

**FIRST AMENDMENT TO
EXCHANGE AGREEMENT**

THIS FIRST AMENDMENT TO EXCHANGE AGREEMENT (this "First Amendment") is by and between **MANASOTA BEACH RANGLANDS, LLLP**, a Florida limited liability limited partnership ("MANASOTA"), and **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a public body corporate ("SCHOOL BOARD").

RECITALS:

A. MANASOTA and SCHOOL BOARD entered into that certain Exchange Agreement with an effective date of October 20, 2020 (the "Agreement").

B. The parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Agreement and this Amendment, and other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

1. Words and phrases defined in the Agreement shall have the same meaning when used in this First Amendment. The terms contained in this First Amendment shall control if in conflict with terms contained in the Agreement.

2. Article 6.2(a) is amended to read as follows: "Surety Bond described in Article 13.2 having been delivered to SCHOOL BOARD."

3. Article 13 of the Agreement is deleted in its entirety and replaced with the following:

ARTICLE 13: INFRASTRUCTURE IMPROVEMENTS

13.1 Required Infrastructure Improvements. MANASOTA shall cause its affiliated entity Wellen Park Construction, LLLP, a Florida limited liability limited partnership ("WPC"), at WPC's expense, to develop and construct the infrastructure identified in Exhibit C attached to the Agreement (the "Infrastructure Improvements"). MANASOTA shall be responsible for causing WPC to develop and construct the Infrastructure Improvements as required by this Agreement, and any failure by WPC to develop and construct the Infrastructure Improvements shall be grounds for a default under this Agreement. WPC shall endeavor in good faith, and MANASOTA shall use good faith efforts to cause WPC, to complete the Infrastructure Improvements by the target completion dates specified in Exhibit C. The provisions of this Article 13.1 shall survive the closing.

13.2 **Infrastructure Assurance.**

- (a) **MBR Construction Contract.** WPC has executed two contracts with Frederick Derr and Company, Inc. ("Contractor") for the construction of the Infrastructure Improvements, both of which have been previously provide to SCHOOL BOARD and are summarized as follows: (1) contract for drainage infrastructure, potable water distribution, wastewater collection & transmission, and irrigation water distribution - projected price for this work is \$1,921,699.55; and (2) contract for site preparation and earthwork, road construction, and miscellaneous (mobilization, testing, bonds) - projected price for this work is \$2,725,684.05. Contractor's estimate of costs for the Infrastructure Improvements is attached hereto as Exhibit "1" (the "Cost Estimate").
- (b) **Surety Bond.** WPC shall, at WPC's expense, at or before closing, provide for the benefit of SCHOOL BOARD a surety bond (the "Surety Bond") for 110% of the Cost Estimate. The Surety Bond shall conform to the requirements of a third-party surety bond as set forth in Section 37-7 of the North Port Florida Unified Land Development Code, as amended 9-23-2013 by Ord. No. 2013-19 (the "Ordinance"), except that for the purposes of this Article, all references in the Ordinance shall mean the following:
- "City" shall mean SCHOOL BOARD;
 - "City Manager or designee" shall mean the SCHOOL BOARD Superintendent or designee, or any other such party having the requisite legal authority;
 - "issuance of final development order" shall mean the Projected School Construction Date contained within the SCHOOL BOARD Construction Notice;
 - "City Engineer" shall mean the SCHOOL BOARD Superintendent or designee, or any other such party having the requisite legal authority;
 - "department responsible for land development services" shall mean the SCHOOL BOARD Planning Department.

Further, the following provision contained within the Ordinance shall not apply: "If the security for the project is not received with the infrastructure submittal, the petition

will not be placed on the agenda.”

- (c) **Collateral Assignment.** At closing, WPC shall provide documentation for SCHOOL BOARD to be able to complete the Infrastructure Improvements if WPC fails to do so under the terms of this Exchange Agreement, which documentation shall include among other things a collateral assignment of construction plans and contracts.
- (d) **Survival.** The provisions of this Article 13.2 shall survive the closing.

4. The text of Exhibit C attached to the Agreement is deleted in its entirety and replaced with the following:

INFRASTRUCTURE IMPROVEMENTS

A. **Infrastructure Obligation.** WPC is obligated to provide each of the elements (1)-(3) below (the “Infrastructure Improvements”) related to the extension of Manasota Beach Road (“MBR”).

- (1) WPC shall construct, or cause to be constructed, a two (2) lane extension of MRB from its intersection with West Villages Parkway (currently being extended south to MBR) to River Road, including such additional turn lanes as are required by Sarasota County at the River Road intersection plus any stacking/turn lanes at the planned driveways into the MANASOTA Property (the “School Turn Lanes”), as well as any stormwater facilities required for such road segment. Nothing contained herein shall prevent or preclude WPC from constructing Manasota Beach Road further to the west to connect with other roadways within the Wellen Park development.
- (2) WPC shall install, or cause to be installed, adjacent to the MANASOTA Property, or within the ten (10) feet of the MANASOTA Property contiguous to Manasota Beach Road pursuant to a 10-foot utility easement to be created or reserved at or before closing (the “10-Foot Utility Easement”), a conduit system adequate to allow the providers of electricity, cable and telecommunications services to install their facilities. The cost of such improvements shall ultimately be borne solely by Master Developer regardless of whether WPC constructs same. SCHOOL BOARD, at its sole cost and expense, shall have

the right to connect to all such lines and cables to provide such utilities and services to the MANASOTA Property.

