the larger property occupied by the North River Village commercial development, and that the southern end of the Existing Sign Parcel contains the Existing Sign for the North River Village commercial development. Upon the conveyance of Parcel S1-11 to Buyer, the Existing Sign Parcel will no longer be contiguous to the Remainder Property. In the event that the conveyance of Parcel S1-11 would render the Existing Sign a nonconformity under the Manatee County Land Development Code, prior to the Closing of this Agreement (as defined in Paragraph 8, below), Buyer will obtain the appropriate Sign Approval which will allow the Existing Sign to remain in its present location as a permitted and conforming improvement, including the ability to maintain, repair and replace the Existing Sign in its current location with the same or less dimensions. Immediately after the Effective Date, Seller shall apply for a Right of Way Use Permit from Buyer that will establish a perpetual right in Seller to access and maintain the Existing Sign from the eastern abutting right of way of 60th Avenue (the "Permit"). The date on which the Sign Approval is obtained by Seller which is final and not subject to appeal, or the date of the Permit issuance, whichever is later, shall be the "Closing Contingency Date" of this Agreement. In the event that the Sign Approval or Permit is not obtained within one hundred twenty (120) days after the Effective Date, Seller shall have the right at its option (i) to terminate this Agreement by written notice to Buyer, or (ii) to waive the contingency for the Sign Approval and proceed to Closing.

5. Purchase Price and Closing Documents. At Closing (hereafter defined), Buyer shall pay to Seller **THREE MILLION SEVEN HUNDRED SEVENTY-SIX THOUSAND THREE HUNDRED DOLLARS ($3,776,300.00)** ("Purchase Price"), subject to adjustment upon Closing as hereinafter provided. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

Seller shall deliver to Buyer at Closing:

A. A Warranty Deed conveying to Buyer marketable, fee simple title to the Fee Simple Parcels, free and clear of all liens and encumbrances, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county

zoning restrictions or regulations in effect, if any, except as hereinafter provided. The Warranty Deed shall be in substantially similar form as **Exhibit "C"**.

B. A Temporary Construction Easement conveying to Buyer the necessary easement interests in the Temporary Easement Parcel, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any. The Temporary Construction Easement Deed shall be in substantially similar form as **Exhibit "D"**.

C. A Right of Way Easement conveying to Buyer the necessary easement interests in the Right of Way Easement Parcel, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any. The Right of Way Easement shall be in substantially similar form as **Exhibit "E"**.

D. A Temporary Right of Entry Agreement over and across the Remainder Property to be used by the Buyer, Project Contractor and Project Representatives to construct and oversee the Cure Plan. The Temporary Right of Entry Agreement shall be in substantially similar form as **Exhibit "F"**.

E. An Affidavit of Ownership and Encumbrances, in substantially similar form as **Exhibit "G"**.

6. Mortgages, Liens and Other Encumbrances.

A. Existing Encumbrances: Seller shall convey the Fee Simple Parcels 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. Seller shall be responsible for releasing any and all mortgage liens encumbering the Fee Simple Parcels 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 Fee Simple Parcels which could serve as a basis for a construction lien have been paid or will be paid prior to Closing.

7. Title Evidence. During the period commencing **TEN (10)** days after the Closing Contingency 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 Agreement 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 Agreement 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 Agreement.

8. Closing. This transaction shall be closed on or before **SIXTY (60)** days from the Closing Contingency Date (the "Closing"). The date and time of Closing shall be mutually agreed upon between the Parties and shall be conducted by escrow delivery of documents and funds to the Closing Agent named below. 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 Agreement.

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 Agreement, by the date of Closing. If such conditions are not so met, Buyer may elect either to terminate this Agreement by written notice to Seller or close the transaction contemplated in this Agreement without reduction to the Purchase Price and thereby waive Seller's performance of those conditions which have not been satisfied.

B. Other Documents for Closing: Seller and Buyer shall execute and deliver at Closing such other documents as may reasonably be required pursuant to this Agreement and any state or federal law, in order to close this transaction.

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 pending the Closing.

D. Condition of Parcels: Seller shall not commit, or permit anyone else to commit, any loss, destruction or damage to the Parcels, 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 Parcels from the Effective Date of this Agreement to the date of Closing, except for reasonable wear and tear. If Buyer so requests, a walk-through of the Parcels shall be scheduled and conducted prior to the Closing to assure compliance with this Agreement.

E. Closing Agent: Independence Acquisition & Appraisal, LLC shall serve as the Closing Agent.

F. Escrow Agent: American Government Services Corporation shall serve as the Escrow Agent. All funds held by the Escrow Agent under this Agreement, if any, shall be placed in a non-interest-bearing account and shall be disbursed in accordance with this Agreement. See the Construction section of this Agreement for further instructions concerning escrowed funds and disbursements.

9. Taxes and Closing Expenses.

A. Seller is responsible for all taxes due on the Fee Simple Parcels up to, but not including, the date of Closing. The Closing Agent shall withhold from Seller's proceeds at Closing an amount equal to Seller's pro rata share of real estate taxes and special assessments, if any, allocated to the Fee Simple Parcels as prorated to the date of Closing, and such amounts shall be paid to the Manatee County Tax Collector.

B. If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes allocated to the Parcels prorated to the date of Closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rates on the Property owned by Seller. Under either this subparagraph or subparagraph A above, where taxes are prorated based upon the preceding year's tax assessment, the Parties agree to re-prorate taxes, with maximum discount, upon the request of either Party within **SIX (6)** months from the date the taxes for the year of Closing have been certified by Manatee County.

C. Costs to be Paid by Seller: Seller shall pay for all costs of curing title defects, and for all Seller's legal fees and costs pursuant to paragraph 12, below.

D. Costs to be Paid by Buyer: In addition to the Purchase Price, Buyer shall pay all recording costs, all costs for an owner's title insurance policy and related title costs, all Closing Agent and Escrow Agent fees, and all Buyer's legal fees and costs pursuant to paragraph 12, below, if any.

10. Assignability. The Parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other Party, provided that Seller may assign to Bank as collateral its rights under this Agreement that survive Closing without Buyer's consent.

11. Amendments. This Agreement 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 Board of County Commissioners of Manatee County, Florida (hereinafter the "Board").

12. Legal Fees and Costs. Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

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

14. **Availability of Funding**. The obligations of the Buyer under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Board 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 Agreement, Buyer shall have the option of terminating this Agreement and all covenants and obligations hereunder by providing **THIRTY (30)** days' written notice to the Seller. If Buyer terminates this Agreement due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Agreement shall terminate.

15. **Broker's Fees**. Neither Party will pay a commission to any broker in connection with the sale and purchase of the Parcels. 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 Agreement and Buyer fails to purchase the Parcels or to perform any of the covenants, conditions or warranties of this Agreement, Seller, at Seller's option, may proceed at law or in equity to enforce Seller's legal rights under this Agreement. If Seller for any reason fails to perform any of the covenants, conditions or warranties of this Agreement, Buyer shall, at Buyer's option, (a) terminate this Agreement by written notice to Seller, (b) waive the nonperformance and proceed with Closing without reduction to the Purchase Price, or (c) have the remedy of specific performance of this Agreement.

17. **Documents and Reports**. Within **TEN (10)** days after the Effective Date of this Agreement, Seller shall provide to Buyer copies of the most recent: (i) written report in Seller's possession relating to the environmental condition of the Property; (ii) boundary surveys of the Property; and (iii) title policy pertaining to the Property, if any.

18. **Environmental Site Assessment**. During the Inspection Period, Seller will permit representatives of Buyer to enter upon the Parcels for the purposes of conducting tests, inspections or examinations that Buyer desires in regard to the environmental conditions of the Parcels, including, but not limited to, tests, borings, percolation tests and other tests, inspections or examinations that Buyer may order, at its expense, to determine subsurface or topographic conditions of the Parcels. If Buyer, in its sole and absolute discretion, concludes from the results of the tests or for any other reason or factor that the Parcels are not feasible or desirable for Buyer's intended purpose, Buyer shall notify Seller in writing of Buyer's conclusion on or before the end of the Inspection Period and this Agreement shall then be deemed terminated and of no further force and effect, and no Party shall have any rights or claims against one another which might otherwise result from this Agreement, unless Buyer and Seller negotiate and enter into a mutually acceptable amendment to this Agreement to address such concern.

19. **Occupancy and Possession**. Seller shall, at Closing, deliver occupancy and possession of the Fee Simple Parcels to Buyer free of tenants or other parties in possession. Also, at Closing, Seller shall have removed all personal property, trash and waste materials from the Fee Simple Parcels including, but not limited to, all automotive accessories and parts, batteries, chemicals, equipment, fluorescent lighting, oil and paint cans, petroleum products and tires. Any personal property remaining on the Fee Simple Parcels after Closing shall be deemed abandoned by Seller.

20. Representations and Warranties of Seller. Seller hereby covenants, represents and warrants from the Effective Date through the date of Closing that:

A. Seller shall not enter into any new lease agreements, occupancy agreements, parking agreements, or any brokerage, maintenance, management, service or similar contracts, or amend, modify or renew any such existing agreements or contracts regarding the Fee Simple Parcels which will extend beyond the Closing without the prior written consent of Buyer.

B. During the time of Seller's ownership of the Parcels, Seller warrants that, to the best of Seller's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were buried, disposed, dumped, placed, released or stored on the Parcels.

C. Seller has no knowledge of any aboveground, buried or partially buried containers, drums, storage vessels or tanks in, on or under the Parcels.

D. Seller has no knowledge of any material defects relating to the Parcels or improvements located thereon, if any, including, but not limited to archaeological sites, sinkholes, structural defects, termite infestation or unstable soil conditions.

E. The Parcels are not the homestead of Seller.

F. The Parcels do not consist of areas which have been leased, in whole or in part, to any of Seller's tenants on the Property as of the Effective Date.

G. The Parcels consist of common area used for the North River Village commercial development, over which Seller has exclusive right and control.

21. Indemnification Against Tenants and Easement Holders. Seller represents that it is authorized to enter into this Agreement and agrees to indemnify and hold Buyer harmless as to any claims raised by Seller's tenants that arise from this Agreement, including but not limited to tenant claims concerning any possessory rights to the Fee Simple Parcels, claims related to loss of use of parking spaces and access points during construction of the Project and Cure Plan, and any claims for business damages. Seller also agrees to indemnify and hold Buyer harmless as to any claims raised by any holder of easement rights ("Easement Holders") pursuant to that certain Reciprocal Easement Agreement dated August 12, 2014, recorded in Manatee County Official Records Book 2532, Page 1189; as modified by Amendment to Reciprocal Easement Agreement dated September 14, 2014, recorded in Manatee County Official Records Book 2539, Page 7450, or any other easements encumbering the Parcels that arise from this Agreement, including but not limited to Easement Holders' claims related to modifications to protected access areas or other interference with access or other easement rights during construction of the Project and Cure Plan, and any claims for business damages.

22. Survival of the Conveyance Section of this Agreement. It is expressly acknowledged, understood and agreed upon by the Parties that the representations and warranties

made by Seller in this Conveyance section of this Agreement shall survive the Closing and shall remain enforceable as set forth herein for a period of one (1) year.

CONSTRUCTION

23. Project Construction Plans. As previously defined, the Project is the 60th Avenue East Improvement Project from US 301 to Mendoza Road located in Manatee County, Florida. The Parties acknowledge this Agreement is based upon the 100% roadway plans bearing a print date of November 10, 2025, prepared by Kisinger Campo & Associates (the "Preliminary Project Construction Plans"), solely as they relate to that section of the Project which is the subject of this Agreement. Any amendments to the Preliminary Project Construction Plans which change the design or specifications on which this Agreement is based shall be specifically identified by Buyer in correspondence to Seller and shall be approved by Seller in writing prior to commencement of construction, such approval to not be unreasonably withheld. Notwithstanding the forgoing, the Parties understand, acknowledge and agree that the Preliminary Project Construction Plans will be subsequently updated after the Closing of this Agreement to develop a final set that will be provided to Seller and issued to the Project Contractor for construction (the "Project Construction Plans").

24. Cure Plan Development, Incorporation and Implementation. The Parties acknowledge and agree that the Cure Plan attached hereto as **Exhibit "B"** is a preliminary engineered design, which will be utilized by Buyer, to prepare fully engineered signed and sealed construction plans, which will depict the construction activities on the Remainder Property required to complete the Cure Plan (the "Cure Construction Plans"). The Cure Construction Plans will be certified to both the Buyer and Seller. The Cure Construction Plans will be incorporated as a subset of the Project Construction Plans for the Project Contractor, who will be responsible for implementation and construction of the work on the Remainder Property (the "Cure Work"). In furtherance thereof, the Parties agree to the following:

A. After Closing, Seller will need to obtain the approvals required for the installation of the Cure Work which includes a new sign as described in the Cure Plan ("Cure Approvals"). Buyer will have the Project engineer process the Cure Approvals, at Seller's expense. Buyer agrees to cooperate and assist Seller as to obtaining the Cure Approvals and acknowledges and agrees that the Cure Work is required as a consequence of the Project. Buyer does not commit any government authority to issue any of the Cure Approvals.

B. It is acknowledged between the Parties that Buyer's implementation of the Cure Construction Plans, through its final construction of the Cure Work, is part of the consideration for the sale of the Parcels and is intended to minimize the impact of the Project on the daily operations of the Property and to maintain the functionality of the North River Village commercial development to the greatest, reasonable extent possible.

C. Buyer's obligations under the Cure Work and Cure Construction Plans include the repair and replacement of the identified and material site improvements existing as of the date of this Agreement which are affected by the transfer of the Parcels, or which will be reasonably impacted by the construction of the Project. Repaired or

replaced improvements shall be made in a similar condition or better than that which exists as of the Effective Date.

D. The Cure Construction Plans, subject to reasonable modifications based upon final engineered construction design plans, shall substantially conform to the Cure Plan, which the Parties collaborated on prior to execution of this Agreement. Should reasonable modifications to the Cure Plan become necessary during the final design of the Cure Construction Plans, Buyer shall promptly notify Seller, and the Parties agree to cooperate in good faith to resolve any issues regarding same.

E. Prior to the execution of the construction contract with the Project Contractor for the Cure Work ("Cure Work Contract") or Project Contractor being issued an official letter from Buyer authorizing the Project Contractor to commence construction of the Project (the "Notice to Proceed"), Buyer shall provide a draft copy of the Cure Construction Plans and Cure Work Contract to Seller for review and approval. Seller shall have up to **thirty (30)** days to review the Cure Construction Plans and Cure Work Contract and provide comments back to Buyer. Seller may request a reasonable extension of time up to an additional **fifteen (15)** days. Seller's failure to provide comments back in the time provided herein shall be deemed approval by Seller of the Cure Construction Plans and Cure Work Contract. After receipt of the Cure Construction Plans and Cure Contract, Buyer agrees that Seller shall have the option, to be exercised in Seller's sole discretion, to notify Buyer in writing that Seller has elected to assume sole responsibility for performing the Cure Work or such other improvements as Seller may deem appropriate on the Remainder Property that are approved by all government authorities having approval rights ("Seller Assumption Notice"). Upon Seller giving the Seller Assumption Notice the Escrow Funds (defined below) shall be released by Escrow Agent to Seller and Buyer shall be released from any further obligation under this Agreement as to performance of the Cure Work.

F. Buyer shall further specify that the Project Contractor may subsequently enter into a direct agreement with Seller for any additional work not part of the Cure Plan or Cure Construction Plans, for which Buyer would not be responsible for implementing or overseeing. Unless a Seller Assumption Notice has been issued, and notwithstanding any rights or remedies Buyer may have with the Project Contractor, Buyer shall remain responsible to Seller for the Cure Work being performed under the Cure Construction Plans on the Remainder Property. Any additional work not part of the Cure Plan or Cure Construction Plans will be at Seller's sole cost and expense. Should Seller enter into a separate, direct contract with the Project Contractor for additional construction activities, it shall provide Buyer with written notice and a copy of same.

G. Seller's Project Representative is Jamie Hollingsworth. Buyer's Project Representative is Jim Shuler. Contact information for the Project Representatives shall be provided by the Effective Date. Either party may substitute their Project Representative after the Effective Date upon written notice delivered to the other party. The purpose of the Project Representatives is to monitor the day-to-day implementation of this Agreement and the Cure Plan, to serve as the Buyer's and Seller's primary points of contact during the Cure Construction Plans preparation process, the construction of the Cure Work, and to

promptly resolve any issues that arise during the associated construction activities for the Cure Construction Plans which may impact Seller's ongoing operations on its Remainder Property.

H. Notwithstanding the above, it is expressly understood and agreed by the Parties that the Project Contractor tasked with constructing the Cure Work may be able to achieve greater efficiencies and constructability during the actual implementation of the Cure Construction Plans through minor deviations in the timing and implementation of phasing plan, which will be beneficial to the Parties, the Project and the intent of Cure Plan, and which will not have a material impact on Seller or its ongoing operations. Because those efficiencies and constructability benefits are not and cannot be known at the time of the Effective Date, and because other unforeseen circumstances may require a deviation from the Cure Plan, the Project Contractor may propose to Seller modifications to the phasing or to the Cure Work shown on the Cure Plan or Cure Construction Plans. Seller agrees to cooperate in good faith with respect to any such proposed modifications and to provide written responses to the Project Contractor. Any proposed deviation to the approved design standards and specifications contained in the Cure Plan or Cure Construction Plans or change order to the Cure Contract shall be submitted to Seller for approval in writing. Seller shall respond to Buyer in writing within **thirty (30)** days from its receipt of the proposed deviation request. Seller may request a reasonable extension of time up to an additional fifteen (15) days. Seller's failure to provide comments back to Buyer within the time provided shall be deemed an approval by Seller. Proposed modifications to the design standards and specifications contained in the Cure Plan or Cure Construction Plans must have the written or de facto approval of Seller prior to their implementation. As with all other aspects of the implementation of the Cure Construction Plans, the Parties agree to cooperate in good faith and to utilize the Project Representatives and dispute resolution process herein. Any other modification to the Cure Plan or Cure Construction Plans that do not affect the approved design standards and specifications or cost of the Cure Work shall be reviewed and approved by the Project Representatives.

I. The Parties acknowledge and agree that in order for the Cure Construction Plans to be timely implemented, the Project Contractor must have access to the Parcels and Remainder Property required to construct the Project and perform the Cure Work. Although Buyer will have sufficient legal rights to utilize the Parcels as set forth herein, Seller agrees to cooperate with Buyer, through the Project Representatives, to remove and exclude third-parties from the Parcels and area of the Cure Work on the Remainder Property upon request in advance of construction. As needed during construction, the Parties shall further cooperate to continue to exclude third-parties from the Parcels and area of the Cure Work on the Remainder Property until those areas are authorized by Buyer's Project Representative for use by others.

J. The Parties acknowledge and agree that during construction of the Cure Construction Plans, there will be minor impacts and disruptions to the Seller's operations. For example, during the reconstruction of Seller's existing parking lot entrance from 60th Avenue there will be brief disruptions or changes in the flow of traffic. Similarly, as the replacement parking is being constructed in phases, some parking areas will be functionally useable while other areas remain under construction. The Parties acknowledge and agree

that items such as final landscaping may not be completed at the precise time when a replacement parking area becomes available for functional and safe use. Buyer, through its Project Contractor and Project Representative, agrees to minimize these minor impacts and disruptions to the greatest extent reasonably possible and to coordinate with Seller's Project Representative throughout the process. Buyer, through its Project Contractor and Project Representative, will endeavor to cure such minor impacts and disruptions in a prompt and timely manner. However, it is expressly understood by the Parties that any such minor disruptions or minimal impacts are expected and do not constitute a breach of Buyer's obligations under the Cure Plan/Cure Construction Plans or any other portion of this Agreement. To maintain access to the Remainder Property including truck deliveries from and to 60th Avenue, Buyer agrees that the Project Contractor shall maintain a minimum of one (1) access point for the duration of construction of the Project and Cure Work. Prior to Closing any existing access point on 60th Avenue, the Project Contractor and Project Representatives shall adopt a written access plan that will provide suitable access during construction.

K. The Parties further acknowledge and agree that certain portions of the replacement parking may be functionally useable by Seller while other construction activities remain ongoing. So long as the Parties, Project Contractor, Project Representatives, and other appropriate officials agree that it is suitable and safe, even if final improvements such as permanent lighting or landscaping are not yet completed, nothing in this Agreement prohibits Seller from using same. Temporary lighting and other temporary improvements may be utilized if appropriate as determined by the Parties, Project Contractor, and Project Representatives.

L. All Cure Work pursuant to the Cure Plan and Cure Construction Plans shall be performed in a good and workmanlike manner and in accordance with all approved plans, permits, regulations, and all generally accepted construction methods for same.

M. Buyer will ensure that the insurance requirements placed upon the Project Contractor as to the Remainder Property will cover all Cure Work performed under the Cure Construction Plans. The insurance shall satisfy the minimum requirements set forth on Exhibit "B-2" and Seller shall be named as an additional insured party on such insurance. Certificates of insurance shall be provided to Seller prior to commencement of construction.

25. **Payment for Cure Construction Plans and Construction**. The Parties acknowledge and agree that Seller shall pay for the preparation of the Cure Construction Plans and for the construction of the Cure Work on Seller's Remainder Property in accordance with the Seller approved Cure Contract and change orders thereto ("Seller's Costs"). At Closing Buyer shall receive a credit against the Purchase Price for engineering fees expended by Buyer prior to Closing relating to the preparation of the Cure Construction Plans. To the extent legally permissible Buyer agrees to waive application fees and inspection fees as to the Sign Approval and Cure Approvals and completion of the Cure Work. As to the Cure Work, Seller has provided an initial Engineer's Opinion of Probable Cost from Stantec, in the total amount of **NINE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS AND TWENTY-FOUR CENTS ($996,453.24)**. To this amount, Buyer has added a contingency of approximately 30%.

Therefore, at Closing the Escrow Agent shall retain the amount of **ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($1,300,000.00)**, (the "Escrow Funds") to be made available to and to be used by Buyer to pay for all unpaid design fees incurred for the preparation of the Cure Construction Plans, all permitting costs associated with the Cure Construction Plans, if any, all costs associated with integrating the Cure Construction Plans into the Project Construction Plans, and all costs of construction of the Cure Work associated with the Cure Construction Plans. The Escrow Agent is hereby authorized and directed by the Parties to make disbursements to Buyer from the Escrow Funds for these Seller Costs. As a condition to any disbursement from the Escrow Funds, Buyer shall provide Seller and Escrow Agent with a disbursement request accompanied by copies of all invoices for amounts requested and lien waivers if in payment for Cure Work for which a construction lien could be asserted (collectively, the "Disbursement Request"). Absent an objection from Seller, Escrow Agent shall disburse requested funds to Buyer within **fifteen (15)** business days from Buyer's delivery of the Disbursement Request. Should Buyer require funds for a purpose that is not set forth in this paragraph, the Parties must submit a joint request in writing to the Escrow Agent before Escrow Funds may be disbursed from escrow.

26. **True Up Process**. Upon completion of all construction activities on the Remainder Property as required by the Cure Construction Plans, Buyer shall provide confirmation of construction completion to Escrow Agent and Seller in writing accompanied by evidence of final inspections and closing of permits and final lien waivers from all potential lienors. Upon receipt of Buyer's written notification, any Escrow Funds remaining in escrow shall be immediately disbursed by the Escrow Agent to Seller. However, if the Escrow Funds have been depleted and were insufficient to cover the full amount of Seller's Costs, Buyer shall deliver written notice to Seller of the amount of the insufficiency. Seller shall then reimburse Buyer within **thirty (30)** days of Seller's receipt of Buyer's payment request. Buyer shall notify Seller in writing within ten (10) days after Buyer determines that Seller's Costs may exceed the amount of the Escrow Funds and the Seller and Buyer through the Project Representatives shall determine if any revision to the Cure Construction Plans should be made.

27. **Project Notice**. Buyer shall provide Seller with prompt notice of the public approval of the contracts associated with Cure Construction Plans and Cure Work approved by Seller, and advance written notice prior to issuing any Notice to Proceed. The Parties will continually and promptly communicate in good faith through final construction. The Project Representatives will be the Parties primary points of contact during construction. Seller shall be copied on the Notice to Proceed and any change orders related to the Remainder Property. Buyer shall be copied on any separate contract Seller enters into with the Project Contractor for additional construction activities along with Notices to Proceed and change orders.

28. **Construction of the Project**. Buyer agrees to abide by the following conditions during the construction of the Project:

A. In the event that Buyer, or any of its contractors, subcontractors, employees or agents damage the surface condition of the Remainder Property or any of its improvements, Buyer, through its Project Representative, will immediately notify Seller's authorized Project Representative, and shall then undertake reasonable repair and/or restoration efforts to return the damaged item to the same or better condition than it was

before the work was performed. The satisfaction of repair/restoration work shall be subject to the Project Representatives' joint approval. With regard to activities on the Remainder Property, Buyer shall require its contractors and subcontractors to maintain property and liability insurance with coverages in amounts reasonably acceptable to Seller, with Seller and its lender as named insured parties. Without waiving the rights, privileges and immunities afforded to Buyer by Section 768.28, Florida Statutes, Buyer shall otherwise defend, indemnify and hold Seller harmless for any claim or loss resulting from the negligence or other wrongful acts of Buyer, its contractors or subcontractors.

B. Buyer shall not use the Remainder Property for parking, storage or staging for the Project, except as required for implementation of the Cure Plan and Cure Construction Plans on the Remainder Property. The Parties agree to cooperate in good faith to identify a staging area for the Cure Work on the Remainder Property. Attached as **Exhibit "B-1"** is a plan depicting the initial staging area. The contract with the Project Contractor shall provide that any stored materials, vehicles, tools, equipment, and other personal property on the Remainder Property is the sole responsibility and cost of the Project Contractor to receive, unload, catalog, organize, maintain, and secure. Any stolen or damaged items are the sole responsibility of the Project Contractor to replace within the scope and schedule of the Cure Work.

C. Seller's Project Representative will observe construction of the Cure Work pursuant to the Cure Plan and Cure Construction Plans and all other activities necessary to complete the Cure Work, Cure Plan, Cure Construction Plans, and the Project. Seller's Project Representative will be required to comply with Buyer's standard project safety requirements requested by Buyer, the Project Contractor, and/or the Buyer's Project Representative. The purpose of the Seller's Project Representative's observation is to ensure compliance with this Agreement, to coordinate with the Buyer's Project Representative should issues arise during construction of the Cure Plan and Cure Construction Plans, and to ensure the protection and continued operations of the Remainder Property. If, during construction of the Cure Plan and Cure Construction Plans, Seller's Project Representative identifies an issue, the issue shall be promptly communicated to the Buyer's Project Representative in writing. Neither Project Representative is providing construction administration services and the failure of a Project Representative to identify a deficiency in the Cure Work shall not be a basis for the Project Contractor or a Party to claim any waiver of any contract obligation or acquiescence to the deficiency. The Buyer's Project Representative is authorized to resolve any such issues, including directing the stop of any portion of the Cure Work, if necessary. The Parties, Project Contractor, and Project Representatives shall promptly work in good faith to resolve the issue and proceed with the construction of the Cure Plan and Cure Construction Plans. Should the matter not be resolved by the Project Representatives, the Dispute Resolution provisions, as further defined in Paragraph 31 below, shall apply.

29. **Default**. The Parties mutually acknowledge that the construction of the Cure Work is a critical element of the consideration being provided by Buyer for this Agreement, and that any failure by Buyer to abide by its obligations as described below will constitute a default under this Agreement. A default shall also include but not be limited to:

A. Failure to construct Pond SMF1 in a manner that allows for Seller's continued discharge of permitted stormwater volumes;

B. Refusal by Buyer, or any other regulatory body for any reason, to allow the discharge of Seller's stormwater into the Pond SMF1, unless such reason is caused by Seller's acts or omissions or failure to abide by the permit conditions and/or or applicable other statutes, regulations, and ordinances;

C. Failure by Buyer to design the Cure Construction Plans in substantial accordance with the Cure Plan, subject to reasonable modification based on final engineering design with notice to and consultation with Seller;

D. Failure by Buyer to submit the Cure Construction Plans to Seller for review and approval prior to the issuance of a Notice to Proceed for that portion of the work;

E. Subject to the provisions and exceptions in Paragraph 24, allowing for flexibility for the Project Contractor and the Buyer in terms of final engineering design of the Cure Construction Plans, failure by Buyer to either construct the Cure Work in substantial accordance with the Cure Plan, or failure to construct the Cure Work in substantial accordance with the Cure Construction Plans.

F. Failure to commence construction of the Project and Cure Work within **five (5)** years from the Closing of this Agreement or failure to complete the Cure Work within **twenty-four (24)** months after the issuance of a Notice to Proceed to the Project Contractor.

G. Any other action by Buyer which would impair, diminish or eliminate any component of the Cure Plan; or

H. Buyer fails to comply with any other covenant or obligation under this Agreement.

Seller shall be in default of this Agreement should any of the following occur:

I. Seller, its designated representative, its officers, directors, employees, contractors or agents materially and unreasonably interferes with the Project Contractor, Buyer's Project Representative, or Buyer's Cure Construction Plans engineer in the performance of their duties such that the Project or the implementation of the Cure Plan or the Cure Construction Plans is unreasonably delayed or not completed;

J. Failure of Seller to reasonably approve the Cure Construction Plans if they are in substantial conformity with the Cure Plan with allowances for reasonable modifications during final engineering design;

K. Seller prevents Buyer, the Project Contractor, Buyer's Project Representative or any of their respective contractors or agents from utilizing the rights of entry or other agreements executed by the Parties in furtherance of this Agreement, Cure Plan or Project; or

L. Seller fails to comply with any other covenant or obligation under this Agreement.

30. Dispute Resolution. For any dispute arising under this Agreement, the Parties agree to initially submit any controversy or claim through their respective Project Representatives. Written documentation and supporting data shall be promptly submitted regarding the nature and substance of the dispute. The Project Representatives shall have the authority to agree to resolutions of any disputes. The role of the Project Representatives is to coordinate and promptly resolve any disputes on a day-to-day basis without elevating the dispute to the Parties' officials. The Project Representatives shall provide the Parties' officials with procedures for raising issues and shall be readily available to Buyer and Seller's officials.

