

**This document prepared by:**

Caleb J. Grimes, Esquire  
Grimes Goebel Grimes Hawkins  
& Gladfelter, P.A.  
P.O. Drawer 1550  
Bradenton, Florida 34206  
(941) 748-0151  
Parcel ID #: \_\_\_\_\_

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, is made this 12 day of October, 2000, by and between W.C. Riviera Partners, L.C., a Florida limited liability company, ("Grantor"), whose address is 590 Haben Blvd., Palmetto, Florida 34221, and Riviera Dunes Land Asset Holdings, Inc., a Florida corporation, whose post office address is 6699 90<sup>th</sup> Avenue North, Pinellas Park, Florida 33782 ("Grantee").

**W I T N E S S E T H**

That the Grantor, in consideration of the sum of Ten Dollars and other valuable consideration paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, real property in Manatee County, Florida:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF ("Property").**

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

**Together with** a permanent, terminable, non-exclusive easement over, across and upon the real property legally described and depicted on **Exhibit "A-1"** attached hereto and incorporated herein (hereinafter the **"60' Access and Utility Easement"**). The 60' Access and Utility Easement is appurtenant to and granted for the benefit of the Property and shall be used for pedestrian and vehicular ingress and egress, and for the construction, installation, maintenance, use, repair, and replacement of utility facilities from that portion of the Property on the easterly border of the 60' Access and Utility Easement to the East right of way of State Road 55 (U.S. 41 and U.S. Highway 301), Manatee County, Florida. No roadway or structures shall be built or placed by Grantee on any portion of the 60' Access and Utility Easement unless first approved by Grantor. Grantor hereby specifically reserves the right to assign or grant rights to use any portion or all of the 60' Access and Utility Easement to any one or more persons, firm, corporation or governmental entity.

Grantee recognizes that no roadway facilities are constructed within the 60' Access and Utility Easement area to date, and that Grantee's use of such easement shall not, however, interfere with future construction of a roadway and related facilities thereon.

The 60' Access and Utility Easement shall automatically terminate upon the platting of the land encumbered by the 60' Access and Utility Easement and the dedication to The City of Palmetto

of the 60' Access and Utility Easement or other transfer of title to the 60' Access and Utility Easement to The City of Palmetto for a public right-of-way.

Although not necessary to effect the automatic termination of the 60' Access and Utility Easement, at the request of Grantor (or Grantor's successor in title), Grantee (or Grantee's successor in title) shall, upon satisfaction of the above stated conditions to automatic termination as set forth for the 60' Access and Utility Easement, join in any such plat and in the dedication to The City of Palmetto, and cause its mortgagee, if any, to do the same.

**Grantor hereby expressly reserves** unto itself, its heirs, successors, and assigns, the right to create and convey certain permanent, perpetual non-exclusive easements over, across and upon the Property as follows:

- (1) A permanent, perpetual easement over, across and upon the southern one-half of that 20' Drainage Easement running east and west parallel to the east half of the northern boundary of the Property, as legally described and depicted on Exhibit "A-2" attached hereto and made a part hereof (hereinafter the **"20' Drainage Easement"**). The Grantor reserves the right to assign, transfer and convey the 20' Drainage Easement to its successor developer or the Riviera Dunes Master Association, Inc., a Florida not-for-profit corporation ("Master Association"), for uses of drainage and for the purposes set forth herein.
- (2) A permanent, perpetual easement over, across and upon the Property for the purpose of furnishing ingress and egress for pedestrian and vehicular traffic, and for the construction, installation, maintenance, use, repair, and replacement of drainage facilities and utility facilities from the approximate center of the northern boundary of the Property to a "Flushing Channel" at the southeastern boundary of the property, as legally described and depicted on Exhibit "A-3" attached hereto and made a part hereof (hereinafter the **"Ingress-Egress Easement"**). The Grantor reserves the right to increase the width of the Ingress-Egress Easement as may be required for the construction of a bridge at the southern boundary of the Ingress-Egress Easement, provided same does not unreasonably interfere with Grantee's use of the Property. The Grantor reserves the right to dedicate an easement for the installation, maintenance and repair of utilities over the Ingress-Egress Easement to the City of Palmetto, and the right to assign, transfer and convey the Ingress-Egress Easement to its successor developer, the landowner of the property served in the development of Riviera Dunes, or the Master Association, for the uses and purposes set forth herein. The Grantor hereby specifically reserves, for itself and its successors and assigns, the right to relocate the Ingress-Egress Easement in Grantor's sole discretion, provided that such relocation occurs prior to any roadway being constructed within said easement and further provided that all costs of any such relocation shall be borne by Grantor, or, its successors or assigns, as applicable, and such relocation does not interfere with Grantee's development or use of the Property.

