

This Instrument Prepared By:
Tiana D. Brown
Action No. 30956
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL
AND MODIFICATION TO REFLECT CHANGE IN OWNERSHIP

EASEMENT NO. 00272 (4130-41)
BOT FILE NO. 411783719

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Riviera Dunes Master Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty submerged lands described as follows:

A parcel of sovereignty submerged lands in Section 24,
Township 34 South, Range 17 East, in Manatee River,
Manatee County, Florida, as is more particularly described
and shown on Attachment A, dated February 5, 1990.

TO HAVE THE USE OF the hereinabove described premises from September 12, 2016, the effective date of this modified easement renewal, through September 12, 2041, the expiration date of this modified easement renewal. The terms and conditions on and for which this modified easement renewal is granted are as follows:

1. EASEMENT CONSIDERATION: The Grantee hereby agrees to pay to the Grantor, prior to commencement of activities authorized herein and within 30 days of receipt of the fully executed easement, the sum of \$65,100.00.
2. USE OF PROPERTY: The above described parcel of land shall be used solely for an access channel and flushing channel. All of the foregoing subject to the remaining conditions of this easement.
3. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the sovereignty submerged lands situated within the limits of this easement.

4. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement area or unduly interfere with public or private rights therein.

5. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the easement area or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the easement area to third parties during the term of this easement.

6. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

7. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement.

8. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

9. TERMINATION: The Grantee, by acceptance of this easement, binds themselves, their heirs, successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, their heirs, successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, title to this easement shall revert to and vest in the Grantor immediately and automatically. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Riviera Dunes Master Association, Inc.
801 3rd Street East
Palmetto, Florida 34221

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

10. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the easement area or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the easement area during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

11. RENEWAL PROVISIONS: Renewal of this easement is at the sole option of the Grantor. Such renewal shall be subject to the terms, conditions and provisions of this easement, current management standards, easement fees, and applicable laws, rules and regulations in effect at that time. In the event that Grantee is in full compliance with the terms of this easement, the Grantee may apply in writing for a renewal. Such application for renewal must be received by Grantor no later than six months prior to the expiration date of this easement. The term of any renewal granted by the Grantor shall commence on the last day of the previous easement term. If the Grantee fails to apply for a renewal, or in the event the Grantor does not grant a renewal, the Grantee shall vacate the easement area and remove all structures and equipment occupying and erected thereon at their expense.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Paragraph 9 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereignty submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property more particularly described in Attachment B together with the riparian rights appurtenant thereto, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

M. Sue Jones
Original Signature

M. Sue Jones
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY: Cheryl C. McCall
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of April, 2017, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

APPROVED AS SUBJECT TO PROPER EXECUTION:

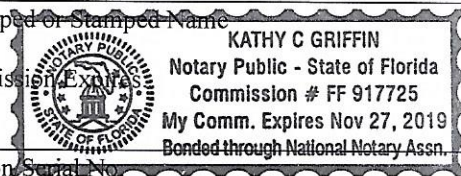
Benjamin M. Melius 01/23/2017
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission Serial No.



WITNESSES:

[Signature]
Original Signature

JAN H. RICKER
Typed/Printed Name of Witness

[Signature]
Original Signature

Julie Conway
Typed/Printed Name of Witness

STATE OF FLORIDA

COUNTY OF MANATEE

Riviera Dunes Master Association, Inc.,
a Florida nonprofit corporation (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Coby Gaulien
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

"GRANTEE"

The foregoing instrument was acknowledged before me this 11TH day of APRIL, 2017, by Coby Gaulien as President of Riviera Dunes Master Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He is personally known to me or who has produced as identification.

My Commission Expires:

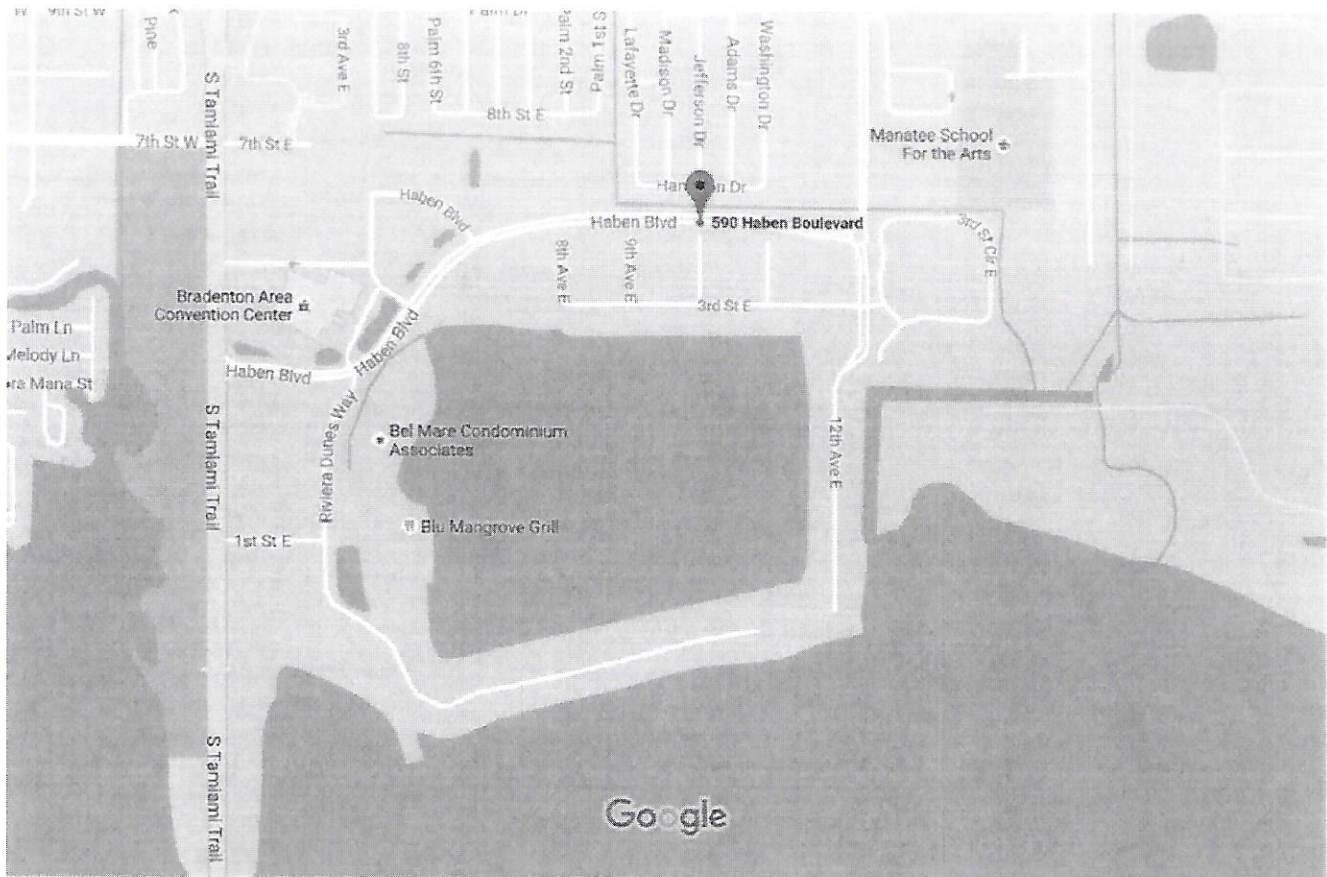


Commission/Serial No. _____

JAN H RICKER
MY COMMISSION # FF 16794
EXPIRES: May 19, 2017
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of _____

Printed, Typed or Stamped Name



590 Haben Blvd
Palmetto, FL 34221

SURVEY OF:
SUBMERGED LAND PARCELS AT MANATEE GATEWAY
IN SECTION 24, TOWNSHIP 34 S., RANGE 17 E.,
MANATEE COUNTY, FLORIDA

DESCRIPTION: SUBMERGED LAND PARCEL NO. 1

COMMENCE AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 34 S., RANGE 17 E.; THENCE RUN S 89°36'47" E, ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 1532.05 FT.; THENCE S 00°23'13" W, PERPENDICULAR WITH SAID NORTH SECTION LINE, A DISTANCE OF 1834.76 FT., TO THE INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE MANATEE RIVER AS PER MAP NUMBER 232 DATED NOVEMBER 6, 1981, APPROVED BY FLORIDA DEPARTMENT OF NATURAL RESOURCES DECEMBER 1, 1981, FOR A POINT OF BEGINNING; THENCE S 17°36'37" E, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 196.37 FT.; THENCE S 26°37'45" W, 276.66 FT.; THENCE N 63°22'15" W, 137.00 FT.; THENCE N 26°37'45" E, 417.34 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 24, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING 47,539 SQUARE FEET MORE OR LESS.