In the event all good faith efforts to resolve a dispute through the Project Representatives should fail, then the dispute may be elevated to the Parties' respective authorized officials, who shall agree to meet in good faith in an attempt to resolve any such dispute. Notice of any such dispute shall be made in writing within **ten (10)** days after the first day of the event giving rise to such dispute. All efforts to resolve the dispute through the Project Representatives should be provided in writing. Written documentation and supporting data shall be promptly submitted regarding the nature and substance of the dispute. All negotiations between the Parties, pursuant to this Dispute Resolution subparagraph are to be deemed confidential and shall be treated as compromise and settlement negotiations for the purposes of applicable rules of evidence. If the Parties cannot resolve a dispute through such a meeting then the dispute shall be submitted to non-binding mediation to be held in front of a mediator that is mutually agreeable to the Parties. If the Parties cannot resolve a dispute through mediation, either Party shall then be entitled to serve a notice of default and file a corresponding action in a court of law. In any event, if the dispute in question has not been resolved by negotiation within **ninety (90)** days of the disputing Party's notice, and the Parties have not otherwise agreed to extend such negotiation period, then either Party may initiate litigation.

The Parties shall bear their own expenses in any such informal proceedings.

31. Damages.

A. **Project Construction Plans**. This Agreement is based in part upon the Project Construction Plans described in Paragraph 21 (not including the Cure Construction Plans subset). If the Project is not constructed in substantial conformance with the Project Construction Plans, then, in addition to any other remedies Seller may have, Seller shall have all rights and remedies as would have been afforded to it had the Parcels been condemned by Buyer's power of eminent domain, and the case resolved by verdict with the Project Construction Plans having been made a part of the record at trial. *Central & Southern Florida Flood Control District v. Wye River Farms, Inc.*, 297 So. 2d 323, 329 (Fla. 4th DCA 1974) (cert. denied 310 So.2d 745 (Fla. 1975)). The Project Construction Plans shall be admissible in evidence in any such action.

B. **Cure Plan/Cure Construction Plans**. This Agreement is also based in part upon Buyer procuring the design and construction of the approved Cure Construction Plans in substantial conformance with the Cure Plan attached hereto as **Exhibit "B"**. If Buyer should fail to construct the Cure Work in substantial conformance with the Cure

Construction Plans, or in substantial accordance with authorized deviations appearing in the mutually approved Cure Construction Plans, or in substantial accordance with authorized deviations approved in writing by Seller and Buyer to the Project Contractor, all as set forth in this Agreement, then, in addition to any other remedies Seller may have, Seller shall have all rights and remedies as would have been afforded to it had the Parcels been condemned by Buyer's power of eminent domain and the case resolved by verdict, with the Cure Plan, Cure Construction Plans and Project Contractor authorizations having been made a part of the record at trial. The Cure Plan, Cure Construction Plans and Project Contractor authorization shall be admissible in evidence in any such action.

GENERAL PROVISIONS

32. Survival of this Agreement. It is expressly acknowledged, understood and agreed upon by the Parties that all portions of this Agreement that have not been fully performed on or before Closing shall survive the Closing.

33. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

34. Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Parcels and are intended to be an integration of all prior negotiations and understandings. This Agreement 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.

35. Florida Law and Manatee County Venue. This Agreement 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.

36. Force Majeure. No Party shall be required to perform any obligation under this Agreement 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, an epidemic, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a pandemic, 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 a "Force Majeure Event"). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement.

37. Headings. The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

38. Input and Interpretation. Each Party has had equal input into the drafting of this Agreement and has been represented by counsel in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against Seller or Buyer, whether under any rule of construction or otherwise. This Agreement shall be

construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

39. **No Development Rights Conferred**. Nothing herein shall be construed or deemed as giving approval for any development of any property. Nothing contained in this Agreement shall (a) create any development rights in favor of Seller; (b) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (c) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board or County officials pursuant to County Ordinances. All land use authorizations and development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require Buyer, the Manatee County Planning Commission or the Board to approve any applications submitted by Seller relative to any property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code. Buyer acknowledges that while this Agreement does not impose any obligation to issue any permits or approvals, receipt of the Sign Approval is a condition precedent to Seller's obligation to close under this Agreement.

40. **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: North River Village GEC, LLC
6562 University Parkway, Suite 210,
Sarasota Florida 34240

And Dye Harrison Knowles Hamrick
Kirkland Pratt DePaola & Johnson, PLLC
410 43rd St W, Ste. N
Bradenton, Florida 34209
Attention: Robert F. Greene, Esq.

If to Buyer: Manatee County Government
Attention: County Administrator
Post Office Box 1000
Bradenton, Florida 34206

and Manatee County Government
Office of the County Attorney
Attention: County Attorney
Post Office Box 1000

Bradenton, Florida 34206

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.

41. **Radon Gas**. Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following statement shall appear within the provisions of this Agreement:

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

42. **Severability**. If any one or more of the provisions of this Agreement 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 Agreement, 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.

43. **Survivability**. Any term, condition, covenant, indemnity, representation, undertaking, warranty, or obligation which requires performance by either Party set forth in this Agreement shall survive delivery and recording of the deed and easements and relinquishment of possession of the Fee Simple Parcels and shall remain enforceable against such Party subsequent to the Closing.

44. **Time of the Essence**. Time is of the essence with regard to all dates and times set forth in this Agreement. 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 term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

45. **Waiver**. The failure or neglect by any Party to enforce any right under this Agreement 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 possesses the right to waive enforcement of same.

46. Special Provisions.

A. Buyer hereby authorizes its County Administrator or his or her designee to take the necessary steps in furtherance of closing this transaction on behalf of Buyer and completion of obligations of Buyer that survive Closing ("Post-Closing Obligations"), including but not limited to:

i. Executing any documents required by Closing Agent to close the sale and/or complete the Post-Closing Obligations consistent with this Agreement;

ii. Acting as the agent for Buyer at Closing and in regard to the Post-Closing Obligations; and

iii. Acceptance of the recorded Warranty Deed, Temporary Easement, and Right of Way Easement.

B. This Agreement serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the Escrow Agent for the amount indicated on the Closing Statement for proper disbursement by the Escrow Agent to any of the following, if applicable, including the Seller, the Seller's attorney, the Manatee County Clerk of Court, the Manatee County Tax Collector, the Closing Agent, and the Escrow Agent.

C. Eminent Domain: This Agreement is made and executed under threat of and in lieu of eminent domain proceedings.

i. Accordingly, with respect to the Remainder Property, if any portion of the Remainder Property is rendered nonconforming which has not otherwise been addressed by this Agreement, the provisions of the Manatee County Land Development Code, Section 107.9 (Nonconformities Resulting From Exercise of Power of Eminent Domain), shall apply.

ii. Seller, through the terms of this Agreement with Buyer, accepts the Purchase Price as full compensation for the property taken, severance damages, business damages, and all other damages of whatsoever nature claimed by Seller, its officers, directors, successors and assigns, now and in the future arising from the acquisition of this Parcels, as well as for any and all attorney's fees (including attorney's fees for both monetary and non-monetary benefits), attorney's costs, expert's fees and expert's costs due and owing.

47. Anti-Human Trafficking. Seller shall provide Buyer with a sworn Anti-Human Trafficking Affidavit signed by an officer or a representative of Seller under penalty of perjury attesting that Seller does not use coercion for labor or services, as such items are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit shall be in substantially similar form as **Exhibit "H."**

48. **Execution in Counterparts**. This Agreement may be executed in any number of counterparts, and by the different Parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement, binding on all of the Parties. Any of the Parties hereto may execute this Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail or other electronic transmission (including via an Adobe portable document format file (also known as a "PDF" file)) shall be effective as delivery of a manually executed counterpart hereof. Each Party intends to be bound by such Party's facsimile, "PDF" or other electronically delivered format signature on this Agreement, is aware that the other Parties hereto may rely on any such electronically transmitted signature, and hereby waives any and all defenses to the enforcement of this Agreement based upon the form of signature or its manner of delivery.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below.

[Execution signatures appear on the following page.]

SELLER:
NORTH RIVER VILLAGE GEC, LLC,
an Ohio limited liability company

By: GREAT EASTERN CORPORATION,
an Ohio corporation
Its: Manager

By: _____
Name: Sarah B Hatcher
Title: Vice President

Date: 9/23/26

BUYER:
BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: _____
Deputy Clerk

Date: 10/20/26

COMPOSITE EXHIBIT A

LEGAL DESCRIPTION AND SKETCHES OF
PARCELS S1-11, S1-14, S1-14A, S1-14B, S1-14C

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF THE TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, RECORDED IN OFFICIAL RECORD BOOK 2532, PAGE 1186 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 34 SOUTH, AND RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS DEFINED BY CERTIFIED CORNER RECORD #104022; THENCE S89°50'24"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1344.43 FEET; THENCE S00°09'36"E, A DISTANCE OF 1391.31 FEET; THENCE N89°50'24"E, A DISTANCE OF 28.04 FEET TO THE EASTERLY RIGHT OF WAY OF 60TH AVENUE EAST PER OFFICIAL RECORD BOOK 2449, PAGE 6161, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N82°38'46"E, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 20.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N82°38'46"E, A DISTANCE OF 20.76 FEET; THENCE S17°42'57"E, A DISTANCE OF 15.48 FEET TO A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 135.15 FEET, A RADIUS OF 703.00 FEET, A DELTA ANGLE OF 11°00'50", A CHORD BEARING OF S11°49'05"E AND A CHORD LENGTH OF 134.94 FEET; THENCE N72°40'29"E, A DISTANCE OF 4.99 FEET; THENCE S17°34'04"E, A DISTANCE OF 95.83 FEET TO THE NORTHERLY RIGHT OF WAY OF US 301 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 13075-2404; THENCE S75°35'17"W, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 10.89 FEET; THENCE N17°48'53"W, A DISTANCE OF 248.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2,912 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

REVISED 7/22/2023
REVISED 4/04/2024

Russell P Hyatt

Digitally signed by Russell P Hyatt
Date: 2024.05.30 14:28:22 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-11, DATED 12/11/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

SKETCH & DESCRIPTION
PARCEL S1-11
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816700359
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

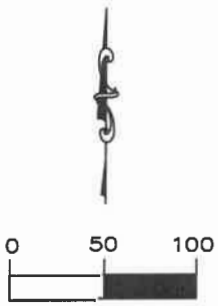
JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	6/2022	JDS	18-2238-S1_RWSL11	1 OF 2

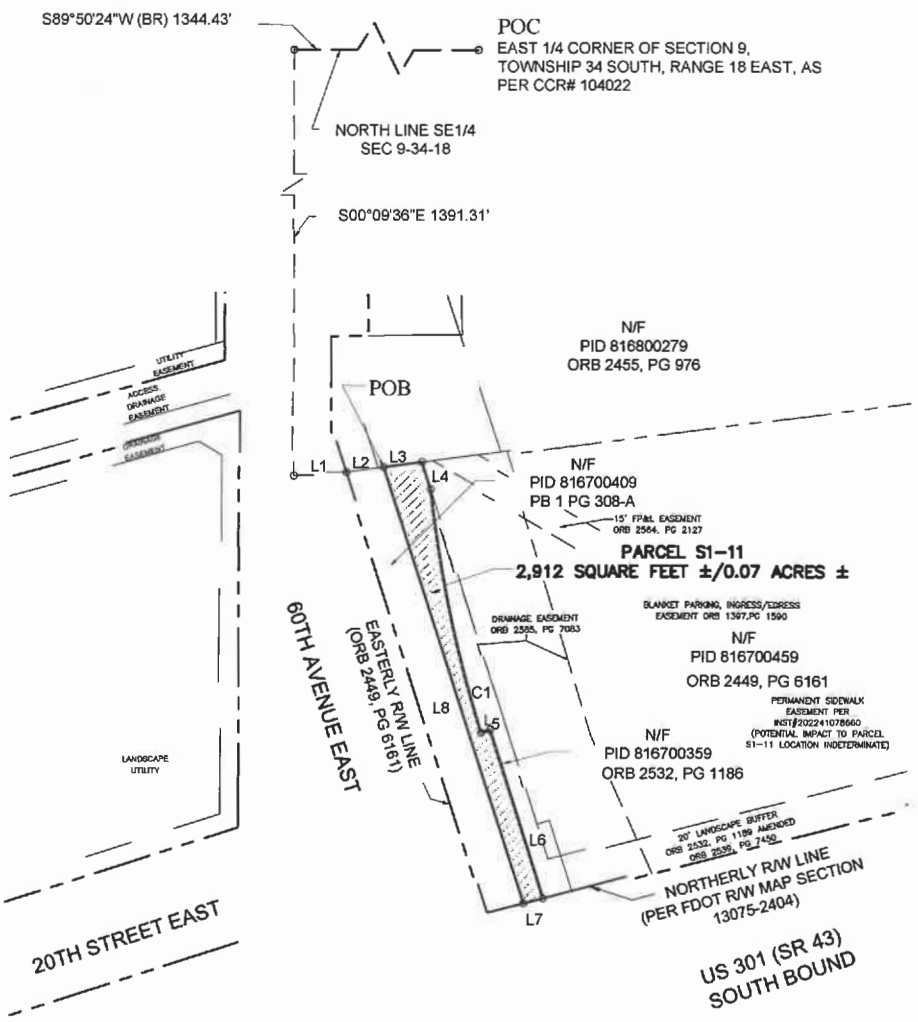
LEGEND

R/W	RIGHT OF WAY	LB	LICENSED BUSINESS (#)
ORB	OFFICIAL RECORD BOOK	ID	IDENTIFICATION
PG	PAGE	TWN	TOWNSHIP
PB	PLAT BOOK	RNG	RANGE
SF	SQUARE FEET	CCR	CERTIFIED CORNER RECORD
AC	ACRES	(BR)	BEARING REFERENCE
POB	POINT OF BEGINNING	SEC	SECTION
POC	POINT OF COMMENCEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
PID	PARCEL IDENTIFICATION	US	UNITED STATES
N/F	NOW OR FORMERLY		
±	MORE OR LESS		
(D)	DEED		
INST.#	INSTRUMENT NUMBER		

Manatee County FLORIDA

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°50'24"E	28.04'
L2	N82°38'46"E	20.34'
L3	N82°38'46"E	20.76'
L4	S17°42'57"E	15.48'
L5	N72°40'29"E	4.99'
L6	S17°34'04"E	95.83'
L7	S75°35'17"W	10.89'
L8	N17°48'53"W	248.68'





CURVE TABLE					
CURVE #	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	703.00'	135.15'	134.94'	S11°49'05"E	11°00'50"

SEE SHEET 1 OF 2 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-11
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816700359
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	6/2022	JDS	18-2238-S1_RWSL11	2 OF 2

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF THE TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, RECORDED IN OFFICIAL RECORD BOOK 2455, PAGE 976 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 34 SOUTH, AND RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS DEFINED BY CERTIFIED CORNER RECORD #104022; THENCE S89°50'24"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1344.43 FEET; THENCE S00°09'36"E, A DISTANCE OF 1391.31 FEET; THENCE N89°50'24"E, A DISTANCE OF 28.04 FEET TO THE EASTERLY RIGHT OF WAY OF 60TH AVENUE EAST PER OFFICIAL RECORD BOOK 2449, PAGE 6161 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N82°38'46"E, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 17.29 FEET TO THE POINT OF BEGINNING; THENCE N17°48'53"W, A DISTANCE OF 25.50 FEET; THENCE N00°10'08"W, A DISTANCE OF 49.12 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF 60TH AVENUE PER OFFICIAL RECORD BOOK 2455, PAGE 976, OFFICIAL RECORD BOOK 1990, PAGE 3355, PER OFFICIAL RECORD BOOK 2445, PAGE 976 AND OFFICIAL RECORD BOOK 1990, PAGE. 3355, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°23'01"E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 3.00 FEET; THENCE N00°10'08"W, ALONG SAID RIGHT OF WAY, A DISTANCE OF 657.62 FEET; THENCE N00°31'09"E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 330.23 FEET; THENCE N89°18'46"E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 180.13 FEET TO THE SOUTHWEST CORNER OF TRACT 605, BOUGAINVILLEA PLACE, AS RECORDED IN PLAT BOOK 50, PAGE 1, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°18'46"E, LEAVING SAID RIGHT OF WAY AND ALONG SAID SOUTH LINE, A DISTANCE OF 137.33 FEET; THENCE S02°09'48"W, A DISTANCE OF 233.50 FEET; THENCE S00°03'47"E, A DISTANCE OF 122.71 FEET; THENCE S89°56'13"W, A DISTANCE OF 217.83 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 102.03 FEET, A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 89°56'10", A CHORD BEARING OF S44°58'07"W AND A CHORD LENGTH OF 91.87 FEET; THENCE S00°03'47"E, A DISTANCE OF 55.86 FEET; THENCE S00°03'47"E, A DISTANCE OF 100.00 FEET; THENCE S00°04'56"E, A DISTANCE OF 100.00 FEET; THENCE S01°45'20"E, A DISTANCE OF 34.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 61.61 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 88°14'40", A CHORD BEARING OF S45°52'40"E AND A CHORD LENGTH OF 55.70 FEET; THENCE N90°00'00"E, A DISTANCE OF 7.84 FEET; THENCE S00°00'00"E, A DISTANCE OF 49.53 FEET; THENCE N90°00'00"W, A DISTANCE OF 8.41 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 62.83 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S45°00'00"W AND A CHORD LENGTH OF 56.57 FEET; THENCE S00°03'47"E, A DISTANCE OF 160.20 FEET; THENCE S03°16'51"E, A DISTANCE OF 27.54 FEET; THENCE S03°41'17"E, A DISTANCE OF 33.88 FEET; THENCE S82°38'46"W, A DISTANCE OF 27.05 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 135,273 SQUARE FEET OR 3.11 ACRES MORE OR LESS.

REVISED 7/22/2023
REVISED 4/04/2024

Russell P Hyatt

Digitally signed by Russell P Hyatt
Date: 2024.05.30 14:29:34 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

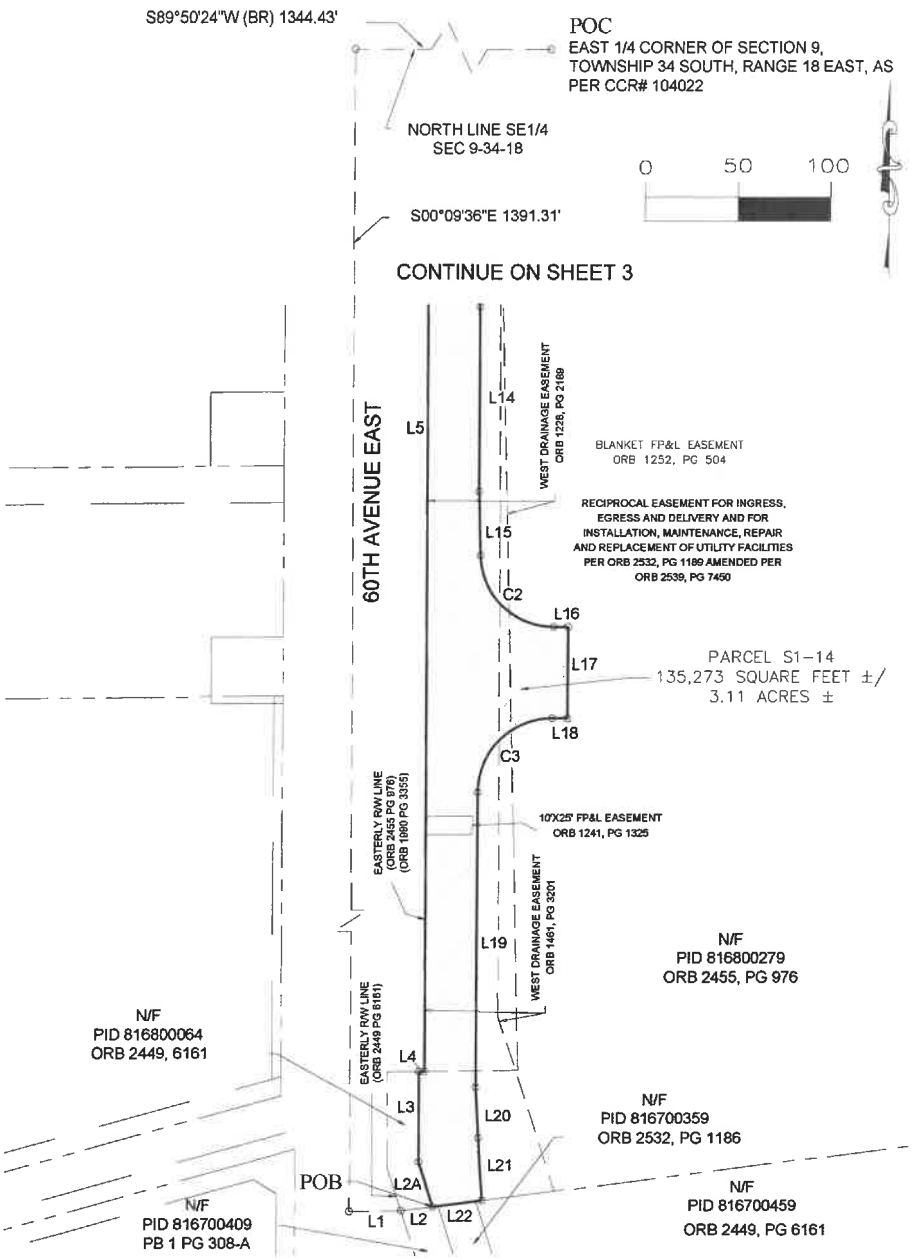
NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-14, DATED 11/03/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

SKETCH & DESCRIPTION
PARCEL S1-14
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	JDS	18-2238-S1_RWSL14	1 OF 3



Manatee County FLORIDA

LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	MORE OR LESS
(D)	DEED
INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°50'24"E	28.04'
L2	N82°38'46"E	17.29'
L2A	N17°48'53"W	25.50'
L3	N00°10'08"W	49.12'
L4	N89°23'01"E	3.00'
L5	N00°10'08"W	657.62'
L14	S00°04'56"E	100.00'
L15	S01°45'20"E	34.67'
L16	N90°00'00"E	7.84'
L17	S00°00'00"E	49.53'
L18	N90°00'00"W	8.41'
L19	S00°03'47"E	160.20'
L20	S03°16'51"E	27.54'
L21	S03°41'17"E	33.88'
L22	S82°38'46"W	27.05'

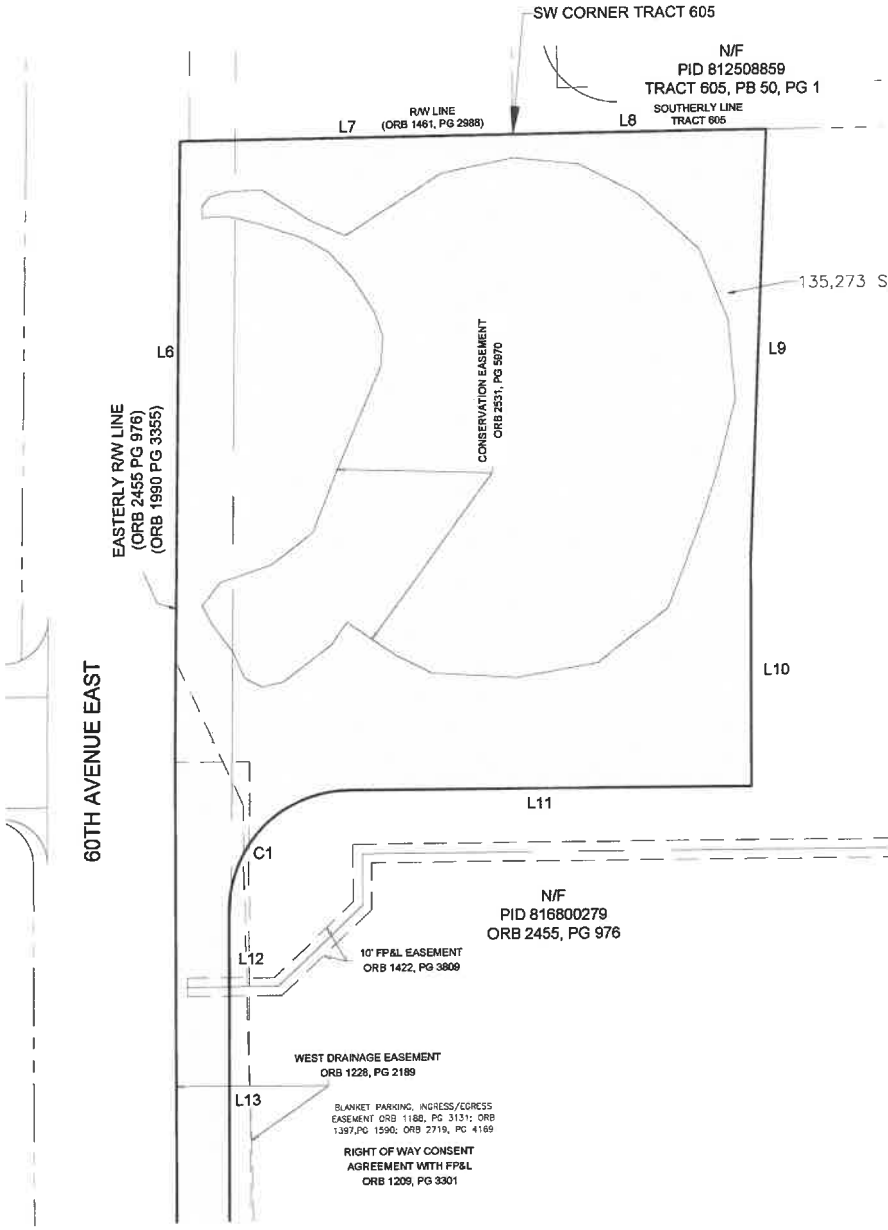
CURVE TABLE					
CURVE #	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C2	40.00'	61.61'	55.70'	S45°52'40"E	88°14'40"
C3	40.00'	62.83'	56.57'	S45°00'00"W	90°00'00"

SEE SHEET 1 OF 3 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	JDS	18-2238-S1_RWSL14	2 OF 3



CONTINUE ON SHEET 2

LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	MORE OR LESS
(D)	DEED
INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION

CURVE TABLE					
CURVE #	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	65.00'	102.03'	91.87'	S44°58'07"W	89°56'10"

LINE TABLE		
LINE #	BEARING	LENGTH
L6	N00°31'09"E	330.23'
L7	N89°18'46"E	180.13'
L8	N89°18'46"E	137.33'
L9	S02°09'48"W	233.50'
L10	S00°03'47"E	122.71'
L11	S89°56'13"W	217.83'
L12	S00°03'47"E	55.86'
L13	S00°03'47"E	100.00'

SEE SHEET 1 OF 3 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	JDS	18-2238-S1_RWSL14	3 OF 3

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF THE TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, RECORDED IN OFFICIAL RECORD BOOK 2455, PAGE 976 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 34 SOUTH, AND RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS DEFINED BY CERTIFIED CORNER RECORD #104022; THENCE S89°50'24"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1344.43 FEET; THENCE S00°09'36"E, A DISTANCE OF 1351.94 FEET; THENCE N89°50'24"E, A DISTANCE OF 20.45 FEET TO THE EASTERLY RIGHT OF WAY OF 60TH AVENUE EAST PER OFFICIAL RECORD BOOK 2449, PAGE 6161, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE CONTINUE N89°50'24"E, A DISTANCE OF 49.50 TO THE POINT OF BEGINNING; THENCE N87°12'24"E, A DISTANCE OF 5.00 FEET; THENCE N03°17'51"W, A DISTANCE OF 27.30 FEET; THENCE N00°03'47"W, A DISTANCE OF 160.19 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 47.12 FEET, A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 89°59'02", A CHORD BEARING OF N44°59'31"E AND A CHORD LENGTH OF 42.42 FEET; THENCE N89°59'02"E, A DISTANCE OF 23.42 FEET; THENCE N00°01'11"W, A DISTANCE OF 86.57 FEET; THENCE N49°37'05"W, A DISTANCE OF 49.94 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 38.91 FEET, A RADIUS OF 45.00 FEET, A DELTA ANGLE OF 49°32'10", A CHORD BEARING OF N24°51'00"W AND A CHORD LENGTH OF 37.71 FEET; THENCE N00°04'55"W, A DISTANCE OF 79.83 FEET; THENCE N00°03'47"W, A DISTANCE OF 100.00 FEET; THENCE N00°03'47"W, A DISTANCE OF 55.86 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 38.90 FEET, A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 37°08'50", A CHORD BEARING OF N18°34'34"E AND A CHORD LENGTH OF 38.22 FEET; THENCE N89°48'49"E, A DISTANCE OF 16.95 FEET; THENCE N00°55'43"W, A DISTANCE OF 20.73 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 69.55 FEET, A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 61°18'21", A CHORD BEARING OF S30°39'10"W AND A CHORD LENGTH OF 66.28 FEET; THENCE S00°03'47"E, A DISTANCE OF 55.86 FEET; THENCE S00°03'47"E, A DISTANCE OF 100.00 FEET; THENCE S00°04'56"E, A DISTANCE OF 100.00 FEET; THENCE S01°45'19"E, A DISTANCE OF 34.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 61.61 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 88°14'41", A CHORD BEARING OF S45°52'40"E AND A CHORD LENGTH OF 55.70 FEET; THENCE S90°00'00"E, A DISTANCE OF 7.84 FEET; THENCE S00°00'00"W, A DISTANCE OF 49.53 FEET; THENCE S90°00'00"W, A DISTANCE OF 8.41 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 62.83 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S45°00'00"W AND A CHORD LENGTH OF 56.57 FEET; THENCE S00°03'47"E, A DISTANCE OF 160.20 FEET; THENCE S03°16'51"E, A DISTANCE OF 27.54 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,481 SQUARE FEET OR 0.15 ACRES MORE OR LESS.