- (3) WPC shall construct or install, or cause to be constructed or installed, potable water lines, reuse water lines for irrigation, and sanitary sewer lines to the boundary of the MANASOTA Property (or within adjacent road right-of-way or within the 10-Foot Utility Easement) in capacities adequate to serve SCHOOL BOARD's intended use of the site. Such facilities shall be sized and designed as part of a master system that upon completion will be capable of providing service to the rest of the Wellen Park development without diminution of service to the MANASOTA Property. SCHOOL BOARD, at its sole cost and expense, shall have the right to connect to all such lines to provide such utilities to the MANASOTA Property.

B. Two Phases. The Infrastructure Improvements will be completed in two phases. Phase 1 includes everything except (i) the final asphalt layer, (ii) landscaping, (iii) street lighting, and (iv) River Road intersection improvements. Phase 2 shall include items (i) – (iv) of the preceding sentence.

C. Approvals. WPC has obtained initial approval of the plans and specifications for the Infrastructure Improvements from all applicable governmental entities.

D. Turn Lanes. It is understood that such plans and specifications will need to be updated at such time as more details are known regarding the layout of the school site and any proposed access points. SCHOOL BOARD shall provide WPC and MANASOTA with its proposed site plan for any school site to be located on the MANASOTA Property (the "Site Plan"), which Site Plan shall show all proposed access points, at least four (4) months prior to the SCHOOL BOARD Construction Notice (as such term is defined below). Once WPC and MANASOTA receive the Site Plan, WPC will modify the plan for Manasota Beach Road to add any needed left and right School Turn Lanes into the school site, and secure all applicable governmental approvals for such modification. If SCHOOL BOARD fails to timely provide the Site Plan to WPC and MANASOTA, or if WPC decides to proceed with the construction of MBR prior to the SCHOOL BOARD Construction Notice, WPC may construct MBR without any School Turn Lanes, in which case SCHOOL BOARD shall be solely responsible for constructing the School Turn Lanes and curb cuts when it constructs a school on the MANASOTA Property.

E. Timing of MBR Construction. It is currently anticipated that SCHOOL BOARD will not need Phase 1 of the Infrastructure Improvements completed until sometime in 2024 or 2025. SCHOOL BOARD will notify MANASOTA (the "SCHOOL BOARD Construction Notice") of its projected construction commencement date (the "Projected School Construction Date") at least 14 months prior to the Projected School Construction Date, provided the Projected School Construction Date shall not be sooner than one year after closing. WPC will endeavor to have (i) Phase 1 of the Infrastructure Improvements substantially completed at least two months prior to the Projected School Construction Date, and (ii) Phase 2 of the Infrastructure Improvements substantially completed prior to the actual opening of a school on the Manasota Property.

F. Example of Timing. The following is a hypothetical example of how the timing of events would operate under this Agreement (working backwards from the school opening):

- (a) School opens.
- (b) Move in and prepare for classes (1 month).
- (c) School construction (24 months).
- (d) SCHOOL BOARD Construction Notice given to WPC (14 months prior to start of school construction).
- (e) School site plan provided to WPC (at least 4 months before construction notice).

G. Force Majeure. The projected timing for completion of Phases 1 and 2 as set forth in paragraph E(i) and (ii) above are subject to extension for delay due to hurricane, moratorium, war, terrorism, fire, explosion, global pandemic or other force majeure type events beyond the reasonable control of WPC, provided that WPC shall take commercially reasonable steps to minimize the impact of any such delay.

H. West Villages Improvement District ("WVID"). MANASOTA intends to dedicate by plat the right-of-way needed for MBR to WVID, after which time WPC shall retain all access rights needed to complete the construction of MBR.

5. In accordance with Article 14 of the Agreement, the parties elect option (d); i.e., to use good faith efforts to address all stormwater, irrigation and other water issues after closing once more definitive plans for the school facilities are developed. Absent any such agreement, SCHOOL BOARD shall address these issues on its own, subject to the Deed Restrictions, the VW Water Restriction, and the Irrigation Water Supply

Agreement recorded in the Official Records as Instrument #2018159052, Public Records of Sarasota County, Florida.

6. In accordance with Article 15.20 of the Agreement, the parties have agreed upon the form of temporary access easements attached hereto as Exhibit "2," which MANASOTA will grant SCHOOL BOARD at closing. Upon termination of the temporary access easement, SCHOOL BOARD shall execute a confirmation of such termination in a recordable form upon request by MANASOTA.

7. Article 15.11 of the Agreement is amended to change the name of the SCHOOL BOARD legal counsel from Matthews Eastmoore to Shumaker, Loop & Kendrick, LLP, 240 S. Pineapple Ave., 10th Floor, Sarasota, FL 34236, Attn: Daniel J. DeLeo, Esq., Telephone: (941) 364-2740, Email: ddeleo@shumaker.com.

8. Except as may be expressly amended herein, the Agreement remains in full force and effect and all provisions thereof are hereby ratified and confirmed.