DESCRIPTION: SUBMERGED LAND PARCEL NO. 2

COMMENCE AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 34 S., RANGE 17 E.; THENCE RUN S 89°36'47" E, ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 3821.12 FT.; THENCE S 00°23'13" W, PERPENDICULAR WITH SAID NORTH SECTION LINE, A DISTANCE OF 1372.64 FT., TO THE INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE MANATEE RIVER AS PER MAP NUMBER 232 DATED NOVEMBER 6, 1981, APPROVED BY FLORIDA DEPARTMENT OF NATURAL RESOURCES DECEMBER 1, 1981, FOR A POINT OF BEGINNING; THENCE S 19°32'18" E, 805.29 FT.; THENCE N 70°35'56" W, 379.10 FT.; THENCE N 19°32'18" W, 585.29 FT., TO THE INTERSECTION WITH AFORESAID MEAN HIGH WATER LINE; THENCE N 72°10'50" E, ALONG SAID MEAN HIGH WATER LINE, 215.50 FT.; THENCE N 78°54'27" E, ALONG SAID MEAN HIGH WATER LINE, 80.34 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 24, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING 206,033 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED FOR THE SPECIFIC PURPOSE OF LOCATING THE LIMITS OF PROPOSED SUBMERGED LAND PARCELS NEEDED FOR FUTURE CHANNELS EXTENDING INTO THE MANATEE RIVER.
2. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 24, TOWNSHIP 34 S., RANGE 17 E., ASSUMED TO BE S 89°36'47" E.
3. REFERENCE IS MADE HEREIN TO THAT CERTAIN MEAN HIGH WATER LINE SURVEY PER MAP NUMBER 232, DATED NOVEMBER 6, 1981, AND APPROVED DECEMBER 1, 1981, FOR THE PREPARATION HEREOF.
4. APPROXIMATE FLORIDA WEST ZONE STATE PLANE COORDINATES SHOWN FOR THE POINTS OF BEGINNING ARE SCALED FROM "PALMETTO QUADRANGLE" MAP, 1927 NORTH AMERICAN DATUM.

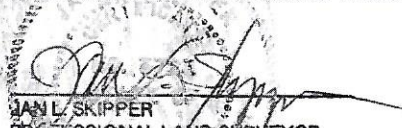
LEGEND

- | | |
|--|-----------------------------|
| ○ - IRON ROD AND CAP - CEC3723, FOUND | U.S. - UNITED STATES |
| ● - IRON ROD FOUND - NO NUMBER | S.R. - STATE ROAD |
| ° - DENOTES ANGLE POINT ONLY, NO CORNER SET OR FOUND | P.O.B. - POINT OF BEGINNING |
| | NO. - NUMBER |

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY, SHEETS 1, 2 AND 3 OF 3 SHEETS, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION. THAT IT IS A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE.

02/05/1990
DATE
(NOT VALID UNLESS EMBOSSED
BY SURVEYOR'S SEAL)


