

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

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



SPECIAL WARRANTY DEED

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

FEE TITLE CONVEYANCE

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

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

To have and hold the Land in fee simple forever.

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

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

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

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

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 No water shall be withdrawn from any lake that is not located entirely on the Land and is not designated by Braden River Utilities, LLC as an irrigation water storage lake.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

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

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

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

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

[Remainder of page intentionally left blank]

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

WITNESSES:

David J. Perka
Print Name: DAVID J. PERKA

Deborah S. Byerly
Print Name: Deborah S. Byerly

GRANTOR:

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

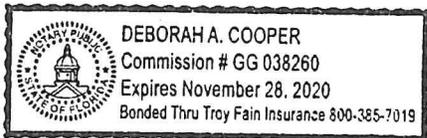
By: *Rex E. Jensen*
Name: Rex E. Jensen
As its: President

STATE OF FLORIDA)
COUNTY OF MANATEE)

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

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

[Notary Seal]



Deborah A. Cooper
Notary Public

Deborah A. Cooper
Printed Name

DEED EXHIBIT A
DESCRIPTION OF THE LAND

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

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

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

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

DEED EXHIBIT B
PERMITTED EXCEPTIONS

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

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

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

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

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

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

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

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

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

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