[SIGNATURE PAGE TO FOLLOW]

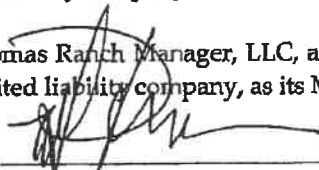
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates written below.

Signed by MANASOTA on MAR. 23RD 2021

MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership

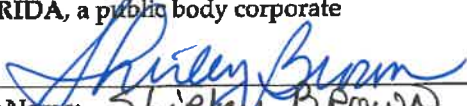
By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as its General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as its Manager

By: 
Richard P. Severance
As its Vice President

Signed by SCHOOL BOARD on April 6, 2021

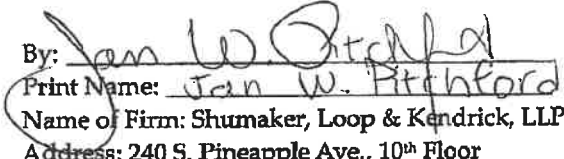
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a public body corporate

By: 
Print Name: SHIRLEY BROWN
Title: Chair

APPROVED FOR LEGAL CONTENT

Date: March 23rd 2021

ATTORNEYS FOR THE SCHOOL BOARD OF SARASOTA COUNTY

By: 
Print Name: Jan W. Pitchford
Name of Firm: Shumaker, Loop & Kendrick, LLP
Address: 240 S. Pineapple Ave., 10th Floor
Sarasota, FL 34236

JOINDER BY AND CONSENT BY WPC

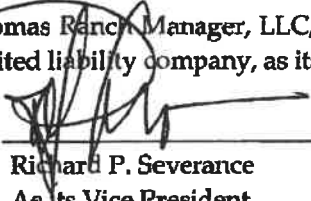
WPC hereby joins in and consents to the provisions of this First Amendment to Exchange Agreement.

Signed by WPC on MAR. 23rd, 2021

WELLEN PARK CONSTRUCTION, LLLP, a Florida limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as its General Partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as its Manager

By: 
Richard P. Severance
As its Vice President


JOINDER BY AND CONSENT BY WVID

WVID hereby joins in and consents to the provisions of this First Amendment to Exchange Agreement.

Signed by WVID on MAR. 23RD, 2021

WEST VILLAGES IMPROVEMENT DISTRICT

By: _____


John Luczynski
As its Chairman

**JOINDER BY AND CONSENT BY WELLEN PARK, LLLP,
f/k/a WEST VILLAGES, LLLP**

**WELLEN PARK, LLLP hereby joins in and consents to the provisions of this First
Amendment to Exchange Agreement.**

**WELLEN PARK, LLLP, a Florida limited liability
limited partnership**

**By: THOMAS RANCH LAND PARTNERS GP, LLC,
a Delaware limited liability company, as its
General Partner**

**By: THOMAS RANCH MANAGER, LLC,
a Delaware limited liability company, as its
Manager**

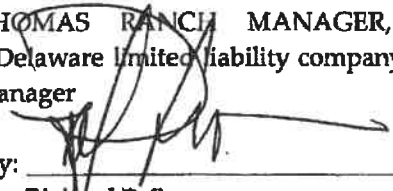
**By: 
Richard P. Severance
As its Manager**

EXHIBIT "1"

Infrastructure Improvements Cost Estimate

QUOTATION



FREDERICK DERR AND COMPANY, INC.

P.O. Box 2719
Sarasota, FL 34230
Phone: (941) 355-8575 ext.237
Fax
Email ryan@frederickderrcompany.com

<u>Quote To:</u>	Manasota Beach Ranchlands LLLP	<u>Job Name:</u>	Manasota Beach Rd Phase 2 HB# 201048
		<u>Date of Quote:</u>	12/11/2020
		<u>Date of Plans:</u>	Oct 2020
		<u>Revision Date:</u>	
<u>Phone:</u>		<u>Contact:</u>	Ryan Hirstein
<u>Fax:</u>			

