

This instrument was prepared by and upon recording should be returned to:

Jason E. Merritt
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (“**Easement Agreement**”) is made this 28th day of January, 2020 by **WEST VILLAGES IMPROVEMENT DISTRICT**, a local unit of special-purpose government, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (the “**Grantor**”) and the **CITY OF NORTH PORT**, a Florida municipal corporation, whose address is 4970 City Hall Boulevard, North Port, Florida 34286 (the “**Grantee**” and together with Grantor referred to herein as the “**Parties**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Sarasota County, Florida, more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference upon which certain athletic improvements including stadium, practice, training, and administrative facilities have been constructed (the “**Stadium Facility Parcel**”); and,

WHEREAS, Atlanta National League Baseball Club, LLC, a Georgia limited liability company (“**ANLBC**”) acquired rights to occupy, use, operate, and manage a facility for spring training purposes pursuant to the terms set forth in that certain Facility Operating Agreement with Sarasota County (the “**Facility Operating Agreement**”); and

WHEREAS, Grantor has constructed the Water Utility Improvements and the Sanitary Sewer Improvements, as defined, to provide utility service to the Stadium Facility Parcel and its appurtenances; and

WHEREAS, Grantee has requested that Grantor grant to Grantee (i) a utility easement over those portions of the Stadium Facility Parcel described on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Water Utility Easement Area**”) for purposes of operation and maintenance of certain potable water related improvements as more particularly described herein (the “**Water Utility Easement**”); and (ii) a utility easement over those portions of the Stadium Facility Parcel described on **Exhibit “C”** attached hereto and incorporated herein by this reference (the “**Sanitary Sewer Easement Area**” and together with the Water Utility Easement Area, the “**Easement Areas**”) for purposes of operation and maintenance of certain sanitary sewerage related improvements as more particularly described herein (the “**Sanitary Sewer Easement**” and together with the Water Utility Easement, the “**Easements**”), as further

depicted in the Boundary Survey attached as **Exhibit “D”** attached hereto and incorporated herein by this reference, and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Water Utility Easement.** Grantor hereby grants to Grantee the Water Utility Easement which shall be a perpetual, non-exclusive easement on, over, and across the Water Utility Easement Area for the purpose of constructing, installing, maintaining, operating, repairing, and replacing potable water distribution system facilities, including but not limited to water mains, pipes, valves, meters, and equipment appurtenant to such facilities that are downstream of the point of entry (collectively, the “**Water Utility Improvements**”) with the right of ingress and egress (subject to the terms, conditions and limitations set forth in this Easement Agreement) to reconstruct, improve, add to, enlarge, and remove such Water Utility Improvements and perform any other action consistent with the purpose of the Water Utility Easement in, over, and upon the Water Utility Easement Area.

3. **Grant of Sanitary Sewer Easement.** Grantor hereby grants to Grantee the Sanitary Sewer Easement which shall be a perpetual, non-exclusive easement on, over, and across the Sanitary Sewer Easement Area for the purpose of constructing, installing, maintaining, operating, repairing, and replacing sewerage collection and transmission system facilities, including but not limited to pipes, valves, gravity mains, force mains, man holes, lift station, and equipment appurtenant to such facilities that are upstream of the grease trap, including the lift station (collectively, the “**Sanitary Sewer Improvements**” and, together with the Water Utility Improvements, the “**Improvements**”) with the right of ingress and egress (subject to the terms, conditions and limitations set forth in this Easement Agreement) to reconstruct, improve, add to, enlarge, and remove such Sanitary Sewer Improvements and perform any other action consistent with the purpose of the Sanitary Sewer Easement in, over, and upon the Sanitary Sewer Easement Area.

4. **Maintenance and Damage.** Grantee acknowledges that the Stadium Facility Parcel will be utilized by ANLBC as a spring training facility and for other purposes as more particularly set forth in the Facility Operating Agreement. Accordingly, Grantee agrees that access to the Easement Areas shall be subject to the restrictions outlined at Section 5 below regarding Notice. The property owner shall be responsible for any costs incurred by Grantee to modify the legal descriptions for the Water Utility Improvements or the Sanitary Sewer Improvements, and shall grant amended easements, if the improvements are found to be located outside of the Easements as described in the attached Exhibits, and the property owner’s obligation for costs shall continue until such time as Grantee obtains a survey establishing that the improvement locations are consistent with the described Easements. Grantee shall use all due care to protect the Easement Areas and adjoining property from damage resulting from Grantee’s use of the Easement Areas.

Except as provided herein, in the event Grantee, or its employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to any of the Easement Areas or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, parking areas, fences, walks and sidewalks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind. In no event shall Grantee, its employees, agents, licensees, invitees, contractors and subcontractors use any portion of the Easement Areas for the storage of construction materials, vehicles, supplies, tools and equipment, or the erection of temporary construction buildings, storage sheds and shelters, except: (i) upon the receipt of the prior written consent of the property owner and ANLBC; (ii) in the event of an emergency repair; (iii) in the event of reconstruction; (iv) during the time that active work is ongoing (including non-business hours); or (v) in the event of other necessary work to maintain utility service (with uses pursuant to items (iii), (iv) and (v) to be subject to the Notice requirements set forth at Section 5 below).

5. Notice. Any access to the Easement Areas by Grantee or its employees, agents, contractors (or their subcontractors, employees or materialmen) for the purposes set forth herein, or representatives shall be limited in scope and duration and shall be performed in a manner which mitigates impact to the Easement Area and potential disruptions to any permitted uses or operations conducted on the Stadium Facility Parcel. No prior notification by Grantee to ANLBC and Grantor shall be required for (a) routine inspections and similar matters conducted by the Grantee (including, without limitation, the inspection of lift stations) or (b) as may be reasonably required by Grantee in order to respond to an emergency situation. Otherwise, Grantee shall provide notice to ANLBC and Grantor of its intent to exercise its rights under this easement at least twenty-four (24) hours in advance of the exercise of its easement rights so that Grantor, Grantee and ANLBC, each acting reasonably, can coordinate the contemplated access to the Easement Areas by Grantee (or its employees, agents or contractors, as applicable) in order to mitigate impact to the Easement Area and potential disruptions to any permitted uses or operations conducted on the Stadium Facility Parcel.

6. No Assignment. Grantee shall not voluntarily, involuntarily or by operation of law, assign, transfer, sublet, underlet, mortgage, pledge or encumber the Easement Area, without consent of Grantor.

7. Exercise of Rights. The rights and Easements created by this Easement Agreement are subject to the following additional provisions:

(a) Grantee shall maintain, repair and/or replace all of the Improvements in a sound, professional manner, taking into consideration the use of the Stadium Facility Parcel pursuant to the Facility Operating Agreement, and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for same. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any

federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor and Grantee have been advised that the Easement Area is suitable for the installation of the Improvements and that the construction of the Improvements has been completed with all the required permits and in compliance with all applicable local, state, and federal laws and regulations. Grantee acknowledges that there are or may be existing facilities located within the Easement Areas. Grantee shall not interfere with or cause interruption in the day-to-day operation of all existing facilities in the Easement Area.

(c) With the exception of those components of the Improvements which as result of their nature or function are typically or required to be placed or constructed above ground (by way of example, but not limitation, lift station components, meters, backflow devices, and fire hydrants) the Improvements shall be constructed at or below the surface of the surrounding Easement Area and none of the Improvements shall be located above the surface of the surrounding Easement Area absent the consent of Grantor which may be granted or withheld in Grantor's sole discretion.

(d) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any temporary structures or other improvements that do not materially interfere with the use or enjoyment of the Easements granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Areas, or allow the use of the Easement Areas by others, in common with Grantee and its successors, or (iii) allow Grantor or any of its agents or employees the right to enter upon the Easement Area at any time to examine same for any purpose whatsoever. Any contemplated permanent structures or improvements which could foreseeably interfere materially with the use or enjoyment of the Easements shall be subject to the prior written consent of Grantee, which consent shall not be unreasonably withheld, delayed or conditioned.

8. Relocation of Easements. Grantor may cause Grantee to relocate, alter or modify, the location of all or any portion of the Improvements to another location either within or outside of the Easement Areas, from time to time, at Grantor's sole cost and expense, where such relocation, alteration or modification is necessary for the maintenance, improvement, extension, or expansion, of the Stadium Facility Parcel or any improvements thereon. In any such case, Grantor shall provide to Grantee at no cost a mutually acceptable new easement area to which Grantee may relocate its Improvements (with any such relocation to be subject to the prior written approval of ANLBC), and an amendment to this Easement Agreement or a new easement, in mutually acceptable form, shall be a pre-condition to such relocation. Grantee (at Grantor's cost, subject, however, to Grantor's prior approval of an estimate of such cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Easement Agreement and the relocation, alteration, or modification of the Easement Area or the Improvements, in whole or in part

9. Default. A default by Grantor or Grantee under this Easement Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

10. Disputes Resolution, Controlling Law and Venue. In the event of a dispute or claim arising out of this Easement Agreement, the Parties agree first to try in good faith to settle the dispute by direct discussion. This Easement Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida. If this is unsuccessful, the Parties may enter into mediation in Sarasota County, Florida, with the Parties sharing equally in the cost of such mediation. In the event mediation, if attempted, is unsuccessful in resolving the dispute, the Parties may proceed to litigation as set forth below. As the Stadium Facility Parcel is now owned by Grantor and is anticipated to be owned by Sarasota County, the foregoing process shall substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes. Any dispute, action or proceeding arising out of or related to this Easement Agreement will be exclusively commenced in the state courts of Sarasota County, Florida. Each Party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on *forum non conveniens*. The Parties hereby waive all rights to trial by jury for any litigation concerning this Easement Agreement. Unless otherwise agreed in writing, Grantee shall be required to continue its obligations under this Easement Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

11. Severability. The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

12. Binding Effect. The easements, rights, benefits, and obligations set forth herein shall create servitudes running with the land, and shall bind and inure to the benefit of Grantor (and subsequent owners of the Stadium Facility Parcel) and Grantee, and their respective heirs, devisees, legal representatives, and successors. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

13. Counterparts. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Grantee caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

Signed, sealed and delivered in the presence of:

“GRANTOR”

WEST VILLAGES IMPROVEMENT DISTRICT, a local unit of special purpose government

Witnesses:

By: Steven C. Lewis

Printed Name: Steven C. Lewis

By: Ethoen Julia

Printed Name: Ethoen Julia

By: [Signature]
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 23rd day of January, 2020, by John E. Luczynski as Board of Supervisors Chairperson of, and on behalf of, the West Villages Improvement District, a local unit of special purpose government, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Michele Y. Lambdin
Signature of Notary Public

Michele Y. Lambdin
Name of Notary Public
(Typed, Printed or Stamped)

(SEAL)



“GRANTEE”

CITY OF NORTH PORT, a Florida municipal corporation

By: _____
Debbie McDowell
Mayor

ATTEST

Heather Taylor, CMC
Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
City Attorney

CONSENT TO EASEMENT

Atlanta National League Baseball Club, LLC, a Georgia limited liability company, with respect to its rights and responsibilities relative to the Stadium Facility Parcel, hereby consents to the Grantor granting of the easements to Grantee as expressed herein.