REVISED 7/22/2023
REVISED 4/04/2024
REVISED 4/10/2024

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-14, DATED 11/03/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

Russell P Hyatt
Digitally signed by Russell P Hyatt
Date: 2024.05.30 14:29:54 -04'00'

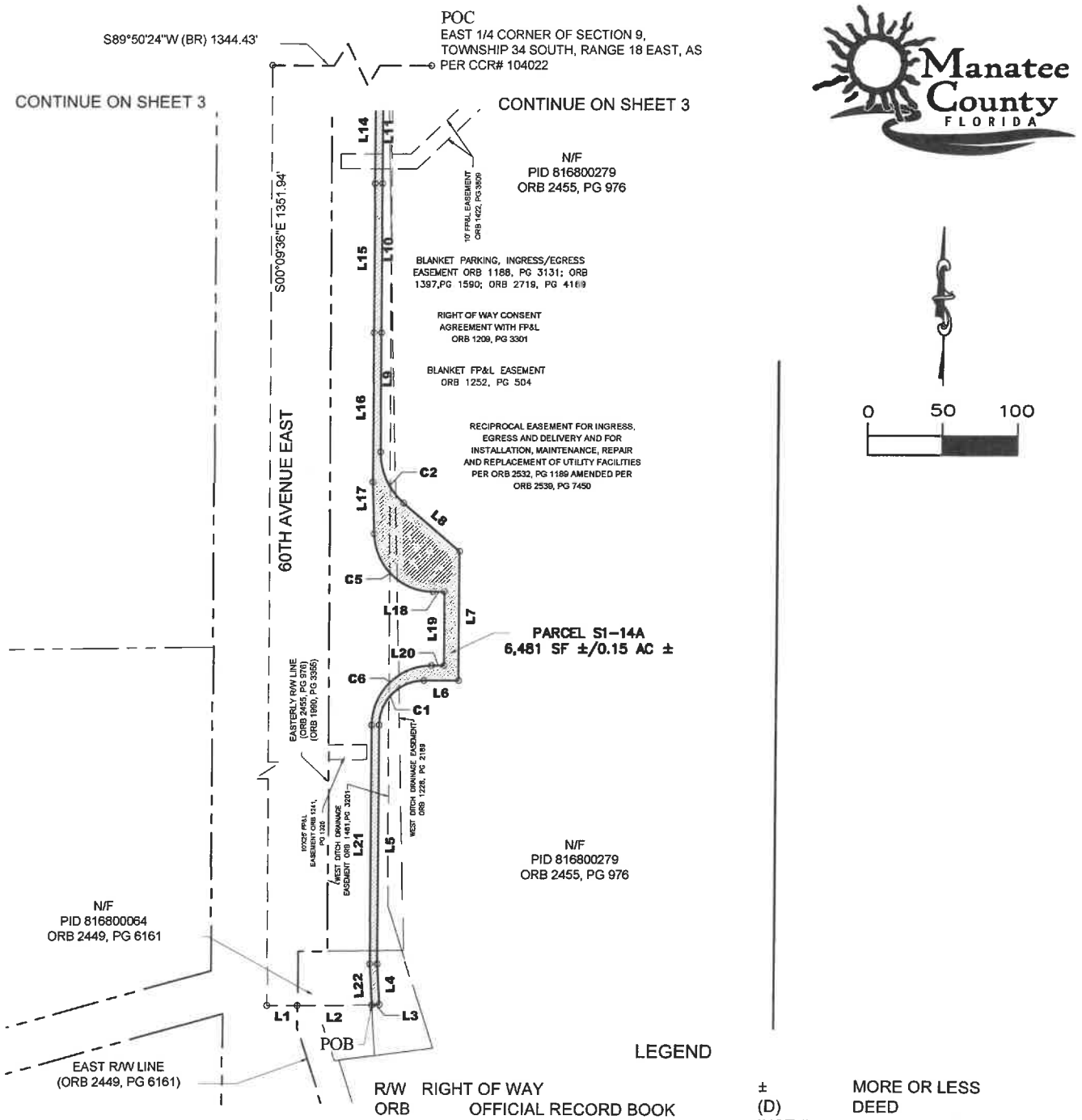
RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH & DESCRIPTION
PARCEL S1-14A
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	SWL	18-2238-S1_RWSL14A	1 OF 4



LEGEND

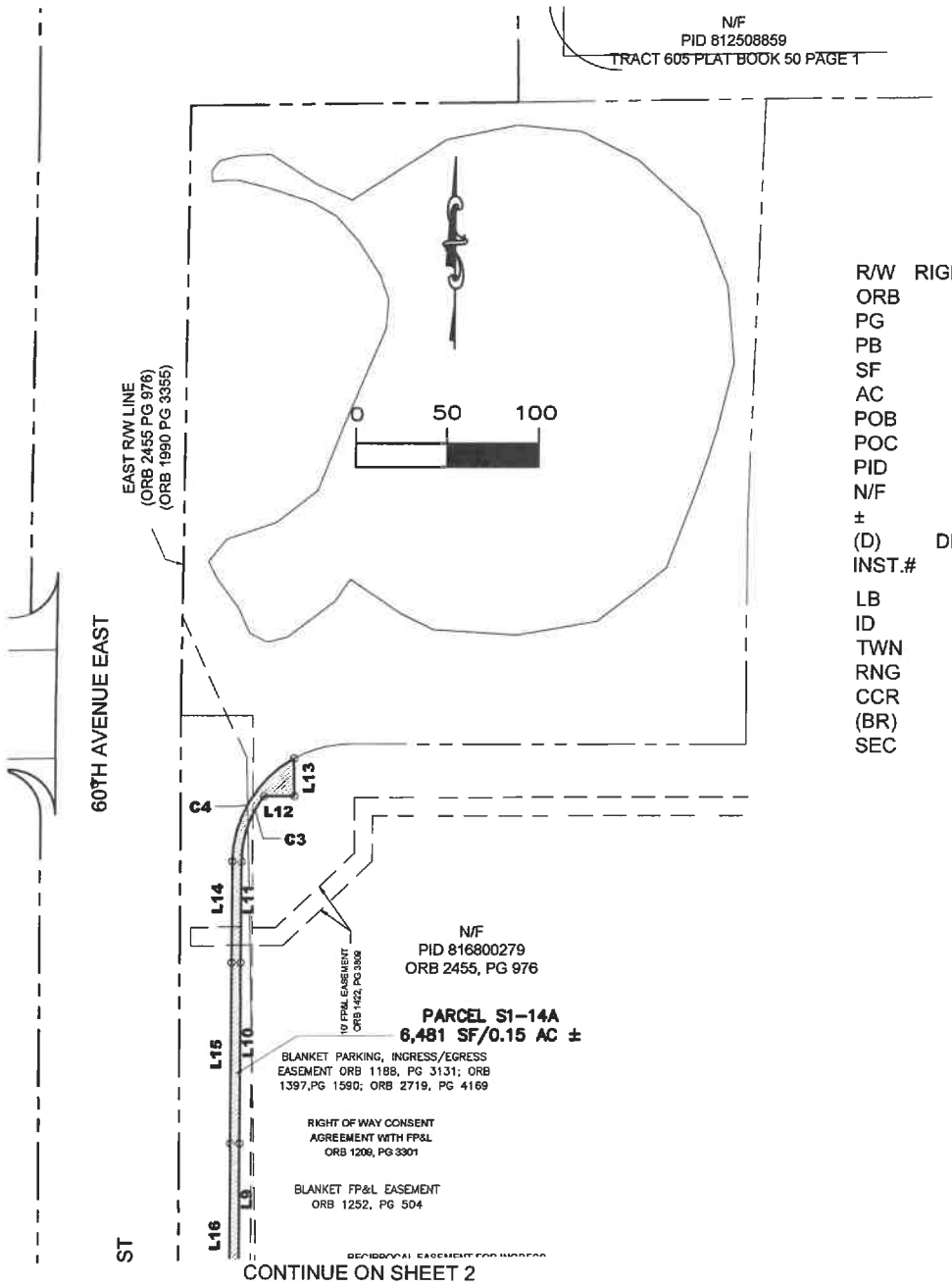
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	MORE OR LESS
(D)	DEED
INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION

SEE SHEET 1 OF 4 FOR NOTES AND CERTIFICATION
SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES

SKETCH & DESCRIPTION
PARCEL S1-14A
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	SWL	18-2238-S1_RWSL14A	2 OF 4



CONTINUE ON SHEET 2

LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
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N/F	NOW OR FORMERLY
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RNG	RANGE
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(BR)	BEARING REFERENCE
SEC	SECTION

SEE SHEET 1 OF 4 FOR NOTES AND CERTIFICATION
SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES

SKETCH & DESCRIPTION
PARCEL S1-14A
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
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JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	SWL	18-2238-S1_RWSL14A	3 OF 4

Line Table		
Line #	Length	Direction
L1	20.45	N89° 50' 24"E
L2	49.50	N89° 50' 24"E
L3	5.00	N87° 12' 24"E
L4	27.30	N03° 17' 51"W
L5	160.19	N00° 03' 47"W
L6	23.42	N89° 59' 02"E
L7	86.57	N00° 01' 11"W
L8	49.94	N49° 37' 05"W
L9	79.83	N00° 04' 55"W
L10	100.00	N00° 03' 47"W
L11	55.86	N00° 03' 47"W
L12	16.95	N89° 48' 49"E
L13	20.73	N00° 55' 43"W
L14	55.86	S00° 03' 47"E
L15	100.00	S00° 03' 47"E
L16	100.00	S00° 04' 56"E
L17	34.67	S01° 45' 19"E
L18	7.84	S90° 00' 00"E
L19	49.53	S00° 00' 00"W
L20	8.41	S90° 00' 00"W
L21	160.20	S00° 03' 47"E
L22	27.54	S03° 16' 51"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing and Distance	
C1	47.12	30.00	089° 59' 02"	N 44°59'31" E	42.42
C2	38.91	45.00	049° 32' 10"	N 24°51'00" W	37.71
C3	38.90	60.00	037° 08' 50"	N 18°34'34" E	38.22
C4	69.55	65.00	061° 18' 21"	S 30°39'10" W	66.28
C5	61.61	40.00	088° 14' 41"	S 45°52'40" E	55.70
C6	62.83	40.00	090° 00' 00"	S 45°00'00" W	56.57

SEE SHEET 1 OF 4 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14A
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
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JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	SWL	18-2238-S1_RWSL14A	4 OF 4

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF A TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, DESCRIBED IN OFFICIAL RECORD BOOK 2455, PAGE 976, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 34 SOUTH, AND RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS DEFINED BY CERTIFIED CORNER RECORD #104022; THENCE S89°50'24"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1344.43 FEET; THENCE S00°09'36"E, A DISTANCE OF 227.64 FEET; THENCE N89°50'24"E, A DISTANCE OF 59.42 FEET TO THE EASTERLY RIGHT OF WAY OF 60TH AVENUE EAST PER BOUGAINVILLEA PLACE, AS RECORDED IN PLAT BOOK 50, PAGE 1, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°20'54"E, ALONG THE WESTERLY LINE OF TRACT 605, SAID PLAT BOOK 50, PAGE 1, A DISTANCE OF 164.10 FEET; THENCE S00°39'06"E, STILL ALONG SAID WESTERLY LINE OF TRACT 605, A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 605; THENCE N89°18'46"E, ALONG THE SOUTH LINE OF SAID TRACT 605, A DISTANCE OF 137.33 FEET; THENCE S02°09'48"W, A DISTANCE OF 233.50 FEET; THENCE S00°03'47"E, A DISTANCE OF 122.71 FEET TO THE POINT OF BEGINNING; THENCE S00°03'47"E, A DISTANCE OF 28.14 FEET; THENCE S89°56'13"W, A DISTANCE OF 110.00 FEET; THENCE N00°03'47"W, A DISTANCE OF 28.14 FEET; THENCE N89°56'13"E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,096 SQUARE FEET OR 0.071 ACRES, MORE OR LESS.

REVISED 7/22/2023
REVISED 4/04/2024

Russell P Hyatt

Digitally signed by Russell P Hyatt
Date: 2024.05.30 14:30:17 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

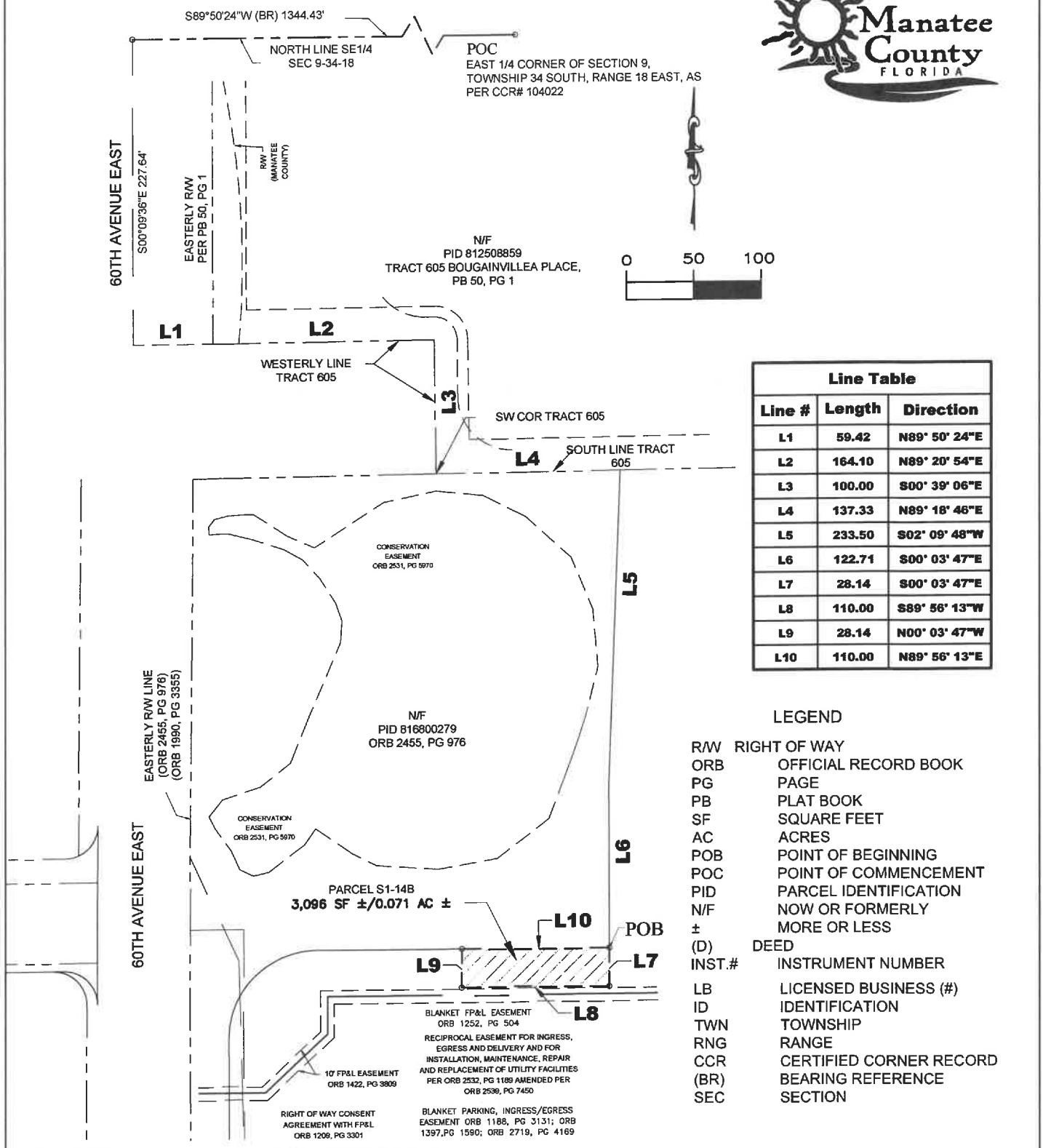
NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-14, DATED 11/03/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

SKETCH & DESCRIPTION
PARCEL S1-14B
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	JDS	18-2238-S1_RWSL14	1 OF 3



Line Table		
Line #	Length	Direction
L1	59.42	N89° 50' 24"E
L2	164.10	N89° 20' 54"E
L3	100.00	S00° 39' 06"E
L4	137.33	N89° 18' 46"E
L5	233.50	S02° 09' 48"W
L6	122.71	S00° 03' 47"E
L7	28.14	S00° 03' 47"E
L8	110.00	S89° 56' 13"W
L9	28.14	N00° 03' 47"W
L10	110.00	N89° 56' 13"E

LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	MORE OR LESS
(D)	DEED
INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION

SEE SHEET 1 OF 2 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14B
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
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18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	SWL	18-2238-S1_RWSL14B	2 OF 2

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF A TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, DESCRIBED IN OFFICIAL RECORD BOOK 2455, PAGE 976, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 34 SOUTH, AND RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS DEFINED BY CERTIFIED CORNER RECORD #104022; THENCE S89°50'24"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1344.43 FEET; THENCE S00°09'36"E, A DISTANCE OF 227.64 FEET; THENCE N89°50'24"E, A DISTANCE OF 59.42 FEET TO THE EASTERLY RIGHT OF WAY OF 60TH AVENUE EAST PER BOUGAINVILLEA PLACE, AS RECORDED IN PLAT BOOK 50, PAGE 1, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°20'54"E, ALONG THE WESTERLY LINE OF TRACT 605, SAID PLAT BOOK 50, PAGE 1, A DISTANCE OF 164.10 FEET; THENCE S00°39'06"E, STILL ALONG SAID WESTERLY LINE OF TRACT 605, A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 605; THENCE N89°18'46"E, ALONG THE SOUTH LINE OF SAID TRACT 605, A DISTANCE OF 137.33 FEET; THENCE S02°09'48"W, A DISTANCE OF 233.50 FEET; THENCE S00°03'47"E, A DISTANCE OF 49.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°03'47"E, A DISTANCE OF 73.43 FEET; THENCE S89°56'13"W, A DISTANCE OF 217.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 44°02'30" AND A CHORD BEARING AND DISTANCE OF S67°54'57"W, 48.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 49.96 FEET; THENCE N00°03'47"W, A DISTANCE OF 91.71 FEET; THENCE N89°56'13"E, A DISTANCE OF 263.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 19,572 SQUARE FEET OR 0.45 ACRES, MORE OR LESS.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH & DESCRIPTION IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-14, DATED 11/03/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

SEE SHEET 2 OF 2 FOR SKETCH

Russell P Hyatt
Digitally signed by Russell P Hyatt
Date: 2026.05.21 10:05:49 -04'00'

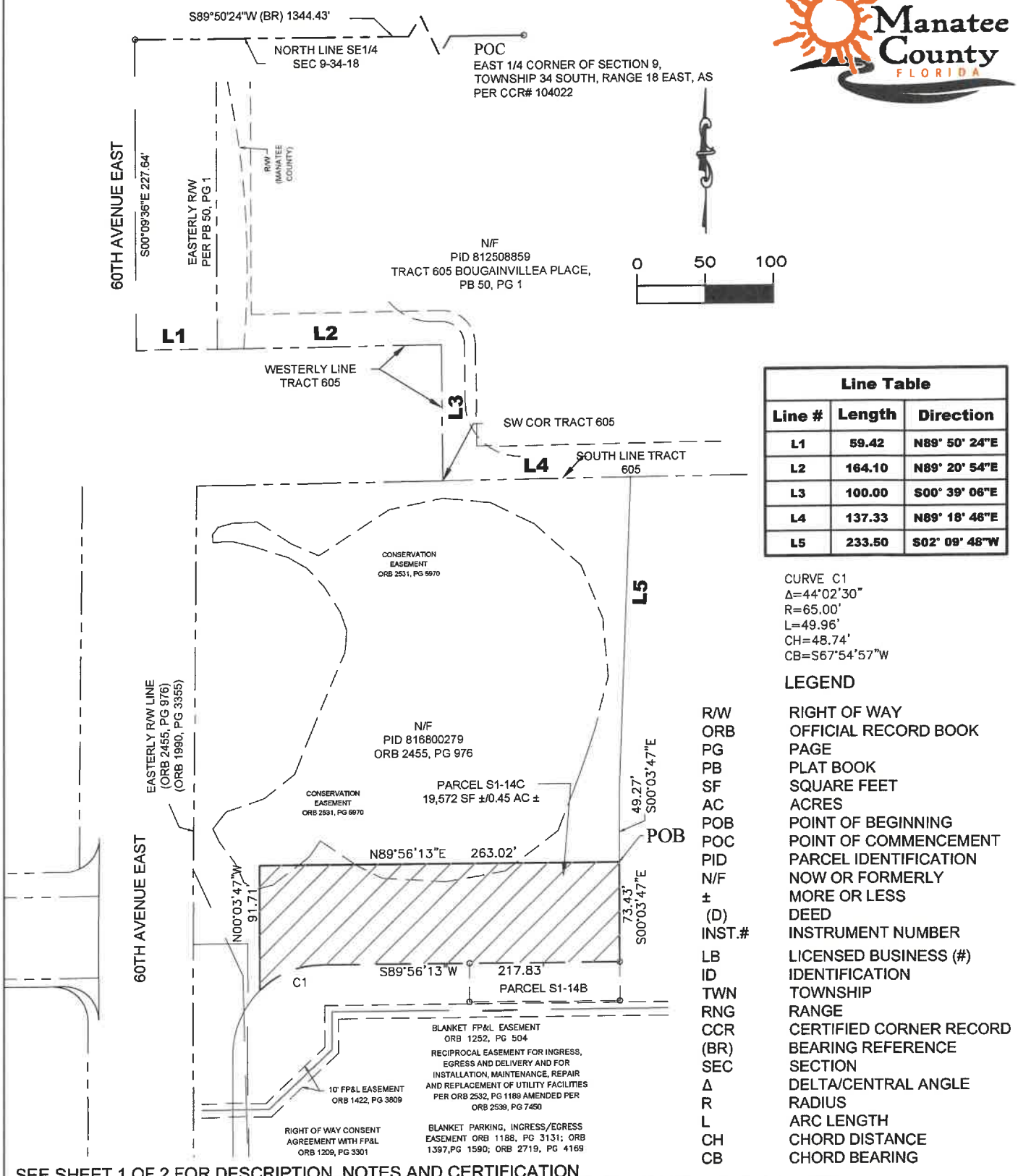
RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH & DESCRIPTION
PARCEL S1-14C
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

SAM™
2012 Lena Road
Bradenton, FL 34211
Licensed Business #7908
Ofc: 941.748.4693
Email: info@sam.biz

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2026	SWL	18-2238-S1_RWSL14C	1 OF 2



Line Table		
Line #	Length	Direction
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L4	137.33	N89° 18' 46"E
L5	233.50	S02° 09' 48"W

CURVE C1
Δ=44°02'30"
R=65.00'
L=49.96'
CH=48.74'
CB=S67°54'57"W

LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
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INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION
Δ	DELTA/CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CH	CHORD DISTANCE
CB	CHORD BEARING

SEE SHEET 1 OF 2 FOR DESCRIPTION, NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14C
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

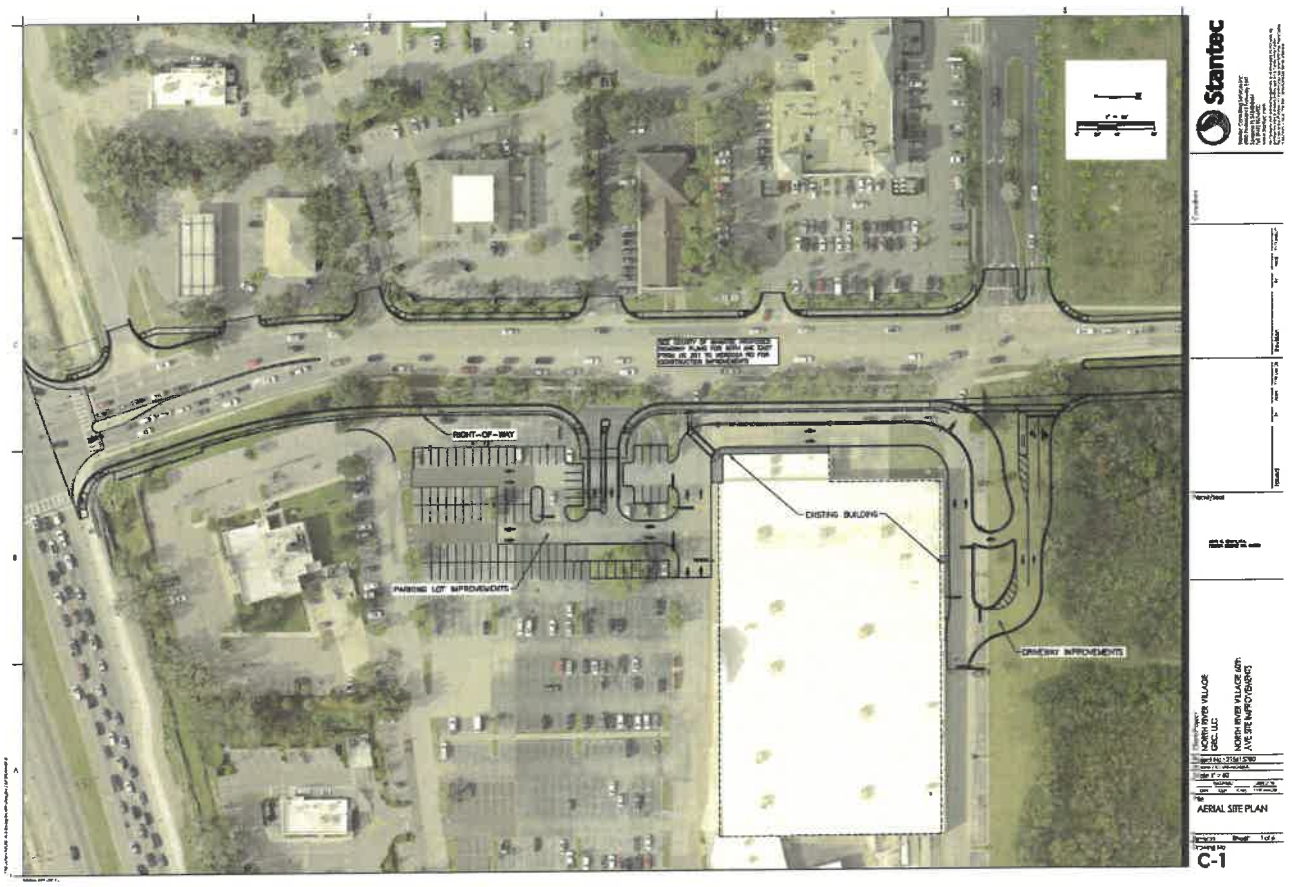
2012 Lena Road
Bradenton, FL 34211
Licensed Business #7908
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Email: info@sam.biz

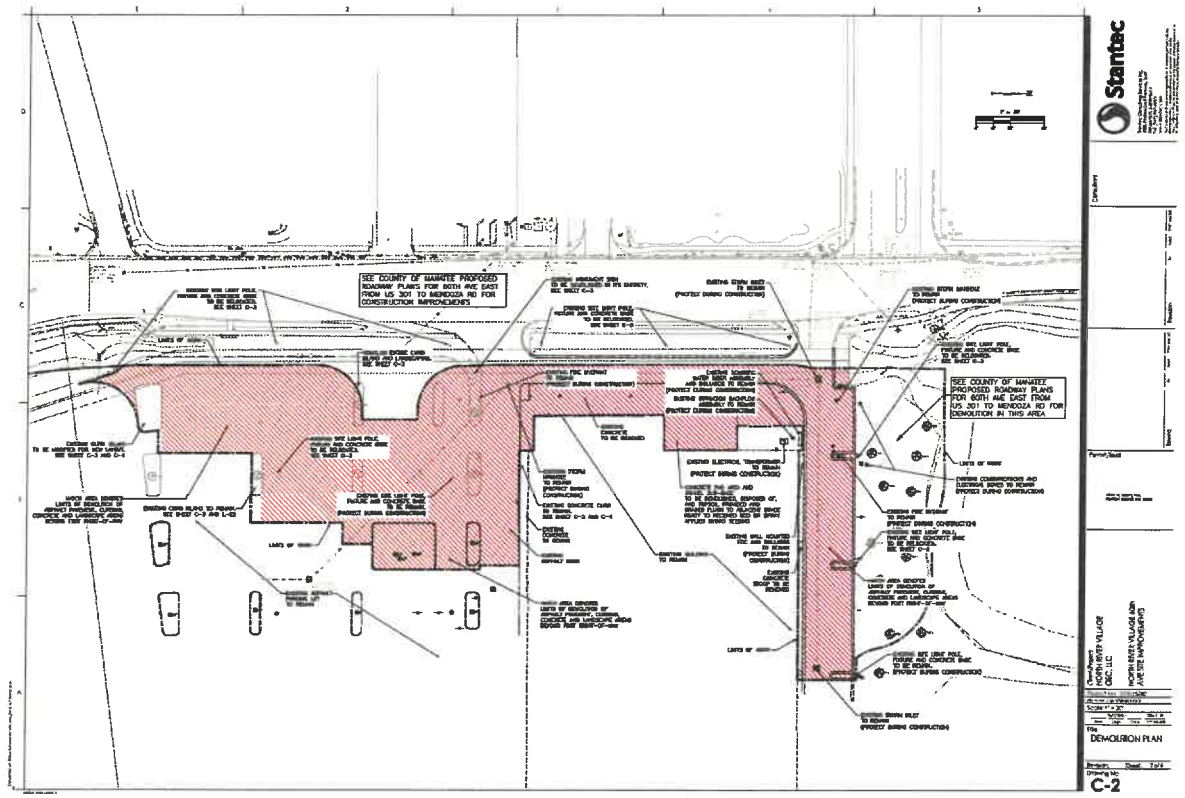
JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2026	SWL	18-2238-S1_RWSL14C	2 OF 2