We are pleased to quote as follows:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10000	SITE PREPARATION AND EARTHWORK				
10100	Clear and grub within limits of grading per plans	43.00	AC	1,615.00	69,445.00
10200	Excavation of Ponds 6, 7 and 10	68,462.00	CY	1.15	78,731.30
10300	Place/comp fill from Ponds 6,7,10 (comp in place)	54,770.00	CY	3.15	172,525.50
10400	Place/comp fill from Dwn Twn pile(comp in place)	43,460.00	CY	3.95	171,667.00
10500	Sod adj to curb, s/w, lake banks, swales, slopes	123,826.00	SY	2.35	290,991.10
10600	Hydroseed Mulch as direct by Owner (Qty Arbitrary)	56,276.00	SY	0.45	25,324.20
10700	Limoral Area Plantings (BY OWNER)				
10800	Silt Fence install, maintain, removal	15,918.00	LF	2.15	34,223.70
10900	Inlet Protection install, maint, removal	43.00	EA	104.00	4,472.00
11000	Turbidity Barrier install, maintain, removal	250.00	LF	22.15	5,537.50
11100	Best Management Practices	1.00	LS	17,200.00	17,200.00
	SITE & EARTH TOTAL				870,117.30
11300	DRAINAGE INFRASTRUCTURE				
11400	18" RCP	2,940.00	LF	44.95	132,153.00
11500	24" RCP	972.00	LF	63.35	61,576.20
11600	30" RCP	101.00	LF	82.00	8,282.00
11700	36" RCP	2,845.00	LF	108.20	307,829.00
11800	42" RCP	382.00	LF	131.95	50,404.90
11900	Type 5 Inlet	30.00	EA	4,400.00	132,000.00
12000	Type 6 Inlet	12.00	EA	4,970.00	59,640.00
12100	Type C Inlet	1.00	EA	3,550.00	3,550.00
12200	Junction Box	2.00	EA	4,930.00	9,860.00
12300	Small Control Structure, including rip rap	10.00	EA	5,830.00	58,300.00
12400	Medium Control Structure, including rip rap	2.00	EA	7,775.00	15,550.00
12500	Endwall for 15" through 30" RCP, inc rip rap	10.00	EA	1,800.00	18,000.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
12600	Endwall for 36" or larger RCP, inc rip rap	2.00	EA	2,250.00	4,500.00
12700	Mitered End for double 24" RCP, inc rip rap	1.00	EA	4,595.00	4,595.00
12800	Mitered End for double 36" RCP, inc rip rap	2.00	EA	4,045.00	8,090.00
12900	Mitered End for double 36" RCP, inc rip rap	2.00	EA	9,090.00	18,180.00
13000	Mitered End for triple 36" RCP, including rip rap	2.00	EA	12,225.00	24,450.00
13100	Headwall for double 24" RCP, including rip rap	1.00	EA	9,665.00	9,665.00
13200	Connect to Pond 5 inc dewater & restore banks	3.00	EA	12,500.00	37,500.00
	DRAINAGE TOTAL				964,125.10
13400	POTABLE WATER DISTRIBUTION				
13500	12" PVC, C-900 Potable Water Main w/fitt-rest	3,257.00	LF	50.40	164,152.80
13600	16" PVC, C-905 DR-25 Pot Wat Main w/fitt-rest	3,168.00	LF	78.60	249,004.80
13700	12" Gate Valve and valve box	6.00	EA	2,535.00	15,210.00
13800	16" Gate Valve and valve box	5.00	EA	7,065.00	35,325.00
13900	Fire Hydrant Assembly	8.00	EA	5,612.00	44,896.00
14000	Connect to existing Water Main	1.00	EA	10,485.00	10,485.00
14100	Blow-off Assembly	1.00	EA	1,515.00	1,515.00
14200	12" Cap	1.00	EA	370.00	370.00
14300	Pressure test Potable Water Main	6,425.00	LF	1.70	10,922.50
14400	Chlor and bacteriological clearance	6,425.00	LF	1.25	8,031.25
	POTABLE WATER TOTAL				539,912.35
14600	WASTEWATER COLLECTION & TRANSMISSION				
<i>14700</i>	<i>8" Force Main</i>				
14800	8" PVC, C-900 Force Main w/ fitt-rest	6,379.00	LF	17.50	111,632.50
14900	8" Gate Valve and valve box	7.00	EA	1,490.00	10,430.00
15000	Connect to existing Force Main	1.00	EA	3,090.00	3,090.00
15100	Pressure testing of Force Main	6,379.00	LF	1.20	7,654.80
	WASTEWATER TOTAL				132,807.30
15300	IRRIGATION WATER DISTRIBUTION				
15400	12" PVC, C-900 Irrigation Water Main w/ fitt-rest	6,387.00	LF	39.60	252,925.20
15500	12" Gate Valve and valve box	7.00	EA	2,550.00	17,850.00
15600	3" Point of Conn (inc tee, 4"x3" red, 3" GV, cap)	4.00	EA	1,460.00	5,840.00
15700	Blow-off Assembly	1.00	EA	1,840.00	1,840.00
15800	Connect to existing Irrigation Main	1.00	EA	1,290.00	1,290.00
15900	Pressure test Irrigation Water Main	6,387.00	LF	0.80	5,109.60
	IRRIGATION TOTAL				284,854.80
16100	ROAD CONSTRUCTION				
16200	Type F Curb	13,793.00	LF	12.65	174,481.45
16300	Type MRF Curb	11,641.00	LF	8.30	96,620.30
16400	3' Wide Valley Crossing Curb	210.00	LF	58.15	12,211.50
16500	12" Stab Sub, Type B, LBR 40 min	34,224.00	SY	3.35	114,650.40
16600	Optional Base Group 10	26,593.00	SY	11.25	299,171.25
16700	3" SP-12.5 Asph Struc Cour, (2) 1.5" lifts	26,525.00	SY	13.10	347,477.50
16800	1" Asphalt Friction course FC-9.5	26,525.00	SY	5.90	156,497.50
16900	Concrete Sidewalk (4" thick)	11,032.00	SY	28.30	312,205.60
17000	Concrete Sidewalk (6" thick)	16.00	SY	37.45	599.20