- (3) A 15' Utility, Drainage and Landscaping Easement (hereinafter the **"15' Easement"**) over, across and upon the westerly boundary of the Property running parallel to State Road 55 (U.S. Highway 41 and U.S. Highway 301) for the benefit of the Grantor and the Master Association. The 15' Easement shall be used for pedestrian ingress and egress for purposes of construction, installation, maintenance, use, repair, and replacement of utility facilities and/or drainage facilities, and for general landscaping uses. Upon Grantor's creation of the said 15' Easement, Grantor shall have the right to assign, transfer and convey, or grant rights to use any portion or all of the 15' Easement to any one or more persons, firm, corporation or governmental entity, including but not limited to its successor developer or the Master Association.
- (4) An easement over the east 15' of the Property for the purpose of maintenance of the seawall and or rip-rap defining the edge of the harbor immediately east of the Property (hereinafter the **"Harbor Maintenance Easement"**). Grantor shall have the right to assign, transfer and convey, or grant rights to use any portion or all of this Harbor Maintenance Easement to any one or more persons, firm, corporation or governmental entity, including but not limited to its successor developer or the Master Association.
- (5) One or more utility easements as may be required for the development of Riviera Dunes, specifically including without limitation, easements to a cable television provider to be selected in the discretion of Grantor, or its successors and assigns, provided however, that any such easements created shall not unreasonably interfere with Grantee's development or use of the Property.
- (6) The easements reserved herein are, in part, fundamental components of the proposed surface water/stormwater management system within the project known as Riviera Dunes and are reserved for the purposes of construction of stormwater drainage facilities therein, use of such facilities for stormwater drainage, and ingress and egress for access to and from such facilities for the purposes of construction and maintenance of surface and underground drainage.

By acceptance of this deed, Grantee agrees to join in and consent to a plat or plats that cover the Property and/or the 60' Access and Utility Easement and the 20' Drainage Easement, including any subsequent amendments or re-plats as applicable. Grantee will join in and consent to permit applications, rezoning, site plan amendments or other applications for governmental approvals proposed for Riviera Dunes or any portion thereof (to the extent required by virtue of Grantee's interest in the Land) provided same does not unreasonably interfere with Grantee's use of the Property. Further, Grantee and Grantee's successors or assigns (as applicable) will cause its mortgagees (if any) to join in and consent to any above referenced Plat and any amendments thereto. In the event Grantee's consent or joinder is required and is not received in the appropriate written form within ten (10) days after receipt of such request, Grantee hereby appoints Grantor (or its assigns, at Grantor's discretion) as Grantee's attorney-in-fact for purposes of preparing, executing

and filing such documents. Further, Grantee will not object to Grantor's filing of various applications for the development of Riviera Dunes.

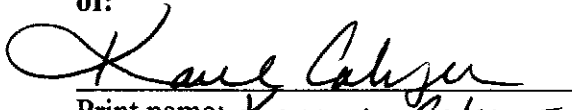
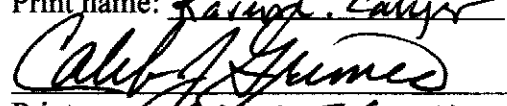
The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor does hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

This conveyance is subject to taxes for the year 2000 and subsequent years, zoning and other prohibitions and regulations imposed by governmental authorities, and the additional matters set forth on **Exhibit "B"** attached hereto.