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC, a Georgia limited liability company

By: [Signature]
Name: JAMES W MOORE JR
Title: Executive Vice President

Witnesses:

By: [Signature]
Printed Name: Kara Zolner

By: [Signature]
Printed Name: Jonathan Smith

STATE OF Georgia)
COUNTY OF Cobb)

The foregoing instrument was acknowledged before me this 24th day of January, 2020, by James W Moore Jr, as Executive Vice President of Atlanta National League Baseball Club, LLC, a Georgia limited liability company, for and on behalf of said entity. He [] is personally known to me or [] produced _____ as identification.

(SEAL)

[Signature]
Signature of Notary Public
Christina Huff
Name of Notary Public
(Typed, Printed or Stamped)

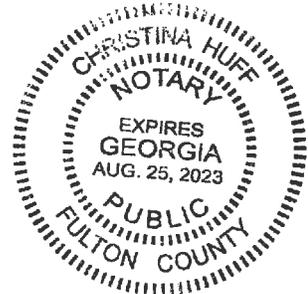


Exhibit A
Legal Description of Stadium Facility Parcel

A tract of land lying in Sections 4 & 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

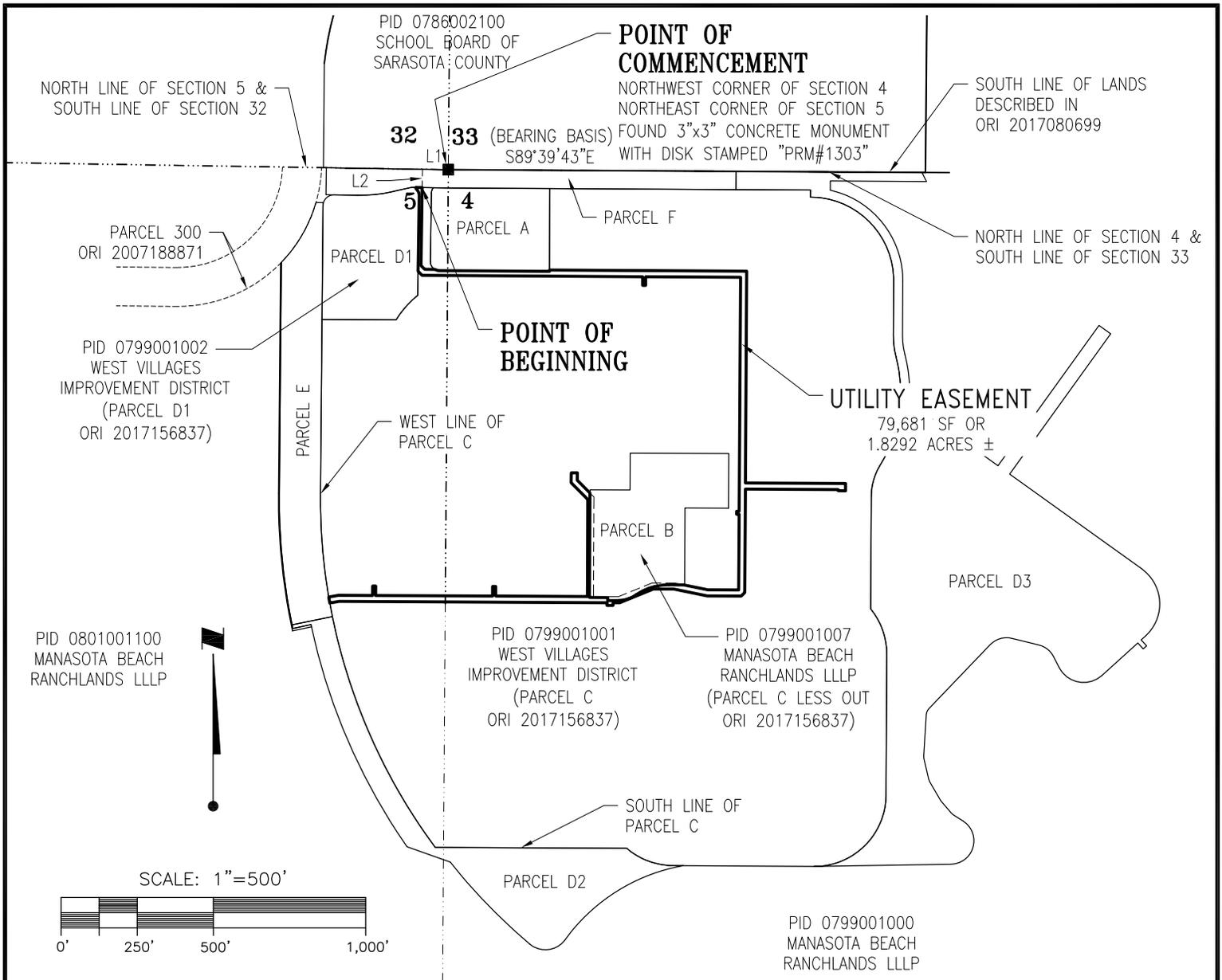
COMMENCE at the northwest corner of Section 4; thence S.89°39'43"E, along the north line of said Section 4 and the south line of lands described in Official Record Instrument Number 2017080699 of the Public Records of Sarasota County, Florida, a distance of 333.88 feet; thence S.00°20'17"W., a distance of 60.00 feet to the POINT OF BEGINNING; thence S.89°39'43"E., a distance of 855.44 feet; thence S.00°20'17"W., a distance of 22.99 feet to the point of curvature of a non-tangent curve to the right, having a radius of 275.00 feet and a central angle of 90°00'00"; thence southeasterly along the arc of said curve, a distance of 431.97 feet, said curve having a chord bearing and distance of S.44°39'43"E., 388.91 feet, to the point of tangency of said curve; thence S.00°20'17"W., a distance of 179.10 feet to the point of curvature of a curve to the left having a radius of 270.00 feet and a central angle of 14°56'30"; thence southerly along the arc of said curve, a distance of 70.41 feet to the point of reverse curvature of a curve to the right having a radius of 462.00 feet and a central angle of 46°05'49"; thence southerly along the arc of said curve, a distance of 371.70 feet to the point of reverse curvature of a curve to the left having a radius of 190.00 feet and a central angle of 31°09'19"; thence southerly along the arc of said curve, a distance of 103.32 feet to the point of tangency of said curve; thence S.00°20'17"W., a distance of 372.35 feet to the point of curvature of a non-tangent curve to the right, having a radius of 235.20 feet and a central angle of 39°36'15"; thence southerly along the arc of said curve, a distance of 162.58 feet, said curve having a chord bearing and distance of S.19°27'50"E., 159.36 feet, to the point of tangency of said curve; thence S.00°20'17"W., a distance of 462.62 feet to the point of curvature of a curve to the right having a radius of 235.20 feet and a central angle of 90°00'00"; thence southwestwardly along the arc of said curve, a distance of 369.45 feet to the point of tangency of said curve; thence N.89°39'43"W., a distance of 462.62 feet to the point of curvature of a curve to the right having a radius of 235.20 feet and a central angle of 40°22'50"; thence westerly along the arc of said curve, a distance of 165.76 feet to the end of said curve; thence N.89°43'22"W. along a line non-tangent to said curve, a distance of 628.71 feet to the point of curvature of a non-tangent curve to the right, having a radius of 1,929.00 feet and a central angle of 36°55'24"; thence northerly along the arc of said curve, a distance of 1,243.11 feet, said curve having a chord bearing and distance of N.17°57'09"W., 1,221.71 feet, to the point of tangency of said curve; thence N.00°30'33"E., a distance of 573.29 feet; thence S.89°38'58"E., a distance of 243.14 feet to the point of curvature of a non-tangent curve to the right, having a radius of 318.53 feet and a central angle of 19°23'46"; thence northeasterly along the arc of said curve, a distance of 107.83 feet, said curve having a chord bearing and distance of N.41°15'50"E., 107.31 feet, to the end of said curve; thence N.00°54'31"E. along a line non-tangent to said curve, a distance of 327.06 feet to the point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 66°21'54"; thence northwesterly along the arc of said curve, a distance of 34.75 feet to the end of said curve; thence S.89°05'29"E. along a line non-tangent to said curve, a distance of 63.25 feet to the point of curvature of a non-tangent curve to the left, having a radius of 30.00 feet and a central angle of 34°31'05"; thence southerly along the arc of said curve, a distance of 18.07 feet, said curve having a chord bearing and distance of S.18°10'03"W., 17.80 feet, to the point of

tangency of said curve; thence S.00°54'31"W., a distance of 225.14 feet to the point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 90°34'13"; thence southeasterly along the arc of said curve, a distance of 47.42 feet to the point of tangency of said curve; thence S.89°39'43"E., a distance of 360.93 feet; thence N.00°20'17"E., a distance of 271.89 feet to the POINT OF BEGINNING.

LESS OUT

COMMENCE at the northwest corner of Section 4; thence S.89°39'43"E. along the north line of said Section 4 and the south line of lands described in Official Record Instrument Number 2017080699 of the Public Records of Sarasota County, Florida, a distance of 602.52 feet; thence S.00°20'17"W., a distance of 928.22 feet to the POINT OF BEGINNING; thence S.89°43'22"E., a distance of 323.69 feet; thence S.00°16'38"W., a distance of 179.45 feet; thence N.89°39'43"W., a distance of 142.91 feet; thence S.00°16'38"W., a distance of 252.94 feet; thence N.89°39'43"W., a distance of 51.13 feet to the point of curvature of a curve to the left having a radius of 190.00 feet and a central angle of 34°34'35"; thence westerly along the arc of said curve, a distance of 114.66 feet to the point of reverse curvature of a curve to the right having a radius of 110.00 feet and a central angle of 34°30'56"; thence westerly along the arc of said curve, a distance of 66.26 feet to the point of tangency of said curve; thence N.89°43'22"W., a distance of 30.68 feet; thence N.00°16'38"E., a distance of 10.00 feet; thence N.89°43'22"W., a distance of 60.00 feet; thence N.00°16'38"E., a distance of 354.00 feet; thence S.89°43'22"E., a distance of 131.22 feet; thence N.00°16'38"E., a distance of 120.99 feet to the POINT OF BEGINNING.

Exhibit B
Legal Description of Water Utility Easement Area



ABBREVIATIONS:

- ORI - OFFICIAL RECORD INSTRUMENT NUMBER
- PID - PROPERTY IDENTIFICATION NUMBER
- SF - SQUARE FEET

SEE SHEET 1 FOR OVERALL SKETCH
 SEE SHEETS 2-4 FOR DETAIL SKETCH
 SEE SHEET 5 FOR TABLES
 SEE SHEET 6 FOR LEGAL DESCRIPTION

This is NOT a Survey and Not valid without all sheets.