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
17100	12" Stab Sub, Type B, LBR 40 min, agr rd	243.00	SY	3.15	765.45
17200	7" thick Stabilized Shell	243.00	SY	5.20	1,263.60
17300	Curb Ramp	4.00	EA	700.00	2,800.00
17400	6" Thick concrete driveway apron	1.00	EA	1,228.00	1,228.00
17500	FDOT Gravity Wall	201.00	LF	350.00	70,350.00
17600	Pavement markings	1.00	LS	77,300.00	77,300.00
	ROAD TOTAL				1,667,621.75
17800	MISCELLANEOUS				
17900	Mobilization	1.00	LS	5,845.00	5,845.00
18000	2" PVC Conduit (Quantity Arbitrary)	4,160.00	LF	5.35	22,256.00
18100	4" PVC Conduit (Quantity Arbitrary)	8,320.00	LF	9.70	80,704.00
18200	6" PVC Conduit (Quantity Arbitrary)	1,200.00	LF	12.45	14,940.00
18300	<i>Geotechnical Testing (BY OWNER)</i>				
18400	<i>Construction Stakeout (BY OWNER)</i>				
18500	<i>Record Drawings / As-Built Survey (BY OWNER)</i>				
18600	Payment & Performance Bonds (w/ 2 yr maint)	1.00	LS	64,200.00	64,200.00
	MISC TOTAL				187,948.00
GRAND TOTAL					4,647,383.60

NOTES:

FREDERICK DERR AND COMPANY (FDC) proposes to furnish all labor, equipment and material to construct the items listed for the unit prices shown.

1. The Quantities contained herein were provided by the project Engineer of Record. FDC reserves the right to perform a full quantity take-off from the latest construction plan set available and update any/all quantities as appropriate prior to commencement of construction.
2. Prices contained on this Quote are valid for 30 days from date of Quote. FDC reserves the right to revisit and update all material, equipment, labor, subcontractor and bond costs during final negotiation with Owner prior to commencement of construction.
3. If Rock that cannot be excavated with a 1 1/2 cubic yard backhoe is encountered then removal/haul-off to a stockpile on the Owner's property will be negotiated.
4. Excavation and/or removal of buried trash, contaminated material, muck not included.
5. All street lighting, street signage, landscape, littoral plantings, irrigation and pond fountains are By Owner.
6. All Shell material for Base and Subgrade shall be provided by the Owner at no cost to contractor.
7. Removal or relocation of existing fence shall be by Owner.
8. Barricades around any existing trees to remain shall be by Owner.

EXHIBIT "2"

(Temporary Access Easement)

Record: \$
Doc Tax: \$.70

Prepared by and return to:



200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800
Attention: Jeffrey A. Grebe, Esq.

TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT (this "Agreement") is made on _____, 2021, and is by and between **MANASOTA BEACH RANCLANDS, LLLP**, a Florida limited liability limited partnership ("Grantor"), and **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a public body corporate ("Grantee").

RECITALS:

- A. On even date herewith, Grantee has acquired the real property in Sarasota County, Florida described on **Exhibit "A"** attached hereto (the "**Property**").
- B. Grantor is the owner of certain real property described on **Exhibit "B"** attached hereto (the "**Easement Area**").
- C. The Easement Area abuts and runs along the north boundary of the Property.
- D. The Easement Area is part of the extension of Manasota Beach Road (the "**MBR Extension**") that will be the primary access to the Property.
- E. Until such time as the MBR Extension has been dedicated to and accepted by the West Villages Improvement District ("**WVID**") and is open as a public road, Grantor has agreed to grant to Grantee for the benefit of Grantee and the Property a non-exclusive, temporary access easement over, across, and upon the Easement Area for purposes described herein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The foregoing recitals are correct and incorporated herein.
2. Easement Grant. Grantor hereby grants to Grantee and Grantee's employees, contractors, vendors, consultants, agents, licensees, invitees, successors and assigns a non-exclusive, temporary easement for pedestrian and vehicular ingress and egress over and across the Easement Area (the "Access Easement"), subject to the terms of this Agreement.
3. Reserved Rights. Grantor reserves to itself, and its successors and assigns, rights to the Easement Area which are not inconsistent with the purpose of this Agreement.
4. Termination of Easement. The Access Easement shall terminate once the MBR Extension has been dedicated and accepted by WVID, and is fully constructed and usable for public pedestrian and vehicular ingress to and egress to and from the Property. The Easement hereby granted and the requirements herein contained are intended as, and shall be, covenants running with the Property and Easement Area, but shall be temporary in nature and shall terminate as provided in this Section 4.
5. Enforcement. This Easement Agreement shall inure to the benefit of and be binding upon Grantor and its successors and/or assigns. Grantee and Grantor shall each have a right of action to enforce by proceedings at law or in equity all conditions imposed by the provisions of this Easement, or any amendment hereto, including the right to prevent the violation of such conditions and the right to recover actual damages for such violation (but not consequential or punitive damages). In any action at law or in equity to enforce this Agreement, the prevailing party shall be entitled to recover all costs of suit and attorneys' fees through trial and all appellate levels.
6. Waivers and Consents. No consent or waiver, express or implied, by any Party of any breach or default by any other Party in the performance its obligations under this Easement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Easement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights under this Easement Agreement. The rights of the Parties shall be cumulative and the failure on the part of a Party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