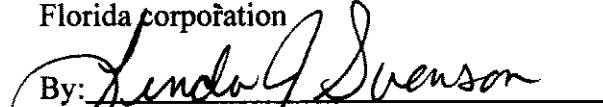
The easements, restrictions and agreements hereunder shall run with the land and be binding upon Grantee and Grantor, their agents, successors and assigns, and are enforceable by Grantor or its successor developer.

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

Signed, sealed and delivered in the presence of:

  
 Print name: Karen L. Calyer  
  
 Print name: CALEB J. GRIMES


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

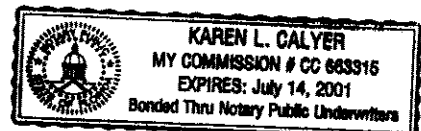
By:   
 Linda J. Svenson  
 as its: President

STATE OF FLORIDA )  
 COUNTY OF MANATEE )

The foregoing instrument was acknowledged before me this 12 day of October, 2000, by Linda J. Svenson, the President of Riviera Dunes Resorts Management Company, a Florida corporation as the manager of W.C. Riviera Partners, L.C., a Florida limited liability company, on behalf of the limited liability company, ✓ who is personally known to me or        who has produced        as identification.

My commission expires:

  
 Notary Public  
Karen L. Calyer  
 (Printed Name of Notary)



## EXHIBIT A LEGAL DESCRIPTION

### Parcel 1:

Commence at the Southwest Corner of Tract "H" of the plat of the Northshore 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 S26°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 S13°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 S45°00'44"W, for a distance of 260.82 feet; thence N89°58'32"W for a distance of 549.45 feet; thence S00°13'04"E for a distance of 454.75 feet to the Point of Beginning; thence S03°37'07"E for a distance of 715.16 feet; thence S28°37'45"W for a distance of 357.03 feet to the North Mean High Water Line of the Manatee River, as it was delineated on the APPROVED Mean High Water Line Survey (State of Florida Department of Environmental Protection File #0271), on October 23, 1981; thence, along the said Mean High Water Line, the following Four (4) courses; N17°36'37"W for a distance of 170.83 feet; N51°10'58"W for a distance of 219.44 feet; N85°57'54"W for a distance of 421.16 feet; S70°12'06"W for a distance of 106.90 feet; thence, leaving said Mean High Water Line, N84°58'29"W for a distance of 145.67 feet; thence N40°44'44"W for a distance of 143.01 feet to the East right of way of State Road 55 (U.S. Highway 41 and U.S. Highway 301); thence, along said East right of way, N00°11'35"W for a distance of 393.23 feet; thence, leaving said East right of way, N89°46'56"E for a distance of 549.56 feet; thence N00°13'04"W for a distance of 30.00 feet; thence N89°46'56"E for a distance of 500.00 feet to the Point of Beginning, being and lying in Section 24, Township 34 South, Range 17 East, Manatee County, Florida.

Contains 16.489 acres, more or less.

### Parcel 2:

Together with a non-exclusive easement for ingress, egress and utilities over the following described land:

Commence at the Southwest Corner of Tract "H" of the plat of the Northshore 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 S26°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 S13°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 S45°00'44"W, for a distance of 260.82 feet; thence N89°58'32"W for a distance of 549.45 feet; thence S00°13'04"E for a distance of 454.75 feet; thence S89°46'56"W for a distance of 500.00 feet to the Point of Beginning; thence S00°13'04"E for a distance of 30.00 feet; thence S89°46'56"W for a distance of 549.56 feet to the East right of way of State Road 55 (U.S. Highway 41 and U.S. Highway 301); thence, along said East right of way, N00°11'35"W for a distance of 60.00 feet; thence, leaving said East right of way, N89°46'56"E for a distance of 549.53 feet; thence S00°13'04"E for a distance of 30.00 feet to the Point of Beginning, being and lying in Section 24, Township 34 South, Range 17 East, Manatee County, Florida.

The above described Parcel contains 32,973 square feet, more or less.