JAN L. SKIPPER
PROFESSIONAL LAND SURVEYOR
FL. REGISTRATION NO. 3723

JOB# 3190-2 DRAWN BY: WLM/TT SCALE: AS SHOWN DATE OF SURVEY: 11/30/1990

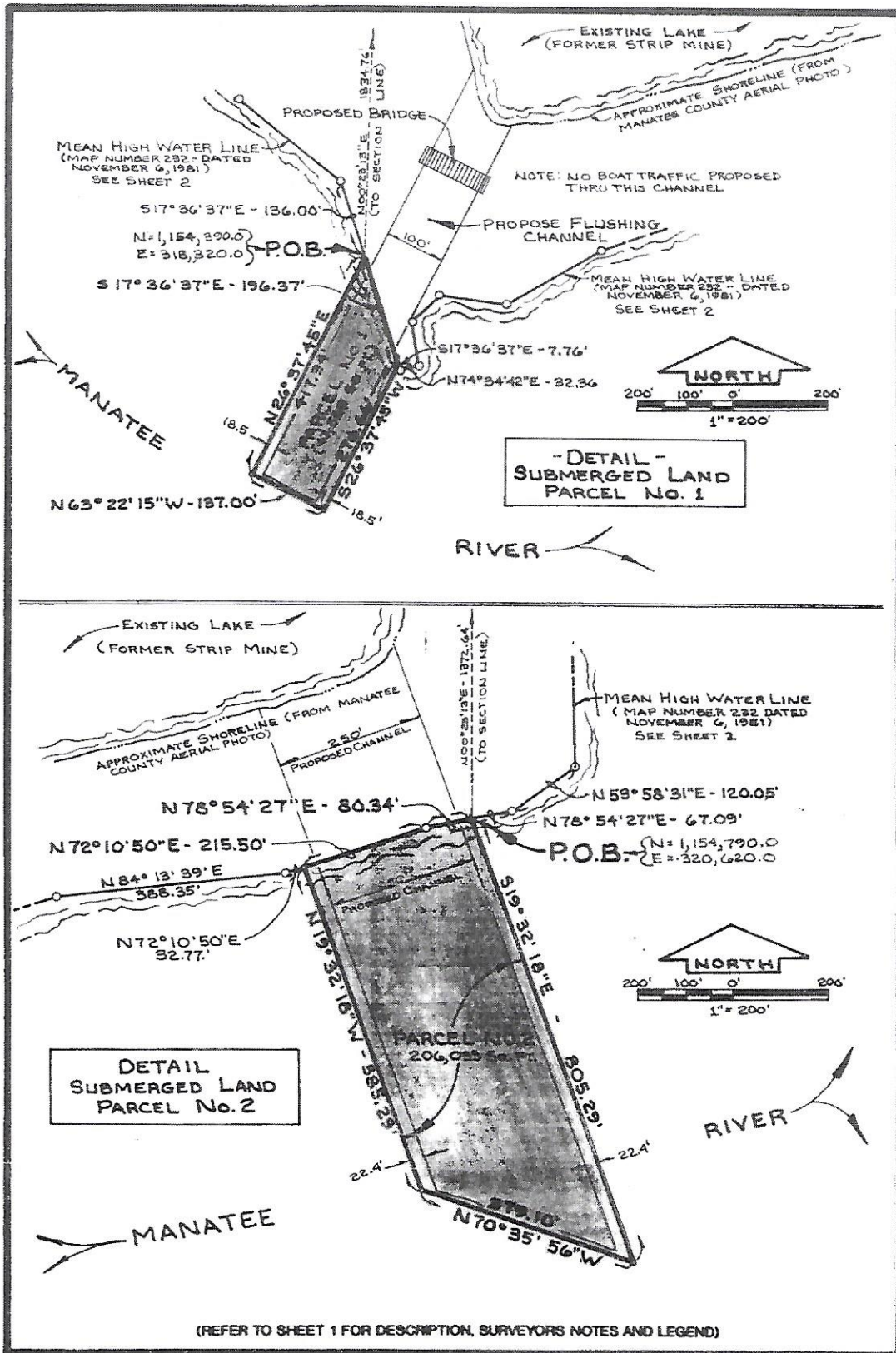


LOMBARDO & SKIPPER, INC.

Consulting Engineers, Surveyors & Planners

P.O. Box 188 • 825 - 4th Street West • Palmetto, Florida 34221 • (813) 722-4561 - 748-0600

SHEET 1 OF 3



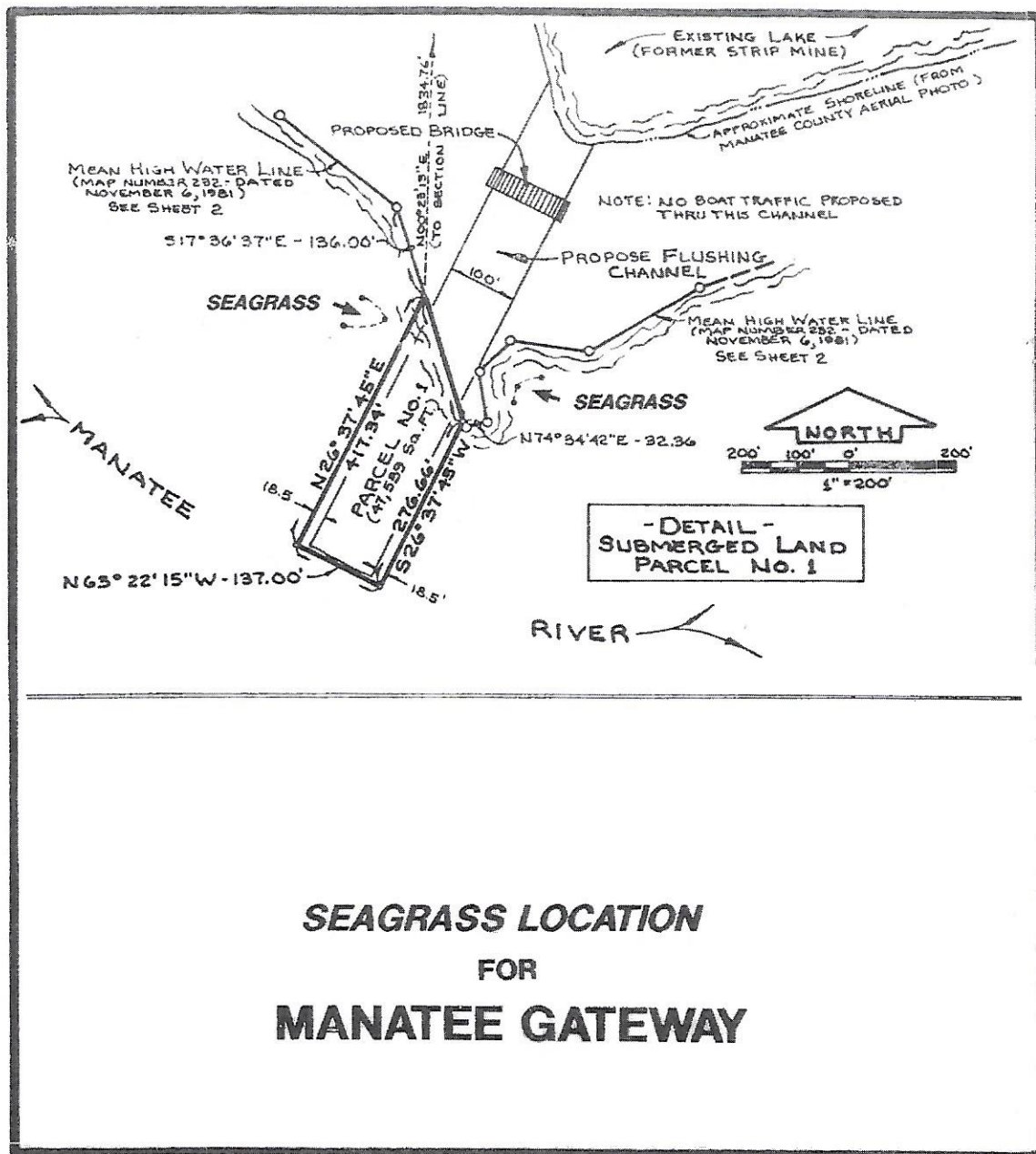
JOB# 3190-2 DRAWN BY: WLM:II SCALE: 1" = 200' DATE OF SURVEY: 11/30/1990