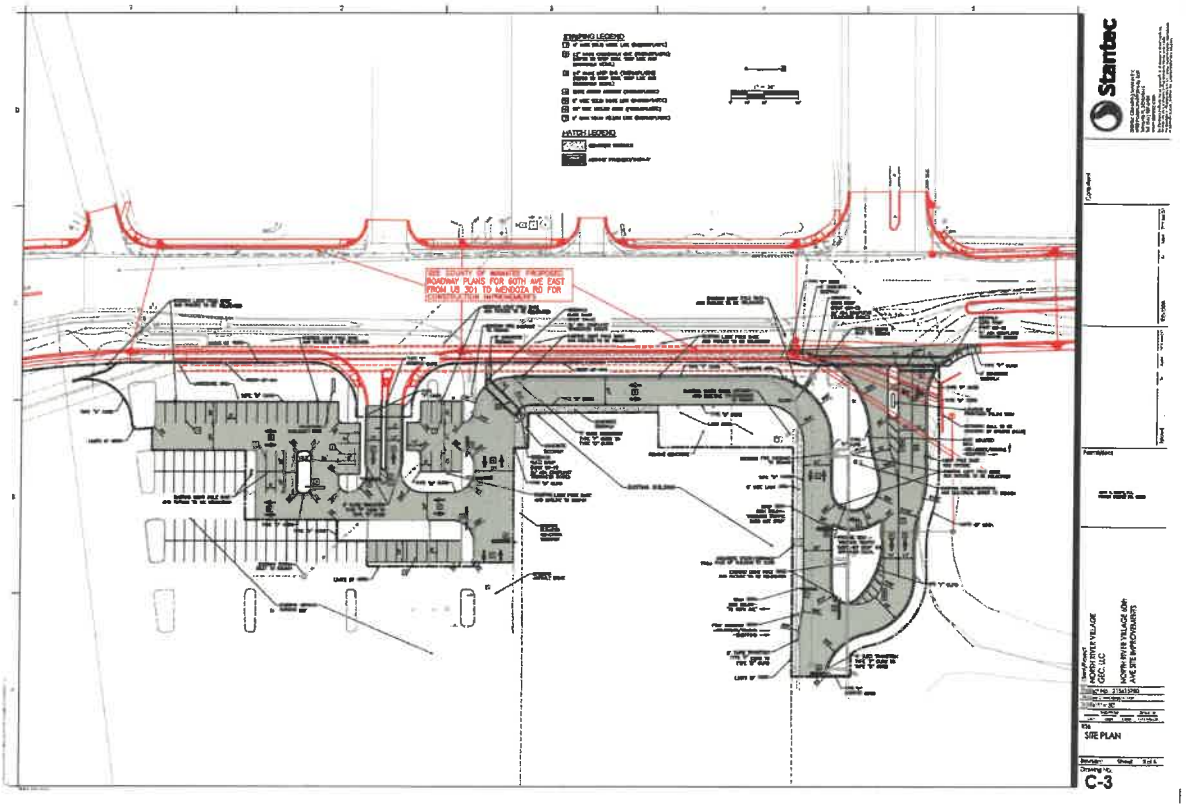
COMPOSITE EXHIBIT B

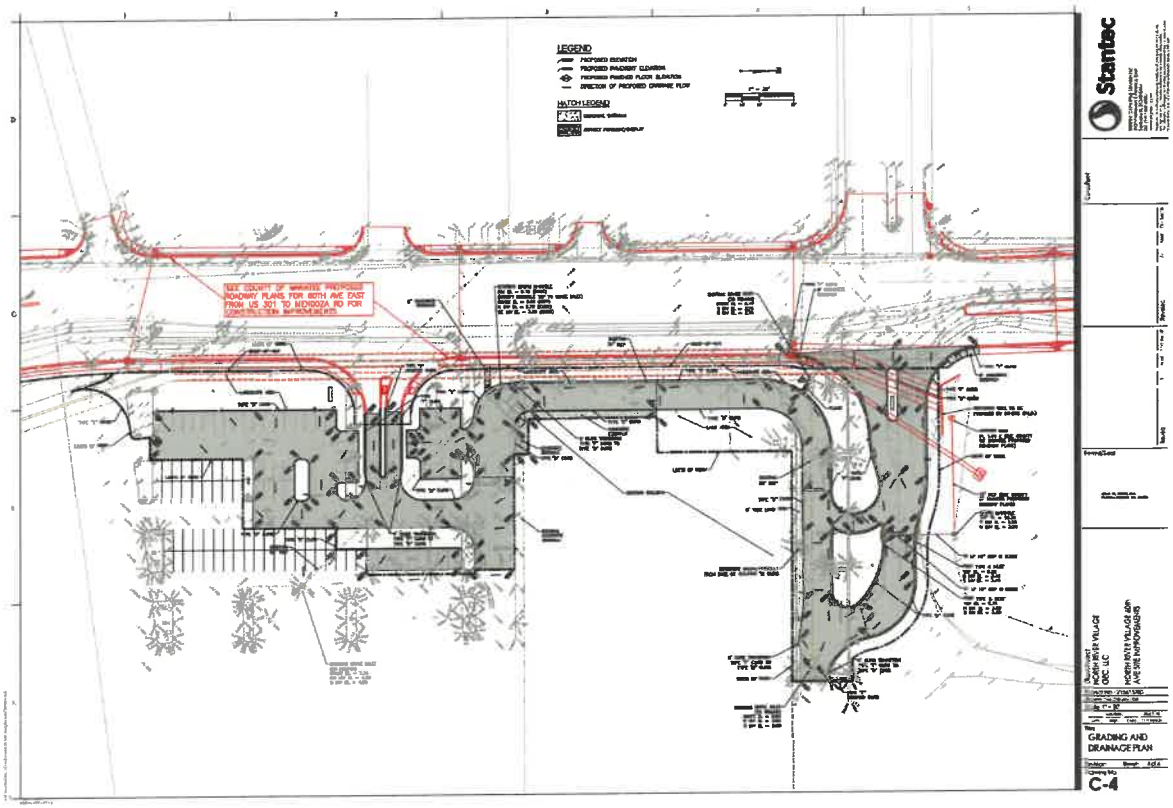
CURE PLAN

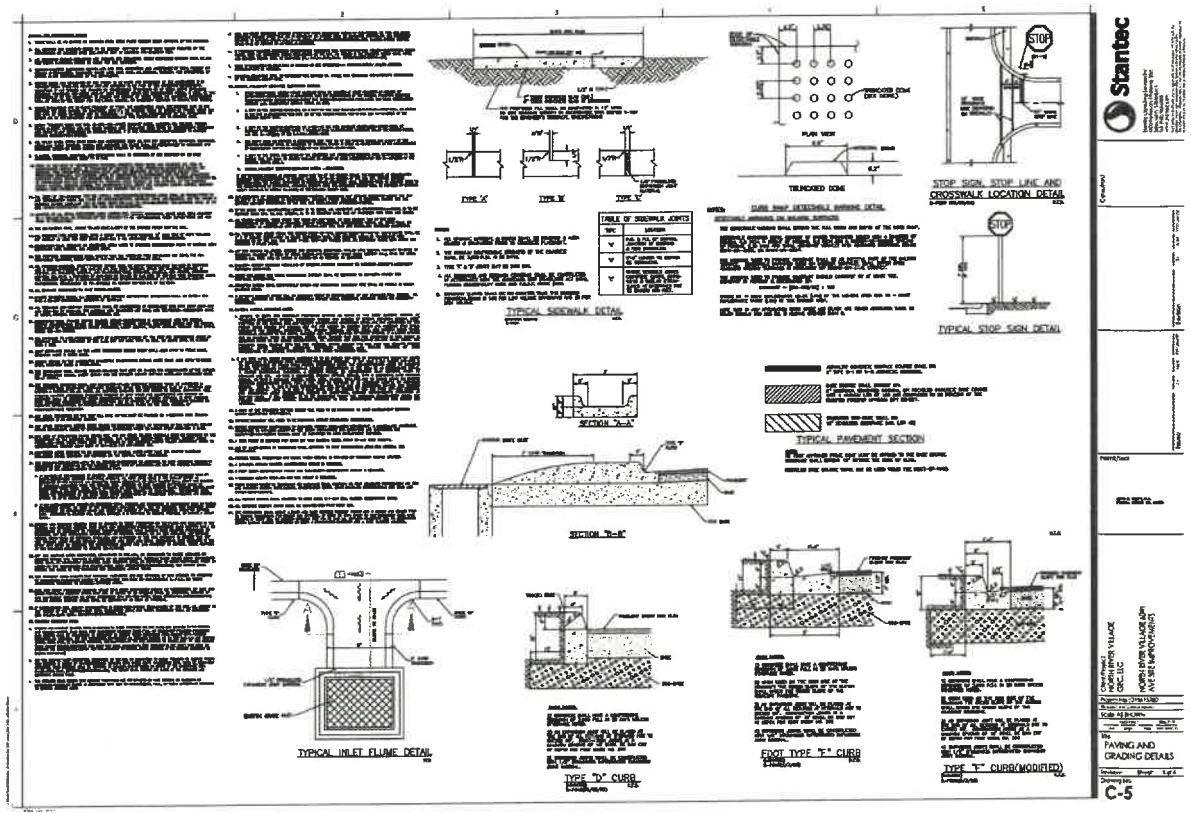
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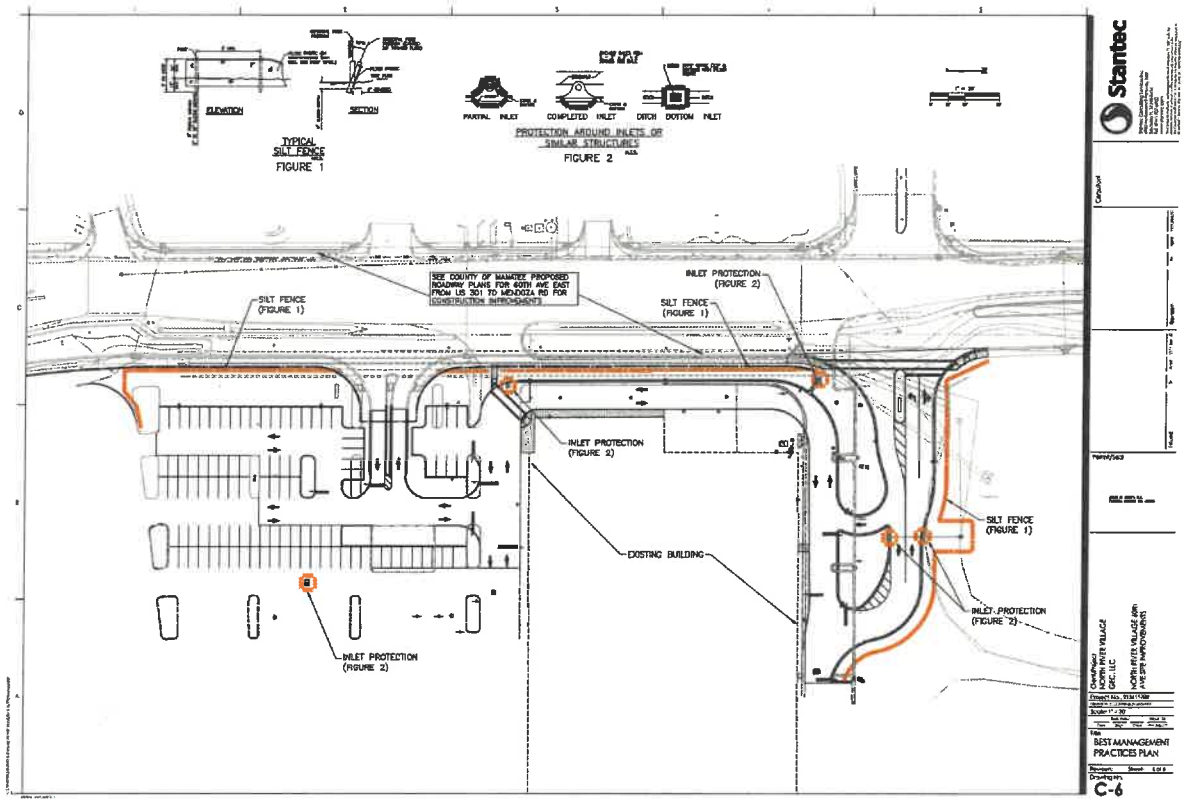


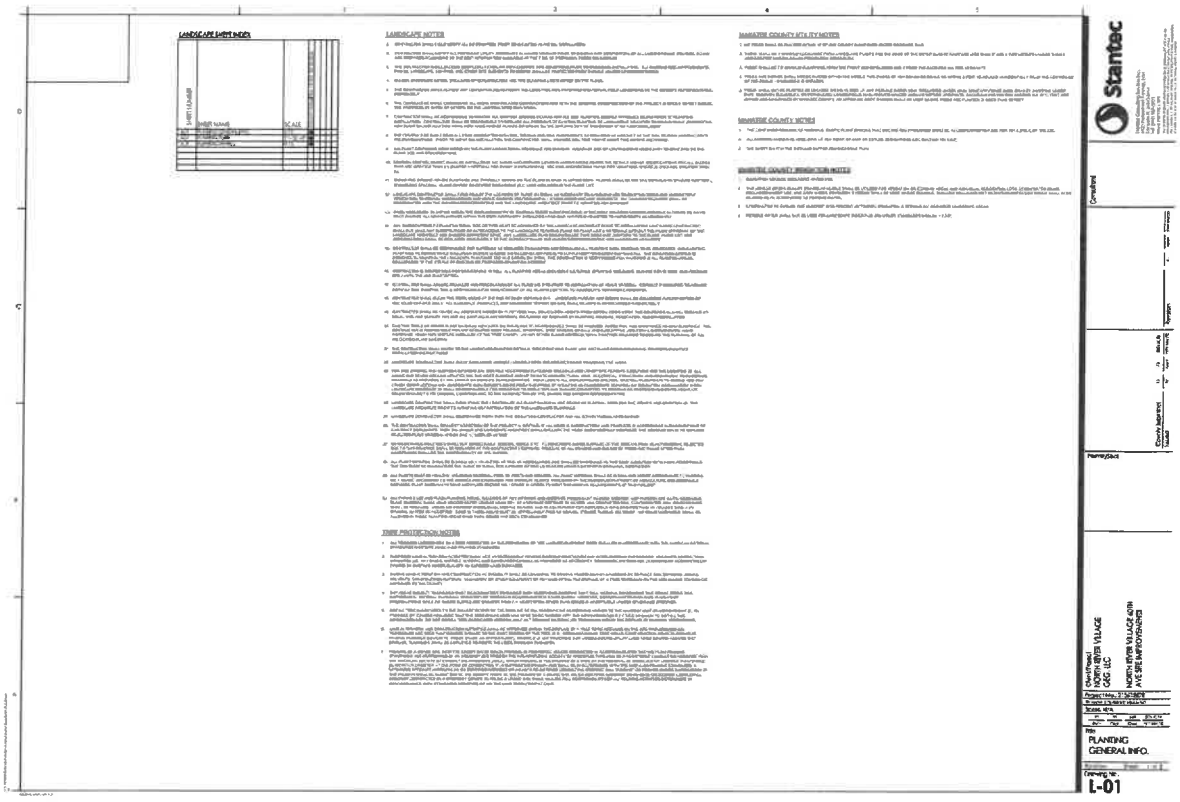

SEE COUNTY OF MANATEE PROPOSED ROADWAY PLANS FOR 60TH AVE EAST FROM US 301 TO MENDOZA RD FOR CONSTRUCTION IMPROVEMENTS
SEE COUNTY OF MANATEE PROPOSED ROADWAY PLANS FOR 60TH AVE EAST FROM US 301 TO MENDOZA RD FOR DEMOLITION IN THIS AREA
Stantec
DEMOLITION PLAN
C-2

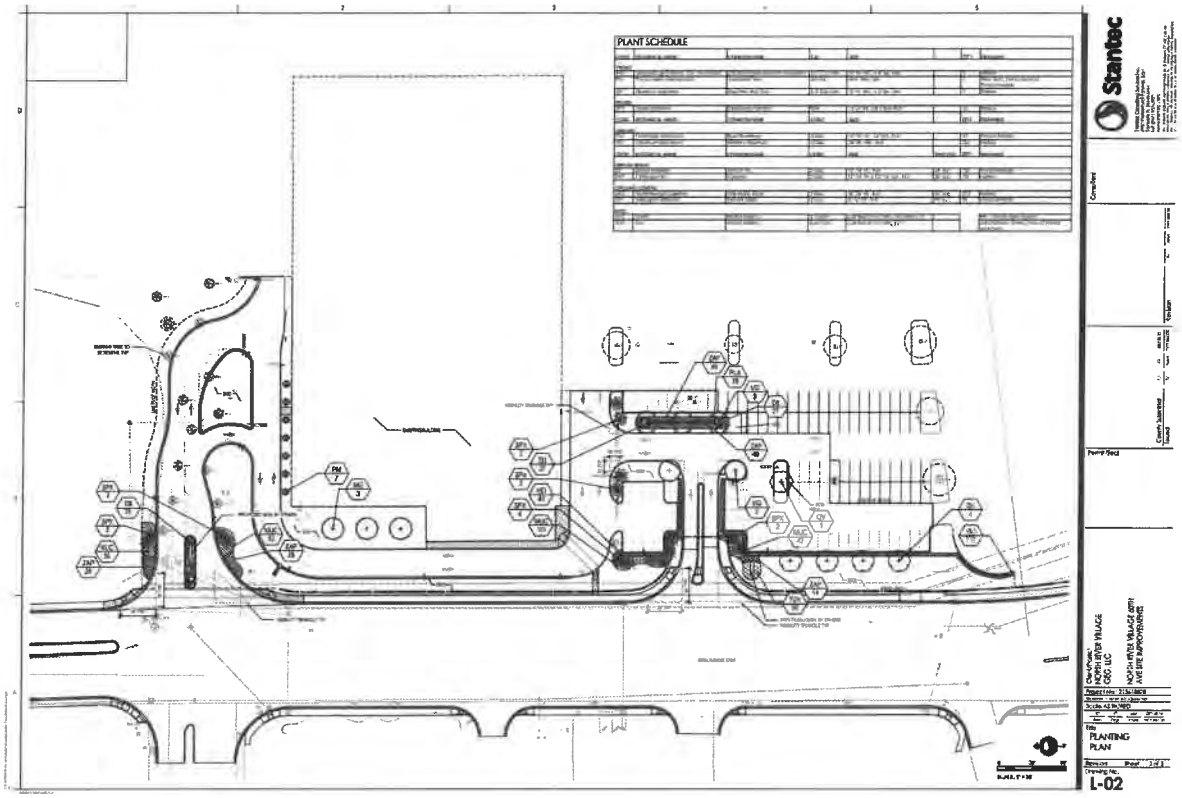

Stantec
SITE PLAN
C-3

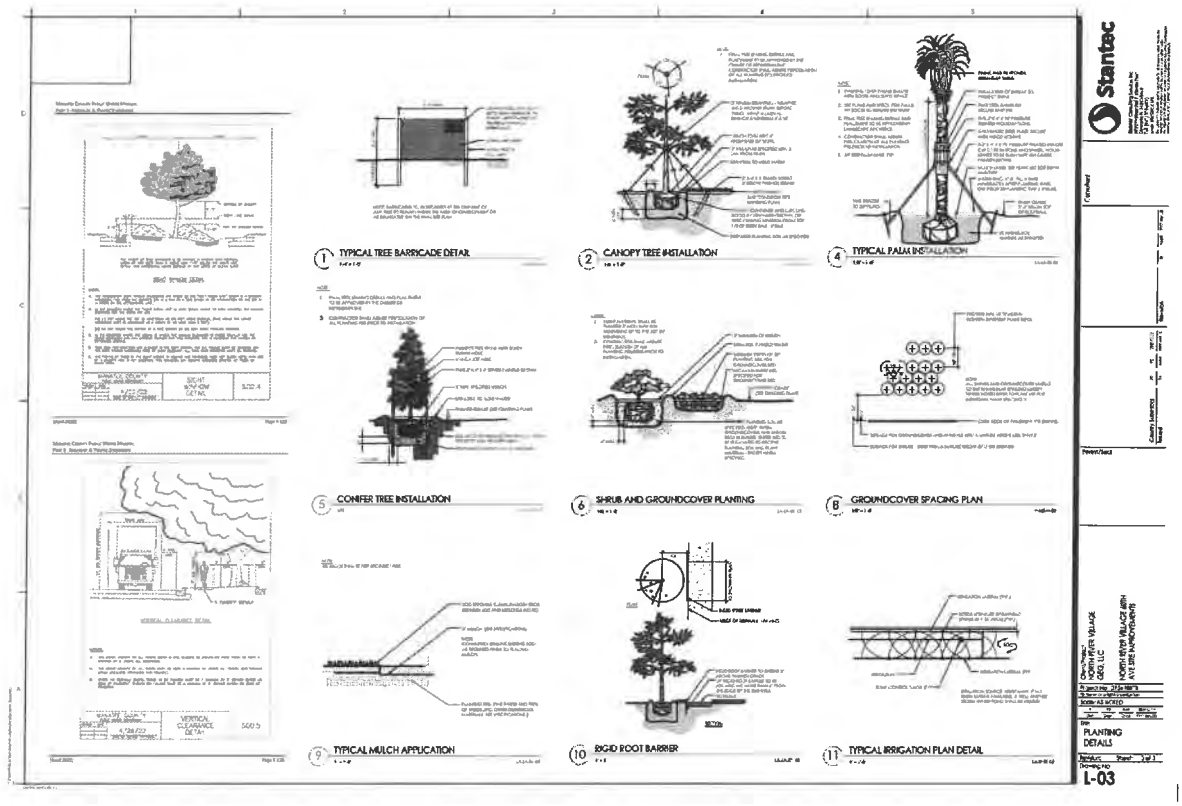

LEGEND
HATCH LEGEND
GRADING AND DRAINAGE PLAN
C-4

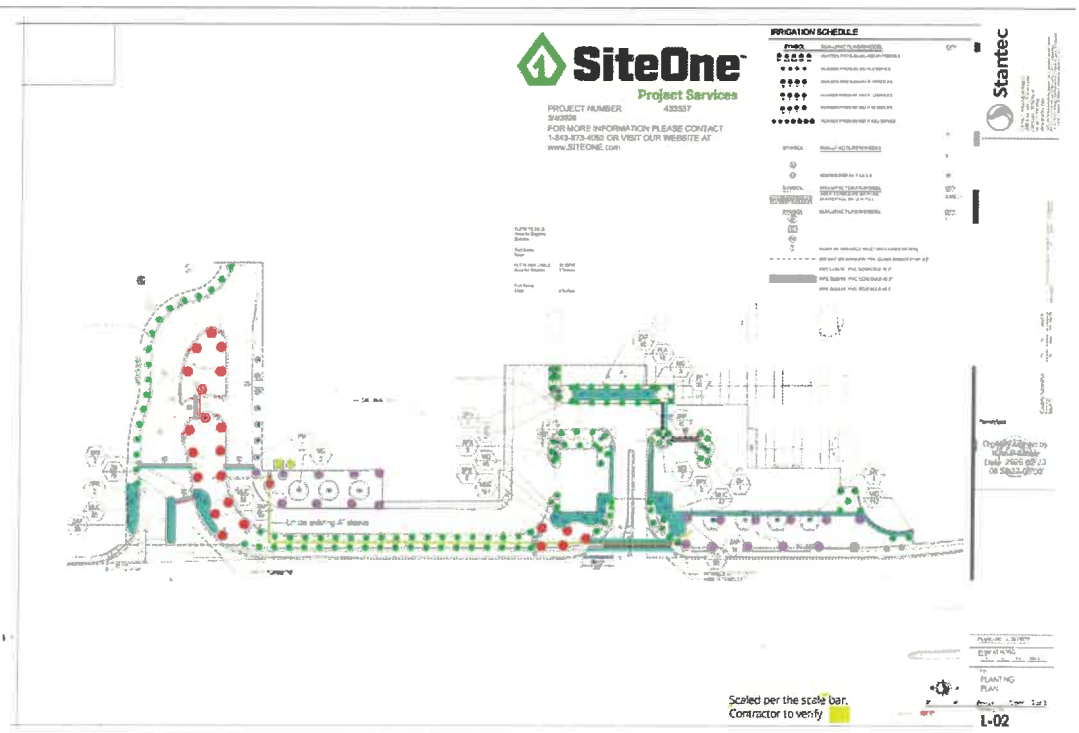

TYPICAL SIDEWALK DETAIL
TRUNCATED DOME
STOP SIGN, STOP LINE AND CROSSWALK LOCATION DETAIL
TYPICAL STOP SIGN DETAIL
TYPICAL PAVEMENT SECTION
TYPICAL INLET FLUME DETAIL
TYPE "D" CURB
FIXT TYPE "F" CURB
TYPE "F" CURB(MODIFIED)
PAVING AND GRADING DETAILS
C-5


FIGURE 1
FIGURE 2
SEE COUNTY OF MANATEE PROPOSED ROADWAY PLANS FOR 60TH AVE EAST FROM US 301 TO MENDOZA RD FOR CONSTRUCTION IMPROVEMENTS
SILT FENCE (FIGURE 1)
INLET PROTECTION (FIGURE 2)
EXISTING BUILDING
Stantec
BEST MANAGEMENT PRACTICES PLAN
C-6


LANDSCAPE SHEET INDEX
LANDSCAPE NOTES
MANATEE COUNTY NOTES
TREE PROTECTION NOTES
Stantec
PLANTING GENERAL INFO.
L-01


PLANT SCHEDULE
PLANTING PLAN
L-02


1 TYPICAL TREE BARRICADE DETAIL
2 CANOPY TREE INSTALLATION
4 TYPICAL PALM INSTALLATION
5 CONIFER TREE INSTALLATION
6 SHRUB AND GROUNDCOVER PLANTING
8 GROUNDCOVER SPACING PLAN
9 TYPICAL MULCH APPLICATION
10 RIGID ROOT BARRIER
11 TYPICAL IRRIGATION PLAN DETAIL
PLANTING DETAILS
L-03