TOGETHER WITH A 60' ACCESS AND UTILITY EASEMENT AS DESCRIBED IN EXHIBIT A-1; SUBJECT TO A 20' DRAINAGE EASEMENT AS DESCRIBED IN EXHIBIT A-2; SUBJECT TO AN INGRESS-EGRESS EASEMENT AS DESCRIBED IN EXHIBIT A-3; SUBJECT TO A HARBOR MAINTENANCE EASEMENT AS CREATED IN THIS DEED; AND SUBJECT TO OTHER EASEMENTS CREATED IN THIS DEED AND GRANTOR'S RESERVATION OF RIGHTS TO CREATE CERTAIN EASEMENTS AS DESCRIBED IN THIS DEED. ALL EXHIBITS ARE ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

## EXHIBIT A - 1

BK 1652 PG 2370 6 of 14

July 26, 2000  
Revised August 31, 2000

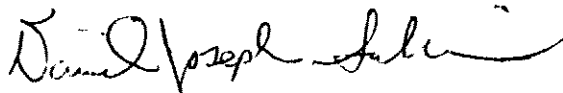
Project #S-RD(13-14)72  
Parcel 13-14 Access/Utility Easement Description

### Description:

Commence at the Southwest Corner of Tract "H" of the plat of the Northshore 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 S26°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 S13°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 S45°00'44"W, for a distance of 260.82 feet; thence N89°58'32"W for a distance of 549.45 feet; thence S00°13'04"E for a distance of 454.75 feet; thence S89°46'56"W for a distance of 500.00 feet to the Point of Beginning; thence S00°13'04"E for a distance of 30.00 feet; thence S89°46'56"W for a distance of 549.56 feet to the East right of way of State Road 55 (U.S. Highway 41 and U.S. Highway 301); thence, along said East right of way, N00°11'35"W for a distance of 60.00 feet; thence, leaving said East right of way, N89°46'56"E for a distance of 549.53 feet; thence S00°13'04"E for a distance of 30.00 feet to the Point of Beginning, being and lying in Section 24, Township 34 South, Range 17 East, Manatee County, Florida.

The above described Parcel contains 32,973 square feet, more or less.

Prepared by Red Man Consultants, Inc.  
308 East 7th Avenue  
Tampa, FL 33602



Daniel Joseph Sullivan  
Florida P.S.M. No. 5640

200 0 200



Scale 1" = 200'

**BASIS OF BEARING**

BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY OF 3RD STREET EAST WHICH IS ASSUMED TO BEAR S89°58'32"E

**POINT OF COMMENCEMENT**

SCIR SOUTHWEST CORNER OF TRACT "H"

Number	C6	C7
Delta'	26°33'54"	90°01'28"
Radius'	44.00'	166.00'
Chord'	20.22'	234.81'
Chord Bearing	S13°16'57"E	S45°00'44"W
Arc'	20.40'	260.82'

NORTH RIGHT OF WAY OF 3rd STREET EAST

N89°58'32"W

3rd STREET EAST

S89°58'32"E

S00°01'28"W

112.83'

S89°58'32"E

SOUTH 98.69'

S26°33'54"E

30.66'

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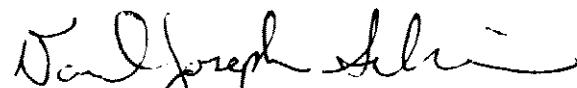
Project #S-RD(13-14)74  
Parcel 13-14 Drainage Easement Description

**Description:**

Commence at the Southwest Corner of Tract "H" of the plat of the Northshore 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 S26°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 S13°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 S45°00'44"W, for a distance of 260.82 feet; thence N89°58'32"W for a distance of 549.45 feet; thence S00°13'04"E for a distance of 444.75 feet to the Point of Beginning; thence, continuing S00°13'04"E for a distance of 10.00 feet; thence S03°37'07"E for a distance of 10.02 feet; thence S89°46'56"W for a distance of 500.59 feet; thence N00°13'04"W for a distance of 20.00 feet; thence N89°46'56"E for a distance of 500.00 feet to the Point of Beginning, being and lying in Section 24, Township 34 South, Range 17 East, Manatee County, Florida.

The above described Parcel contains 10,003 square feet, more or less.