LOMBARDO & SKIPPER, INC.

Consulting Engineers, Surveyors & Planners

P.O. Box 188 • 825 • 4th Street West • Palmetto, Florida 34221 • (813) 722-4561 - 748-0600



JOB# 3120-2 DRAWN BY: WLM II SCALE: 1" = 200' DATE OF SURVEY: 11/30/1990



LOMBARDO & SKIPPER, INC.

Consulting Engineers, Surveyors & Planners

P.O. Box 188 • 825 - 4th Street West • Palmetto, Florida 34221 • (813) 722-4561 - 748-0600

PREPARED BY AND RETURN TO:

Deria Parks, Esquire
GRIMES GOEBEL GRIMES
HAWKINS GLADFELTER & GALVANO, P.L.
1023 Manatee Ave. West
Bradenton, Florida 34205

Parcel I.D.
Grantee T.I.N.
Record \$
D/S \$

**THIS INSTRUMENT HAS BEEN PREPARED WITHOUT
BENEFIT OF TITLE SEARCH OR INSURANCE**

FEE SIMPLE DEED

THIS FEE SIMPLE DEED, is made this 28 day of **December, 2007**, by and between **W.C. Riviera Partners, L.C.**, a Florida limited liability company, (hereinafter the "GRANTOR") whose principal address is 1707 US Highway 301 North, Palmetto, Florida 34221, and **Riviera Dunes Master Association, Inc.**, a Florida corporation not-for-profit, (hereinafter the "GRANTEE") whose principal address is 1409 1st Avenue East, Bradenton, Florida 34208;

(Wherever used herein the terms "Grantor" and "Grantee" shall include all the parties to this instrument and heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH

That the Grantor, in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, released and conveyed to the Grantee, its successors and assigns forever, the following described real property located in Manatee County, Florida, to-wit ("Property"):

SEE EXHIBIT "A" ATTACHED HERETO
TOGETHER WITH EXHIBIT "B" ATTACHED HERETO

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to taxes for the year 2008 which are not yet due and payable, zoning restrictions and prohibitions and other regulations imposed by governmental authorities, easements, reservations and restrictions of record, including, but not limited to, the Master Declaration of Covenants, Conditions, Restrictions and Easements for Riviera Dunes recorded in Official Records Book 1616, Page 4557 of the Public Records of Manatee County, Florida, as amended (collectively the "Declaration").

Grantor is the original Declarant under the Declaration. This conveyance constitutes a bulk transfer to Grantee of all remaining common property owned by the Declarant that is subject to the Declaration. Additionally, except as set forth below, the Grantor hereby assigns, transfers, grants and conveys to the Grantee all rights, powers, duties, responsibilities and obligations of the Declarant under the Declaration, as well as the Declaration of Easements for Riviera Dunes recorded in Official Records Book 1677, Page 1381 of the Public Records of Manatee County, Florida, as amended (the "Declaration of Easements") and pursuant to the Bylaws and the Articles of Incorporation of Riviera Dunes Master Association, Inc. (respectively, the "Bylaws" and the "Articles"):

1. The rights, powers, duties, responsibilities and obligations of the Declarant that are set forth in the following sections of the Declaration shall not be conveyed to the Grantee and are hereby terminated:
 - a. §2.02(a), §2.03, §4.01(c), §4.01(d), §4.02(f), §4.07(d), §4.07(e), §4.07(f), §5.05(a), §5.05(b), §7.01(b), §7.01(e), §8.05, §10.02, §10.03, §11.01, §11.02, §15.09, §15.11, §16.08, and §16.09;
2. The rights, powers, duties, responsibilities and obligations of the Declarant set forth in section 9 of the Declaration of Easements shall not be conveyed to the Grantee and are hereby terminated.
3. The rights, powers, duties, responsibilities and obligations of the Declarant that are set forth in §9.02 of the Declaration are reserved by the Grantor until such time as all docks and boat slips have been assigned to a lot. Once all docks and boat slips have been assigned to a lot, the rights, powers, duties, responsibilities and obligations of the Declarant set forth in §9.02 of the Declaration shall immediately and automatically transfer to the Grantee.