CITY ELECTRIC SUPPLY

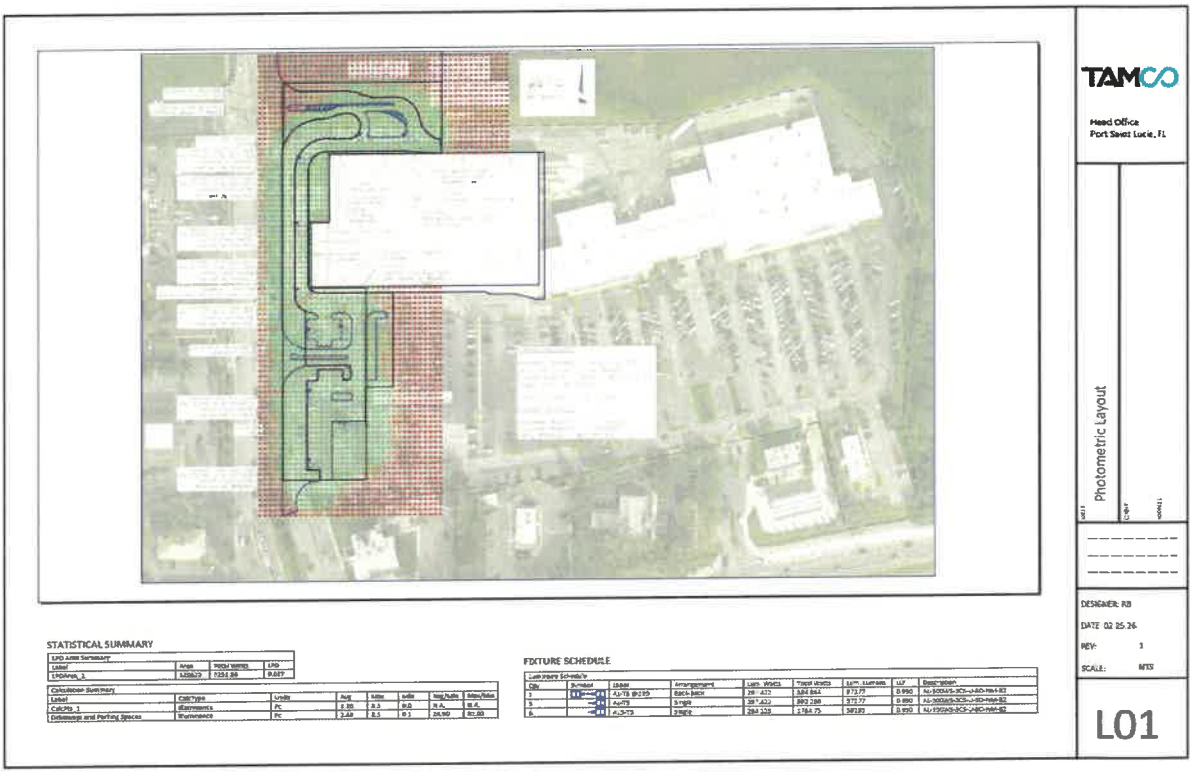
North River Village

Proposed Lighting Layout

SHEET L01 : LIGHTING SCHEDULE/SUMMARY PAGE

SHEET L02 : PHOTOTMETRIC STUDY

TAMCO



TAMCO

Head Office
Port Saint Lucie, FL

Photometric Layout

DESIGNER: RB
DATE: 02.25.26
REV: 1
SCALE: NTS

L01

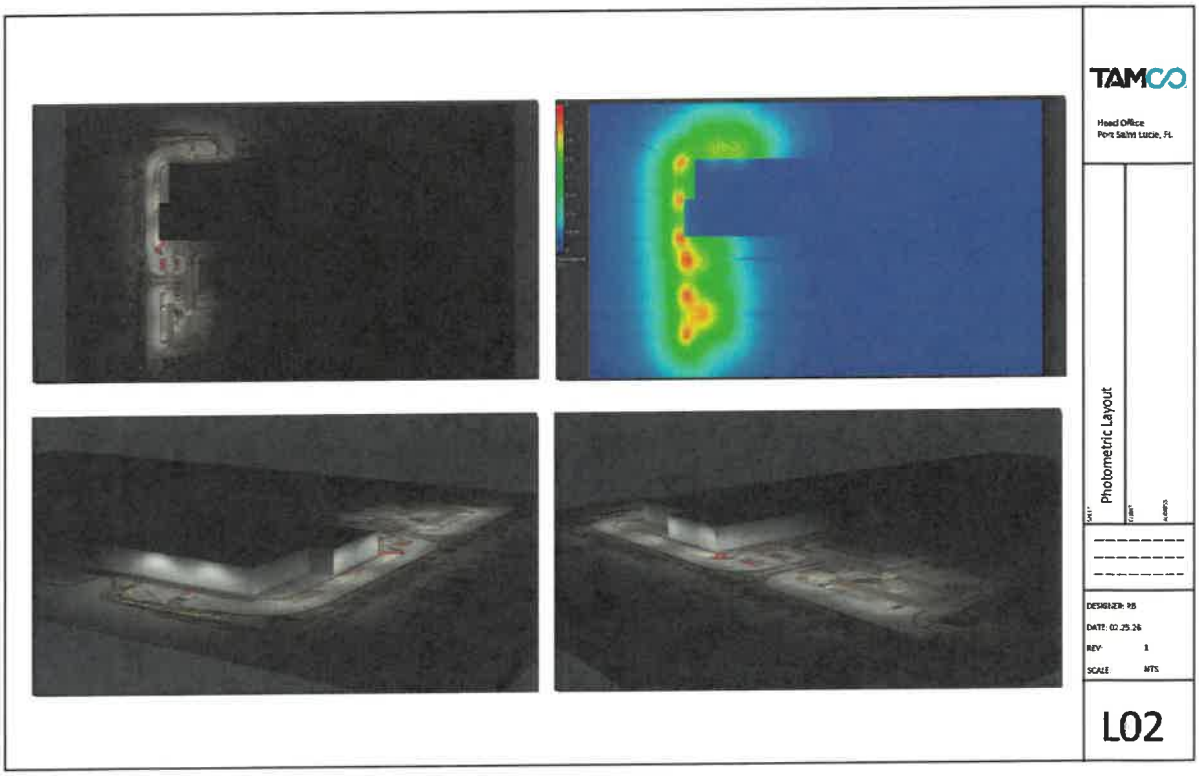
STATISTICAL SUMMARY

LPD Area Summary			
Label	Area	7000 Watts	LPD
LPDArea_1	128623	7251.86	0.057

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPlg_1	Illuminance	Fc	3.85	8.3	0.0	N.A.	8.4
Driveways and Parking Spaces	Illuminance	Fc	3.49	8.3	0.1	34.90	83.00

FIXTURE SCHEDULE

Luminaire Schedule							
Qty	Symbol	Label	Arrangement	Lum. Watts	Total Watts	Lum. Lumens	LLF	Description
3		AJ-T3 @ 25'	Back-Back	24 - 422	1264 864	87177	0.990	AJ-300x5-SCS-J-SO-NW-B2
5		AJ-T3	Single	24 - 422	892 288	87177	0.990	AJ-300x5-SCS-J-SO-NW-B2
6		AJ-T3	Single	284 328	1784 75	58193	0.990	AJ-150x5-SCS-J-SO-NW-B2



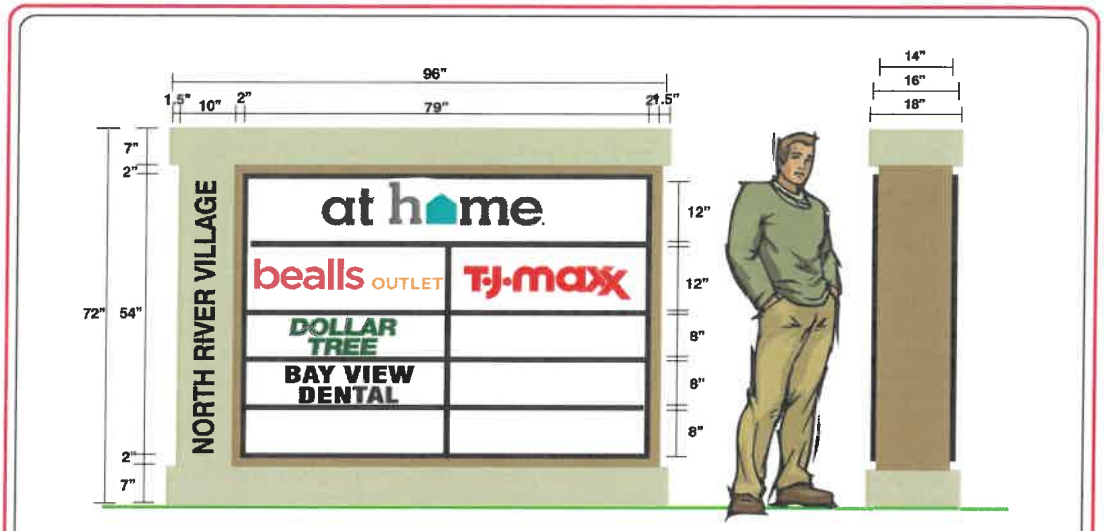
TAMCO

Head Office
Port Saint Lucie, FL

Photometric Layout

DESIGNER: RB
DATE: 02.25.26
REV: 1
SCALE: NTS

L02



DOUBLE FACED LED INTERNAL ILLUMINATION WITH ALUMINUM ANGLE INNER FRAME AND SKINNED WITH .063" ALUMINUM SHEET AND TEXTURE COATED. "NORTH RIVER VILLAGE" IS 1/8" ROUTED ALUMINUM LETTERS. TENANT PANELS ARE 3/16" WHITE FLAT ACRYLIC WITH TRANSLUCENT VINYL COPY. STEEL PIPE AND CONCRETE FOOTER PER ENGINEERS REQUIREMENTS.

PROJECT NAME: CASTO ELLENTON MONUMENT
DATE: 2.16.26

Excavation
On all footer excavations Florida Sign Company will notify Sunshine utility locate service to identify participating members underground utilities. Any damage to private utilities such as sewer lines, irrigation, water supplies, communication cables etc. will be the responsibility of the owner to repair unless notification has been given to Florida Sign Company in writing of potential conflicts with underground services. At that time a alternate location or another coarse of action will be discussed.
Any unforseen obstacles underground such as old concrete pads or footings, unusual soil conditions with excessive rock deposits or any other "surprises" that require extra labor or equipment to excavate will be the responsibility of the owner.

PRIMARY WIRING TO SIGN BY OTHERS. WE WILL CONNECT TO PRIMARY IF WITHIN 10' OF SIGN AND EASY CONNECTION.

I have carefully reviewed and hereby accept the drawing(s) as shown. All additional changes must be in writing and approved by both parties.

signature

date

This drawing is for illustration purposes only. Colors and scaling in drawing may vary.

FLORIDA SIGN COMPANY
INNOVATIVE SIGNAGE CHURCH & SCHOOL SIGNS
1101 29th Avenue West
Bradenton, FL 34205
Phone: 941.747.1000 Fax: 941-746.5689

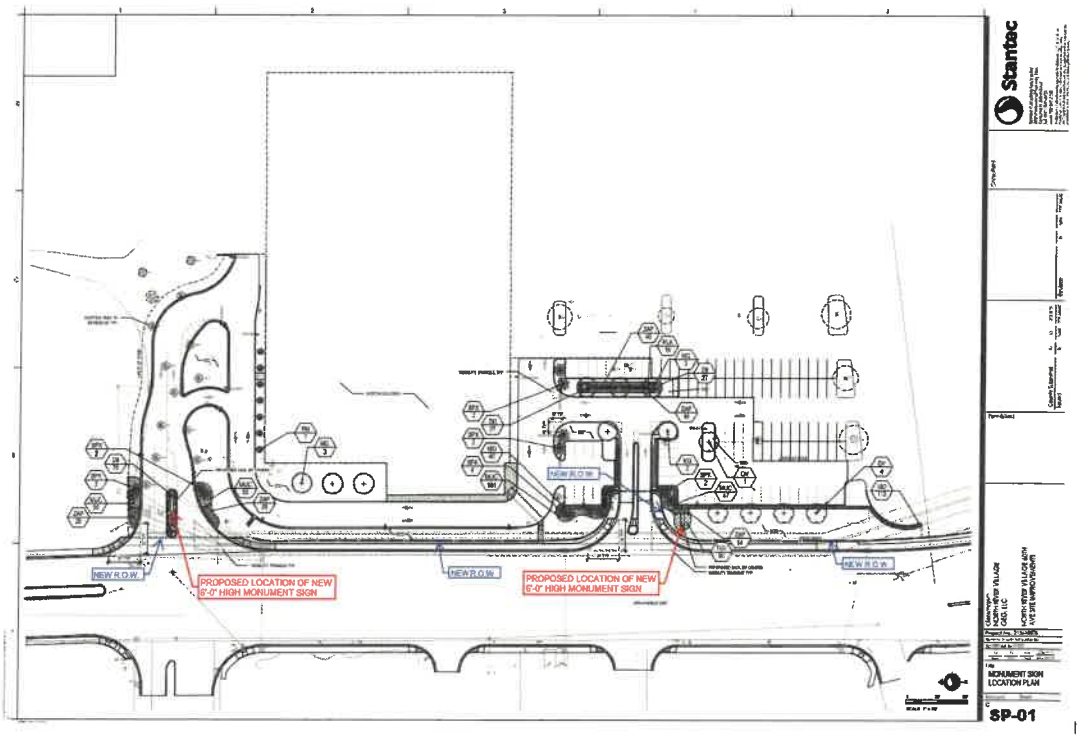


EXHIBIT B-1

INITIAL STAGING AREA FOR CURE WORK

EXHIBIT "B-1"

Initial Staging Area for Cure Work

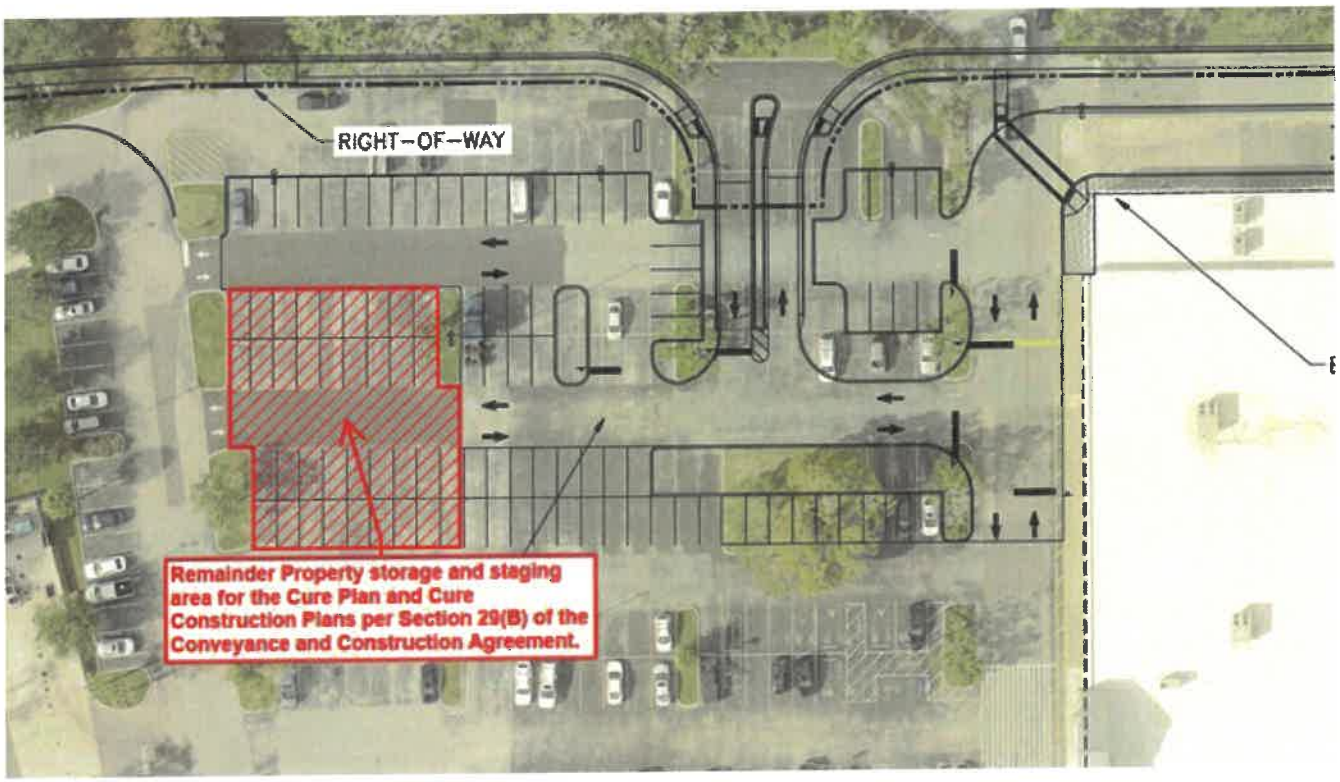


EXHIBIT B-2

INSURANCE REQUIREMENTS

EXHIBIT B"-2"

INSURANCE REQUIREMENTS

1.1 Required Coverage. Buyer and Project Contractor shall, for the duration of the Cure Work, and at their own expense, carry or acquire and maintain, and cause subcontractors, representatives, or agents to carry or acquire and maintain, insurance coverage as specified below for not less than the following limits, unless a greater amount is required by law.

(a) Workers' Compensation insurance with statutory limits or if no statutory limits exist, with minimum limits of $1,000,000 per occurrence. The Workers' Compensation insurance will conform to the laws of the State of Florida. The Workers' Compensation policy will be primary insurance and non-contributing with respect to persons directly engaged in the performance of Cure Work on the Remainder Property.

(b) Employer's Liability insurance with minimum limits of $2,000,000 (or $500,000 per occurrence for Subcontractors) for each employee for bodily injury by accident and for each employee for bodily injury by disease.

(c) Commercial General Liability insurance (excluding Automobile Liability), including liability for this project and blanket coverage, Personal and Advertising Injury, Products-Completed Operations (including Broad Form Property Damage), Bodily Injury, and Property Damage, with minimum limits of $2,000,000 per occurrence, $2,000,000 general annual aggregate and completed operations aggregate, $500,000 personal and advertising injury per occurrence, and $10,000 medical expense. Such Commercial General Liability insurance shall also contain contractual liability coverage with minimum limits of $2,000,000 per occurrence, and $2,000,000 in the aggregate, insuring all liability assumed by Project Contractor pursuant to the Cure Work Contract. The Products-Completed Operations coverage shall remain in force and effect for a period of two years following completion of the Cure Work.

(d) Umbrella/Excess Liability Insurance (excluding Automobile Liability), including coverage for bodily injury, personal injury and property damage liability, with minimum limits of $5,000,000 per occurrence and annual general aggregate for Buyer and Project Contractor. Each insurance company shall provide the insurance on an umbrella basis in excess over and no less broad than the liability coverages required in this Agreement, and with coverage that "drops down" for exhausted or insolvent aggregate limits under liability coverages and contractual liability coverages as required in this Agreement and with an endorsement to provide new per occurrence and aggregate limits for each location. This insurance shall not be self-funded, collateralized or based on any type of fronting arrangement, or issued through a captive insurance company.

(e) Commercial/Business Automobile Liability insurance with minimum combined single limits of $2,000,000 per occurrence (bodily injury and property damage liability) (or $1,000,000 per occurrence for Subcontractors). Each insurance company shall provide coverage for liability arising out of the use or operation of owned, hired, leased and non-owned vehicles. The insurance shall apply to all operations of Buyer, Project General Contractor and any Subcontractors both on

and away from the Property. As used in this Section, "automobile" shall mean any vehicle licensed or required to be licensed under any applicable state vehicle code.

1.2 Insurance Companies. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better.

1.3 Duration. Buyer, Project Contractor and each Subcontractor shall maintain such insurance, at their sole cost and expense, in full force and effect until this Agreement has been fully performed, all equipment, implements and machinery have been removed from, and all employees, agents, representatives, Subcontractors and Sub-subcontractors have left Seller's premises. Buyer shall require the Project Contractor and Subcontractors to comply with all insurance requirements set forth in the Cure Work Contract documents.

1.4 Policy Forms and Endorsements. Buyer shall cause the insurance company of the Project Contractor to (i) issue the insurance on an occurrence basis, (ii) provide defense coverage for liability insurance policies as a separate benefit and not within the limits of liability, (iii) issue an endorsement to all policies stating that the policies are primary and that Seller's policies are excess, secondary and noncontributing, (iv) issue an endorsement to all policies to provide a waiver of subrogation in favor of Seller, (v) issue an endorsement to all policies, except the workers' compensation and employer's liability insurance policies, to include Seller and its subsidiaries, affiliates, officers, directors, employees, and agents as "additional insureds", and (vi) include in each insurance policy a provision that the insurance company or companies shall not cancel, non-renew, or change coverage from the requirements of the Contract Documents without providing at least 30 days' advance written notice to Seller. Buyer shall provide to Seller at least 30 days' advance written notice of any contemplated cancellation, non-renewal, or change in insurance coverage.

1.5 Certificates of Insurance. With regard to the insurance required above, Buyer shall provide to Seller on the Closing Date and at least 30 days prior to the expiration of a policy or policies of insurance in effect during the term of this Agreement, a certificate or certificates of insurance evidencing all required insurance which are reasonably acceptable to Seller. Buyer shall retain copies of all certificates of insurance provided by the Project Contractor and Subcontractors and, if requested by Seller, shall promptly provide such certificates of insurance to Seller.

1.6 Deductibles. (i). The Project Contractor shall not procure an insurance policy or policies with deductibles or self-insured retentions in excess of $10,000.00. The Project Contractor shall pay all deductibles or self-insured retentions to the insurance policy or policies that the Project Contractor is required to provide under this Agreement. (ii). Buyer shall maintain a $500,000 self-insured retention.

EXHIBIT C

FORM OF WARRANTY DEED

THIS INSTRUMENT PREPARED BY:
Independence Acquisition & Appraisal, LLC
On behalf of Peter Morrow, Property Acquisition Division Manager
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: 60th Avenue East - US 301/ to Mendoza Road
PROJECT NO: 6083160
PARCEL NO: S1-11 and S1-14
PID NO: 816700359 and 816800279
Owner Type: G22

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS INDENTURE, made and entered into between **NORTH RIVER VILLAGE GEC, LLC,** an Ohio limited liability company, whose mailing address is 6562 University Parkway, Suite 210, Sarasota Florida 34240 (hereinafter the **Grantor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the **Grantee**).

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLAR ($10.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred to the Grantee, said Grantee's heirs and assigns forever, the following described land, to wit:

See legal description identified as Composite Exhibit A attached hereto and incorporated herein by this reference.

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

AND the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever, except taxes accruing for the year 2026 and subsequent years.

THIS WARRANTY DEED 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 corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first below written.

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

GRANTOR:
NORTH RIVER VILLAGE GEC, LLC, an Ohio limited liability company

By: GREAT EASTERN CORPORATION, an Ohio corporation
Its: Manager

By: _____
Jonathan M. Casto, President

Date: _____

_____
First Witness Signature

_____
First Witness Printed Name

Address: _____
_____

_____
Second Witness Signature

_____
Second Witness Printed Name

Address: _____
_____

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 _____, 2026, Jonathan M. Casto, as President of Great Eastern Corporation, an Ohio corporation, as Manager of North River Village GEC, LLC, an Ohio limited liability company, on behalf of the 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: _____

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF THE TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, RECORDED IN OFFICIAL RECORD BOOK 2532, PAGE 1186 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 34 SOUTH, AND RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS DEFINED BY CERTIFIED CORNER RECORD #104022; THENCE S89°50'24"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1344.43 FEET; THENCE S00°09'36"E, A DISTANCE OF 1391.31 FEET; THENCE N89°50'24"E, A DISTANCE OF 28.04 FEET TO THE EASTERLY RIGHT OF WAY OF 60TH AVENUE EAST PER OFFICIAL RECORD BOOK 2449, PAGE 6161, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N82°38'46"E, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 20.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N82°38'46"E, A DISTANCE OF 20.76 FEET; THENCE S17°42'57"E, A DISTANCE OF 15.48 FEET TO A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 135.15 FEET, A RADIUS OF 703.00 FEET, A DELTA ANGLE OF 11°00'50", A CHORD BEARING OF S11°49'05"E AND A CHORD LENGTH OF 134.94 FEET; THENCE N72°40'29"E, A DISTANCE OF 4.99 FEET; THENCE S17°34'04"E, A DISTANCE OF 95.83 FEET TO THE NORTHERLY RIGHT OF WAY OF US 301 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 13075-2404; THENCE S75°35'17"W, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 10.89 FEET; THENCE N17°48'53"W, A DISTANCE OF 248.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2,912 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

REVISED 7/22/2023
REVISED 4/04/2024

Russell P Hyatt
Digitally signed by Russell P Hyatt
Date: 2024.05.30 14:28:22 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-11, DATED 12/11/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

SKETCH & DESCRIPTION
PARCEL S1-11
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816700359
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

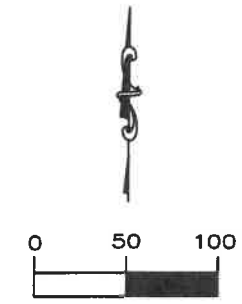
JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	6/2022	JDS	18-2238-S1_RWSL11	1 OF 2

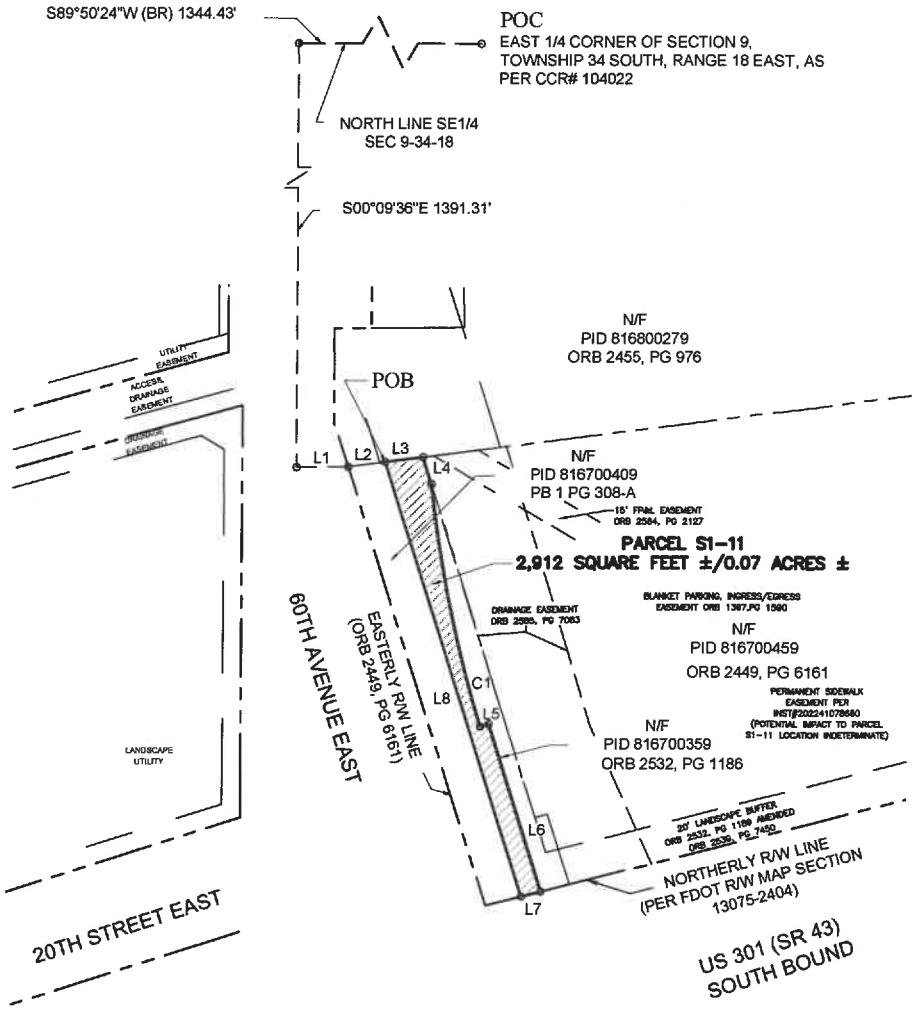
COMPOSITE EXHIBIT A

LEGEND

R/W	RIGHT OF WAY	LB	LICENSED BUSINESS (#)
ORB	OFFICIAL RECORD BOOK	ID	IDENTIFICATION
PG	PAGE	TWN	TOWNSHIP
PB	PLAT BOOK	RNG	RANGE
SF	SQUARE FEET	CCR	CERTIFIED CORNER RECORD
AC	ACRES	(BR)	BEARING REFERENCE
POB	POINT OF BEGINNING	SEC	SECTION
POC	POINT OF COMMENCEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
PID	PARCEL IDENTIFICATION	US	UNITED STATES
N/F	NOW OR FORMERLY		
±	MORE OR LESS		
(D)	DEED		
INST.#	INSTRUMENT NUMBER		

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°50'24"E	28.04'
L2	N82°38'46"E	20.34'
L3	N82°38'46"E	20.76'
L4	S17°42'57"E	15.48'
L5	N72°40'29"E	4.99'
L6	S17°34'04"E	95.83'
L7	S75°35'17"W	10.89'
L8	N17°48'53"W	248.68'





CURVE TABLE					
CURVE #	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	703.00'	135.15'	134.94'	S11°49'05"E	11°00'50"

SEE SHEET 1 OF 2 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-11
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816700359
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	6/2022	JDS	18-2238-S1_RWSL11	2 OF 2

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF THE TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, RECORDED IN OFFICIAL RECORD BOOK 2455, PAGE 976 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 34 SOUTH, AND RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS DEFINED BY CERTIFIED CORNER RECORD #104022; THENCE S89°50'24"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1344.43 FEET; THENCE S00°09'36"E, A DISTANCE OF 1391.31 FEET; THENCE N89°50'24"E, A DISTANCE OF 28.04 FEET TO THE EASTERLY RIGHT OF WAY OF 60TH AVENUE EAST PER OFFICIAL RECORD BOOK 2449, PAGE 6161 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N82°38'46"E, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 17.29 FEET TO THE POINT OF BEGINNING; THENCE N17°48'53"W, A DISTANCE OF 25.50 FEET; THENCE N00°10'08"W, A DISTANCE OF 49.12 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF 60TH AVENUE PER OFFICIAL RECORD BOOK 2455, PAGE 976, OFFICIAL RECORD BOOK 1990, PAGE 3355, PER OFFICIAL RECORD BOOK 2445, PAGE 976 AND OFFICIAL RECORD BOOK 1990, PAGE. 3355, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°23'01"E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 3.00 FEET; THENCE N00°10'08"W, ALONG SAID RIGHT OF WAY, A DISTANCE OF 657.62 FEET; THENCE N00°31'09"E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 330.23 FEET; THENCE N89°18'46"E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 180.13 FEET TO THE SOUTHWEST CORNER OF TRACT 605, BOUGAINVILLEA PLACE, AS RECORDED IN PLAT BOOK 50, PAGE 1, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°18'46"E, LEAVING SAID RIGHT OF WAY AND ALONG SAID SOUTH LINE, A DISTANCE OF 137.33 FEET; THENCE S02°09'48"W, A DISTANCE OF 233.50 FEET; THENCE S00°03'47"E, A DISTANCE OF 122.71 FEET; THENCE S89°56'13"W, A DISTANCE OF 217.83 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 102.03 FEET, A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 89°56'10", A CHORD BEARING OF S44°58'07"W AND A CHORD LENGTH OF 91.87 FEET; THENCE S00°03'47"E, A DISTANCE OF 55.86 FEET; THENCE S00°03'47"E, A DISTANCE OF 100.00 FEET; THENCE S00°04'56"E, A DISTANCE OF 100.00 FEET; THENCE S01°45'20"E, A DISTANCE OF 34.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 61.61 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 88°14'40", A CHORD BEARING OF S45°52'40"E AND A CHORD LENGTH OF 55.70 FEET; THENCE N90°00'00"E, A DISTANCE OF 7.84 FEET; THENCE S00°00'00"E, A DISTANCE OF 49.53 FEET; THENCE N90°00'00"W, A DISTANCE OF 8.41 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 62.83 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S45°00'00"W AND A CHORD LENGTH OF 56.57 FEET; THENCE S00°03'47"E, A DISTANCE OF 160.20 FEET; THENCE S03°16'51"E, A DISTANCE OF 27.54 FEET; THENCE S03°41'17"E, A DISTANCE OF 33.88 FEET; THENCE S82°38'46"W, A DISTANCE OF 27.05 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 135,273 SQUARE FEET OR 3.11 ACRES MORE OR LESS.