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308 East 7th Avenue  
Tampa, FL 33602



Daniel Joseph Sullivan  
Florida P.S.M. No. 5640



200 0 200



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**BASIS OF BEARING**

BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY OF 3RD STREET EAST WHICH IS ASSUMED TO BEAR S89°58'32"E

**POINT OF COMMENCEMENT**

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Arc'	20.40'	260.82'

NORTH RIGHT OF WAY OF 3rd STREET EAST

N89°58'32"W

3rd STREET EAST

S89°58'32"E

S00°01'28"W 112.83'

S89°58'32"E

TRACT "H" OF THE NORTHSHORE AT RIVIERA DUNES PHASE 1-A

SOUTH 98.69'

S26°33'54"E 30.66'

C6

SOUTH 232.00'

C7

N89°58'32"W 549.45'

COMMERCIAL AREA

S00°13'04"E 444.75'

POINT OF BEGINNING

U.S. 41  
130' RIGHT OF WAY  
N00°11'35"W 393.23'

N89°46'56"E 549.56'

L4

L5

L1

N00°13'04"W 30.00'

20' DRAINAGE EASEMENT

PARCEL 13

PARCEL 14

S03°37'07"E 715.16'

INGRESS EGRESS EASEMENT

N40°44'44"W 143.01'

N64°58'29"W 145.67'

S70°12'06"W 106.90'

10' CONSERVATION EASEMENT

N65°57'54"W 421.16'

N51°10'58"W 219.44'

N17°36'37"W 170.83'

S26°37'45"W 357.03'

PARCEL 7

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	S00°13'04"E	10.00'
L2	S03°37'07"E	10.02'
L3	S89°46'56"W	500.59'
L4	N00°13'04"W	20.00'
L5	N89°46'56"E	500.00'

THIS IS NOT A BOUNDARY SURVEY

REVISED: 08-31-00

PROJ. NO. RD(13-14)74

DRAWN BY: AN

CHECKED BY: RJC

DATE: 07-26-2000

RED MAN CONSULTANTS, INC.

308 E. SEVENTH AVE., TAMPA, FLORIDA

PHONE (813) 229-8015

FAX (813) 223-1397

PREPARED FOR:

HSA ENGINEERS AND SCIENTISTS

TITLE:

DESCRIPTION SKETCH OF 20' DRAINAGE EASEMENT

P13-20DN.DWG

SHEET

2 of 2

## EXHIBIT A - 3

BK 1652 PG 2374 10 of 14

July 27, 2000  
Revised August 31, 2000

Project #S-RD(13-14)75  
Parcel 13-14 Ingress-Egress Easement Description

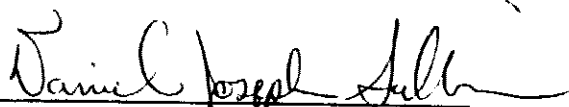
### Description:

Commence at the Southwest Corner of Tract "H" of the plat of the Northshore 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 S26°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 S13°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 S45°00'44"W, for a distance of 260.82 feet; thence N89°58'32"W for a distance of 549.45 feet; thence S00°13'04"E for a distance of 454.75 feet; thence S03°37'07"E for a distance of 715.16 feet; thence S26°37'45"W for a distance of 115.72 feet to the Point of Beginning; thence, continuing S26°37'45"W for a distance of 40.00 feet; thence N63°22'15"W for a distance of 11.16 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 90.00 feet, a central angle of 39°01'47", a chord of 60.13 feet which bears N43°51'21"W, for a distance of 61.31 feet; thence N24°20'28"W for a distance of 210.19 feet to the start of a tangent curve to the left; thence, along the arc of said curve to the left, having a radius of 175.00 feet, a central angle of 28°30'22", a chord of 86.17 feet which bears N38°35'39"W, for a distance of 87.07 feet; thence N52°50'50"W for a distance of 133.07 feet to the start of a tangent curve to the left; thence, along the arc of said curve to the left, having a radius of 175.00 feet, a central angle of 13°07'04", a chord of 39.98 feet which bears N59°24'22"W, for a distance of 40.07 feet; thence N65°57'54"W for a distance of 71.99 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 230.00 feet, a central angle of 65°44'50", a chord of 249.68 feet which bears N33°05'29"W, for a distance of 263.93 feet; thence N00°13'04"W for a distance of 174.37 feet; thence N89°46'56"E for a distance of 60.00 feet; thence S00°13'04"E for a distance of 185.34 feet to the start of a tangent curve to the left; thence, along the arc of said curve to the left, having a radius of 170.00 feet, a central angle of 65°44'50", a chord of 184.55 feet which bears S33°05'29"E, for a distance of 195.08 feet; thence S65°57'54"E for a distance of 67.48 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 225.00 feet, a central angle of 13°07'04", a chord of 51.40 feet which bears S59°24'22"E, for a distance of 51.51 feet; thence S52°50'50"E for a distance of 133.07 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 225.00 feet, a central angle of 28°30'22", a chord of 110.79 feet which bears S38°35'39"E, for a distance of 111.94 feet; thence S24°20'28"E for a distance of 227.84 feet to the start of a tangent curve to the left; thence, along the arc of said curve to the left, having a