Grantee, by acceptance of this conveyance, hereby expressly accepts all of the Grantor's rights, powers, duties, responsibilities and obligations under the Declaration and the Declaration of Easements assigned, transferred, granted and conveyed herein and further agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the Declaration, the Declaration of Easements, Bylaws and Articles.

Because this conveyance is for the purpose of transferring unencumbered common property from a developer to a property owners association for which no consideration is given as money, assumed debt or intangible interest, it is a gift on which only minimum documentary stamp tax is due.

To have and to hold, the same in fee simple forever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor hereby covenants with the said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

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

Remainder of page intentionally blank. Singatures and notary acknowledgements on following page.

Signed, sealed and delivered in the presence
of:

Print name: W.C. Riviera Partners, L.C.

Print name: W.C. Riviera Partners, L.C.

W.C. Riviera Partners, L.C., a Florida
limited liability company, by its manager,
Riviera Dunes Resorts Management
Company, a Florida corporation

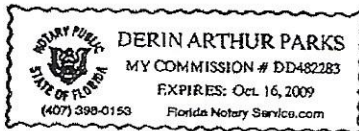
By: Linda J. Svenson

Linda J. Svenson
Its President

Address: 1301 10th St. East, Suite E
Palmetto, FL 34221

STATE OF FLORIDA :
COUNTY OF MANATEE :

The foregoing instrument was acknowledged before me this 28 day of December, 2007, by
Linda J. Svenson, as President of Riviera Dunes Resorts, Inc., a Florida corporation, Manager of W.C.
Riviera Partners, L.C. a Florida limited liability company, on behalf of the company, ☒ who is
personally known to me or ☐ has produced for identification _____.



Notary Public Derin Parks

Printed Signature of Notary

My Commission Expires: _____

L:\riviera dunes\Master Assn documents\Turnover\Deed from Developer to Master Association.doc

EXHIBIT "A"

See Attached.



DESCRIPTION: (ACCESS AND UTILITY EASEMENT)

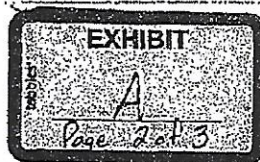
A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA. SAID PARCEL CONTAINING A PORTION OF THAT CERTAIN HABEN/US41 ACCESS AND UTILITY EASEMENT RECORDED IN O.R. BOOK 1677, PAGE 1381 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. ALL BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" OF THE PLAT OF THE NORTHSORE AT RIVIERA DUNES PHASE 1-A, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGE 19, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND RUN SOUTH FOR A DISTANCE OF 98.69 FEET; THENCE S.26°33'54"E. FOR A DISTANCE OF 30.66 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 26°33'54", A CHORD OF 20.22 FEET WHICH BEARS S.13°16'57"E, FOR A DISTANCE OF 20.40 FEET; THENCE SOUTH FOR A DISTANCE OF 232.00 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 90°01'28", A CHORD OF 234.81 FEET WHICH BEARS S.45°00'44"W., FOR A DISTANCE OF 260.82 FEET; THENCE N.89°58'32"W., FOR A DISTANCE OF 549.45 FEET; THENCE N.00°13'04"W., FOR A DISTANCE OF 15.53 FEET; THENCE S.89°46'56"W., FOR A DISTANCE OF 465.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S.44°46'56"W AND A CHORD DISTANCE OF 49.50 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.98 FEET FOR A POINT OF BEGINNING; THENCE S.00°13'04"E., A DISTANCE OF 465.28 FEET; THENCE S.89°46'56"W., A DISTANCE OF 549.56 FEET; THENCE N.00°11'34"W., A DISTANCE OF 60.00 FEET; THENCE N.89°46'56"E., A DISTANCE OF 454.53 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 35.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.98 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.44°46'56"E., A DISTANCE OF 49.50 FEET; THENCE N.00°13'04"W., A DISTANCE OF 400.77 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE EAST, OF WHICH THE RADIUS POINT LIES N.89°34'46"E., A RADIAL DISTANCE OF 462.93 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°41'47", A DISTANCE OF 328.81 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.19°55'40"E., A DISTANCE OF 321.94 FEET; THENCE N.40°16'01"E., A DISTANCE OF 29.82 FEET TO A POINT OF CURVATURE, CONCAVE WEST, HAVING A RADIUS OF 39.25 FEET, AND A CENTRAL ANGLE OF 40°28'45"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.73 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.29°01'39"E., A DISTANCE OF 27.16 FEET; THENCE N.00°12'44"W., A DISTANCE OF 43.71 FEET INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD, SAID POINT ALSO BEING A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE; THROUGH A CENTRAL ANGLE OF 09°10'38", A DISTANCE OF 80.09 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.68°24'55"E A DISTANCE OF 80.00 FEET; THENCE S.21°35'05"E., A DISTANCE OF 30.09 FEET; THENCE S.27°33'57"W., A DISTANCE OF 23.70 FEET TO A POINT ON CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°26'39" A DISTANCE OF 68.05 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.17°30'36"W A DISTANCE OF 66.97 FEET; THENCE S.35°13'55"W. A DISTANCE OF 22.51 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE NORTHWEST, OF WHICH THE RADIUS POINT LIES N.54°46'05"W., A RADIAL DISTANCE OF 98.25 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°02'38", A DISTANCE OF 8.65 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.37°49'14"W., A DISTANCE OF 8.65 FEET; THENCE S.40°16'01"W., A DISTANCE OF 28.66 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE EAST, OF WHICH THE RADIUS POINT LIES S.49°43'27"E., A RADIAL DISTANCE OF 402.93 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°41'47", A DISTANCE OF