REVISED 7/22/2023
REVISED 4/04/2024

Russell P Hyatt
Digitally signed by Russell P Hyatt
Date: 2024.05.30 14:29:34 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

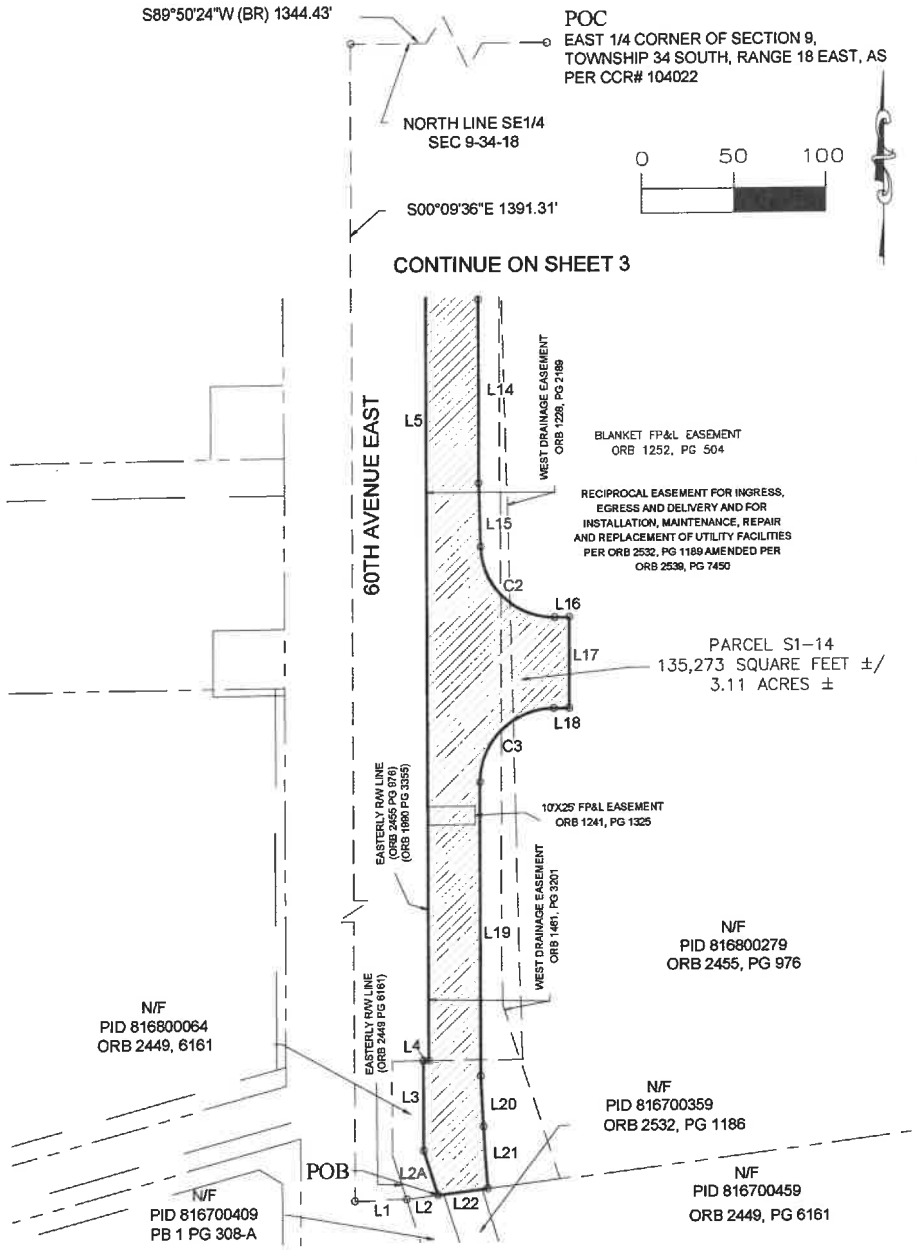
1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-14, DATED 11/03/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

SKETCH & DESCRIPTION
PARCEL S1-14
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	JDS	18-2238-S1_RWSL14	1 OF 3

COMPOSITE EXHIBIT A



LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	MORE OR LESS
(D)	DEED
INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°50'24"E	28.04'
L2	N82°38'46"E	17.29'
L2A	N17°48'53"W	25.50'
L3	N00°10'08"W	49.12'
L4	N89°23'01"E	3.00'
L5	N00°10'08"W	657.62'
L14	S00°04'56"E	100.00'
L15	S01°45'20"E	34.67'
L16	N90°00'00"E	7.84'
L17	S00°00'00"E	49.53'
L18	N90°00'00"W	8.41'
L19	S00°03'47"E	160.20'
L20	S03°16'51"E	27.54'
L21	S03°41'17"E	33.88'
L22	S82°38'46"W	27.05'

CURVE TABLE					
CURVE #	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C2	40.00'	61.61'	55.70'	S45°52'40"E	88°14'40"
C3	40.00'	62.83'	56.57'	S45°00'00"W	90°00'00"

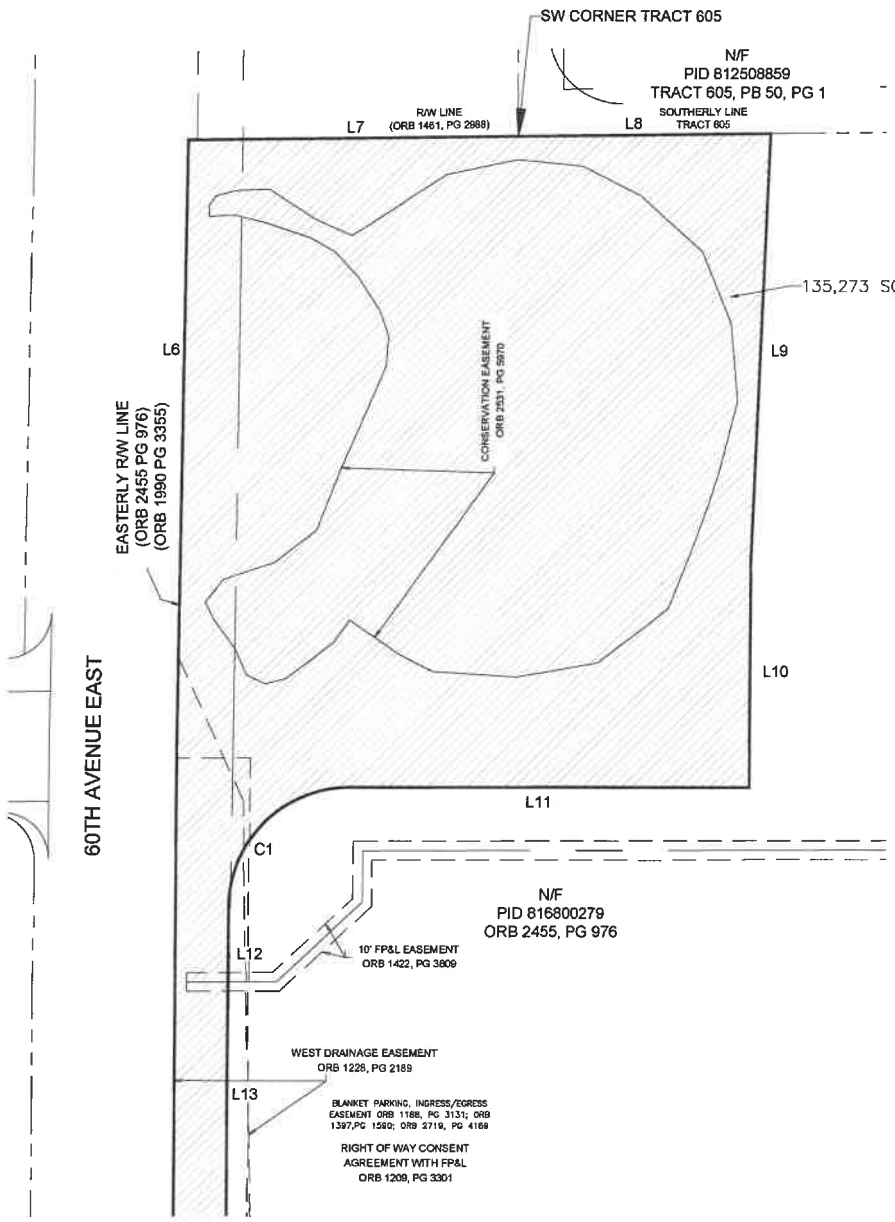
SEE SHEET 1 OF 3 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	JDS	18-2238-S1_RWSL14	2 OF 3

COMPOSITE EXHIBIT A



CONTINUE ON SHEET 2

LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	MORE OR LESS
(D)	DEED
INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION

CURVE TABLE					
CURVE #	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	65.00'	102.03'	91.87'	S44°58'07"W	89°56'10"

LINE TABLE		
LINE #	BEARING	LENGTH
L6	N00°31'09"E	330.23'
L7	N89°18'46"E	180.13'
L8	N89°18'46"E	137.33'
L9	S02°09'48"W	233.50'
L10	S00°03'47"E	122.71'
L11	S89°56'13"W	217.83'
L12	S00°03'47"E	55.86'
L13	S00°03'47"E	100.00'

SEE SHEET 1 OF 3 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	JDS	18-2238-S1_RWSL14	3 OF 3

EXHIBIT D

FORM OF TEMPORARY EASEMENT DEED

THIS INSTRUMENT PREPARED BY:
Independence Acquisition & Appraisal, LLC
On behalf of Peter Morrow, Property Acquisition Division Manager
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: 60th Avenue East - US 301/ to Mendoza Road
PROJECT NO: 6083160
PARCEL NO: S1-14A and S1-14B
PID NO: 816800279

SPACE ABOVE THIS LINE FOR RECORDING DATA

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT (Easement) is made and given by **NORTH RIVER VILLAGE GEC, LLC,** an Ohio limited liability company, (**Grantor**), whose mailing address is 6562 University Parkway, Suite 210, Sarasota Florida 34240, to **MANATEE COUNTY**, a political subdivision of the State of Florida (**Grantee**), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 9000 Town Center Parkway, Lakewood Ranch, Florida 34202.

As used herein, the term "Grantor" shall include any and all heirs, legal representatives, successors or assigns of Grantor, and all subsequent owners of the Easement Area, as defined below, and the term "Grantee" shall include any successor or assignee of Grantee.

WHEREAS, Grantee will be widening and otherwise improving 60th Avenue East – US 301 to Mendoza Avenue in Ellenton, Florida (**Project**); and

WHEREAS, Grantor is the owner of certain real property adjacent to the existing right-of-way or the right-of-way to be acquired by Grantee in furtherance of completion of the Project; and

WHEREAS, Grantee desires as a part of the Project to temporarily enter upon, place, and use the Easement Area as defined below for a staging and work area, and for storage of equipment, supplies, and materials or to construct, improve, slope, grade, and/or harmonize roadway improvements adjacent to the easement area and for other purposes reasonably related to construction of the Project; and

WHEREAS, Grantor is willing to convey to Grantee the aforementioned rights; and

WHEREAS, Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and transfer unto Grantee a nonexclusive temporary construction easement for the use and benefit of Grantee for ingress, egress, entering upon, placing, and using as a staging and work area, and for storage of equipment, supplies, and materials or constructing, improving, sloping, grading, and/or harmonizing roadway improvements

adjacent to the easement area and for other purposes reasonably related to construction of the Project across, in, on, over, through, under, and upon the following described land lying and being in Manatee County, Florida (**Easement Area**):

See legal description in Composite Exhibit A, attached to and incorporated in this Easement by this reference.

This Easement shall commence on the date of acceptance by the Board of County Commissioners of Manatee County, Florida, and shall terminate after 60 months or when Grantee completes its Project, whichever comes first.

This Easement is granted upon the condition that all work shall be performed in a workmanlike manner and, with the exception of changes to grade, that the surface of the ground impacted within the Easement Area shall be restored to a substantially similar condition as existed prior to Grantee's use of the Easement Area.

Grantor reserves the right to continued free use and enjoyment of the Easement Area for any purposes which are not inconsistent with the rights granted herein to Grantee.

Grantor covenants with Grantee that Grantor is lawfully seized of the Easement Area and that Grantor has good, right, and lawful authority to grant this Easement and shall take no action to interfere with Grantee's lawful use of the Easement Area.

THIS TEMPORARY CONSTRUCTION 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 corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first below written.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE(S).

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

GRANTOR:

NORTH RIVER VILLAGE GEC, LLC, an Ohio limited liability company

By: GREAT EASTERN CORPORATION, an Ohio corporation
Its: Manager

By: _____
Jonathan M. Casto, President

Date: _____

_____
First Witness Signature

_____
First Witness Printed Name

Address: _____
_____

_____
Second Witness Signature

_____
Second Witness Printed Name

Address: _____
_____

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 _____, 2026, Jonathan M. Casto, as President of Great Eastern Corporation, an Ohio corporation, as Manager of North River Village GEC, LLC, an Ohio limited liability company, on behalf of the corporation, 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: _____

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF THE TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, RECORDED IN OFFICIAL RECORD BOOK 2455, PAGE 976 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 34 SOUTH, AND RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS DEFINED BY CERTIFIED CORNER RECORD #104022; THENCE S89°50'24"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1344.43 FEET; THENCE S00°09'36"E, A DISTANCE OF 1351.94 FEET; THENCE N89°50'24"E, A DISTANCE OF 20.45 FEET TO THE EASTERLY RIGHT OF WAY OF 60TH AVENUE EAST PER OFFICIAL RECORD BOOK 2449, PAGE 6161, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE CONTINUE N89°50'24"E, A DISTANCE OF 49.50 TO THE POINT OF BEGINNING; THENCE N87°12'24"E, A DISTANCE OF 5.00 FEET; THENCE N03°17'51"W, A DISTANCE OF 27.30 FEET; THENCE N00°03'47"W, A DISTANCE OF 160.19 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 47.12 FEET, A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 89°59'02", A CHORD BEARING OF N44°59'31"E AND A CHORD LENGTH OF 42.42 FEET; THENCE N89°59'02"E, A DISTANCE OF 23.42 FEET; THENCE N00°01'11"W, A DISTANCE OF 86.57 FEET; THENCE N49°37'05"W, A DISTANCE OF 49.94 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 38.91 FEET, A RADIUS OF 45.00 FEET, A DELTA ANGLE OF 49°32'10", A CHORD BEARING OF N24°51'00"W AND A CHORD LENGTH OF 37.71 FEET; THENCE N00°04'55"W, A DISTANCE OF 79.83 FEET; THENCE N00°03'47"W, A DISTANCE OF 100.00 FEET; THENCE N00°03'47"W, A DISTANCE OF 55.86 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 38.90 FEET, A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 37°08'50", A CHORD BEARING OF N18°34'34"E AND A CHORD LENGTH OF 38.22 FEET; THENCE N89°48'49"E, A DISTANCE OF 16.95 FEET; THENCE N00°55'43"W, A DISTANCE OF 20.73 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 69.55 FEET, A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 61°18'21", A CHORD BEARING OF S30°39'10"W AND A CHORD LENGTH OF 66.28 FEET; THENCE S00°03'47"E, A DISTANCE OF 55.86 FEET; THENCE S00°03'47"E, A DISTANCE OF 100.00 FEET; THENCE S00°04'56"E, A DISTANCE OF 100.00 FEET; THENCE S01°45'19"E, A DISTANCE OF 34.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 61.61 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 88°14'41", A CHORD BEARING OF S45°52'40"E AND A CHORD LENGTH OF 55.70 FEET; THENCE S90°00'00"E, A DISTANCE OF 7.84 FEET; THENCE S00°00'00"W, A DISTANCE OF 49.53 FEET; THENCE S90°00'00"W, A DISTANCE OF 8.41 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 62.83 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S45°00'00"W AND A CHORD LENGTH OF 56.57 FEET; THENCE S00°03'47"E, A DISTANCE OF 160.20 FEET; THENCE S03°16'51"E, A DISTANCE OF 27.54 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,481 SQUARE FEET OR 0.15 ACRES MORE OR LESS.

REVISED 7/22/2023
REVISED 4/04/2024
REVISED 4/10/2024

Russell P Hyatt
Digitally signed by Russell P Hyatt
Date: 2024.05.30 14:29:54 -04'00'

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-14, DATED 11/03/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

RUSSELL P. HYATT, P.S.M.

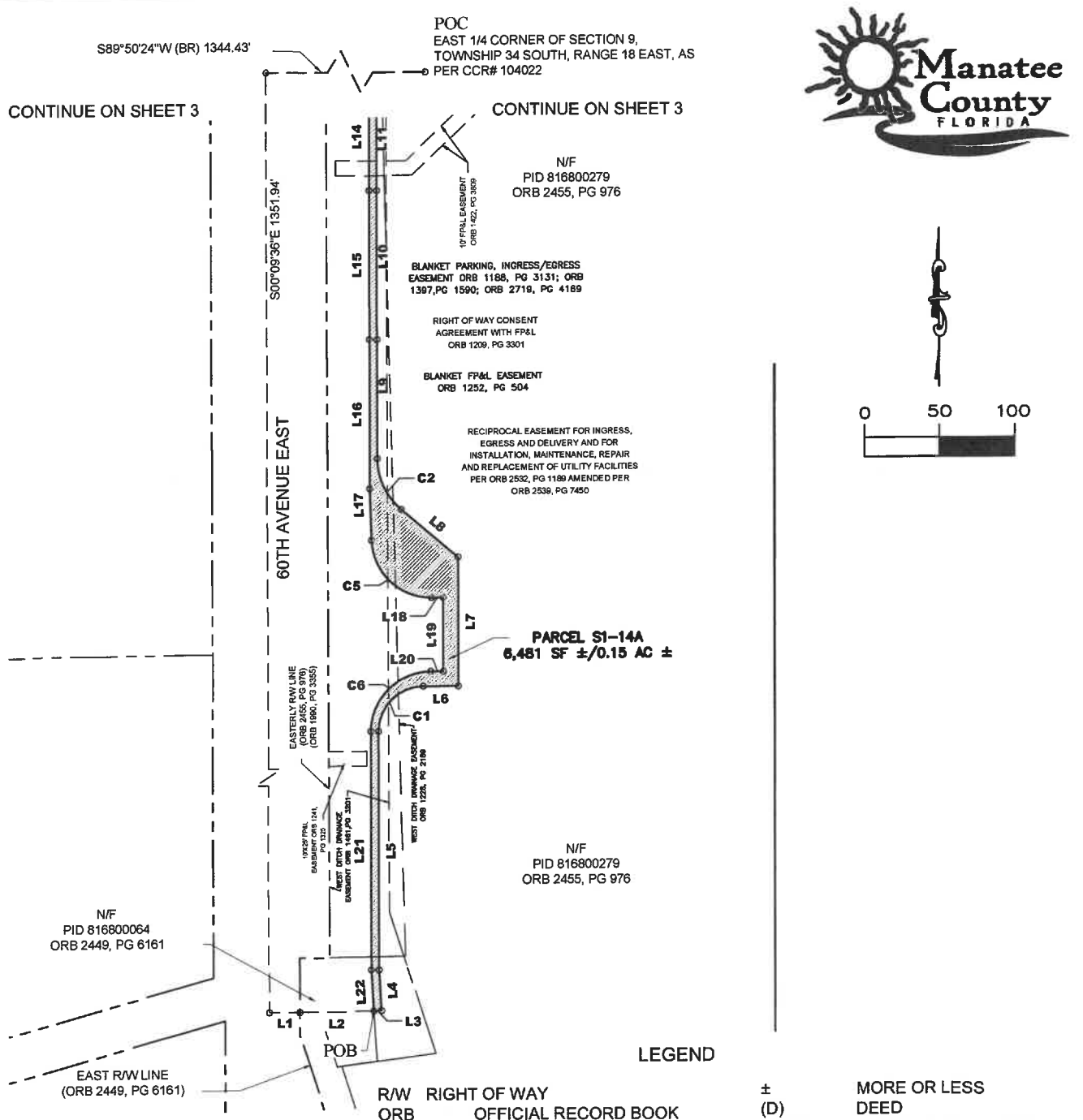
Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH & DESCRIPTION
PARCEL S1-14A
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	SWL	18-2238-S1_RWSL14A	1 OF 4

COMPOSITE EXHIBIT A



LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	MORE OR LESS
(D)	DEED
INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION

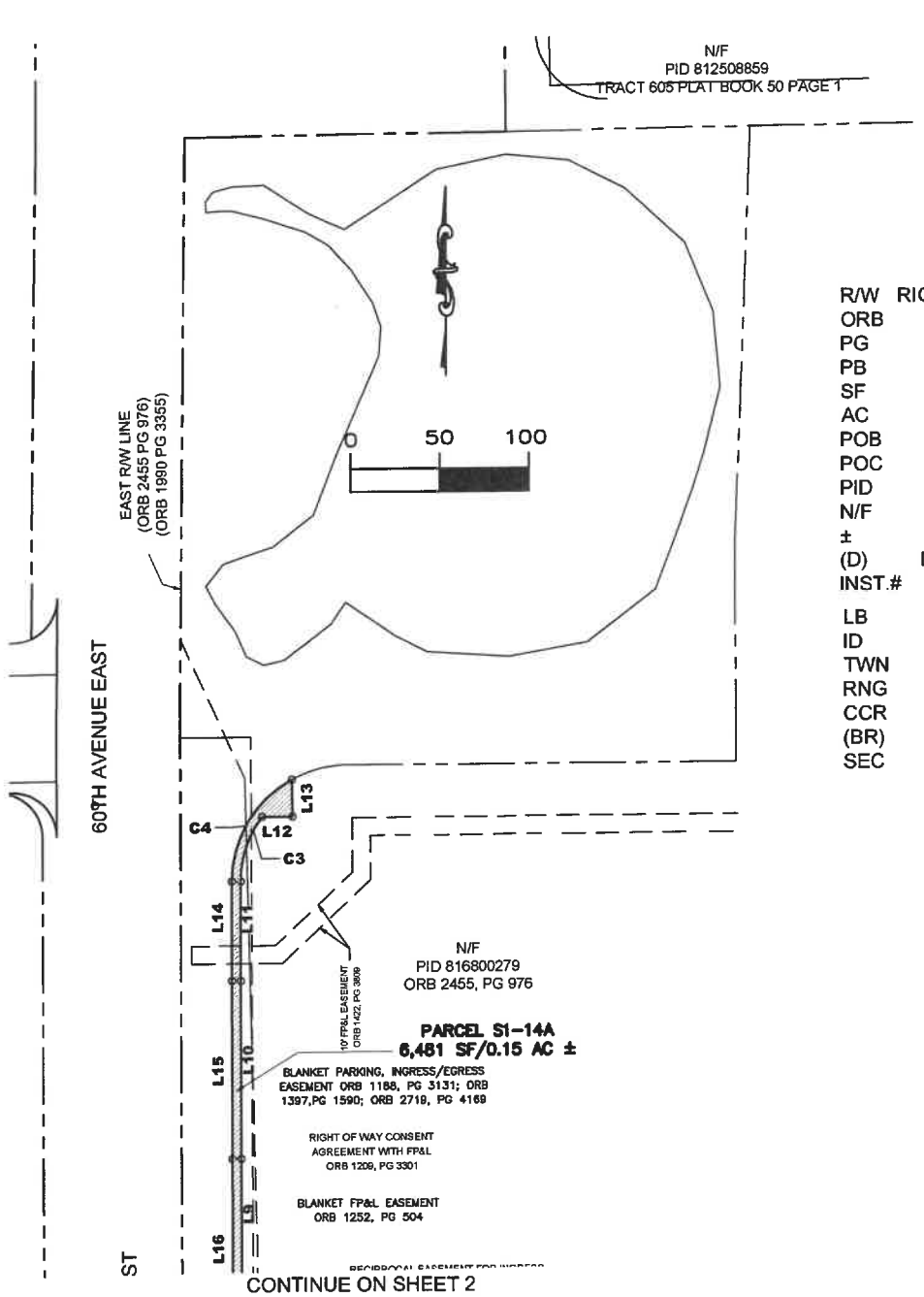
SEE SHEET 1 OF 4 FOR NOTES AND CERTIFICATION
SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES

SKETCH & DESCRIPTION
PARCEL S1-14A
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	SWL	18-2238-S1_RWSL14A	2 OF 4

COMPOSITE EXHIBIT A



CONTINUE ON SHEET 2

LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	MORE OR LESS
(D)	DEED
INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION

SEE SHEET 1 OF 4 FOR NOTES AND CERTIFICATION
SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES

SKETCH & DESCRIPTION
PARCEL S1-14A
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	SWL	18-2238-S1_RWSL14A	3 OF 4

COMPOSITE EXHIBIT A

Line Table		
Line #	Length	Direction
L1	20.45	N89° 50' 24"E
L2	49.50	N89° 50' 24"E
L3	5.00	N87° 12' 24"E
L4	27.30	N03° 17' 51"W
L5	160.19	N00° 03' 47"W
L6	23.42	N89° 59' 02"E
L7	86.57	N00° 01' 11"W
L8	49.94	N49° 37' 05"W
L9	79.83	N00° 04' 55"W
L10	100.00	N00° 03' 47"W
L11	55.86	N00° 03' 47"W
L12	16.95	N89° 48' 49"E
L13	20.73	N00° 55' 43"W
L14	55.86	S00° 03' 47"E
L15	100.00	S00° 03' 47"E
L16	100.00	S00° 04' 56"E
L17	34.67	S01° 45' 19"E
L18	7.84	S90° 00' 00"E
L19	49.53	S00° 00' 00"W
L20	8.41	S90° 00' 00"W
L21	160.20	S00° 03' 47"E
L22	27.54	S03° 16' 51"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing and Distance	
C1	47.12	30.00	089° 59' 02"	N 44°59'31" E	42.42
C2	38.91	45.00	049° 32' 10"	N 24°51'00" W	37.71
C3	38.90	60.00	037° 08' 50"	N 18°34'34" E	38.22
C4	69.55	65.00	061° 18' 21"	S 30°39'10" W	66.28
C5	61.61	40.00	088° 14' 41"	S 45°52'40" E	55.70
C6	62.83	40.00	090° 00' 00"	S 45°00'00" W	56.57

SEE SHEET 1 OF 4 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14A
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	SWL	18-2238-S1_RWSL14A	4 OF 4

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF A TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, DESCRIBED IN OFFICIAL RECORD BOOK 2455, PAGE 976, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 34 SOUTH, AND RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS DEFINED BY CERTIFIED CORNER RECORD #104022; THENCE S89°50'24"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1344.43 FEET; THENCE S00°09'36"E, A DISTANCE OF 227.64 FEET; THENCE N89°50'24"E, A DISTANCE OF 59.42 FEET TO THE EASTERLY RIGHT OF WAY OF 60TH AVENUE EAST PER BOUGAINVILLEA PLACE, AS RECORDED IN PLAT BOOK 50, PAGE 1, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°20'54"E, ALONG THE WESTERLY LINE OF TRACT 605, SAID PLAT BOOK 50, PAGE 1, A DISTANCE OF 164.10 FEET; THENCE S00°39'06"E, STILL ALONG SAID WESTERLY LINE OF TRACT 605, A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 605; THENCE N89°18'46"E, ALONG THE SOUTH LINE OF SAID TRACT 605, A DISTANCE OF 137.33 FEET; THENCE S02°09'48"W, A DISTANCE OF 233.50 FEET; THENCE S00°03'47"E, A DISTANCE OF 122.71 FEET TO THE POINT OF BEGINNING; THENCE S00°03'47"E, A DISTANCE OF 28.14 FEET; THENCE S89°56'13"W, A DISTANCE OF 110.00 FEET; THENCE N00°03'47"W, A DISTANCE OF 28.14 FEET; THENCE N89°56'13"E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,096 SQUARE FEET OR 0.071 ACRES, MORE OR LESS.