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SKETCH & DESCRIPTION OF
 UTILITY EASEMENT, LYING IN
 SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E.,
 SARASOTA COUNTY, FLORIDA



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #27013 • www.stantec.com
 Licensed Business Number 7866

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MATCH LINE - D
SEE SHEET 2

S89°39'43"E 647.62'

N89°39'43"W 311.35'

L36
L34
L35

PID 0799001001
WEST VILLAGES
IMPROVEMENT DISTRICT
(PARCEL C
ORI 2017156837)

UTILITY
EASEMENT
79,681 SF OR
1.8292 ACRES±

PARCEL B

PID 0799001007
MANASOTA BEACH
RANCHLANDS LLLP
(PARCEL C LESS OUT
ORI 2017156837)

N00°20'17"E 769.04'

S00°20'17"W 696.22'

MATCH LINE - C
SEE SHEET 4

MATCH LINE - B
SEE SHEET 4

S89°44'00"E 328.61'

N89°44'00"W 304.65'

L6
L8
L7

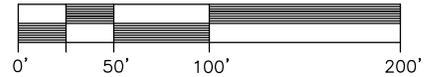
SEE SHEET 1 FOR OVERALL SKETCH
SEE SHEETS 2-4 FOR DETAIL SKETCH
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SCALE: 1"=100'



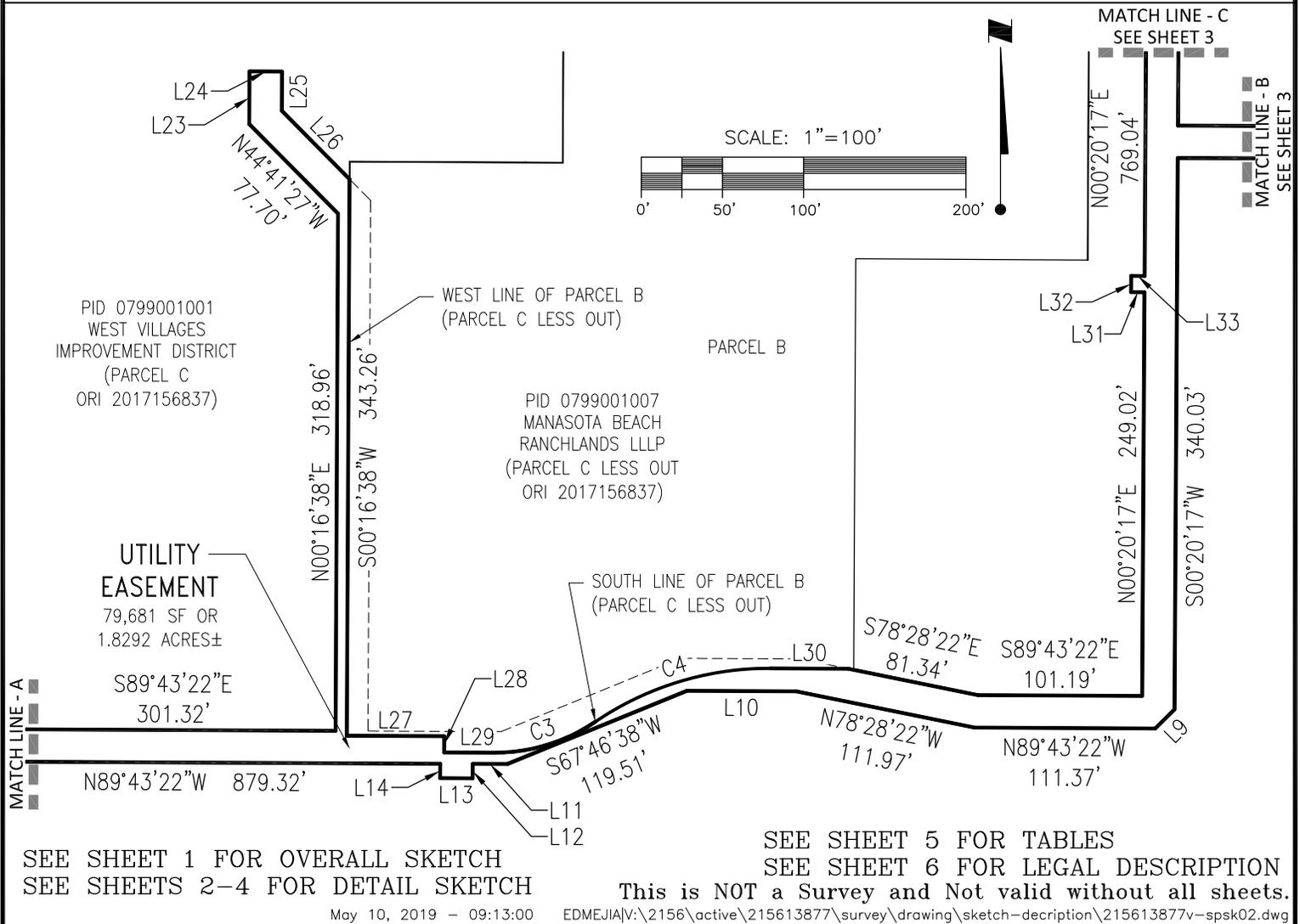
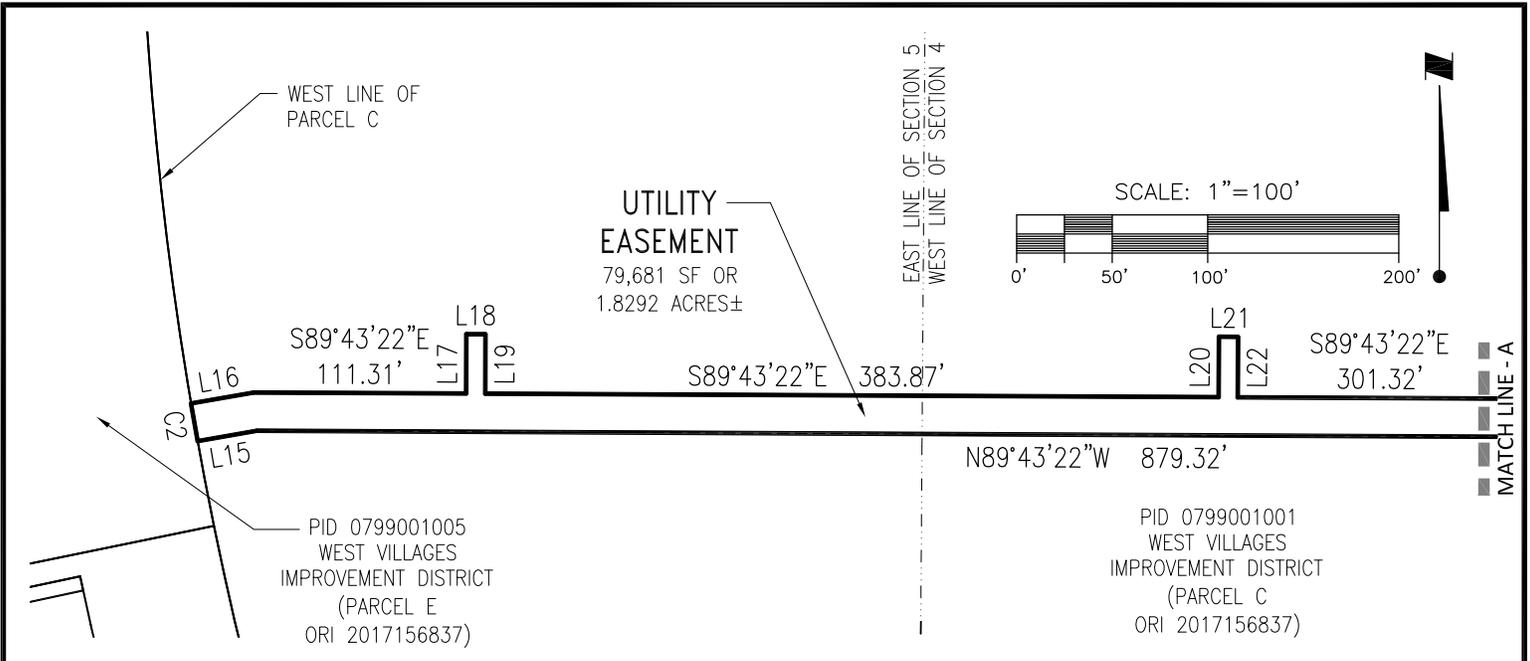
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UTILITY EASEMENT, LYING IN
SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E.,
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SKETCH & DESCRIPTION OF UTILITY EASEMENT, LYING IN SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E., SARASOTA COUNTY, FLORIDA					<p>6900 Professional Parkway East, Sarasota, FL 34240-8414 Phone 941-907-6900 • Fax 941-907-6910 Certificate of Authorization #27013 • www.stantec.com Licensed Business Number 7866</p>			
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°05'29"W	84.71'
L2	S00°54'31"W	60.00'
L3	S44°39'43"E	17.24'
L4	S89°39'43"E	33.65'
L5	N00°20'17"E	4.00'
L6	S00°16'00"W	24.10'
L7	N89°44'00"W	23.99'
L8	N00°16'00"E	4.10'
L9	S45°16'38"W	16.66'
L10	N89°43'22"W	67.44'
L11	N89°43'22"W	21.29'
L12	S00°16'38"W	8.86'
L13	N89°43'22"W	20.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L14	N00°16'38"E	8.86'
L15	S80°05'11"W	31.33'
L16	N80°05'11"E	33.11'
L17	N00°16'38"E	31.13'
L18	S89°43'22"E	10.00'
L19	S00°16'38"W	31.13'
L20	N00°16'38"E	31.66'
L21	S89°43'22"E	10.00'
L22	S00°16'38"W	31.66'
L23	N00°16'38"E	32.40'
L24	S89°43'22"E	20.00'
L25	S00°16'38"W	24.12'
L26	S44°41'27"E	59.30'

LINE TABLE		
LINE	BEARING	DISTANCE
L27	S89°43'22"E	60.00'
L28	S00°16'38"W	10.00'
L29	S89°43'22"E	30.68'
L30	S89°39'43"E	47.91'
L31	N89°39'43"W	8.30'
L32	N00°20'17"E	10.00'
L33	S89°39'43"E	8.30'
L34	S00°20'17"W	28.46'
L35	N89°39'43"W	10.00'
L36	N00°20'17"E	28.46'
L37	N44°39'43"W	18.99'
L38	N00°54'31"E	4.54'
L39	S89°05'29"E	20.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	30.00'	29°55'35"	15.67'	15.49'	S74°41'55"E
C2	1,929.00'	0°35'39"	20.00'	20.00'	N09°54'49"W
C3	110.00'	34°30'56"	66.26'	65.27'	N73°01'10"E
C4	190.00'	34°34'35"	114.66'	112.93'	N73°03'00"E
C5	30.00'	49°52'36"	26.12'	25.30'	N24°01'48"W

SEE SHEET 1 FOR OVERALL SKETCH
 SEE SHEETS 2-4 FOR DETAIL SKETCH
 SEE SHEET 5 FOR TABLES
 SEE SHEET 6 FOR LEGAL DESCRIPTION

This is NOT a Survey and Not valid without all sheets.

