

THIS INSTRUMENT PREPARED BY:

Matthew Farmer, Real Property Specialist
Property Acquisition Division
On behalf of: Joy Leggett-Murphy, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

=====SPACE ABOVE THIS LINE FOR RECORDING DATA=====

DECLARATION TO RELEASE AND AMEND RESTRICTIONS

THIS DECLARATION TO RELEASE AND AMEND RESTRICTIONS is made and entered into this 2ND day of ~~February~~ April, 2018, by **SCHROEDER-MANATEE RANCH, INC.**, a Delaware corporation.

WHEREAS, SMR Golf Properties, Inc., a Florida corporation, on December 9, 1986, made and executed a Special Warranty Deed, recorded in Official Records Book 1166, Page 3575, of the Public Records of Manatee County, Florida, (hereinafter the Golf Deed) granting certain land situated in Manatee County, Florida, to Manatee County, a political subdivision of the State of Florida;

WHEREAS, Schroeder-Manatee, Inc., a Delaware corporation, on December 9, 1986, made and executed a Special Warranty Deed, recorded in Official Records Book 1166, Page 3590, of the Public Records of Manatee County, Florida, (hereinafter the Schroeder Deed) granting certain land situated in Manatee County, Florida, to Manatee County, a political subdivision of the State of Florida;

WHEREAS, the Golf Deed was subject to various restrictions for the benefit of SMR Golf Properties, Inc., and Schroeder-Manatee, Inc., and their respective successors and assigns;

WHEREAS, the Schroeder Deed was subject to various restrictions for the benefit of Schroeder-Manatee, Inc., and its respective successors and assigns;

WHEREAS, the only successor or assign of SMR Golf Properties, Inc., is Schroeder-Manatee Ranch, Inc.;

WHEREAS, the only successor or assign of Schroeder-Manatee, Inc., is Schroeder-Manatee Ranch, Inc.;

WHEREAS, Schroeder-Manatee Ranch, Inc., is desirous of releasing and amending certain restrictions contained in the Golf Deed and Schroeder Deed.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the adequacy and sufficiency and receipt of which are hereby acknowledged, Schroeder-Manatee Ranch, Inc., hereby agrees as follows:

1. The restrictions contained in the Golf Deed are hereby deleted and the following is substituted and imposed instead:

The Land shall be used only for Manatee County governmental purposes, including, but not limited to, for general recreational park purposes and for use as a landfill for municipal refuse. Grantee is expressly authorized to convey and grant easements to third parties across, in, over, under and upon the Land. The Land may continue to be used as a landfill for as long as it is physically and economically feasible to do so. No "hazardous waste", as that term is defined by 40 CFR Part 261, as amended, or by Florida Administrative Code, Chapter 62-730, as amended, may be stored at, disposed of or deposited at the Land. Grantee shall implement procedures to screen the waste material coming to the Land in order to prevent hazardous wastes from being stored at, disposed of or deposited thereat. The height of the landfill on the Land shall not exceed the lesser of:

1. One hundred feet (100 ft) above existing grade of the surrounding terrain, or
2. One hundred thirty-seven feet (137 ft) above sea level.

The landscaping and design depicted in the Landscaping Plan attached hereto as Exhibit C is not binding upon the grantee. Grantee may modify all landscaping and design to accommodate grantee's future plans for development, provided that a reasonable perimeter landscape buffer is maintained and any structures related to the landfill are screened with landscaping.

2. All other provisions of the Golf Deed which are not expressly modified by this agreement are unaffected and shall remain in full force and effect, provided those provisions of the Golf Deed are not inconsistent with the provisions of this agreement. In the event of any inconsistency between the provisions of this agreement and the provisions of the Golf Deed, this agreement shall prevail.
3. The restrictions contained in the Schroeder Deed are hereby deleted and the following is substituted and imposed instead:

The Land, as such is described on Exhibit A, shall be used only for Manatee County governmental purposes, including, but not limited to, for the storage of treated waste-water effluent, as a general recreational park, and as a buffer area to that certain landfill being conveyed by SMR Golf Properties, Inc., to grantee of even date (the "Landfill Parcel"). The Land shall not be used for (1) a landfill or (2) effluent disposal. The landscaping and design depicted in the Landscaping Plan attached hereto as Exhibit C is not binding upon the grantee. Grantee may modify all landscaping and design to accommodate grantee's future plans for development, provided that a reasonable perimeter landscape buffer is maintained and any structures related to the landfill are screened with landscaping. Notwithstanding the foregoing, grantee shall have the right to excavate borrow pits on the Buffer Parcel for the benefit of that

certain land conveyed to Manatee County by Special Warranty Deed, on December 9, 1986, and recorded in Official Records Book 1166, Page 3575, of the Public Records of Manatee County; provided, however, that such activity is effectively and attractively screened from the adjacent land owned by grantor or its transferees.

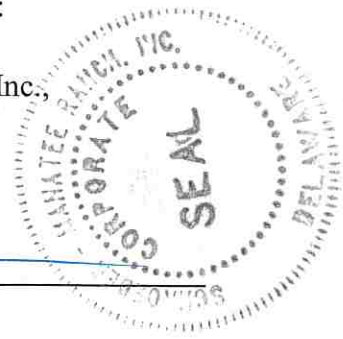
4. All other provisions of the Schroeder Deed which are not expressly modified by this agreement are unaffected and shall remain in full force and effect, provided those provisions of the Schroeder Deed are not inconsistent with the provisions of this agreement. In the event of any inconsistency between the provisions of this agreement and the provisions of the Schroeder Deed, this agreement shall prevail.

SIGNATURES AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, Schroeder-Manatee Ranch, Inc., has hereunto set its hand and seal the day and year set forth above.

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

Schroeder-Manatee Ranch, Inc.,
a Delaware corporation



[Signature]
First Witness Signature

DANIEL J. PERAKA
First Witness Printed Name

[Signature]
Second Witness Signature

Deborah S. Byerly
Second Witness Printed Name

By: [Signature]
Signature

As: PRESIDENT
Title

REX E. JENSEN
Printed Name

Affix corporate seal below:

Attest: [Signature]
Assistant Secretary Signature

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2ND day of APRIL, 2018, by [~~Name of Agent of Schroeder-Manatee Ranch, Inc.~~ REX E. JENSEN], as [~~Title of Agent of Schroeder-Manatee Ranch, Inc.~~ PRESIDENT] of Schroeder-Manatee Ranch, Inc., a Delaware corporation, on behalf of said corporation, who X is personally known to me or N/A who has produced _____ as identification.

Affix seal below:

[Signature]
Notary Public Signature

Deborah A. Cooper
Printed Name

Commission Number

Expiration Date