7. Notices. All notices given pursuant to this Agreement shall be in writing and shall be sent via hand delivery, recognized overnight courier service or certified mail, return receipt requested, to the addresses set forth below:

Grantor: Manasota Beach Ranchlands, LLLP
Attn: Richard Severance
19503 South West Villages Parkway
Venice, Florida 34293
Telephone: 4941-999-4822
Email: Rick.Severance@mattamycorp.com

Copy To: Manasota Beach Ranchlands, LLLP
Attn: Leslie Candes, Esq.
4901 Vineland Road, Suite 450
Orlando, Florida 32810
Telephone: 407-845-9191
Email: Leslie.candes@mattamycorp.com

Copy to: Williams Parker Harrison Dietz & Getzen
Attn: Patrick W. Ryskamp, Esq.
200 South Orange Avenue
Sarasota, Florida 32801
Telephone: (941) 536-2035
Email: pryskamp@williamsparker.com

Grantee: The School Board of Sarasota County, Florida
1900 Landings Boulevard
Sarasota, FL 34231
Attention: Superintendent
Telephone: _____
Email: _____

Copy To: Shumaker, Loop & Kendrick, LLP
240 S. Pineapple Ave., 10th Floor
Sarasota, FL 34236
Attn: Daniel J. DeLeo, Esq.
Telephone: (941) 364-2740
Email: ddeleo@shumaker.com

or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice.

8. Document Construction. No provision of this Agreement shall be construed or interpreted to the disadvantage of any party by any court or other governmental or judicial authority or arbitrator by reason of either party being deemed to have structured, drafted or specified such provision.

9. Miscellaneous; Headings. As used in this Agreement, the singular shall include the plural, and the plural shall include the singular, as the context may require. The headings are for convenience only and shall not be interpreted to impart any meaning to the text.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

11. Modification. This Agreement may not be amended except by written instrument executed by the owners of the properties impacted by such amendment.

12. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

13. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement. Any legal action instituted hereunder shall be brought in Sarasota County, Florida.

14. No Third Party Beneficiaries. Except as otherwise expressly stated herein, this Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third party beneficiaries, Grantor and Grantee intending by the provisions hereof to confer no such benefits or status.

15. Miscellaneous. Nothing in the Agreement shall be construed to make Grantor and Grantee partners or joint venturers or render any of said parties liable for the debts and obligations of the other. The rights of the parties in this Agreement shall be cumulative, and the failure on the part of a party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of said rights.

16. JURY WAIVER. GRANTOR AND GRANTEE WAIVE THE RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, THE ACCESS EASEMENT AND/OR THE RIGHTS GRANTED BY THIS AGREEMENT.

17. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement, effective as of the date above.

WITNESSES:

	MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership
Signature of Witness	
	By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, as General Partner
Print Name of Witness	
	By: Thomas Ranch Manager, LLC, a Delaware limited liability company, as Manager
Signature of Witness	
	By: _____
Print Name of Witness	Richard P. Severance, Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2021, by Richard P. Severance, Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company, General Partner of MANASOTA BEACH RANGLANDS, LLLP, a Florida limited liability limited partnership, on behalf of the companies and partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on _____.

WITNESSES:

Signature of Witness

**THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA, a public body corporate**

Print Name of Witness

By: _____
Print Name: _____
Title: _____

Signature of Witness

Print Name of Witness

APPROVED FOR LEGAL CONTENT
Date: _____, 2021

**ATTORNEYS FOR THE SCHOOL BOARD
OF SARASOTA COUNTY**

By: _____
Print Name: _____
Firm: Shumaker, Loop & Kendrick, LLP
240 S. Pineapple Ave., 10th Floor
Sarasota, FL 34236