May 10, 2019 - 09:13:00 EDMEDIA\2156\active\215613877\survey\drawing\sketch-description\215613877v-spsk02.dwg

SKETCH & DESCRIPTION OF
 UTILITY EASEMENT, LYING IN
 SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E.,
 SARASOTA COUNTY, FLORIDA



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TASK CODE: 310	DRAWN BY: EDM	CHKED BY: JAK	CAD FILE: 215613877v-spsk02	PROJECT NO: 215613877	SHEET 5 OF 6	DRAWING INDEX NO: A215613877v-spsk02	REV:
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DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 4 and 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of Section 4 and northeast corner of Section 5; thence N.89°05'29"W. along the north line of said Section 5 and along the north line of Parcel F as recorded in Official Records Instrument Number 2017156837 of the Public Records of Sarasota County, Florida, a distance of 84.71 feet; thence S.00°54'31"W., a distance of 60.00 feet to a point on the south line of said Parcel F and the north line of Parcel C as recorded in Official Records Instrument Number 2017156837 of said Public Records, for the POINT OF BEGINNING; thence continue S.00°54'31"W., a distance of 256.55 feet; thence S.44°39'43"E., a distance of 17.24 feet; thence S.89°39'43"E., a distance of 33.65 feet to the north line of Parcel C and south line of Parcel A, also being the point of curvature of a non-tangent curve to the left, having a radius of 30.00 feet and a central angle of 29°55'35"; the following three (3) calls are along the north line of Parcel C and along the south line of Parcel A and east line of Parcel A: (1) thence Easterly along the arc of said curve, a distance of 15.67 feet, said curve having a chord bearing and distance of S.74°41'55"E., 15.49 feet, to the point of tangency of said curve; (2) thence S.89°39'43"E., a distance of 360.93 feet; (3) thence N.00°20'17"E., a distance of 4.00 feet; thence S.89°39'43"E., a distance of 647.62 feet; thence S.00°20'17"W., a distance of 696.22 feet; thence S.89°44'00"E., a distance of 328.61 feet; thence S.00°16'00"W., a distance of 24.10 feet; thence N.89°44'00"W., a distance of 23.99 feet; thence N.00°16'00"E., a distance of 4.10 feet; thence N.89°44'00"W., a distance of 304.65 feet; thence S.00°20'17"W., a distance of 340.03 feet; thence S.45°16'38"W., a distance of 16.66 feet; thence N.89°43'22"W., a distance of 111.37 feet; thence N.78°28'22"W., a distance of 111.97 feet; thence N.89°43'22"W., a distance of 67.44 feet; thence S.67°46'38"W., a distance of 119.51 feet; thence N.89°43'22"W., a distance of 21.29 feet; thence S.00°16'38"W., a distance of 8.86 feet; thence N.89°43'22"W., a distance of 20.00 feet; thence N.00°16'38"E., a distance of 8.86 feet; thence N.89°43'22"W., a distance of 879.32 feet; thence S.80°05'11"W., a distance of 31.33 feet to the west line of Parcel C, also being the point of curvature of a non-tangent curve to the right, having a radius of 1,929.00 feet and a central angle of 00°35'39"; thence Northerly along the arc of said curve, a distance of 20.00 feet, said curve having a chord bearing and distance of N.09°54'49"W., 20.00 feet, to the end of said curve; thence N.80°05'11"E. along a line non-tangent to said curve, a distance of 33.11 feet; thence S.89°43'22"E., a distance of 111.31 feet; thence N.00°16'38"E., a distance of 31.13 feet; thence S.89°43'22"E., a distance of 10.00 feet; thence S.00°16'38"W., a distance of 31.13 feet; thence S.89°43'22"E., a distance of 383.87 feet; thence N.00°16'38"E., a distance of 31.66 feet; thence S.89°43'22"E., a distance of 10.00 feet; thence S.00°16'38"W., a distance of 31.66 feet; thence S.89°43'22"E., a distance of 301.32 feet; thence N.00°16'38"E., a distance of 318.96 feet; thence N.44°41'27"W., a distance of 77.70 feet; thence N.00°16'38"E., a distance of 32.40 feet; thence S.89°43'22"E., a distance of 20.00 feet; thence S.00°16'38"W., a distance of 24.12 feet; thence S.44°41'27"E., a distance of 59.30 feet to the west line of Parcel B (Parcel C Less Out, Official Records Instrument Number 2017156837); the following seven (7) calls are along the west line and south line of said Parcel B: (1) thence S.00°16'38"W., a distance of 343.26 feet; (2) thence S.89°43'22"E., a distance of 60.00 feet; (3) thence S.00°16'38"W., a distance of 10.00 feet; (4) thence S.89°43'22"E., a distance of 30.68 feet to the point of curvature of a curve to the left having a radius of 110.00 feet and a central angle of 34°30'56"; (5) thence Easterly along the arc of said curve, a distance of 66.26 feet to the point of reverse curvature of a curve to the right having a radius of 190.00 feet and a central angle of 34°34'35"; (6) thence Easterly along the arc of said curve, a distance of 114.66 feet to the point of tangency of said curve; (7) thence S.89°39'43"E., a distance of 47.91 feet; thence S.78°28'22"E., a distance of 81.34 feet; thence S.89°43'22"E., a distance of 101.19 feet; thence N.00°20'17"E., a distance of 249.02 feet; thence N.89°39'43"W., a distance of 8.30 feet; thence N.00°20'17"E., a distance of 10.00 feet; thence S.89°39'43"E., a distance of 8.30 feet; thence N.00°20'17"E., a distance of 769.04 feet; thence N.89°39'43"W., a distance of 311.35 feet; thence S.00°20'17"W., a distance of 28.46 feet; thence N.89°39'43"W., a distance of 10.00 feet; thence N.00°20'17"E., a distance of 28.46 feet; thence N.89°39'43"W., a distance of 724.10 feet; thence N.44°39'43"W., a distance of 18.99 feet to the west line of Parcel C and east line of Parcel D1; the following two (2) calls are along said west line of Parcel C and said east line of Parcel D1: (1) thence N.00°54'31"E., a distance of 247.93 feet to the point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 49°52'36"; (2) thence Northwesterly along the arc of said curve, a distance of 26.12 feet to the end of said curve; thence N.00°54'31"E., a distance of 4.54 feet to the north line of said Parcel C and south line of said Parcel F; thence S.89°05'29"E. along said north line, a distance of 20.00 feet to the POINT OF BEGINNING.

Said tract contains 79,681 square feet or 1.8292 acres, more or less.

SEE SHEET 1 FOR OVERALL SKETCH
 SEE SHEETS 2-4 FOR DETAIL SKETCH
 SEE SHEET 5 FOR TABLES
 SEE SHEET 6 FOR LEGAL DESCRIPTION

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SKETCH & DESCRIPTION OF
 UTILITY EASEMENT, LYING IN
 SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E.,
 SARASOTA COUNTY, FLORIDA

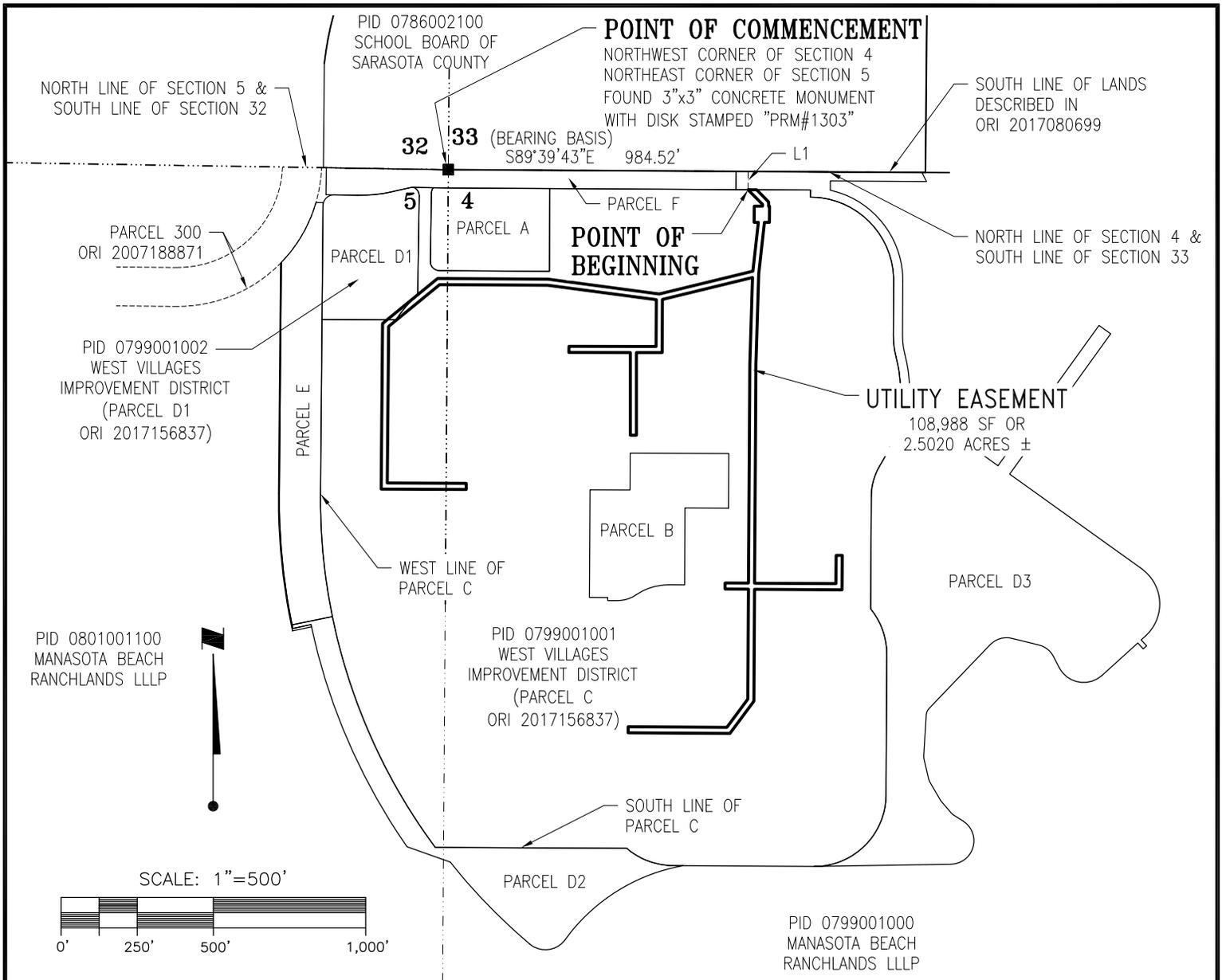


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Exhibit C
Legal Description of Sanitary Sewer Easement Area



ABBREVIATIONS:

- ORI - OFFICIAL RECORD INSTRUMENT NUMBER
- PID - PROPERTY IDENTIFICATION NUMBER
- SF - SQUARE FEET

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°20'17"W	60.00'