radius of 35.00 feet, a central angle of  $39^{\circ}01'47''$ , a chord of 23.38 feet which bears  $S43^{\circ}51'21''E$ , for a distance of 23.84 feet; thence  $S63^{\circ}22'15''E$  for a distance of 0.59 feet to the Point of Beginning, being and lying in Section 24, Township 34 South, Range 17 East, Manatee County, Florida.

The above described Parcel contains 1.234 acres, more or less.

Prepared by:  
Red Man Consultants, Inc.  
308 East 7th Avenue  
Tampa, FL 33602



Daniel Joseph Sullivan  
Florida P.S.M. No. 5640

BK 1652 PG 2375 11 of 14

200 0 200



Scale 1" = 200'

**BASIS OF BEARING**

BEARINGS ARE BASED ON THE  
NORTH RIGHT OF WAY OF 3RD  
STREET EAST WHICH IS  
ASSUMED TO BEAR S89°58'32"E

**POINT OF COMMENCEMENT**

SCIR SOUTHWEST  
CORNER OF TRACT "H"

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	S26°37'45"W	40.00'
L2	N63°22'15"W	11.16'
L3	N24°20'28"W	210.19'
L4	N52°50'50"W	133.07'
L5	N65°57'54"W	71.99'
L6	N00°13'04"W	174.37'
L7	N89°46'56"E	60.00'
L8	S00°13'04"E	185.34'
L9	S85°57'54"E	67.48'
L10	S52°50'50"E	133.07'
L11	S24°20'28"E	227.84'
L12	S63°22'15"E	0.69'

Number	C9	C10
Delta	26°33'54"	90°01'28"
Radius	44.00'	166.00'
Chord	20.22'	234.81'
Chord Bearing	S13°16'57"E	S45°00'44"W
Arc	20.40'	260.82'

NORTH RIGHT OF WAY  
OF 3rd STREET EAST

S89°58'32"E  
3rd STREET EAST  
S89°58'32"E  
S00°01'28"W  
112.83'  
S89°58'32"E

TRACT "H" OF THE  
NORTHSHORE AT RIVIERA  
DUNES PHASE 1-A

SOUTH 98.69'

S26°33'54"E

30.66'

N89°58'32"W 549.45'

SOUTH 232.00'

S00°13'04"E  
454.75'

N89°46'56"E 500.00'

COMMERCIAL  
AREA

N89°46'56"E 549.56'

L7

N00°13'04"W 30.00'

PARCEL  
13PARCEL  
14

INGRESS EGRESS EASEMENT

10' CONSERVATION EASEMENT

S03°37'07"E 715.16'

PARCEL  
7

POINT OF BEGINNING

**CURVE TABLE**

NUMBER	Delta	Radius	Chord	Chord Bearing	Arc
C1	39°01'47"	90.00	60.13	N43°51'21"W	61.31
C2	28°30'22"	175.00	86.17	N38°35'39"W	87.07
C3	13°07'04"	175.00	39.98	N59°24'22"W	40.07
C4	65°44'50"	230.00	249.88	N33°05'29"W	263.93
C5	65°44'50"	170.00	184.66	S33°05'29"E	195.08
C6	13°07'04"	225.00	51.40	S59°24'22"E	51.51
C7	28°30'22"	225.00	110.79	S38°35'39"E	111.94
C8	39°01'47"	35.00	23.38	S43°51'21"E	23.84

REMOVED: 08-31-00

PROJ. NO. RD(13-14)75

DRAWN BY: AN

CHECKED BY: RJC

DATE: 07-26-2000

RED MAN CONSULTANTS, INC.