REVISED 7/22/2023
REVISED 4/04/2024

Russell P Hyatt

Digitally signed by Russell P Hyatt
Date: 2024.05.30 14:30:17 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

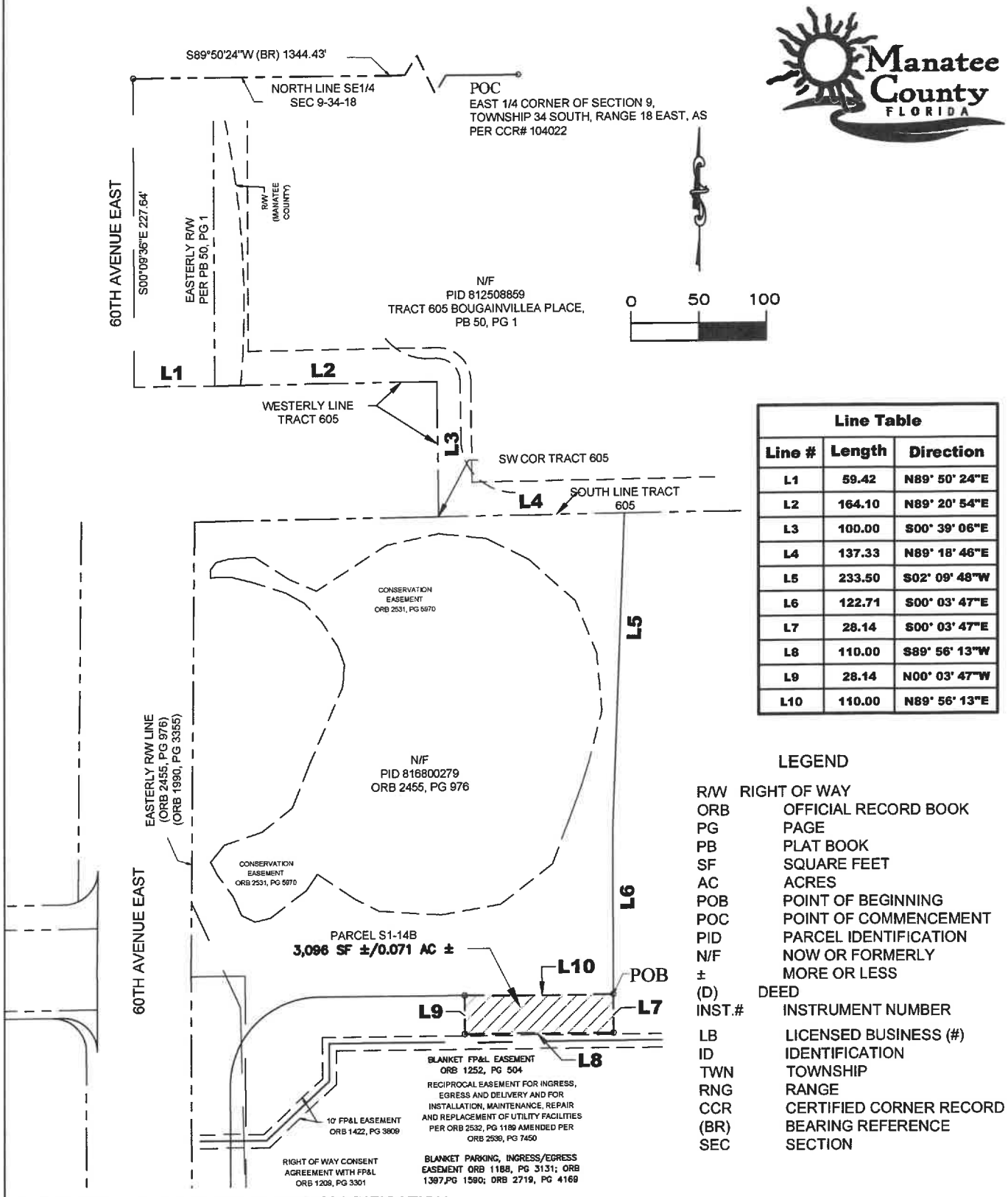
1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-14, DATED 11/03/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

SKETCH & DESCRIPTION
PARCEL S1-14B
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	JDS	18-2238-S1_RWSL14	1 OF 3

COMPOSITE EXHIBIT A



Line Table		
Line #	Length	Direction
L1	59.42	N89° 50' 24"E
L2	164.10	N89° 20' 54"E
L3	100.00	S00° 39' 06"E
L4	137.33	N89° 18' 46"E
L5	233.50	S02° 09' 48"W
L6	122.71	S00° 03' 47"E
L7	28.14	S00° 03' 47"E
L8	110.00	S89° 56' 13"W
L9	28.14	N00° 03' 47"W
L10	110.00	N89° 56' 13"E

LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	MORE OR LESS
(D)	DEED
INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION

SEE SHEET 1 OF 2 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14B
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	SWL	18-2238-S1_RWSL14B	2 OF 2

EXHIBIT E

FORM OF RIGHT OF WAY EASEMENT

Return to: Board Records

This instrument prepared by:
W. Campbell McLean
101 E. Kennedy Blvd., Ste. 4400
Tampa, FL 33602

Parcel ID (portion of): 816800279
Ref / Project Name: 60th Avenue from US 301 to Mendoza

RIGHT-OF-WAY EASEMENT DEED

THIS INDENTURE is made between NORTH RIVER VILLAGE GEC, LLC, an Ohio limited liability company, whose address is 6562 University Parkway, Suite 210, Sarasota, Florida 34240 hereinafter referred to as "Grantor," and MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 9000 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as "Grantee."

W I T N E S S E T H

That Grantor, for good and valuable consideration by Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell and transfer unto Grantee, a perpetual non-exclusive right-of-way easement for roadway purposes and all attendant facilities, including, but not limited to, road surface, slope, drainage, sidewalk, utilities, and all other lawful public purposes, provided for by Chapter 125, Florida Statutes, over, under, and across the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF

TO HAVE AND TO HOLD the same with all and singular the appurtenances thereunto belonging or in anywise appertaining to the granting of this easement in law or equity to the only proper use, benefit, and behoof of the said Grantee, or its successors or assigns.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officer, thereunto duly authorized, this ____ day of ____, 2026.

Signed, sealed and delivered in the presence of:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

_____
Witness #1 Address

_____
Witness #2 Signature

_____
Witness #2 Printed Name

_____
Witness #2 Address

NORTH RIVER VILLAGE GEC, LLC, an Ohio limited liability company

By: Great Eastern Corporation, an Ohio corporation
Its: Manager

By:_____
Jonathan M. Casto, President

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Jonathan M. Casto, as President of Great Eastern Corporation, an Ohio corporation, Manager of North River Village GEC, LLC, an Ohio limited liability company, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

Sketch and legal description to be attached as EXHIBIT "A"

EXHIBIT "A"

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF A TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, DESCRIBED IN OFFICIAL RECORD BOOK 2455, PAGE 976, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINING 19,572 SQUARE FEET OR 0.45 ACRES, MORE OR LESS.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH & DESCRIPTION IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-14, DATED 11/03/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

SEE SHEET 2 OF 2 FOR SKETCH

Russell P Hyatt
Digitally signed by Russell P Hyatt
Date: 2026.05.21 10:05:49 -04'00'

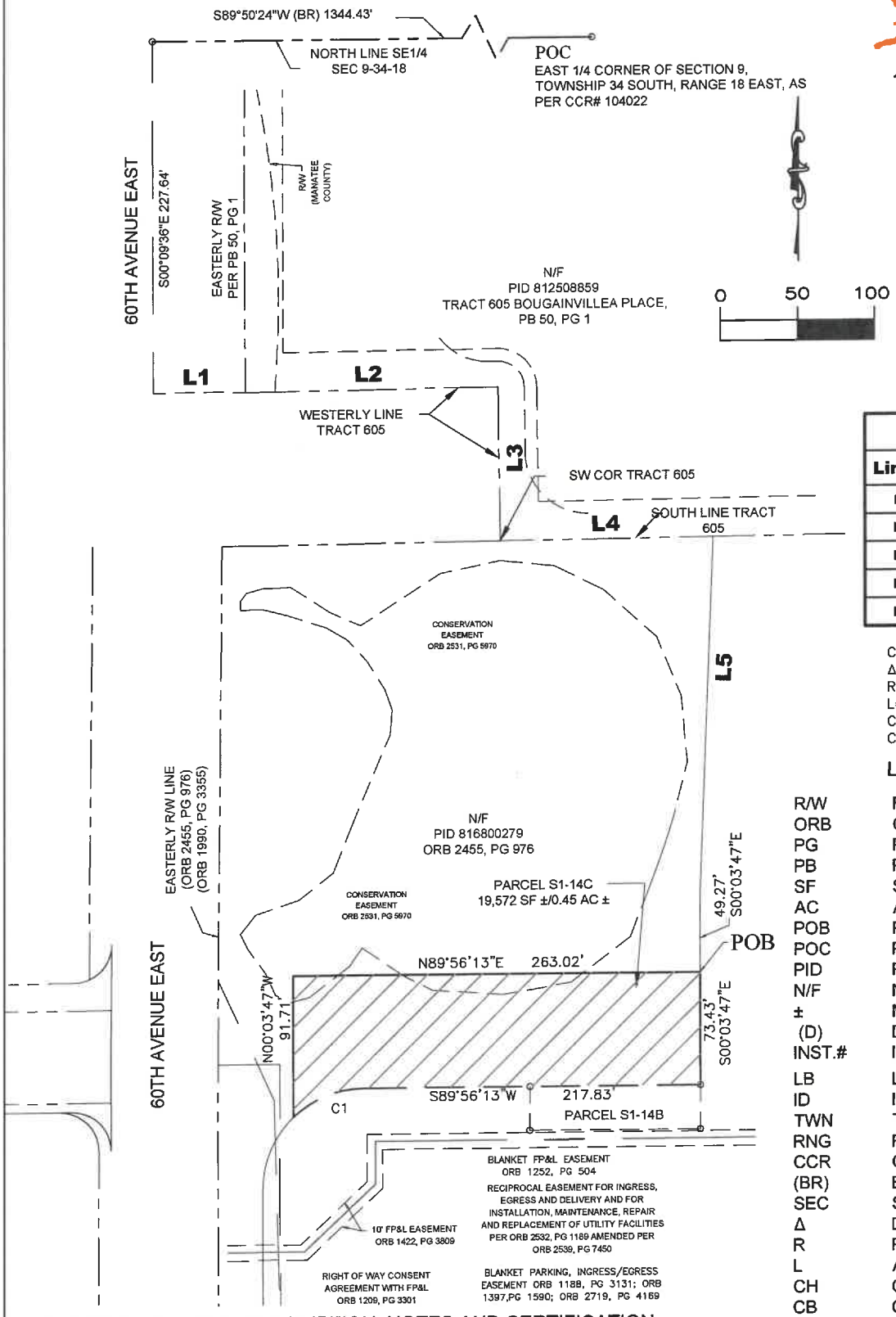
RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH & DESCRIPTION
PARCEL S1-14C
60th AVE @ STATE ROUTE 301 INTERSECTION
P/O N/F PID 816800279
MANATEE COUNTY, FLORIDA

SAM™
2012 Lena Road
Bradenton, FL 34211
Licensed Business #7908
Ofc: 941.748.4693
Email: info@sam.biz

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2026	SWL	18-2238-S1_RWSL14C	1 OF 2



Line Table		
Line #	Length	Direction
L1	59.42	N89° 50' 24"E
L2	164.10	N89° 20' 54"E
L3	100.00	S00° 39' 06"E
L4	137.33	N89° 18' 46"E
L5	233.50	S02° 09' 48"W

CURVE C1
Δ=44°02'30"
R=65.00'
L=49.96'
CH=48.74'
CB=S67°54'57"W

LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
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INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION
Δ	DELTA/CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CH	CHORD DISTANCE
CB	CHORD BEARING

SEE SHEET 1 OF 2 FOR DESCRIPTION, NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14C
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

2012 Lena Road
Bradenton, FL 34211
Licensed Business #7908
Ofc: 941.748.4693
Email: info@sam.biz

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2026	SWL	18-2238-S1_RWSL14C	2 OF 2

EXHIBIT F

FORM OF RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

PROJECT NAME:	60TH AVENUE PROJECT – SEGMENT 1
PROJECT PARCEL NO.	S1-11, S1-14, S1-14A, S1-14B, S1-14C
OWNER:	NORTH RIVER VILLAGE GEC, LLC
PROPERTY ADDRESS:	6100 U.S 301 North, Ellenton, FL 34222
MANATEE CO. PARCEL NO:	816800279

THIS RIGHT OF ENTRY AGREEMENT (the "Right of Entry Agreement") is made and entered into on the date of the last signature appearing below, by and between **NORTH RIVER VILLAGE GEC, LLC**, an Ohio limited liability company, hereinafter called the "Owner" and **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter called the "County."

W I T N E S S E T H:

WHEREAS, there are certain areas affected by the above referenced project, which are within the Owner's remaining lands (the "Remainder Property");

WHEREAS, it is hereby determined to be in the best interest of the Owner that the County shall have access to the Owner's Remainder Property for the purpose of constructing the Cure Construction Plans as described and defined in that certain Agreement between the Owner and the County dated _____ which is incorporated herein (the "Work"); and

NOW, THEREFORE, in consideration of the above stated premises, the Owner and the County hereby agree that the County and/or its duly authorized representatives shall have the non-exclusive right to enter upon the Remainder Property for the purposes of facilitating the Work associated with the implementation of the Cure Construction Plans. Provided, and to the extent permitted by Florida law:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The Owner, by this instrument, hereby grants to the County and its agents or assigns a non-exclusive right of entry to enter upon the Remainder Property for the purpose of performing the Work on the Cure Construction Plans.
3. The County will ensure that the insurance requirements placed upon non-County employees completing the Work will cover the Work performed under the Cure Constructions Plans. The Owner shall be named as an additional insured party on

each insurance certificate. Certificates of insurance shall be provided to Owner prior to commencement of the Work. Without waiving the rights, privileges and immunities afforded to the County by Section 768.28, Florida Statutes, the County shall indemnify and hold harmless the Owner from all loss, damage, claims, suits, costs, or injury to any person or property as a result of any actions, inactions, activities, events, or otherwise, pertaining to the performance of the Work on the Remainder Property by the County, its employees, subcontractors, laborers, materialmen, suppliers and other agents.

4. If any one or more of the provisions of this Right of Entry Agreement 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 voice and shall be deemed separate from the remaining provisions of this Right of Entry Agreement, 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.
5. The Anti-Human Trafficking Affidavit signed by an officer or representative of Owner and furnished as Exhibit H to the Conveyance and Construction Agreement between Owner and the County shall also apply to the execution of this Right of Entry Agreement and shall be deemed provided by Owner to the County at execution of same.
6. This Right of Entry Agreement shall be construed and enforced pursuant to Florida law.
7. This Right of Entry Agreement will expire at the conclusion of the Work on the Cure Construction Plans and shall remain non-revocable until such Work is completed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below.

NORTH RIVER VILLAGE GEC, LLC, an Ohio limited liability company:	**MANATEE COUNTY, FLORIDA,** a political subdivision of the State of Florida:
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date:_____

EXHIBIT G

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

THIS INSTRUMENT PREPARED BY:
Independence Acquisition & Appraisal, LLC
On behalf of Peter Morrow, Property Acquisition Division Manager
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: 60th Avenue East - US 301/ to Mendoza Road
PROJECT NO: 6083160
PARCEL NO: S1-11 and S1-14
PID NO: 816700359 and 816800279

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared **JONATHAN M. CASTO,** who being first duly sworn, deposes and says that, to the best of her knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.

2. NORTH RIVER VILLAGE GEC, LLC, an Ohio 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 **Composite 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 Great Eastern Corporation as Manager of Grantor and I make this affidavit with the authority of and on behalf of Grantor.

4. Grantor has sole and exclusive possession of the Property except for those certain leases in Item 15.

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, except for those certain leases in item 15.

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 the following:

A. Memorandum of Lease recorded in Official Records Book 1185, Page 3473; Recognition Agreement recorded in Official Records Book 1424, Page 3312, all of the Public Records of Manatee County, Florida.

B. Declaration of Easements and recorded in Official Records Book 1188, Page 3131; Ingress and Egress and Utility Easement as set forth in

Warranty Deed recorded in Official Records Book 1227, Page 1694; Agreement recorded in Official Records Book 1312, Page 1606; Absolute Assignment of Owner's Rights Under the Declaration of Easement and Covenants recorded in Official Records Book 1990, Page 3398; Agreement to Amend and Modify Declaration of Easements and Covenants recorded in Official Records Book 2719, Page 4169; Notice of Consent recorded in Official Records Book 1397, Page 1590, all of the Public Records of Manatee County, Florida.

C. Recognition and Estoppel Agreement recorded in Official Records Book 1188, Page 3181, of the Public Records of Manatee County, Florida.

D. Easements and other rights reserved in Special Warranty recorded in Official Records Book 1397, Page 1592, of the Public Records of Manatee County, Florida.

E. Right Of Way Resolution recorded in Official Records Book 1453, Page 769, of the Public Records of Manatee County, Florida.

F. Absolute Assignment of Owner's Rights under the Declaration of Easements and Covenants recorded in Official Records Book 1990, Page 3398, of the Public Records of Manatee County, Florida.

G. Reciprocal Easement Agreement recorded in Official Records Book 2532, Page 1189; as amended in Official Records Book 2539, Page 7450, all of the Public Records of Manatee County, Florida.

H. Memorandum of Lease recorded in Official Records Book 2534, Page 437; First Amendment to Memorandum of Lease recorded in Official Records Book 2554, Page 5488; as affected by Notice of Lessor Pursuant to Section 713.10 Florida Statutes recorded in Official Records Book 2528, Page 2488 and in Official Records Book 2532, Page 7071, all of the Public Records of Manatee County, Florida.

I. Mortgage, Assignment of Rents, Security Agreement and Notice of Future Advance dated January 31, 2005 and recorded in Official Records Book 1990, Page 3360; Assignment of Mortgage and Other Loan Documents recorded in Official Records Book 2018, Page 40; Modification of Mortgage and Other Loan Documents recorded in Official Records Book 2018, Page 44; Absolute Assignment of Leases and Rents recorded in Official Records Book 2018, Page 103; Assignment and Assumption of Mortgage and Other Loan Documents recorded in Official Records Book 2235, Page 2456; Assignment of Mortgage and Other Loan Documents recorded in Official Records Book 2392, Page 3065; Assumption and Amendment of Note, Mortgage and Other Loan Documents recorded in Official Records Book 2455, Page 979; Modification of Mortgage and Other Loan Documents and Spreader Agreement recorded in Official Records Book 2532, Page 1234;

Assignment of Mortgage and Other Loan Documents recorded in Official Records Book 2576, Page 406; Amended and Restate Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded in Official Records Book 2576, Page 412; Second Amendment and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded in Official Records Book 2808, Page 7960, all of the Public Records of Manatee County, Florida.

J. Reciprocal Easement recorded in Official Records Book 2532, Page 1189; Amendment to Reciprocal Easement Agreement recorded in Official Records Book 2539, Page 7450, all of the Public Records of Manatee County, Florida.

K. Permanent Sidewalk Easement recorded in Official Records under Instrument No. 20224107860, all of the Public Records of Manatee County, Florida.

L. Right-of-Way Easement recorded in Deed Book 305, Page 269, of the Public Records of Manatee County, Florida.

M. Memorandum of Lease recorded in Official Records Book 1191, Page 1469; Lease Modification Agreement recorded in Official Records Book 1311, Page 2108; Memorandum of Lease Modification Agreement recorded in Official Records Book 1393, Page 5823, all of the Public Records of Manatee County, Florida.

N. Right-of-Way Consent Agreement recorded in Official Records Book 1209, Page 3301, of the Public Records of Manatee County, Florida.

O. Drainage Easement recorded in Official Records Book 1228, Page 2189, of the Public Records of Manatee County, Florida.

P. Declaration of Restrictive Covenants recorded in Official Records Book 1234, Page 888, of the Public Records of Manatee County, Florida.

Q. Easement recorded in Official Records Book 1241, Page 1325, of the Public Records of Manatee County, Florida.

R. Easement recorded in Official Records Book 1252, Page 504, of the Public Records of Manatee County, Florida.

S. Easement recorded in Official Records Book 1267, Page 1897, of the Public Records of Manatee County, Florida.

T. Easement recorded in Official Records Book 1283, Page 130, of the Public Records of Manatee County, Florida.

U. Impact Fee Agreement recorded in Official Records Book 1399, Page 5565, of the Public Records of Manatee County, Florida.

V. Easement recorded in Official Records Book 1422, Page 3809, of the Public Records of Manatee County, Florida.

W. Drainage Easement and Agreement recorded in Official Records Book 1453, Page 1310; Corrective Drainage Easement and Agreement recorded in Official Records Book 1461, Page 3201, all of the Public Records of Manatee County, Florida.

X. Easement recorded in Official Records Book 2276, Page 874, of the Public Records of Manatee County, Florida.

Y. Short Form Lease recorded in Official Records Book 2424, Page 1099, of the Public Records of Manatee County, Florida.

Z. Memorandum of Lease recorded in Official Records Book 2441, Page 4070, of the Public Records of Manatee County, Florida.

AA. Conservation Easement recorded in Official Records Book 2531, Page 5970, of the Public Records of Manatee County, Florida.

BB. Permanent Utilities Easement recorded in Official Records Book 2589, Page 2780, of the Public Records of Manatee County, Florida.

CC. Permanent Utilities Easement recorded in Official Records Book 2589, Page 2780, of the Public Records of Manatee County, Florida.

DD. Memorandum of Lease recorded in Official Records Book 2790, Page 7295, of the Public Records of Manatee County, Florida.

EE. Manatee County Easement Encroachment Agreement recorded in Official Records Book 2804, Page 3817, of the Public Records of Manatee County, Florida.

FF. Second Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded in Official Records Book 2808, Page 7960; Original Mortgage recorded in Official Records Book 1990, Page 3360; Modification of Mortgage and Other Loan Documents recorded in Official Records Book 2018, Page 44; Absolute Assignment of Leases and Rents recorded in Official Records Book 2018, Page 103; Assignment and Assumption of Mortgage and Other Loan Documents recorded in Official Records Book 2235, Page 2456; Assumption and Amendment of Note, Mortgage and Other Loan Documents recorded in Official Records Book 2455, Page 978; Modification of Mortgage and Other Loan Documents and Spreader Agreement recorded in Official Records Book 2532, Page 1234; Amended and Restated Mortgage, Assignment of

Rents, Security Agreement and Fixture Filing recorded in Official Records Book 2576, Page 412 Subordination, Non-Disturbance, and Attornment Agreement with At Home Stores, LLC, a Delaware limited liability company, tenant, recorded in Official Records Book 2790, Page 1; Subordination, Non-Disturbance, and Attornment Agreement recorded in Official Records Book 2808, Page 7992; Subordination, Non-Disturbance, and Attornment Agreement recorded in Official Records Book 2809, Page 1; Subordination, Non-Disturbance, and Attornment Agreement recorded in Official Records Book 2809, Page 10, all of the Public Records of Manatee County, Florida.

GG. Matters as set forth on the Plat of Phillips & Allen recorded in Plat Book 1, Page 308-U, of the Public Records of Manatee County, Florida.

16. The Grantor's Taxpayer Identification Number is 31-0654852.

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

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.

JONATHAN M. CASTO

_____
Signature

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, a Notary Public, by means of

☐ physical presence or
☐ online notarization

this ___ day of _____ 2026, Jonathan M. Casto, who

☐ is personally known to me or
☐ has produced _____ as identification.

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

_____ My Commission Expires: _____
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF THE TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, RECORDED IN OFFICIAL RECORD BOOK 2532, PAGE 1186 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 34 SOUTH, AND RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS DEFINED BY CERTIFIED CORNER RECORD #104022; THENCE S89°50'24"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1344.43 FEET; THENCE S00°09'36"E, A DISTANCE OF 1391.31 FEET; THENCE N89°50'24"E, A DISTANCE OF 28.04 FEET TO THE EASTERLY RIGHT OF WAY OF 6OTH AVENUE EAST PER OFFICIAL RECORD BOOK 2449, PAGE 6161, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N82°38'46"E, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 20.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N82°38'46"E, A DISTANCE OF 20.76 FEET; THENCE S17°42'57"E, A DISTANCE OF 15.48 FEET TO A NON TANGENT CURVE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 135.15 FEET, A RADIUS OF 703.00 FEET, A DELTA ANGLE OF 11°00'50", A CHORD BEARING OF S11°49'05"E AND A CHORD LENGTH OF 134.94 FEET; THENCE N72°40'29"E, A DISTANCE OF 4.99 FEET; THENCE S17°34'04"E, A DISTANCE OF 95.83 FEET TO THE NORTHERLY RIGHT OF WAY OF US 301 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 13075-2404; THENCE S75°35'17"W, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 10.89 FEET; THENCE N17°48'53"W, A DISTANCE OF 248.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2,912 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

REVISED 7/22/2023
REVISED 4/04/2024

Russell P Hyatt
Digitally signed by Russell P Hyatt
Date: 2024.05.30 14:28:22 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-11, DATED 12/11/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

SKETCH & DESCRIPTION
PARCEL S1-11
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816700359
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

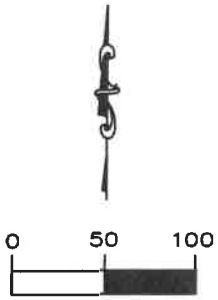
JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	6/2022	JDS	18-2238-S1_RWSL11	1 OF 2

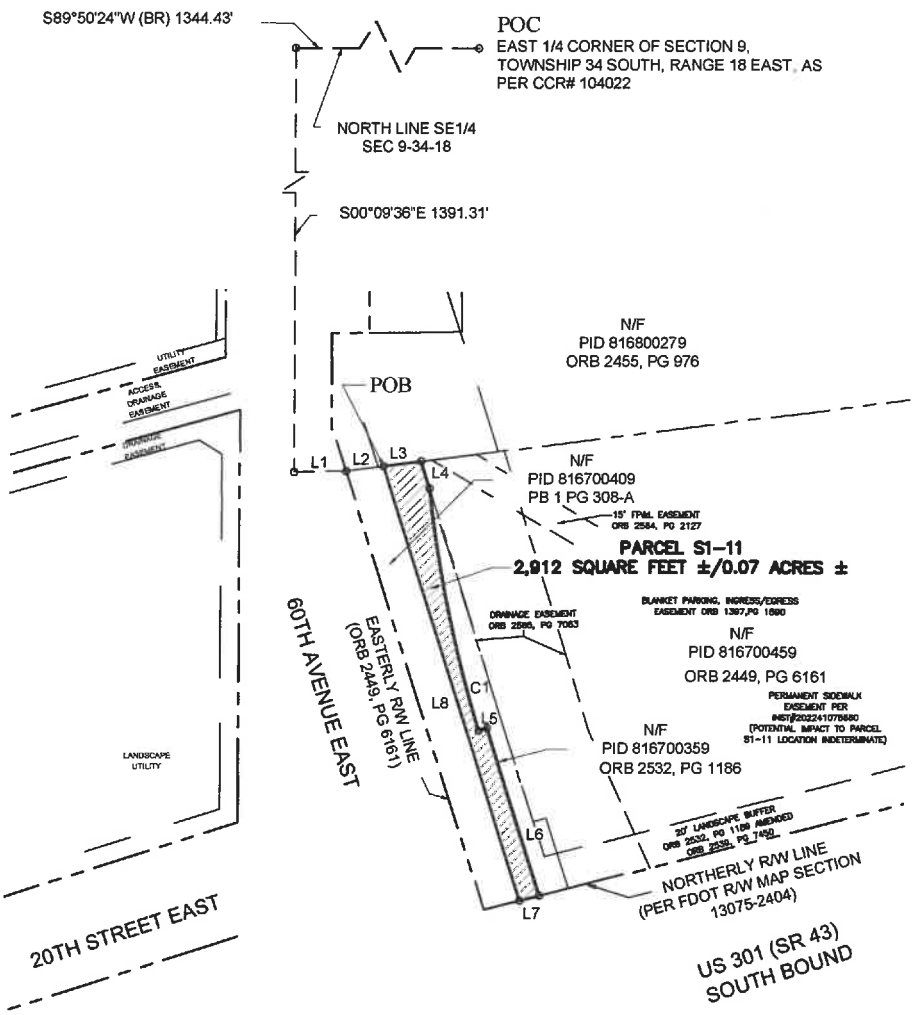
COMPOSITE EXHIBIT A

LEGEND

R/W	RIGHT OF WAY	LB	LICENSED BUSINESS (#)
ORB	OFFICIAL RECORD BOOK	ID	IDENTIFICATION
PG	PAGE	TWN	TOWNSHIP
PB	PLAT BOOK	RNG	RANGE
SF	SQUARE FEET	CCR	CERTIFIED CORNER RECORD
AC	ACRES	(BR)	BEARING REFERENCE
POB	POINT OF BEGINNING	SEC	SECTION
POC	POINT OF COMMENCEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
PID	PARCEL IDENTIFICATION	US	UNITED STATES
N/F	NOW OR FORMERLY		
±	MORE OR LESS		
(D)	DEED		
INST.#	INSTRUMENT NUMBER		

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°50'24"E	28.04'
L2	N82°38'46"E	20.34'
L3	N82°38'46"E	20.76'
L4	S17°42'57"E	15.48'
L5	N72°40'29"E	4.99'
L6	S17°34'04"E	95.83'
L7	S75°35'17"W	10.89'
L8	N17°48'53"W	248.68'





CURVE TABLE					
CURVE #	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	703.00'	135.15'	134.94'	S11°49'05"E	11°00'50"

SEE SHEET 1 OF 2 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-11
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816700359
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	6/2022	JDS	18-2238-S1_RWSL11	2 OF 2

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY ~ SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:

A PORTION OF THE TRACT LYING IN SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST, RECORDED IN OFFICIAL RECORD BOOK 2455, PAGE 976 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 34 SOUTH, AND RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS DEFINED BY CERTIFIED CORNER RECORD #104022; THENCE S89°50'24"W, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1344.43 FEET; THENCE S00°09'36"E, A DISTANCE OF 1391.31 FEET; THENCE N89°50'24"E, A DISTANCE OF 28.04 FEET TO THE EASTERLY RIGHT OF WAY OF 60TH AVENUE EAST PER OFFICIAL RECORD BOOK 2449, PAGE 6161 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N82°38'46"E, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 17.29 FEET TO THE POINT OF BEGINNING; THENCE N17°48'53"W, A DISTANCE OF 25.50 FEET; THENCE N00°10'08"W, A DISTANCE OF 49.12 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF 60TH AVENUE PER OFFICIAL RECORD BOOK 2455, PAGE 976, OFFICIAL RECORD BOOK 1990, PAGE 3355, PER OFFICIAL RECORD BOOK 2445, PAGE 976 AND OFFICIAL RECORD BOOK 1990, PAGE. 3355, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°23'01"E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 3.00 FEET; THENCE N00°10'08"W, ALONG SAID RIGHT OF WAY, A DISTANCE OF 657.62 FEET; THENCE N00°31'09"E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 330.23 FEET; THENCE N89°18'46"E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 180.13 FEET TO THE SOUTHWEST CORNER OF TRACT 605, BOUGAINVILLEA PLACE, AS RECORDED IN PLAT BOOK 50, PAGE 1, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°18'46"E, LEAVING SAID RIGHT OF WAY AND ALONG SAID SOUTH LINE, A DISTANCE OF 137.33 FEET; THENCE S02°09'48"W, A DISTANCE OF 233.50 FEET; THENCE S00°03'47"E, A DISTANCE OF 122.71 FEET; THENCE S89°56'13"W, A DISTANCE OF 217.83 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 102.03 FEET, A RADIUS OF 65.00 FEET, A DELTA ANGLE OF 89°56'10", A CHORD BEARING OF S44°58'07"W AND A CHORD LENGTH OF 91.87 FEET; THENCE S00°03'47"E, A DISTANCE OF 55.86 FEET; THENCE S00°03'47"E, A DISTANCE OF 100.00 FEET; THENCE S00°04'56"E, A DISTANCE OF 100.00 FEET; THENCE S01°45'20"E, A DISTANCE OF 34.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 61.61 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 88°14'40", A CHORD BEARING OF S45°52'40"E AND A CHORD LENGTH OF 55.70 FEET; THENCE N90°00'00"E, A DISTANCE OF 7.84 FEET; THENCE S00°00'00"E, A DISTANCE OF 49.53 FEET; THENCE N90°00'00"W, A DISTANCE OF 8.41 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 62.83 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S45°00'00"W AND A CHORD LENGTH OF 56.57 FEET; THENCE S00°03'47"E, A DISTANCE OF 160.20 FEET; THENCE S03°16'51"E, A DISTANCE OF 27.54 FEET; THENCE S03°41'17"E, A DISTANCE OF 33.88 FEET; THENCE S82°38'46"W, A DISTANCE OF 27.05 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 135,273 SQUARE FEET OR 3.11 ACRES MORE OR LESS.