SEE SHEET 1 FOR OVERALL SKETCH
SEE SHEETS 2-4 FOR DETAIL SKETCH
SEE SHEET 5 FOR LEGAL DESCRIPTION

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SKETCH & DESCRIPTION OF
UTILITY EASEMENT, LYING IN
SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E.,
SARASOTA COUNTY, FLORIDA



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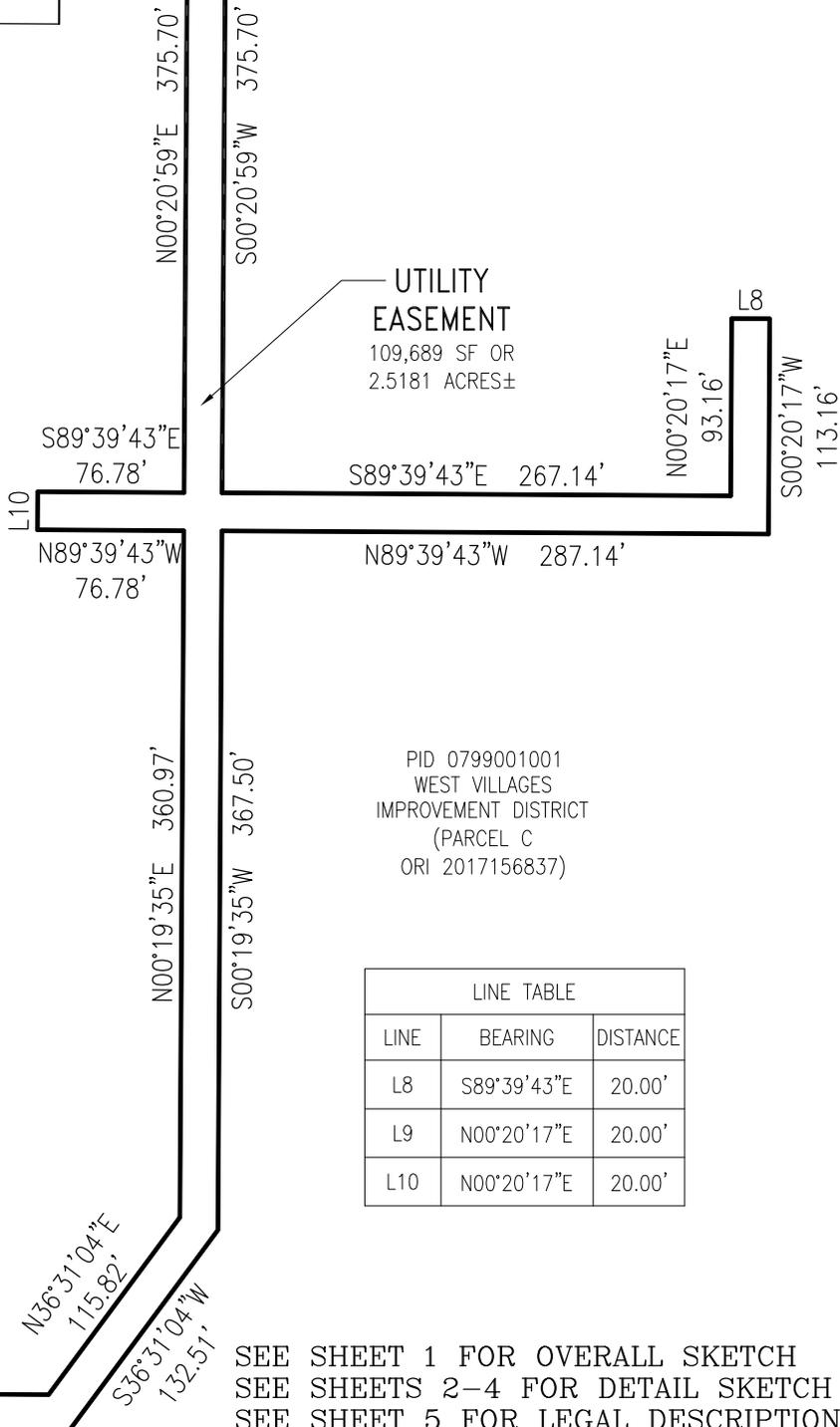
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MATCH LINE - SEE SHEET 2

PID 0799001007
 MANASOTA BEACH
 RANCLANDS LLLP
 (PARCEL C LESS OUT
 ORI 2017156837)

UTILITY
 EASEMENT
 109,689 SF OR
 2.5181 ACRES±



PID 0799001001
 WEST VILLAGES
 IMPROVEMENT DISTRICT
 (PARCEL C
 ORI 2017156837)

LINE TABLE		
LINE	BEARING	DISTANCE
L8	S89°39'43"E	20.00'
L9	N00°20'17"E	20.00'
L10	N00°20'17"E	20.00'

SEE SHEET 1 FOR OVERALL SKETCH
 SEE SHEETS 2-4 FOR DETAIL SKETCH
 SEE SHEET 5 FOR LEGAL DESCRIPTION

This is NOT a Survey and Not valid without all sheets.

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SKETCH & DESCRIPTION OF
 UTILITY EASEMENT, LYING IN
 SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E.,
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PID 0799001002
WEST VILLAGES
IMPROVEMENT DISTRICT
(PARCEL D1
ORI 2017156837)

SOUTH LINE OF
PARCEL D1

PID 0799001005
WEST VILLAGES
IMPROVEMENT DISTRICT
(PARCEL E
ORI 2017156837)

WEST LINE OF
PARCEL C

N50°40'18"E 233.41'

S50°40'18"W 216.83'

S89°39'43"E 362.86'

N89°39'43"W 354.38'

N00°29'25"E 544.15'

S00°29'25"W 514.71'

UTILITY
EASEMENT
109,689 SF OR
2.5181 ACRES±

S89°43'22"E 259.21'

N89°43'22"W 279.29'

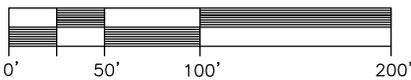
LINE TABLE		
LINE	BEARING	DISTANCE
L13	S00°16'38"W	20.00'

PID 0799001001
WEST VILLAGES
IMPROVEMENT DISTRICT
(PARCEL C
ORI 2017156837)

EAST LINE OF SECTION 5
WEST LINE OF SECTION 4

MATCH LINE - SEE SHEET 2

SCALE: 1"=100'



SEE SHEET 1 FOR OVERALL SKETCH
SEE SHEETS 2-4 FOR DETAIL SKETCH
SEE SHEET 5 FOR LEGAL DESCRIPTION

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

A tract of land lying in Section 4 and 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of Section 4 and northeast corner of Section 5; thence S.89°39'43"E. along the north line of said Section 4, a distance of 984.52 feet; thence S.00°20'17"W, a distance of 60.00 feet to a point on the north line of Parcel C as recorded in Official Records Instrument Number 2017156837 of the Public Records of Sarasota County, Florida for the POINT OF BEGINNING; thence S.89°39'43"E. along said north line, a distance of 28.21 feet; thence S.44°30'39"E., a distance of 56.13 feet; thence S.00°29'21"W., a distance of 14.04 feet; thence S.89°39'43"E., a distance of 2.86 feet; thence S.00°20'17"W., a distance of 53.17 feet; thence N.89°39'43"W., a distance of 16.26 feet; thence S.06°17'25"W., a distance of 169.97 feet; thence S.01°50'05"W., a distance of 296.43 feet; thence S.00°20'17"W., a distance of 345.19 feet; thence S.00°20'59"W., a distance of 375.70 feet; thence S.89°39'43"E., a distance of 267.14 feet; thence N.00°20'17"E., a distance of 93.16 feet; thence S.89°39'43"E., a distance of 20.00 feet; thence S.00°20'17"W., a distance of 113.16 feet; thence N.89°39'43"W., a distance of 287.14 feet; thence S.00°19'35"W., a distance of 367.50 feet; thence S.36°31'04"W., a distance of 132.51 feet; thence N.89°39'43"W., a distance of 333.98 feet; thence N.00°20'17"E., a distance of 20.00 feet; thence S.89°39'43"E., a distance of 323.82 feet; thence N.36°31'04"E., a distance of 115.82 feet; thence N.00°19'35"E., a distance of 360.97 feet; thence N.89°39'43"W., a distance of 76.78 feet; thence N.00°20'17"E., a distance of 20.00 feet; thence S.89°39'43"E., a distance of 76.78 feet; thence N.00°20'59"E., a distance of 375.70 feet; thence N.00°20'17"E., a distance of 345.45 feet; thence N.01°50'05"E., a distance of 283.91 feet; thence S.76°15'35"W., a distance of 304.60 feet; thence S.00°19'21"W., a distance of 174.56 feet; thence S.90°00'00"W., a distance of 84.56 feet; thence S.00°00'00"E., a distance of 271.59 feet; thence N.90°00'00"W., a distance of 20.00 feet; thence N.00°00'00"E., a distance of 271.61 feet; thence N.89°51'03"W., a distance of 201.44 feet; thence N.00°08'57"E., a distance of 20.00 feet; thence S.89°51'03"E., a distance of 211.40 feet; thence N.90°00'00"E., a distance of 74.66 feet; thence N.00°19'21"E., a distance of 153.67 feet; thence N.82°24'21"W., a distance of 360.03 feet; thence N.89°39'43"W., a distance of 354.38 feet; thence S.50°40'18"W., a distance of 216.83 feet; thence S.00°29'25"W., a distance of 514.71 feet; thence S.89°43'22"E., a distance of 259.21 feet; thence S.00°16'38"W., a distance of 20.00 feet; thence N.89°43'22"W., a distance of 279.29 feet; thence N.00°29'25"E., a distance of 544.15 feet; thence N.50°40'18"E., a distance of 233.41 feet; thence S.89°39'43"E., a distance of 362.86 feet; thence S.82°24'21"E., a distance of 368.21 feet; thence N.76°15'35"E., a distance of 316.69 feet; thence N.06°17'25"E., a distance of 161.28 feet; thence N.89°39'43"W., a distance of 13.63 feet; thence N.00°20'17"E., a distance of 53.17 feet; thence S.89°39'43"E., a distance of 27.14 feet; thence N.00°29'21"E., a distance of 5.81 feet; thence N.44°30'39"W., a distance of 67.74 feet to the POINT OF BEGINNING.

Said tract contains 109,689 square feet or 2.5181 acres, more or less.

NOTES:

1. Unless it bears the signature and the original raised seal of a Florida Surveyor and Mapper, this sketch, drawing, plat or map is for informational purposes only.
2. Bearings shown hereon are relative to the north line of Section 4 having a bearing of S.89°39'43"E.
3. This is a sketch only and does not represent a field survey.
4. Subject to easements of record.

BY:

Joseph A. Kelly, P.S.M. No. 7141

Date of Signature

This is NOT a Survey and Not valid without all sheets.