Attachment B

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Easement No. (4130-41)



286.20 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.19°55'40"W., A
DISTANCE OF 280.22 FEET; THENCE S.00°13'04"E., A DISTANCE OF 30.70 FEET TO THE POINT OF
BEGINNING.

CONTAINING 2.01 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

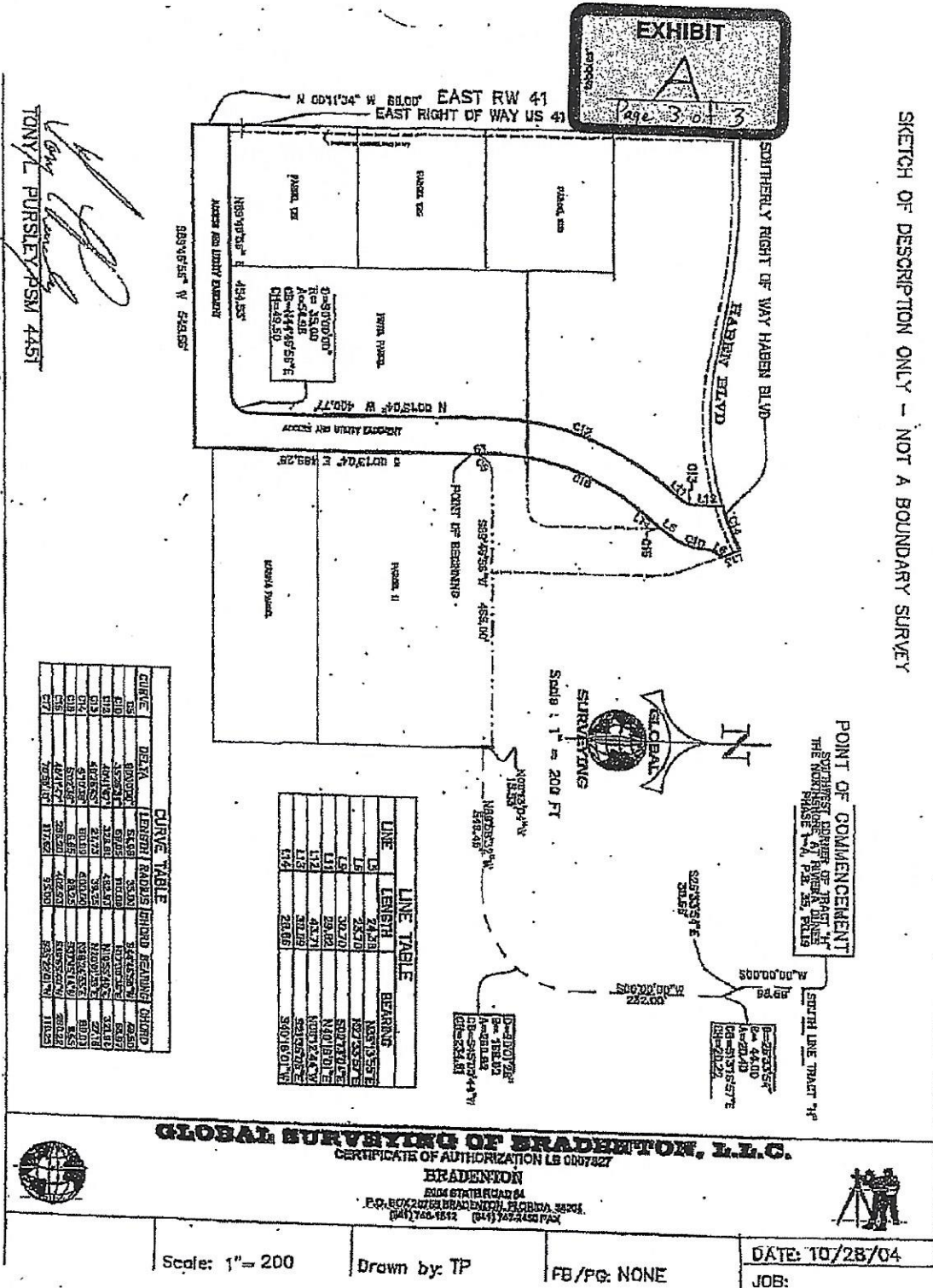


EXHIBIT "B"

See Attached.