REVISED 7/22/2023
REVISED 4/04/2024

Russell P Hyatt

Digitally signed by Russell P Hyatt
Date: 2024.05.30 14:29:34 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

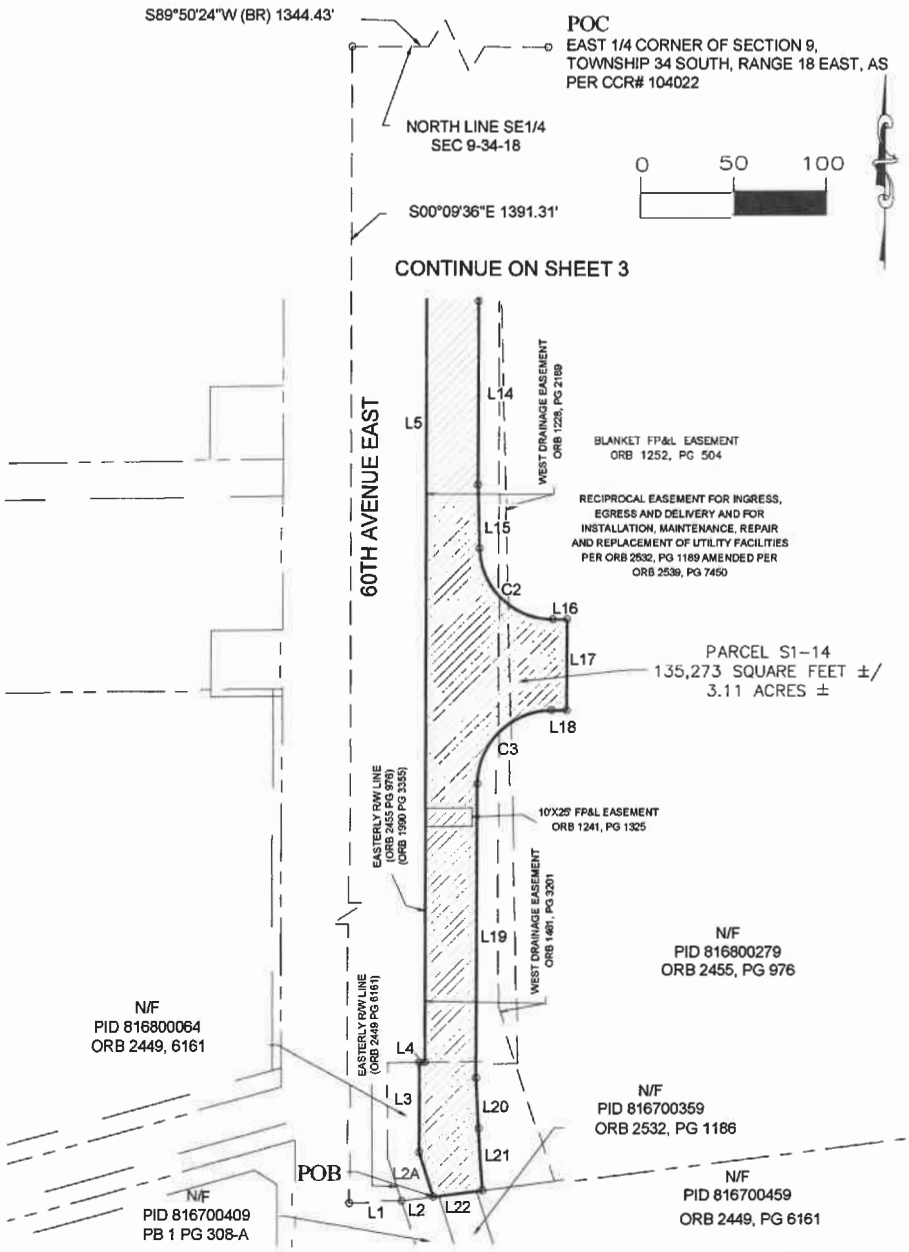
1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE NAD 1983/2011 ADJUSTMENT).
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST BEING S89°50'24"W.
4. A TITLE SEARCH REPORT (#31916-14, DATED 11/03/22) WAS SUPPLIED BY AMERICAN GOVERNMENT SERVICES CORPORATION.
5. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

SKETCH & DESCRIPTION
PARCEL S1-14
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	JDS	18-2238-S1_RWSL14	1 OF 3

COMPOSITE EXHIBIT A



LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	MORE OR LESS
(D)	DEED
INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°50'24"E	28.04'
L2	N82°38'46"E	17.29'
L2A	N17°48'53"W	25.50'
L3	N00°10'08"W	49.12'
L4	N89°23'01"E	3.00'
L5	N00°10'08"W	657.62'
L14	S00°04'56"E	100.00'
L15	S01°45'20"E	34.67'
L16	N90°00'00"E	7.84'
L17	S00°00'00"E	49.53'
L18	N90°00'00"W	8.41'
L19	S00°03'47"E	160.20'
L20	S03°16'51"E	27.54'
L21	S03°41'17"E	33.88'
L22	S82°38'46"W	27.05'

CURVE TABLE					
CURVE #	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C2	40.00'	61.61'	55.70'	S45°52'40"E	88°14'40"
C3	40.00'	62.83'	56.57'	S45°00'00"W	90°00'00"

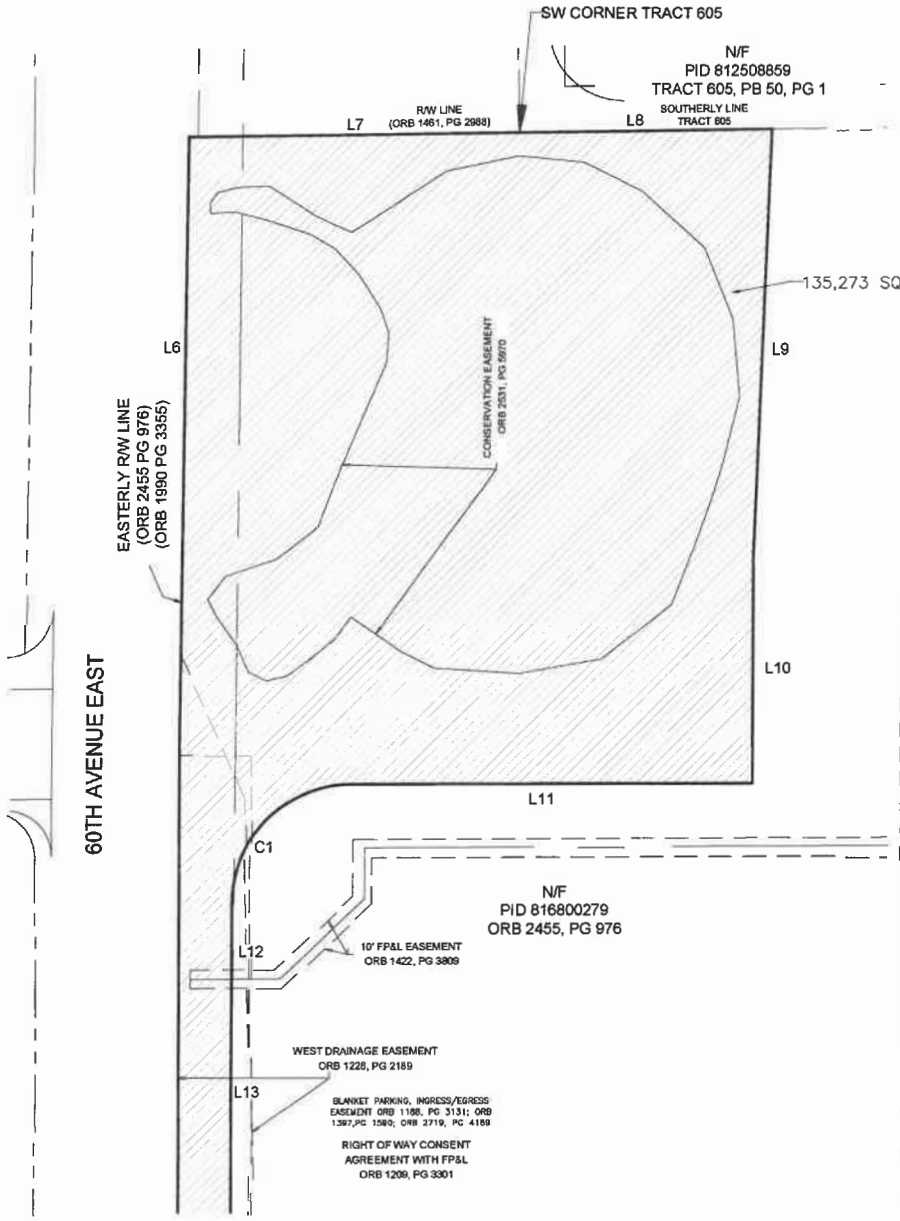
SEE SHEET 1 OF 3 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No.: 7203
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693 Fax: (941) 744-1643

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	JDS	18-2238-S1_RWSL14	2 OF 3

COMPOSITE EXHIBIT A



CONTINUE ON SHEET 2

LEGEND

R/W	RIGHT OF WAY
ORB	OFFICIAL RECORD BOOK
PG	PAGE
PB	PLAT BOOK
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
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(D)	DEED
INST.#	INSTRUMENT NUMBER
LB	LICENSED BUSINESS (#)
ID	IDENTIFICATION
TWN	TOWNSHIP
RNG	RANGE
CCR	CERTIFIED CORNER RECORD
(BR)	BEARING REFERENCE
SEC	SECTION

CURVE TABLE					
CURVE #	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	65.00'	102.03'	91.87'	S44°58'07"W	89°56'10"

LINE TABLE		
LINE #	BEARING	LENGTH
L6	N00°31'09"E	330.23'
L7	N89°18'46"E	180.13'
L8	N89°18'46"E	137.33'
L9	S02°09'48"W	233.50'
L10	S00°03'47"E	122.71'
L11	S89°56'13"W	217.83'
L12	S00°03'47"E	55.86'
L13	S00°03'47"E	100.00'

SEE SHEET 1 OF 3 FOR NOTES AND CERTIFICATION

SKETCH & DESCRIPTION
PARCEL S1-14
60th AVE @ STATE ROUTE 301 INTERSECTION
N/F PID 816800279
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
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JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
18-2238-1	SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST	1"=100'	4/2022	JDS	18-2238-S1_RWSL14	3 OF 3

EXHIBIT H

FORM OF ANTI-HUMAN TRAFFICKING AFFIDAVIT

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Sarah B. Hatcher, who was sworn and says that the following information is true and correct:

1. I am the Vice President of Great Eastern Corporation, an Ohio corporation, the Manager of North River Village GEC, LLC, an Ohio limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.

2. I am over eighteen years of age, and the following information is given from my own personal knowledge.

3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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

Sarah B. Hatcher

_____
Signature

STATE OF OHIO
COUNTY OF FRANKLIN

Sworn to (or affirmed) and subscribed before me by means of
☑ physical presence or
☐ online notarization
this 12th day of October, 2026, by Sarah B. Hatcher, 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: N/A

NOTARIAL SEAL STATE OF OHIO

RACHEL STINE
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

RIGHT OF ENTRY AGREEMENT

PROJECT NAME:	60TH AVENUE PROJECT – SEGMENT 1
PROJECT PARCEL NO.	S1-11, S1-14, S1-14A, S1-14B, S1-14C
OWNER:	NORTH RIVER VILLAGE GEC, LLC
PROPERTY ADDRESS:	6100 U.S 301 North, Ellenton, FL 34222
MANATEE CO. PARCEL NO:	816800279

THIS RIGHT OF ENTRY AGREEMENT (the "Right of Entry Agreement") is made and entered into on the date of the last signature appearing below, by and between **NORTH RIVER VILLAGE GEC, LLC**, an Ohio limited liability company, hereinafter called the "Owner" and **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter called the "County."

W I T N E S S E T H:

WHEREAS, there are certain areas affected by the above referenced project, which are within the Owner's remaining lands (the "Remainder Property");

WHEREAS, it is hereby determined to be in the best interest of the Owner that the County shall have access to the Owner's Remainder Property for the purpose of constructing the Cure Construction Plans as described and defined in that certain Agreement between the Owner and the County dated _____ which is incorporated herein (the "Work"); and

NOW, THEREFORE, in consideration of the above stated premises, the Owner and the County hereby agree that the County and/or its duly authorized representatives shall have the non-exclusive right to enter upon the Remainder Property for the purposes of facilitating the Work associated with the implementation of the Cure Construction Plans. Provided, and to the extent permitted by Florida law:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The Owner, by this instrument, hereby grants to the County and its agents or assigns a non-exclusive right of entry to enter upon the Remainder Property for the purpose of performing the Work on the Cure Construction Plans.
3. The County will ensure that the insurance requirements placed upon non-County employees completing the Work will cover the Work performed under the Cure Constructions Plans. The Owner shall be named as an additional insured party on

each insurance certificate. Certificates of insurance shall be provided to Owner prior to commencement of the Work. Without waiving the rights, privileges and immunities afforded to the County by Section 768.28, Florida Statutes, the County shall indemnify and hold harmless the Owner from all loss, damage, claims, suits, costs, or injury to any person or property as a result of any actions, inactions, activities, events, or otherwise, pertaining to the performance of the Work on the Remainder Property by the County, its employees, subcontractors, laborers, materialmen, suppliers and other agents.

4. If any one or more of the provisions of this Right of Entry Agreement 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 voice and shall be deemed separate from the remaining provisions of this Right of Entry Agreement, 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.
5. The Anti-Human Trafficking Affidavit signed by an officer or representative of Owner and furnished as Exhibit H to the Conveyance and Construction Agreement between Owner and the County shall also apply to the execution of this Right of Entry Agreement and shall be deemed provided by Owner to the County at execution of same.
6. This Right of Entry Agreement shall be construed and enforced pursuant to Florida law.
7. This Right of Entry Agreement will expire at the conclusion of the Work on the Cure Construction Plans and shall remain non-revocable until such Work is completed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below.

NORTH RIVER VILLAGE GEC, LLC, an Ohio limited liability company:	**MANATEE COUNTY, FLORIDA,** a political subdivision of the State of Florida:
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

Approved in Open Session 10/20/26
Manatee County
Board of County Commissioners

October 20, 2026 - Regular Meeting

Subject
Execution of Conveyance and Construction Agreement between North River Village GEC, LLC and Manatee County, for property located at 6100 US 301 North, Ellenton, Florida 34222 - Peter Morrow, Property Acquisition Division Manager - District 1

Category
CONSENT AGENDA

Briefings
None

Contact and/or Presenter Information
Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6913
Caitlyn DeLoach, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 3603

Action Requested
Motion to:
1. Approve the Conveyance and Construction Agreement between North River Village GEC, LLC and Manatee County and authorize the Chair, or in his or her absence, the Vice Chair, to execute same; and
2. Authorize the County Administrator, or his or her designee, to act as the County's agent in closing, including accepting, delivering, executing, and recording any and all documents in furtherance of closing the transaction or required pursuant to the agreement, including, but not limited to, any affidavits, deeds, and the Right of Entry Agreement.

Enabling/Regulating Authority
• Chapter 125 of the Florida Statutes, County Government
• Manatee County Comprehensive Plan

Applicable Advisory Board
N/A

Background Discussion
• Approved Capital Improvement Plan Project Number 6083160, 60th Ave E - US 301 / Outlet Mall Entrance, is a Public Works project to construct additional lanes as required from US 301 North to 29th St E with a new signalized intersection at Factory Shops Boulevard (Project).

See attached agenda update memo 10.15.26

• This Project is consistent with the long range need to reconstruct and widen 60th Avenue East as a six-lane undivided roadway with intersection improvements to include Mall Entrance/60th Avenue East and Mendoza Road/60th Avenue East with a construction transition to a two-lane undivided roadway north of the mall entrance. This project is intended to improve capacity and operation efficiency of the Ellenton Gillette Road / 69th Street East intersection.
•North River Village GEC, LLC, an Ohio limited liability company (Seller) owns the property located at 6100 US 301 North, Ellenton, Florida 34222 which is recognized as Parcel Identification Numbers 816700359 and 816800279 by the Manatee County Property Appraiser's Office.
•For the Project, Manatee County (County) needed to acquire fee simple title to Parcels S1-11 and S-14, totaling 118,604 square feet, temporary easement interest in and to Parcels S1-14A and S1-14B, totaling 9,577 square feet and a right of way easement interest in and to Parcel S1-14C, totaling 19,572 square feet.
•Public Works, GrayRobinson, P.A., (Outside Counsel) on behalf of the County Attorney's Office (CAO), Sellers, and Sellers' attorney reached an agreement in the form of a Conveyance and Construction Agreement (Agreement) for $3,776,300 for the fee simple and easement interests.
•The Agreement details that the County will acquire necessary property rights for the construction, reconstruction, installation, operation, and maintenance of roadway, drainage (including any modifications to existing detention pond), and pedestrian improvements, and the relocation and improvement of public utilities for the Project area of the Outlet Mall Entrance. Seller shall obtain the appropriate approval from the County for its multi-tenant pylon sign located at the southwest corner of the property which will be made nonconforming as a result of the construction.

Agreement Exhibits include the following:

Composite Exhibit "A" – Legal Description and Sketch of all Parcels
Composite Exhibit "B"– Cure Plan
Exhibit "B-1" – Initial Staging Area for Cure Work
Exhibit "B-2"- Insurance Requirements
Exhibit "C" – Form of Warranty Deed
Exhibit "D" – Form of Temporary Construction Easement Deed
Exhibit "E" – Form of Right of Way Easement Deed
Exhibit "F" – Form of Right of Entry Agreement
Exhibit "G" – Form of Affidavit of Ownership and Encumbrances
Exhibit "H" – Form of Anti-Human Trafficking Affidavit

•This Agreement eliminates the additional costs for litigation fees associated with the acquisition. If the above action requested is not approved by the Board, the County will be required to initiate litigation, including a potential trial, to acquire the necessary property rights for the Project. The CAO has conferred with the Director of the Public Works Department, the County Engineer, and the Property Acquisition Division Manager, who have reviewed the Agreement and recommend approval and execution.
• If any Commissioner has any questions regarding this item, we respectfully advise that they request private briefings with Public Works, Property Management, and the CAO, and that Commissioners refrain from discussing this matter publicly in anticipation of possible future litigation.

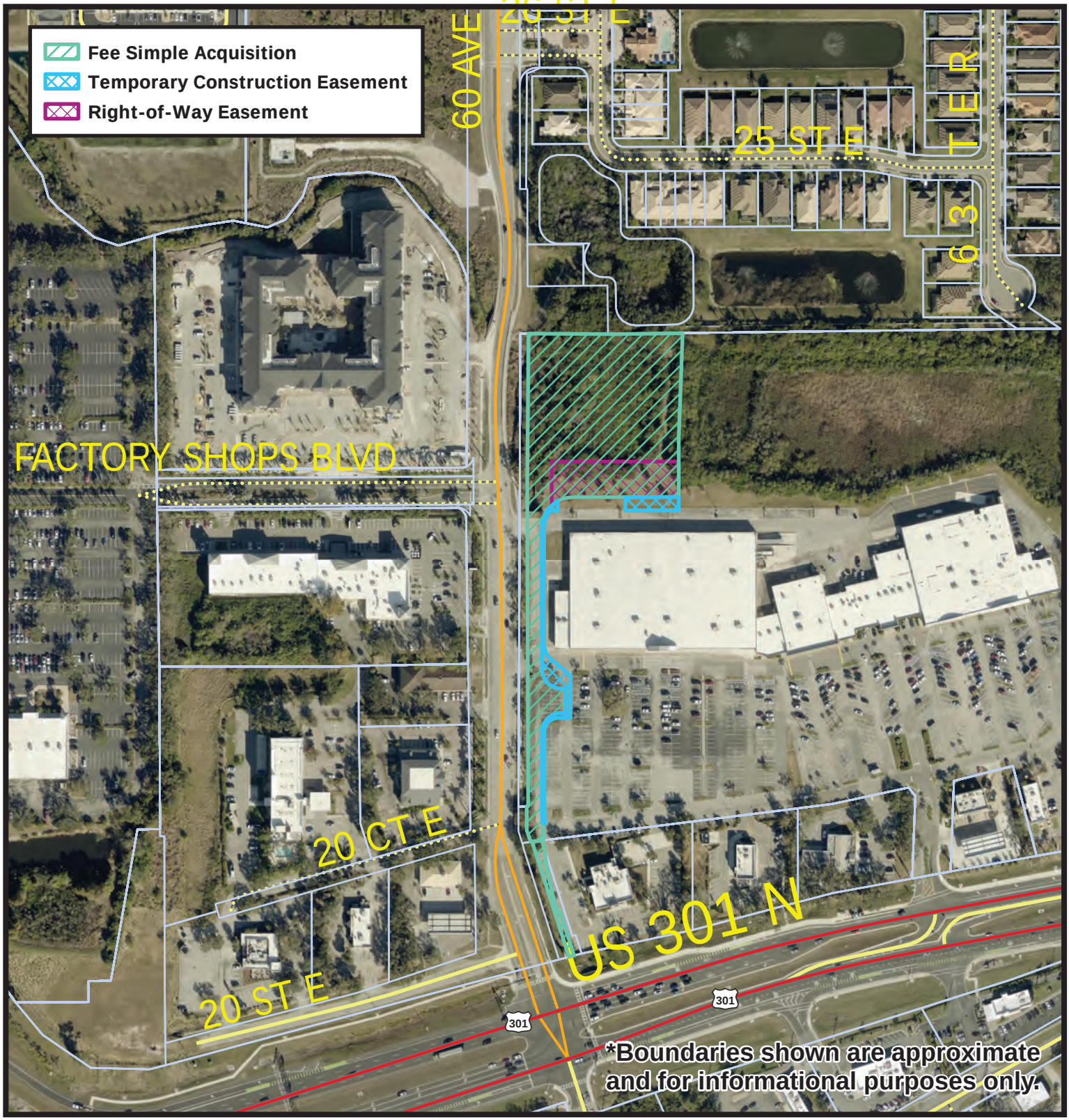
Attorney Review
Other (Requires explanation in field below) Welch
The CAO worked with Outside Counsel from GrayRobinson, P.A., Campbell McLean.

Instructions to Board Records
Please ensure that the Chairperson signs page 22 of the Conveyance and Construction Agreement.

Please email a copy of the approved agenda item and recording information to the following:
Caitlyn DeLoach at caitlyn.deloach@mymanatee.org
Mike Sturm at mike.sturm@mymanatee.org
Theresa Avery at theresa.avery@mymanatee.org
Kate Welch at kate.welch@mymanatee.org
W. Campbell McLean at campbell.mclean@gray-robinson.com
PWFiscalCIP@mymanatee.org
Johnae Norton at johnae.norton@mymanatee.org
Distributed 10/22/26, RT

Cost and Funds Source Account Number and Name
$3,776,300 /850-6083160 - 60th Ave E - US 301 / Outlet Mall Entrance

Amount and Frequency of Recurring Costs
N/A



FEE SIMPLE ACQUISITION, TEMPORARY CONSTRUCTION EASEMENT AND RIGHT-OF-WAY EASEMENT

N
W E
S

NORTH RIVER VILLAGE GEC LLC
6100 US 301 NORTH
ELLENTON, FLORIDA 34222
PID 816700359 AND 816800279

Manatee County FLORIDA

DISTRICT 1 - VACANT

October 20, 2026 - Regular Meeting

Subject
Updates to Agenda - October 15, 2026

Category
ANNOUNCEMENTS

Briefings
None

Contact and/or Presenter Information
Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested
Updates incorporated appropriately

Enabling/Regulating Authority
N/A

Applicable Advisory Board
N/A

Background Discussion
Below are agenda updates (dated 10/15/26) for the meeting of October 20, 2026:

GENERIC PUBLIC COMMENTS
- This agenda item was updated with additional comments.

CONSENT AGENDA
Community and Veterans Services
Item 20, Approval and Execution of Modification of Mortgage between Manatee County and Blue CASL 41, LLC., Tracie Adams, Community and Veterans Services Department - District 4
- This agenda item was updated with a minor revision to the Cover Sheet deleting [PD1.1] from the Background Discussion (in strikethrough/underline format).

Financial Management
Item 25, Execution of Agreement No. 26-R090658TC for Street Sweeping Services for Property Management Department, Carmine DeMilio, Property Management Deputy Director, and Jeff Bare, Property Management Contracts Manager - Countywide
- This agenda item was updated with a public comment.

Natural Resources

Item 30, Approval of Tree Trust Fund Application for Robinson Preserve NEST; and Adoption of Budget Amendment Resolution B-27-012, Michael Elswick, Resource Management Division Manager - District 3

- This agenda item was updated with Budget Amendment Resolution B-27-012.

Property Management

Item 39, Execution of Conveyance and Construction Agreement between North River Village GEC, LLC and Manatee County, for property located at 6100 US 301 North, Ellenton, Florida 34222 - Peter Morrow, Property Acquisition Division Manager - District 1

- This agenda item was updated to revise the title of an attachment from Partially Executed Agreement w New Exhibit F to Partially Executed Conveyance and Construction Agreement (the agreement was not revised).

Item 63, Execution and Recording of Easement to Florida Power and Light (FPL) for property located at 3009 Lena Road Bradenton, Florida, 34211, Peter Morrow, Property Acquisition Division Manager - District 5

- This agenda item was added to the Agenda.

Utilities

Item 50, Adoption of Resolution R-26-137, approving the Pipeline Resiliency Project Facilities Plan, Patrick Shea, Utilities Director, and Chad Butzow, Chief Utilities Engineer

- This agenda item was updated with a revision to the Cover Sheet correcting the acronym for SAHM (in strikethrough/underline format).

REGULAR

Property Management

Item 57, Execution of Contract for Sale and Purchase from the Shelley N. Chilton Trust for Bunker Hill Preserve (Environmental Lands Candidate Property previously referred to as Taylor Grade Road Property); Adoption of Budget Amendment Resolution B-27-016; and Adoption of Budget Amendment Resolution B-27-017, Kara Koenig, Environmental Lands Program Manager - District 1

- This agenda item was updated with the revised Contract for Sale and Purchase.

Item 58, License Agreement with SEMA Construction, Inc., concerning a portion of County Property located in Cortez, Florida 34215, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with public comments and finalized attachments (Location Map, SEMA Anticipated Uses and SEMA License Agreement).

REPORTS

Development Services

Item 64, Public Comment and Workflow Modernization, David Morehead, Business Services Support Manager

- This agenda item was added to the Agenda.

COMMISSIONER AGENDA ITEMSI

Items for Discussion

Item 61, County Administrator Contract

- This agenda item was updated with a public comment.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A