May 17, 2019 - 09:39:55 EDMEJIA\W:\2156\active\215613877\survey\drawing\sketch-description\215613877v-spsk01_Rev.dwg

SKETCH & DESCRIPTION OF
UTILITY EASEMENT, LYING IN
SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E.,
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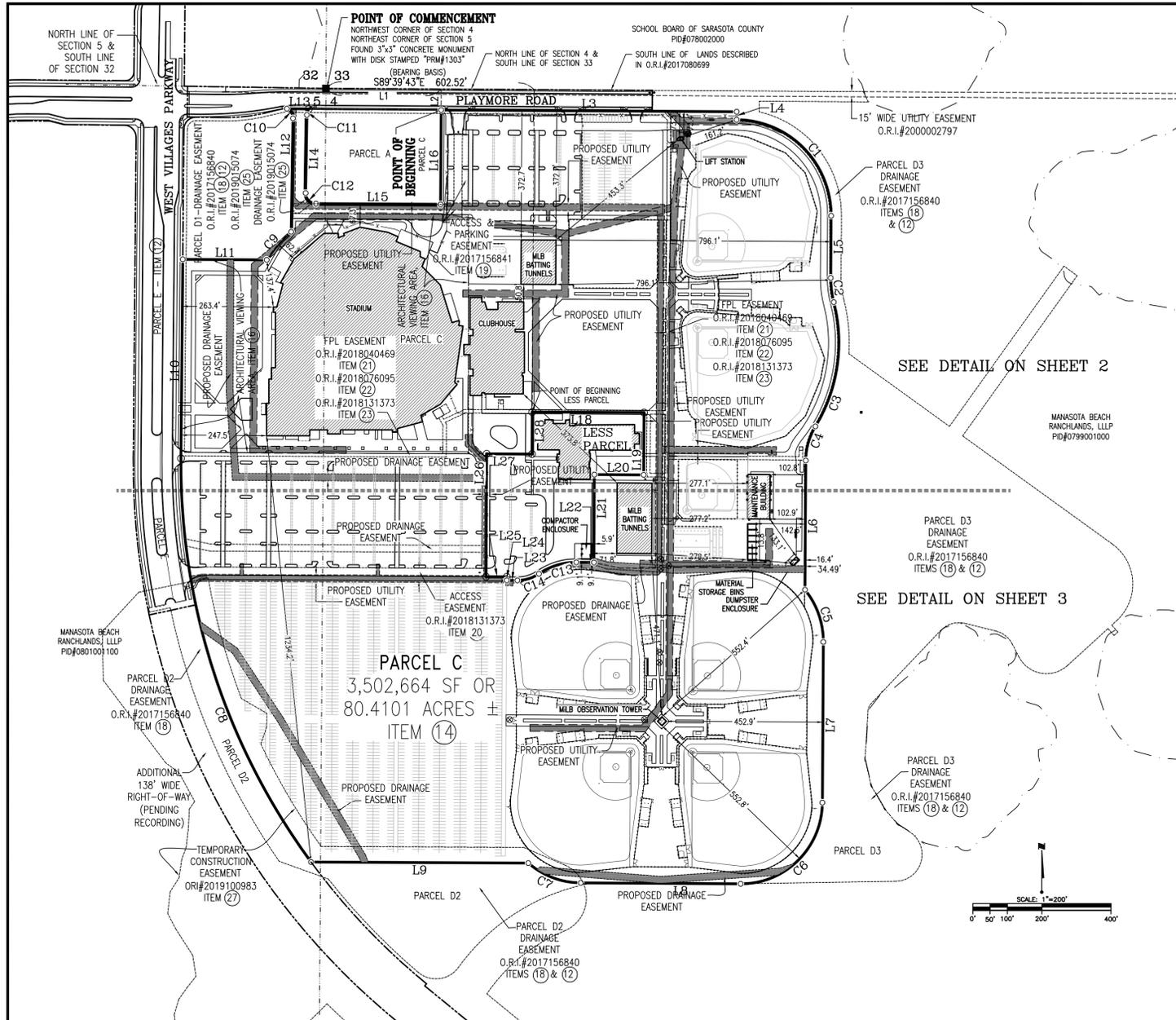


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Exhibit D
Boundary Survey



NOTES:
Bearings shown hereon are arbitrary and are based on the north line of Section 4 having a bearing of S.89°39'43"E. and do not refer to the true meridian.

Improvements such as, but not limited to, underground utilities, foundations, irrigation equipment and landscape features, etc. have not been located except as shown.

This site lies within Flood Zone "X" (Area determined to be outside of the 0.2% annual chance flood plain) as shown on the Federal Emergency Management Agency Flood Insurance Rate Map for Sarasota County, Community Panel No. 12115C0365F, revised November 4, 2016. Stantec assumes no responsibility for the accuracy of the referenced map or public data.

This survey is not intended to delineate the regular jurisdiction of any Federal, State, Regional or Local Agency, Board or Commission or other entity.

Lands shown hereon represent the real property and matters affecting the real property as described by data furnished.

Unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper this drawing, sketch, plot or map is for informational purposes only and is not valid.

This survey does not reflect or determine ownership.

Symbols shown hereon may not be drawn to scale.

Ownership of fences has not been determined.

This survey was performed for the sole and exclusive benefit of the parties listed herein and shall not be relied upon by any other entity or individual whomsoever.

Likewise, any reuse of this survey for any purpose other than which was originally intended, without the written permission of the undersigned Surveyor & Mapper, will be done so at the risk of the reusing party and without any liability to the undersigned Surveyor & Mapper.

Based on the foundation locations shown hereon and the Sketch and Description prepared by Stantec, Official Records Instrument No. 2017156837 recorded on December 21, 2017 in the Official Records of Sarasota County, Florida.

Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929 (NGVD 29) based on NGS Benchmarks T634 and M697 with published North American Vertical Datum of 1988 (NAVD 88) elevations of 8.15' and 7.16' respectively and converted to NGVD 29 elevation 9.26' and 8.27'. To convert from NAVD 88 to NGVD 29 add (+) 1.11'.

LINE TABLE			CURVE TABLE					
LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
L1	S89°39'43"E	333.88'	C1	275.00'	90°00'00"	431.97'	388.91'	S44°39'43"E
L2	S00°20'17"W	60.00'	C2	270.00'	14°56'30"	70.41'	70.21'	S07°07'58"E
L3	S89°39'43"E	855.44'	C3	462.00'	46°05'49"	371.70'	361.76'	S08°26'42"W
L4	S00°20'17"W	22.99'	C4	190.00'	31°09'19"	103.32'	102.05'	S15°54'57"W
L5	S00°20'17"W	179.10'	C5	235.20'	39°36'15"	162.58'	159.36'	S19°27'50"E
L6	S00°20'17"W	372.35'	C6	235.20'	90°00'00"	369.45'	332.62'	S45°20'17"W
L7	S00°20'17"W	462.62'	C7	235.20'	40°22'50"	165.76'	162.35'	N69°28'17"W
L8	N89°39'43"W	462.62'	C8	1,929.00'	36°55'24"	1,243.11'	1,221.71'	N17°57'09"W
L9	N89°43'22"W	628.71'	C9	318.53'	19°23'46"	107.83'	107.31'	N41°15'50"E
L10	N00°30'33"E	573.29'	C10	30.00'	66°21'54"	34.75'	32.84'	N32°16'26"W
L11	S89°38'58"E	243.14'	C11	30.00'	34°31'05"	18.07'	17.80'	S18°10'03"W
L12	N00°54'31"E	327.06'	C12	30.00'	90°34'13"	47.42'	42.64'	S44°22'36"E
L13	S89°05'29"E	63.25'	C13	190.00'	34°34'35"	114.66'	112.93'	S73°03'00"W
L14	S00°54'31"W	225.14'	C14	110.00'	34°30'56"	66.26'	65.27'	S73°01'10"W

- Matters affecting the property shown hereon were taken from Commitment for Title Insurance issued by Attorneys' Title Fund Services, LLC, Fund File Number 489304 A10, dated November 20, 2019, reference number CPWR-SROBRVCS. The following is a list of exceptions noted in Schedule B-II of said Commitment, that affect the subject property, noted as shown or not shown on this survey:
- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment. (STANDARD EXCEPTION AND NOT SHOWN ON THE SURVEY)
 - General or special taxes and assessments required to be paid in the year 2019 and subsequent years.
 - Rights or claims of parties in possession not recorded in the Public Records.
 - Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - Easements or claims of easements not recorded in the Public Records.
 - Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records. (STANDARD EXCEPTIONS AND NOT SHOWN ON THE SURVEY)
 - Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands. (STANDARD EXCEPTION AND NOT SHOWN ON THE SURVEY)
 - Taxes, liens and assessments presently due to the West Villages Improvement District, or which may become due in the future. (STANDARD EXCEPTION AND NOT SHOWN ON THE SURVEY)
 - Declaration of Covenants, Conditions, Easements and Restrictions recorded in Instrument Number 2004216589, as amended in Instrument Number 2005257191 and 2007018906 of the Public Records of Sarasota County, Florida, limited to provisions creating easements in paragraph 5.3. (GENERAL IN NATURE AND CANNOT BE SHOWN)
 - Declaration of Covenants, Conditions, Easements and Restrictions recorded in Instrument Number 2005197548 as amended under Instrument Number 200899852 of the Public Records of Sarasota County, Florida, limited to provisions creating easements in paragraph 3.3. (GENERAL IN NATURE AND CANNOT BE SHOWN)
 - Amended and Restated Utility Agreement recorded in Instrument Number 2007064870 of the Public Records of Sarasota County, Florida, which contain provisions creating easements, use restrictions, and charges in favor of the City of North Port. (GENERAL IN NATURE AND CANNOT BE SHOWN)
 - Notice of Establishment of West Villages Improvement District, Declaration of Consent to Jurisdiction, Agreement between West Villages Improvement District and Fourth Quarter Properties XXII, LLC, and other instruments pertaining to said District recorded in Instrument Numbers 2004223490, 2006023618, 2007048565, 2007086623, 2007176566, 2008050501, 2017111575, 2017111577, 2017111578, 2017111579, 2017111580, 2017111581, 2017111582, 2017111583, 2017111584, 2017111585, 2017128391, 2018000839, 2018084717, and 2018142894, of the Public Records of Sarasota County, Florida, which contain provisions creating assessments, which assessments would apply as to any owner of the land subsequent to the insured. (GENERAL IN NATURE AND CANNOT BE SHOWN)
 - General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 26, 2006; First Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated June 9, 2008; Second Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated February 23, 2009; Third Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 26, 2010; Fourth Amendment to General Principles of Agreement by and between City of North Port, Florida, West Villages Improvement District and Fourth Quarter Properties XXII, LLC, dated January 30, 2012. (GENERAL IN NATURE AND CANNOT BE SHOWN)
 - Any rights for ingress and egress to access the lands not insured herein which may otherwise be without legal access. (STANDARD EXCEPTION AND CANNOT BE SHOWN)
 - The general sovereignty land exception described in Schedule B-II, Paragraph 3, may be deleted from the resulting owner's policy, despite any exception to the contrary. (STANDARD EXCEPTION AND CANNOT BE SHOWN)
 - Restrictive Covenant recorded in Instrument Number 2017156389, Public Records of Sarasota County, Florida. (SHOWN ON SURVEY)
 - Interlocal Agreement Regarding Spring Training Stadium Financing Obligations by and between the City of North Port, Florida, a Florida municipal corporation, and West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes, and Chapter 2004-456, Laws of Florida, as amended, recorded in Instrument Number 2017106403, Public Records of Sarasota County, Florida, which provides for a private charge or assessment, and provides for a lien for liquidated damages. (GENERAL IN NATURE AND CANNOT BE SHOWN)
 - Temporary Construction and Maintenance Easement Agreement recorded in Instrument Number 2017129391, Public Records of Sarasota County, Florida. (SHOWN ON SURVEY)
 - Interlocal Agreement between Sarasota County and West Villages Improvement District recorded in Instrument Number 2017136583, Public Records of Sarasota County, Florida. (EFFECTS THIS PROPERTY, BUT CANNOT BE SHOWN)
 - Deed Restriction recorded in Instrument Number 2017156388, Public Records of Sarasota County, Florida. (ARCHITECTURAL VIEWING AREA, SHOWN ON SURVEY)
 - Option Agreement recorded in Instrument Number 2017156839, Public Records of Sarasota County, Florida. (EFFECTS THIS PROPERTY, BUT CANNOT BE SHOWN)
 - Drainage License Agreement recorded in Instrument Number 2017156840, Public Records of Sarasota County, Florida. (SHOWN ON THIS SURVEY)
 - Access and Parking Easement Agreement recorded in Instrument Number 2017156841, Public Records of Sarasota County, Florida. (SHOWN ON THIS SURVEY)
 - Access Easement Agreement recorded in Instrument Number 2017156842, Public Records of Sarasota County, Florida. (SHOWN ON THIS SURVEY)
 - Easement (Business) in favor of Florida Power & Light Company recorded in Instrument Number 2018007029, as corrected in Instrument Number 2018040469, Public Records of Sarasota County, Florida. (SHOWN ON THIS SURVEY)
 - Easement (Business) in favor of Florida Power & Light Company recorded in Instrument Number 2018076095, Public Records of Sarasota County, Florida. (SHOWN ON THIS SURVEY)
 - Easement (Business) in favor of Florida Power & Light Company recorded in Instrument Number 2018131373, Public Records of Sarasota County, Florida. (SHOWN ON THIS SURVEY)
 - Irrigation Water Supply Agreement recorded in Instrument Number 2018159052, Public Records of Sarasota County, Florida. (DOES EFFECT THE PROPERTY, BUT GENERAL IN NATURE, SO CANNOT BE SHOWN ON THIS SURVEY)
 - Drainage License Agreement recorded in Instrument Number 2019015074, Public Records of Sarasota County, Florida. (SHOWN ON THIS SURVEY)
 - Temporary Construction and Maintenance Easement Agreement recorded in Instrument Number 2019100983, Public Records of Sarasota County, Florida. (SHOWN ON SURVEY)