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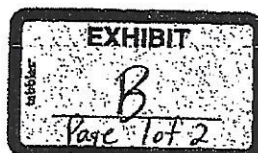
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PAGE 1 OF 2
LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

BEGIN AT THE SOUTHWEST CORNER OF TRACT "H" NORTHSORE AT RIVIERA DUNES PHASE 1-A, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 35, PAGE 19 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH, A DISTANCE OF 98.69 FEET; THENCE S.26°33'54"E., A DISTANCE OF 30.66 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE WEST, OF WHICH THE RADIUS POINT LIES S.63°26'08"W., A RADIAL DISTANCE OF 44.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°33'52", A DISTANCE OF 20.40 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.13°16'56"E., A DISTANCE OF 20.22 FEET; THENCE SOUTH, A DISTANCE OF 232.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE NORTHWEST, OF WHICH THE RADIUS POINT LIES N.89°59'56"W., A RADIAL DISTANCE OF 166.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°01'24", A DISTANCE OF 260.82 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.45°00'46"W., A DISTANCE OF 234.81 FEET; THENCE N.89°58'32"W., A DISTANCE OF 549.40 FEET; THENCE S.00°13'04"E., A DISTANCE OF 209.31 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES N.89°46'56"E., A RADIAL DISTANCE OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°31'03", A DISTANCE OF 204.02 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.46°32'27"E., A DISTANCE OF 182.12 FEET; THENCE S.86°42'01"E., A DISTANCE OF 673.13 FEET; THENCE S.00°22'41"W., A DISTANCE OF 668.02 FEET; THENCE N.89°46'15"W., A DISTANCE OF 777.54 FEET; THENCE S.03°39'59"E., A DISTANCE OF 388.99 FEET; THENCE S.26°37'45"W., A DISTANCE OF 354.70 FEET TO THE INTERSECTION WITH THE MEAN HIGH WATER LINE AS DELINEATED ON APPROVED MEAN HIGH WATER LINE SURVEY (F.D.E.P. FILE NUMBER 0271) DATED OCTOBER 23RD, 1981; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FIVE (5) COURSES; S.17°36'37"E., A DISTANCE OF 162.14 FEET; THENCE N.74°34'42"E., A DISTANCE OF 32.36 FEET; THENCE N.08°24'04"W., A DISTANCE OF 74.34 FEET; THENCE N.44°36'41"E., A DISTANCE OF 64.25 FEET; THENCE S.82°42'58"E., A DISTANCE OF 3.54 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF ISLANDS AT RIVIERA DUNES, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 39, PAGE 111, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINES OF SAID ISLANDS AT RIVIERA DUNES THE FOLLOWING SIX (6) COURSES; N.00°13'04"W., A DISTANCE OF 61.23 FEET; THENCE N.26°37'45"E., A DISTANCE OF 369.31 FEET; THENCE N.78°53'33"E., A DISTANCE OF 595.03 FEET; THENCE N.74°10'33"E., A DISTANCE OF 561.90 FEET; THENCE N.78°36'58"E., A DISTANCE OF 504.77 FEET; THENCE S.19°32'18"E., A DISTANCE OF 339.36 FEET TO THE INTERSECTION WITH SAID APPROVED MEAN HIGH WATER LINE; THENCE ALONG SAID APPROVED MEAN HIGH WATER LINE THE FOLLOWING TWO (2) COURSES; N.72°10'50"E., A DISTANCE OF 193.75 FEET; THENCE N.78°54'27"E., A DISTANCE OF 56.95 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF PENINSULA AT RIVIERA DUNES, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 36, PAGE 143 OF SAID PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES; N.19°32'18"W., A DISTANCE OF 421.72 FEET; THENCE N.00°04'33"E., A DISTANCE OF 935.65 FEET TO THE SOUTHWESTERLY CORNER OF TRACT G, OF SAID NORTHSORE AT RIVIERA DUNES PHASE 1-A SUBDIVISION; THENCE CONTINUE N.00°04'33"E., ALONG THE WEST LINE OF SAID TRACT G, A DISTANCE OF 220.68 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID TRACT H, NORTHSORE AT RIVIERA DUNES PHASE 1-A SUBDIVISION; THENCE N.89°58'32"W. ALONG SAID SOUTH LINE OF TRACT H, A DISTANCE OF 1,308.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,163,737 SQUARE FEET OR 49.67 ACRES, MORE OR LESS.
SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.



Nov. 27. 2007 10:10AM

No. 6326 P. 3