308 E. SEVENTH AVE., TAMPA, FLORIDA

PHONE (813) 229-8016

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PREPARED FOR:

HSA ENGINEERS  
AND SCIENTISTS

TITLE: DESCRIPTION SKETCH  
OF INGRESS AND  
EGRESS EASEMENT

P13-IEAS.DWG

SHEET

3 OF 3

THIS IS NOT A BOUNDARY SURVEY

BK 1652 PG 2376 12 of 14

**EXHIBIT B**  
**PERMITTED EXCEPTIONS**

1. Real estate taxes for the year 2000 and subsequent years.
2. Matters contained in the City of Palmetto Land Development Code, zoning ordinances affecting the Land, and other applicable governmental laws, ordinances, rules and regulations, including but not limited to the Riviera Dunes DRI Development Order.
3. Notice of the Execution of a Preliminary Development Agreement by RIVIERA DUNES RESORTS, INC., a Florida corporation recorded in Official Record Book 1550, Page 7305 and Official Record Book 1588, Page 3872, and Notice of the Modification of a Development Order recorded in Official Record Book 1647, Page 917, of the Public Records of Manatee County, Florida..
4. Agreement by and between Manatee Gateway I and the State of Florida Department of Environmental Regulation recorded in Official Records Book 1373, Page 2844, of the Public Records of Manatee County, Florida.
5. Terms, provisions and conditions set forth in Sovereign Submerged Lands Easement granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to Manatee Gateway I, a Joint Venture, a Florida general partnership, recorded in Official Records Book 1378, Page 1557; assigned to Riviera Dunes Resorts, Inc., by Assignment recorded in Official Records Book 1608, Page 2309 and Assignment to W.C. Riviera Partners, L.C. recorded in Official Records Book 1641, Page 2860, all of the Public Records of Manatee County, Florida.
6. Access, drainage, and utility easements, including an easement to a cable television provider, recorded or to be recorded by Grantor in order to serve the Property or the balance of Riviera Dunes.
7. Conservation Easement set forth in Deed of Conservation Easement dated December 20, 1991, granted by Manatee Gateway I, a Joint Venture, a Florida general partnership to the State of Florida, Board of Trustees of the Internal Improvement Trust Fund, recorded in Official Record Book 1368, Page 1392, of the Public Records of Manatee County, Florida.
8. 10' Conservation Easement dated October 6, 2000, granted by W.C. Riviera Partners, L.C., a Florida limited liability company to the State of Florida, Board of Trustees of the Internal Improvement Trust Fund, recorded in Official Record Book 1651, Page 5979, of the Public Records of Manatee County, Florida.
9. Restrictions, reservations and easements contained in this Deed.

10. Reservations in favor of State of Florida Board of Trustees of the Internal Improvement Trust Fund as contained in Quit-Claim Deed dated January 6, 1975 and recorded in Official Record Book 705, Page 70, of the Public Records of Manatee County, Florida.
11. Any and all residual royalty rights of Coastal Petroleum Company, or its assigns, resulting from any agreements with the Trustees of the Internal Improvement Trust Fund of Florida, which does not include the right of entry for exploration, mining or drilling.
12. Any portions of the Property herein described comprising artificially filled land in what was formerly navigable water, are subject to any and all rights of the United States government arising by reason of the United States government's control over navigable waters in the interest of navigation and commerce.
13. Rights of the City of Palmetto or other party (if any) re: a billboard located on the Property just east of U.S. 41.
14. Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in the Declaration recorded November 24, 1999, in Official Records Book 1616, Page 4557, of the Public Records of Manatee County, Florida, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant(s): (a) is except under Chapter 42, Section 3607 of the United States; or (b) relates to handicap, but does not discriminate against handicapped persons.