DESCRIPTION (as shown on the Title Commitment):

A tract of land lying in Sections 4 & 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of Section 4; thence S.89°39'43"E. along the north line of said Section 4 and the south line of lands described in Official Record Instrument Number 2017080699 of the Public Records of Sarasota County, Florida, a distance of 333.88 feet; thence S.00°20'17"W., a distance of 60.00 feet to the POINT OF BEGINNING; thence S.89°39'43"E., a distance of 855.44 feet; thence S.00°20'17"W., a distance of 22.99 feet to the point of curvature of a non-tangent curve to the right, having a radius of 275.00 feet and a central angle of 90°00'00"; thence southeasterly along the arc of said curve, a distance of 431.97 feet, said curve having a chord bearing and distance of S.44°39'43"E., 388.91 feet, to the point of tangency of said curve; thence S.00°20'17"W., a distance of 179.10 feet to the point of curvature of a curve to the left having a radius of 270.00 feet and a central angle of 14°56'30"; thence southerly along the arc of said curve, a distance of 70.41 feet to the point of reverse curvature of a curve to the right having a radius of 462.00 feet and a central angle of 46°05'49"; thence southerly along the arc of said curve, a distance of 371.70 feet to the point of reverse curvature of a curve to the left having a radius of 190.00 feet and a central angle of 31°09'19"; thence southerly along the arc of said curve, a distance of 103.32 feet to the point of tangency of said curve; thence S.00°20'17"W., a distance of 372.35 feet to the point of curvature of a non-tangent curve to the right, having a radius of 235.20 feet and a central angle of 39°36'15"; thence southerly along the arc of said curve, a distance of 162.58 feet, said curve having a chord bearing and distance of S.19°27'50"E., 159.36 feet, to the point of tangency of said curve; thence S.00°20'17"W., a distance of 462.62 feet to the point of curvature of a curve to the right having a radius of 235.20 feet and a central angle of 90°00'00"; thence southerly along the arc of said curve, a distance of 369.45 feet to the point of tangency of said curve; thence N.89°39'43"W., a distance of 462.62 feet to the point of curvature of a curve to the right having a radius of 235.20 feet and a central angle of 40°22'50"; thence westerly along the arc of said curve, a distance of 165.76 feet to the end of said curve; thence N.89°43'22"W. along a line non-tangent to said curve, a distance of 628.71 feet to the point of curvature of a non-tangent curve to the right, having a radius of 1,929.00 feet and a central angle of 36°55'24"; thence northerly along the arc of said curve, a distance of 1,243.11 feet, said curve having a chord bearing and distance of N.17°57'09"W., 1,221.71 feet, to the point of tangency of said curve; thence N.00°30'33"E., a distance of 573.29 feet; thence S.89°38'58"E., a distance of 243.14 feet to the point of curvature of a non-tangent curve to the right, having a radius of 30.00 feet and a central angle of 66°21'54"; thence northerly along the arc of said curve, a distance of 323.69 feet, said curve having a chord bearing and distance of N.17°57'09"W., 1,221.71 feet, to the point of tangency of said curve; thence S.89°05'29"E. along a line non-tangent to said curve, a distance of 63.25 feet to the point of curvature of a non-tangent curve to the left, having a radius of 30.00 feet and a central angle of 34°31'05"; thence southerly along the arc of said curve, a distance of 18.07 feet, said curve having a chord bearing and distance of S.18°10'03"W., 17.80 feet, to the point of tangency of said curve; thence S.00°54'31"W., a distance of 225.14 feet to the point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 90°34'13"; thence southeasterly along the arc of said curve, a distance of 47.42 feet to the point of tangency of said curve; thence S.89°39'43"E., a distance of 360.93 feet; thence N.00°20'17"E., a distance of 271.89 feet to the POINT OF BEGINNING.

Said tract contains 3,655,510 square feet or 83.9190 acres, more or less.

LESS OUT

COMMENCE at the northwest corner of Section 4; thence S.89°39'43"E. along the north line of said Section 4 and the south line of lands described in Official Record Instrument Number 2017080699 of the Public Records of Sarasota County, Florida, a distance of 602.52 feet; thence S.00°20'17"W., a distance of 928.22 feet to the POINT OF BEGINNING; thence S.89°43'22"E., a distance of 323.69 feet; thence S.00°16'38"W., a distance of 179.45 feet; thence N.89°39'43"W., a distance of 142.91 feet; thence S.00°16'38"W., a distance of 252.94 feet; thence N.89°39'43"W., a distance of 51.13 feet to the point of curvature of a curve to the left having a radius of 190.00 feet and a central angle of 34°34'35"; thence westerly along the arc of said curve, a distance of 114.66 feet to the point of reverse curvature of a curve to the right having a radius of 110.00 feet and a central angle of 34°30'56"; thence westerly along the arc of said curve, a distance of 66.26 feet to the point of tangency of said curve; thence N.89°43'22"W., a distance of 30.68 feet; thence N.00°16'38"E., a distance of 110.00 feet; thence N.89°43'22"W., a distance of 60.00 feet; thence N.00°16'38"E., a distance of 354.00 feet; thence S.89°43'22"E., a distance of 131.22 feet; thence N.00°16'38"E., a distance of 120.99 feet to the POINT OF BEGINNING.

Said tract contains 152,847 square feet or 3.5089 acres, more or less.

TOPOGRAPHIC SYMBOL LEGEND

○	= 4" x 4" x 2" CONCRETE MONUMENT SET "LB#7866"	⊗	= PEDESTRIAN CROSSING	⊠	= BLOW OFF
■	= FOUND CONCRETE MONUMENT (AS NOTED)	⊞	= PARKING METER	⊡	= STORM INLET
●	= FOUND IRON ROD (AS NOTED)	⊟	= TRAFFIC CONTROL BOX	⊢	= STORM MANHOLE
○	= FOUND IRON PIPE (AS NOTED)	⊠	= IRRIGATION CONTROL BOX	⊣	= SANITARY MANHOLE
○	= FOUND CAPPED IRON ROD (AS NOTED)	⊡	= SPRINKLER HEAD	⊤	= CLEAN OUT
○	= 5/8" x 18" IRON ROD SET "LB#7866"	⊢	= MONITOR WELL	⊥	= VALVE BOX
○	= FOUND CHISEL SQUARE	⊣	= MAIL BOX	⊦	= WATER RISER/HOSE BIBB
+	= NAIL FOUND (AS NOTED)	⊤	= METER POLE	⊧	= FIRE HYDRANT
○	= NAIL & DISK FOUND (AS NOTED)	⊥	= YARD DRAIN	⊨	= WELL
○	= NAIL & DISK SET "LB#7866"	⊦	= MITERED END	⊩	= METER
⊞	= RIGHT-OF-WAY PROPERTY LINE	⊧	= FLOOD LIGHT	⊪	= FIRE DEPT. CONNECTION
⊟	= EDGE OF PAVEMENT	⊨	= SIGN		
⊠	= EDGE OF WALK/CONCRETE	⊩	= TELEVISION CABLE RISER		
⊡	= CENTERLINE OF SWALE	⊪	= TELEPHONE RISER/METER		
⊢	= FENCE LINE	⊫	= TELEPHONE MANHOLE		
⊣	= TOP OF BANK LINE	⊬	= GAS RISER/METER		
⊤	= SECTION LINE	⊭	= ELECTRICAL PANEL		
⊥	= EASEMENT LINE	⊮	= ELECTRIC MANHOLE		
⊦	= CENTER LINE	⊯	= ELECTRICAL HAND HOLE		
		⊰	= ELECTRICAL TRANSFORMER PAD		
		⊱	= ELECTRIC RISER		
		⊲	= LIGHT POST		
		⊳	= TRAFFIC LIGHT POLE		
		⊴	= UTILITY POLE		
		⊵	= CONCRETE UTILITY POLE		
		⊶	= GUY ANCHOR		

We Certify To: Atlanta National League Baseball Club, LLC; Williams, Parker, Harrison, Dietz & Getzen, PLLC; Old Republic National Title Insurance Company; West Villages Improvement District (WVID) and Sarasota County, A Political Subdivision:

that a MAP OF SURVEY of Atlanta Braves Spring Training Facility as described hereon, located in Sections 4 and 5, Township 40 South, Range 20 East Sarasota County, Florida, was completed under our direction on June 13, 2019.