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2021, by _____, as Chair of The School Board of Sarasota County Florida, a public body corporate, on behalf of the public body corporate. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on _____.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Commence at the North Quarter corner of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida; thence N.89°16'59"W., along the North line of the Northwest Quarter of said Section 10, a distance of 1639.78 feet; thence S.00°42'17"W., perpendicular to said North line of the Northwest Quarter of Section 10, a distance of 79.87 feet to a point on the proposed Right of Way line for Manasota Beach Road for the POINT OF BEGINNING; thence leaving said Right of Way line S.15°02'48"E., a distance of 691.12'; thence S.69°38'16"E., a distance of 580.51'; thence S.89°17'37"E., a distance of 300.00'; thence S.00°28'30"W., a distance of 938.34'; thence S.77°24'35"W., a distance of 3.94'; thence N.12°16'35"W., a distance of 31.76'; thence N.57°13'39"W., a distance of 57.21'; thence S.44°43'50"W., a distance of 57.18'; thence S.03°54'26"W., a distance of 32.03'; thence S.87°28'21"W., a distance of 41.07'; thence S.17°07'17"W., a distance of 19.82'; thence S.18°08'39"E., a distance of 38.73'; thence S.37°29'27"W., a distance of 86.38'; thence S.34°44'02"W., a distance of 78.09'; thence S.42°51'19"W., a distance of 53.30'; thence S.87°04'42"W., a distance of 30.53'; thence N.65°52'13"W., a distance of 69.92'; thence S.72°49'34"W., a distance of 89.54'; thence N.53°46'02"W., a distance of 59.55'; thence S.22°18'25"W., a distance of 32.46'; thence S.88°26'04"W., a distance of 62.66'; thence N.83°17'38"W., a distance of 54.93'; thence N.80°45'21"W., a distance of 40.38'; thence N.84°19'37"W., a distance of 59.01'; thence S.44°55'03"W., a distance of 32.56'; thence N.77°41'31"W., a distance of 17.55'; thence N.31°40'29"W., a distance of 52.43'; thence N.45°15'20"E., a distance of 33.58'; thence N.12°32'20"W., a distance of 59.44'; thence N.78°51'51"W., a distance of 84.00'; thence S.81°34'09"W., a distance of 48.00'; thence S.72°08'12"W., a distance of 81.27'; thence S.78°46'38"W., a distance of 87.91'; thence N.52°00'16"W., a distance of 75.69'; thence N.13°52'38"E., a distance of 37.28'; thence N.63°09'58"W., a distance of 56.66'; thence N.73°58'46"W., a distance of 49.13'; thence S.49°51'01"W., a distance of 43.67'; thence S.86°45'06"W., a distance of 44.47'; thence S.47°32'20"W., a distance of 69.51'; thence S.28°59'45"W., a distance of 64.66'; thence S.47°46'59"W., a distance of 26.32'; thence S.49°07'42"W., a distance of 68.67'; thence S.59°35'37"W., a distance of 48.68'; thence S.42°44'21"W., a distance of 54.01'; thence S.55°44'39"W., a distance of 49.07'; thence S.56°21'21"W., a distance of 50.57'; thence S.54°15'26"W., a distance of 92.86'; thence S.44°01'35"W., a distance of 42.12'; thence S.65°00'42"W., a distance of 48.69'; thence S.65°14'38"W., a distance of 37.28'; thence S.78°55'02"W., a distance of 32.95'; thence S.12°24'17"W., a distance of 37.78'; thence S.62°00'50"W., a distance of 35.33'; thence N.59°58'12"W., a distance of 17.73'; thence S.69°05'45"W., a distance of 21.71'; thence N.61°52'21"W., a distance of 15.90'; thence N.59°40'06"W., a distance of 23.45'; thence N.27°26'55"W., a distance of 16.43'; thence N.53°13'40"W., a distance of 31.68'; thence N.44°09'24"W., a distance of 22.55'; thence

N.50°58'46"W., a distance of 30.73'; thence N.78°40'45"W., a distance of 20.61'; thence N.63°50'16"W., a distance of 26.61'; thence S.67°07'34"W., a distance of 33.94'; thence S.78°50'03"W., a distance of 30.10'; thence S.75°34'38"W., a distance of 49.23'; thence S.29°07'10"W., a distance of 35.69'; thence S.23°27'06"W., a distance of 32.25'; thence S.22°23'40"W., a distance of 21.95'; thence S.32°08'26"W., a distance of 46.03'; thence S.18°08'34"W., a distance of 33.80'; thence S.52°01'11"W., a distance of 33.70'; thence S.39°11'48"W., a distance of 47.65'; thence S.45°44'56"W., a distance of 50.49'; thence N.84°15'41"W., a distance of 48.05'; thence N.51°00'48"W., a distance of 40.43'; thence N.32°00'37"W., a distance of 28.03'; thence N.84°05'43"W., a distance of 56.94'; thence S.51°06'18"W., a distance of 50.50'; thence S.58°22'39"W., a distance of 858.02'; thence N.30°32'28"W., a distance of 1325.00'; thence N.54°50'52"E., a distance of 419.08' feet to a point on a non-tangential curve to the right, having: a radius of 183.00 feet, a central angle of 66°11'02", a chord bearing of S.77°20'52"E., and a chord length of 199.83 feet; thence along the arc of said curve, an arc length of 211.39 feet; thence S.44°15'21"E., a distance of 23.73 feet to a point on a curve to the left, having: a radius of 95.00 feet, a central angle of 104°42'51", a chord bearing of N.83°23'14"E., and a chord length of 150.45 feet; thence along the arc of said curve, an arc length of 173.62 feet; thence N.31°01'48"E., a distance of 87.29 feet to a point on a curve to the right, having: a radius of 65.00 feet, a central angle of 52°00'45", a chord bearing of N.57°02'11"E., and a chord length of 57.00 feet; thence along the arc of said curve, an arc length of 59.01 feet; thence N.83°02'33"E., a distance of 124.30 feet to a point on a curve to the left, having: a radius of 95.00 feet, a central angle of 98°47'50", a chord bearing of N.33°38'38"E., and a chord length of 144.26 feet; thence along the arc of said curve, an arc length of 163.81 feet to a point on a reverse curve to the right, having: a radius of 485.00 feet, a central angle of 06°02'56", a chord bearing of N.12°43'49"W., and a chord length of 51.18 feet; thence along the arc of said curve, an arc length of 51.20 feet; thence N.09°21'26"W., a distance of 100.95 feet to a point on a non-tangential curve to the right, having: a radius of 153.00 feet, a central angle of 47°21'26", a chord bearing of N.15°04'13"E., and a chord length of 122.89 feet; thence along the arc of said curve, an arc length of 126.46 feet; thence N.54°50'52"E., a distance of 1236.70 feet to a point on a curve to the right, having: a radius of 2135.00 feet, a central angle of 26°09'47", a chord bearing of N.67°55'46"E., and a chord length of 966.46 feet; thence along the arc of said curve, an arc length of 974.91 feet to the POINT OF BEGINNING. All being in Sections 9 and 10, Township 40 South, Range 20 East, Sarasota County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION OF MBR EASEMENT AREA