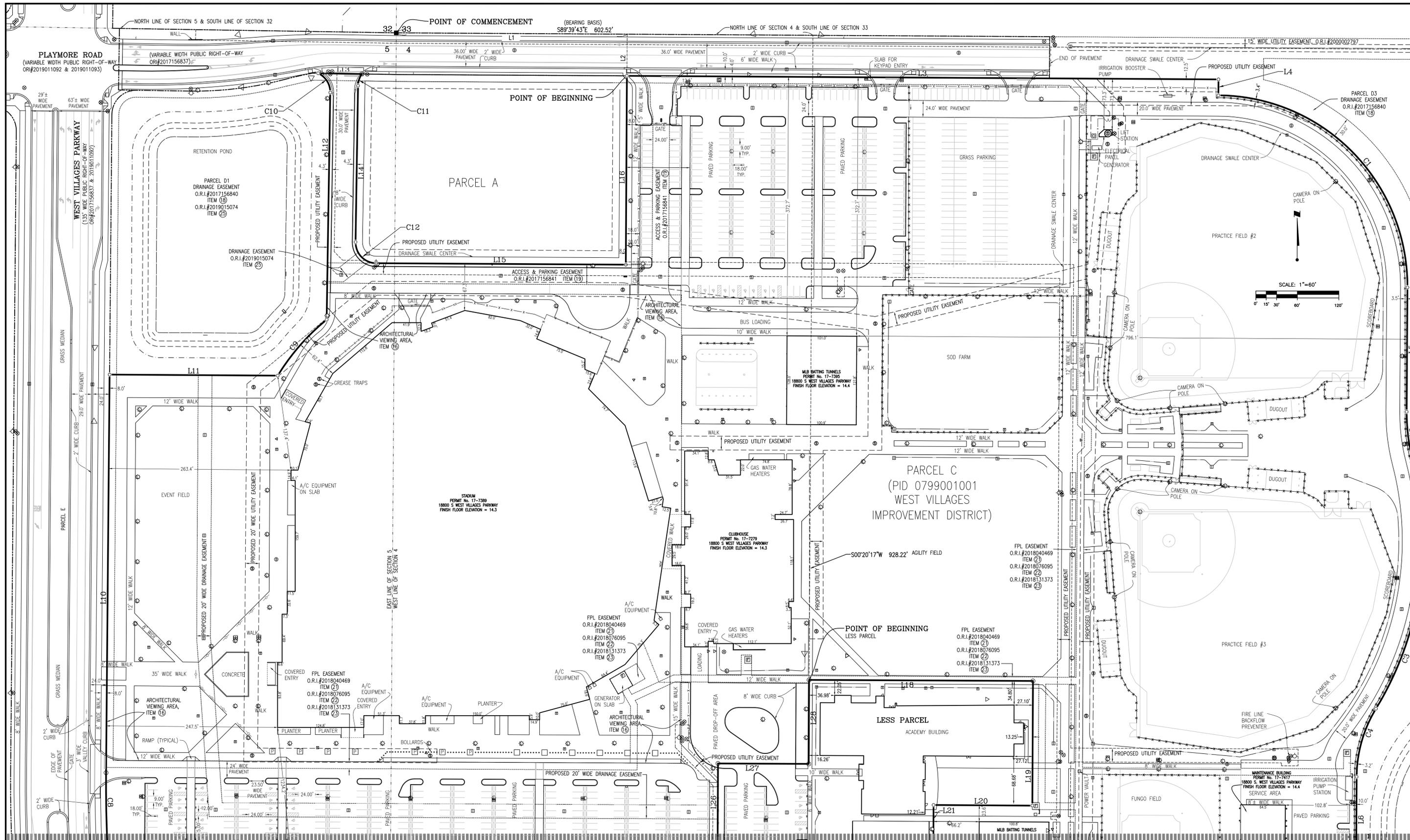
This MAP OF SURVEY meets the Standards of Practices set forth by the Florida Board of Surveying & Mapping, pursuant to Section 472.027, Florida Statutes, and Chapter 5J-17.053, Florida Administration Code.

No other person or entity may rely upon this survey.

STANTEC CONSULTING SERVICES, INC. (LB#7866)
6900 Professional Parkway East
Sarasota, Florida 34240-8414
Phone: (941) 907-6900

BY: Joseph A. Kelly, P.S.M. No. LS7141 Date of Signature _____

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Sketch of Survey and Certification are "not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper."



MATCH LINE, SEE SHEET 3

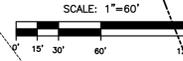
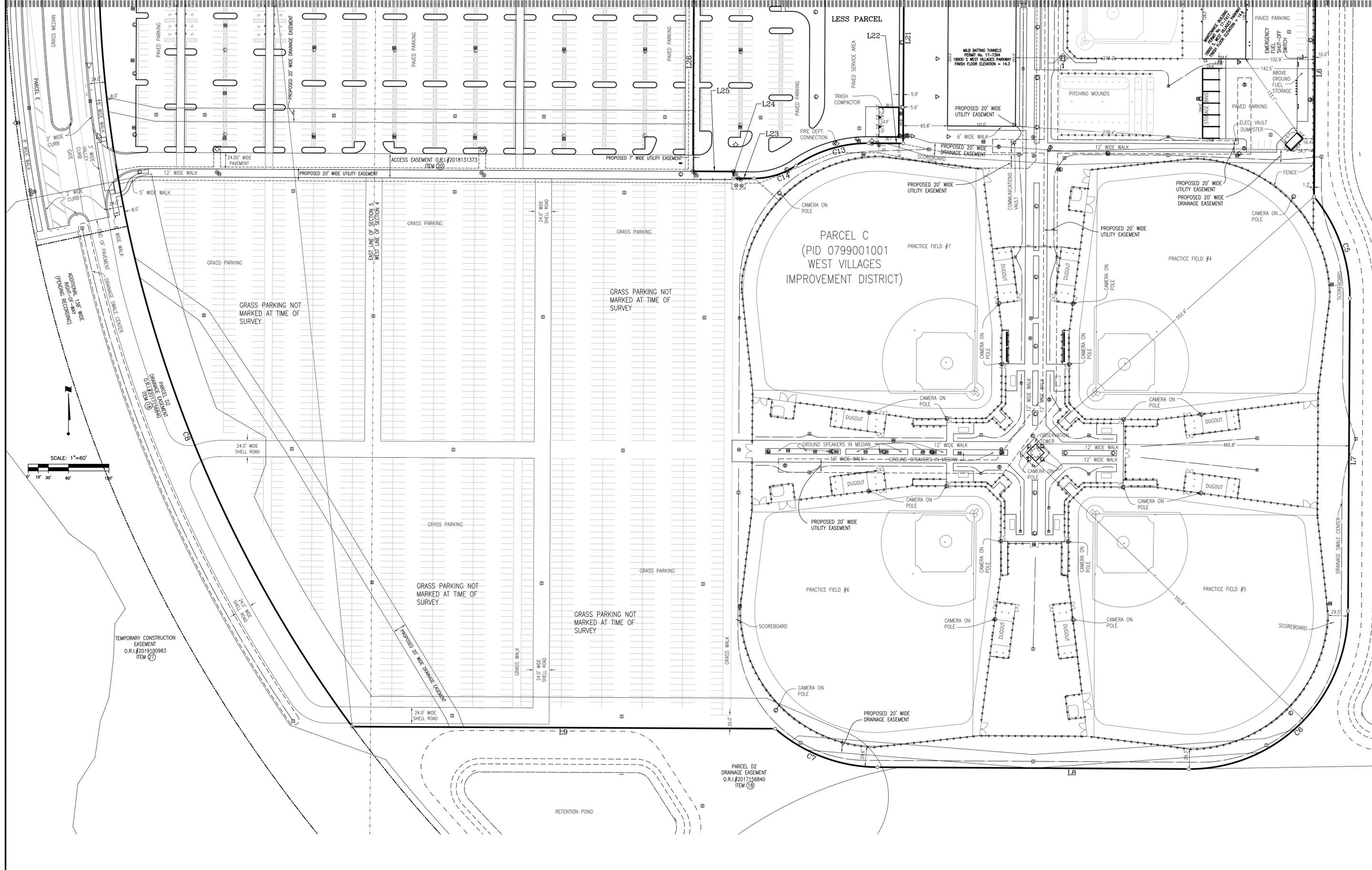
MATCH LINE, SEE SHEET 3

NO.	REVISION	DATE	DRAWN BY/EMP. NO.	CHECKED BY/EMP. NO.	ACTIVITY	INITIALS/EMP. NO.	DATE
B	Updated per commitment for title insurance dated November 20, 2019	12/6/19	JAK/89402	JAK/89402	COMPUTED BY:		
C	Added hatch and note to proposed utility easement for irrigation	8/5/19	JAK/89402	JAK/89402	DRAWN BY:	JWB/89374	5/30/19
					CHECKED BY:		
					CLOSED BY:		
					FIELD BOOK/PAGE:		
					CHIEF:		

Stantec
 6900 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #2712 • www.stantec.com
 Licensed Business Number 7866

TITLE: BOUNDARY SURVEY OF
 A TRACT OF LAND LYING IN SECTIONS 4 & 5,
 TOWNSHIP 40 SOUTH, RANGE 20 EAST,
 SARASOTA COUNTY, FLORIDA

DATE: 5/30/19	CLIENT: FAWLEY BRYANT ARCHITECTS, INC.
HORIZONTAL SCALE: 1" = 60'	
VERTICAL SCALE: 4" = 40'-20"	
CROSS REFERENCE FILE NO. 215613877	PROJECT NO. 310
TASK CODE: 310	SHEET NUMBER: 2 OF 3
DRAWING/FILE NUMBER: 215613877-sub01	



REV. NO.	REVISION	DATE	DRAWN BY/EMP. NO.	CHECKED BY/EMP. NO.	FIELD BOOK/PAGE	CHIEF
C	Updated per commitment for title insurance dated November 20, 2019	12/6/19	JAK/89402	JAK/89402		

ACTIVITY	INITIALS/EMP. NO.	DATE
COMPUTED BY:		
DRAWN BY:	JWB/89374	5/30/19
CHECKED BY:		
CLOSED BY:		

Stantec
 6900 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #2713 • www.stantec.com
 Licensed Business Number 7866

TITLE: BOUNDARY SURVEY OF
 A TRACT OF LAND LYING IN SECTIONS 4 & 5,
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HORIZONTAL SCALE: 1"=60'	
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CROSS REFERENCE FILE NO. 215613877	PROJECT NO. 310
TASK CODE: 3	SHEET NUMBER: 3 OF 3
DRAWING FILE NUMBER: 215613877-sub01	