SKETCH OF DESCRIPTION
TEMPORARY ACCESS EASEMENT

SHEET 1 OF 2

DESCRIPTION:

A part of Sections 3, 9, and 10, Township 40 South, Range 20 East, City of North Port, Sarasota County, Florida, described as follows:

Commence at the North Quarter Corner of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida; thence along the North line of said Northwest Quarter of Section 10, N 89°17'45" W, a distance of 209.25 feet to the west Right of Way line of South River Road, as described in Official Records Instrument #2008060371 of the Public Records of Sarasota County, Florida, also being the POINT OF BEGINNING; thence along said West Right of Way line as described in Official Records Instrument # 2008060371, S 00°28'30" W, a distance of 49.07; thence N 89°17'37" W, a distance of 1071.16 feet to a point on a curve to the left, having a radius of 2135.00 feet, a central angle of 35°51'31", a chord bearing of S 72°46'38" W, and a chord length of 1314.49 feet; thence along the arc of said curve, an arc length of 1336.19 feet; thence S 54°50'52" W, a distance of 2651.80 feet to a point on a curve to the right, having a radius of 1165.00 feet, a central angle of 56°04'48", a chord bearing of S 82°53'17" W, and a chord length of 1095.31 feet; thence along the arc of said curve, an arc length of 1140.28 feet; thence N 74°02'32" W, a distance of 333.42 feet; thence N 30°34'52" E a distance of 1161.18 feet to a point on a curve to the left having a radius of 1150.00 feet, a central angle of 36°40'42", a chord bearing of N 12°14'31" E, and a chord length of 763.67 feet; thence along the arc of said curve, an arc length of 736.18 feet to the Southeast corner of lands described in Official Records Instrument # 2020069589 of the Public Records of Sarasota county, Florida; thence along the boundary line of said lands described in Official Records Instrument # 2020695589, the following two (2) courses: (1) continue along said curve to the left having a radius of 1150.00 feet, through a central angle of 02°54'21", a chord bearing of N 07°33'00" W, and a chord length of 58.32 feet, for an arc length of 58.33 feet; (2) thence N 09°00'11" W, a distance of 11.92 feet to a point on the southerly terminus of the Right of Way for West Villages Parkway, as described in Official Records Instrument # 2021017985, of the Public Records of Sarasota County, Florida; thence N 80°59'49" E along said southerly terminus of the Right of Way of West Villages Parkway as described in Official Records Instrument # 2021017985, a distance of 130.00 feet; thence S 09°00'11" E, leaving said terminus of Right of Way, a distance of 11.92 feet to a point on a curve to the right, having a radius of 1280.00 feet, a central angle of 39°35'03", a chord bearing of S 10°47'21" W, and a chord length of 866.83 feet; thence along the arc of said curve, an arc length of 884.32 feet; thence S 30°34'52" W, a distance of 799.94 feet; thence S 19°04'20" W, a distance of 87.72 feet; thence S 12°50'04" W, a distance of 64.01 feet to a point on a curve to the left, having a radius of 25.00 feet, a central angle of 51°00'53", a chord bearing of S 12°40'23" E, and a chord length of 21.53 feet; thence along the arc of said curve, an arc length of 22.26 feet; thence S 64°10'08" E, a distance of 31.32 feet to a point on a curve to the left, having a radius of 1035.00 feet, a central angle of 60°58'59", a chord bearing of N 85°20'22" E, and a chord length of 1050.34 feet; thence along the arc of said curve, an arc length of 1101.61 feet; thence N 54°50'52" E a distance of 2651.80 feet to a point on a curve to the right, having a radius of 2265.00 feet, a central angle of 35°51'31", a chord bearing of N 72°46'38" E, and a chord length of 1394.53 feet; thence along the arc of said curve, an arc length of 1417.55 feet; thence S 89°17'37" E, a distance of 1070.63 feet to said West Right of Way line of South River Road; thence along West Right of Way line of South River Road, S 00°28'30" W, a distance of 80.93 feet to the POINT OF BEGINNING.



Digitally signed by RANDALL E BRITT
DN: c=US, o=BRITT SURVEYING INC.,
ou=A01410C000001766D7E086200006F7D, cn=RANDALL E BRITT
Date: 2021.03.14 12:21:31 -04'00'

Randall E. Britt, Professional Land Surveyor
Florida Certification Number 3979
Note: Not Valid Unless Imprinted With Embossed Land Surveyor's Seal

REVISED: MARCH 14, 2021

PREPARED FOR: MANASOTA BEACH RANCLANDS, LLLP
DATE: MARCH 12, 2021
JOB NUMBER: JOB NO.: 20-04-108



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
808 Cypress Avenue Venice Florida 34286
Telephone: (941) 483-1386 Fax: (941) 484-5766
Email: br@brittsurveying.com

