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Rec. \$69.50

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2017156839 8 PG(S)
December 21, 2017 01:55:04 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

✓ Prepared by and return to:
Patrick W. Ryskamp, Esq.
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800



OPTION AGREEMENT

This Option Agreement (this "Agreement") is made this 21st day of December 2017, by and between **MANASOTA BEACH RANGLANDS, LLLP**, a Florida limited liability limited partnership ("Manasota"), and **SARASOTA COUNTY**, a charter county and political subdivision of the State of Florida (the "County").

RECITALS:

A. Manasota is the owner of that certain property located in Sarasota County, Florida, more particularly described in Exhibit "A" attached hereto (the "Facility Site").

B. The Facility Site is to be developed as a Spring Training facility (the "Facility") for the Atlanta Braves, a Major League Baseball franchise owned and operated by ANLBC, pursuant to a Development Agreement dated September 19, 2017, between Manasota, ANLBC, and other parties (the "Development Agreement").

C. The Facility is to be owned by the County and operated by ANLBC pursuant to a Facility Operating Agreement dated May 23, 2017, between the County and ANLBC (the "Facility Operating Agreement").

D. Pursuant to the Development Agreement, the Facility Site will be conveyed to West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, as amended (the "District") for the development of the Facility and upon completion of the construction of the Facility, the Facility Site will be conveyed to the County.

E. The Development Agreement provides that at the expiration of the Term (as defined in the Facility Operating Agreement), or at the expiration of the Extension Term (as defined in the Facility Operating Agreement), if applicable, Manasota will have a one-year option to purchase the Facility Site from the County for a nominal fee.

F. Manasota and the County now desire to enter into this Agreement to set the precise terms and conditions of Manasota's option to purchase the Facility Site from the County, and the conveyance of the Facility Site to the County will be subject to the terms and conditions of the option as set forth in this Agreement.

Now, therefore, in consideration \$10.00, other valuable consideration, and the consideration stated in Paragraph 2.A below, the County does hereby grant to Manasota the sole and exclusive option, irrevocable within the time provided for exercise, to purchase the Facility Site on the following terms and conditions:

1. Recitals. The foregoing recitals are true and are incorporated into this Agreement.

2. Purchase Option. At the expiration of the Term (as defined in the Facility Operating Agreement), or at the expiration of the Extension Term (as defined in the Facility Operating Agreement), if applicable, and provided Manasota and the County have not entered into a new agreement for the County's continued use of the Facility in connection with a major league baseball team's regular annual training period during winter and early spring ("Spring Training") following the expiration of the Term (as defined in the Facility Operating Agreement), Manasota will have an exclusive option to purchase the Facility Site for a period of one year from the expiration of the Term (as defined in the Facility Operating Agreement), or the expiration of the Extension Term (as defined in the Facility Operating Agreement), if applicable (the "Purchase Option"). In the event Manasota and the County enter into a new agreement prior to the expiration of the Term for the County's continued use of the Facility for Spring Training (the "Agreement for Continued Use"), the commencement date for the Purchase Option will be extended to the date that the County no longer uses the Facility for Spring Training pursuant to the Agreement for Continued Use and will continue for a period of one year from such commencement date of the Purchase Option. The Purchase Option will be in accordance with the following terms and conditions:

A. Option Consideration. As consideration for the Purchase Option, Manasota has paid to the County \$100, receipt of which is acknowledged by the County.

B. Exercise of Option. The Purchase Option must be exercised, if at all, by delivery of written notice from Manasota to the County of such exercise. If the Purchase Option is not exercised within the one year period from the commencement date of the Purchase Option, the Purchase Option will thereupon terminate and be of no further effect. In the event of such termination, upon request from the County, Manasota will deliver a recordable termination of the Purchase Option in a form acceptable to the Office of the County Attorney and at no cost to the County. In the event the Purchase Option is properly exercised, as set forth herein, then the County will sell to Manasota, and Manasota will purchase from the County, the Facility Site on the terms and conditions set forth herein.

C. Price. If the Purchase Option is exercised, as provided herein, then the total Purchase Price for the Facility Site is \$100.

D. Closing. The sale and purchase of the Facility Site will be closed on the first day of the month following the notice of closing. At closing, the County will execute and deliver to Manasota a recordable County Deed pursuant to Section 125,411, Florida Statutes, or such applicable statutory form in effect at the time, conveying title of the Facility Site to Manasota, subject only to governmental regulations; easements, restrictions, and reservations of record; and real estate taxes for the year of closing and subsequent years. Manasota will take full possession of the Facility Site upon closing.

E. Closing Costs. Manasota will pay all expenses on the transfer of title to the Facility Site, including, but not limited to, the cost of the documentary tax on the deed, the cost of the title insurance (if obtained), all taxes due on any mortgage, and recording costs of the deed and mortgage. Each party will be responsible for paying their own attorney's fees.

F. Default under Purchase Option. In the event of a default by either party, the other party will be entitled to any remedies available under Florida law, including not limited to specific performance. In any litigation arising out of this Agreement or the transaction to which this Agreement relates, the prevailing party will be entitled to recover reasonable attorney's fees and court costs for both original and appellate proceedings. Venue will be in Sarasota County.

3. Successors and Assigns. Manasota and the County hereby acknowledge and agree that neither party will have the right to assign this Agreement without the written consent of both parties. It is mutually understood and specifically agreed that this Agreement is binding upon the respective heirs, successors, administrators, executors and assigns of the parties hereto.

4. Modification. This Agreement may only be amended, altered, or revoked upon the mutual written agreement of the parties executed with each signature notarized by a notary public. No act of either party or by both parties, including, but not limited to, their marriage, a gift or transfer of property, will be deemed an amendment, revocation, or abandonment of this Agreement.

5. Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of Florida.

6. Execution. This Agreement may be executed in any number of counterparts, each of which will constitute one and the same instrument.

[Signatures on following pages]

In Witness Whereof, the parties have executed this Agreement on the date indicated above.

WITNESSES:

MANASOTA BEACH RANCLANDS, LLLP

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

Debbie Zimmerman
Signature of Witness
Debbie Zimmerman
Print Name of Witness

By: Paul Erhardt
Name: Paul Erhardt
Its: Vice President

Patrick Ryskamp
Signature of Witness
Patrick Ryskamp
Print Name of Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13th day of December 2017 by Paul Erhardt as vice president of Thomas Ranch Manager, LLC, a Delaware limited liability company and Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and General Partner of **MANASOTA BEACH RANCLANDS, LLLP**, a Florida limited liability limited partnership, on behalf of the companies and the partnership. The above-named person is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

(Notary Seal) 

Patrick Ryskamp
Signature of Notary Public

Print Name of Notary Public


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

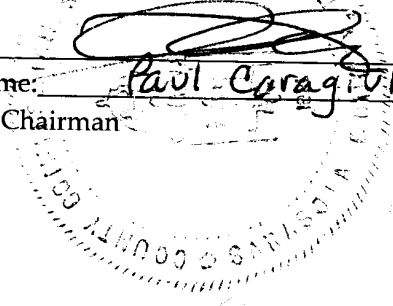
SARASOTA COUNTY, a charter county
and political subdivision of the State of Florida

By: _____

Name: _____

Its: Chairman


Paul Coraggio



ATTEST:

KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board of
County Commissioners of Sarasota County, Florida

By: _____
Deputy Clerk

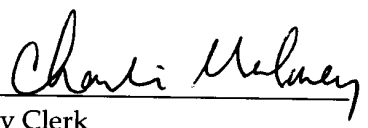
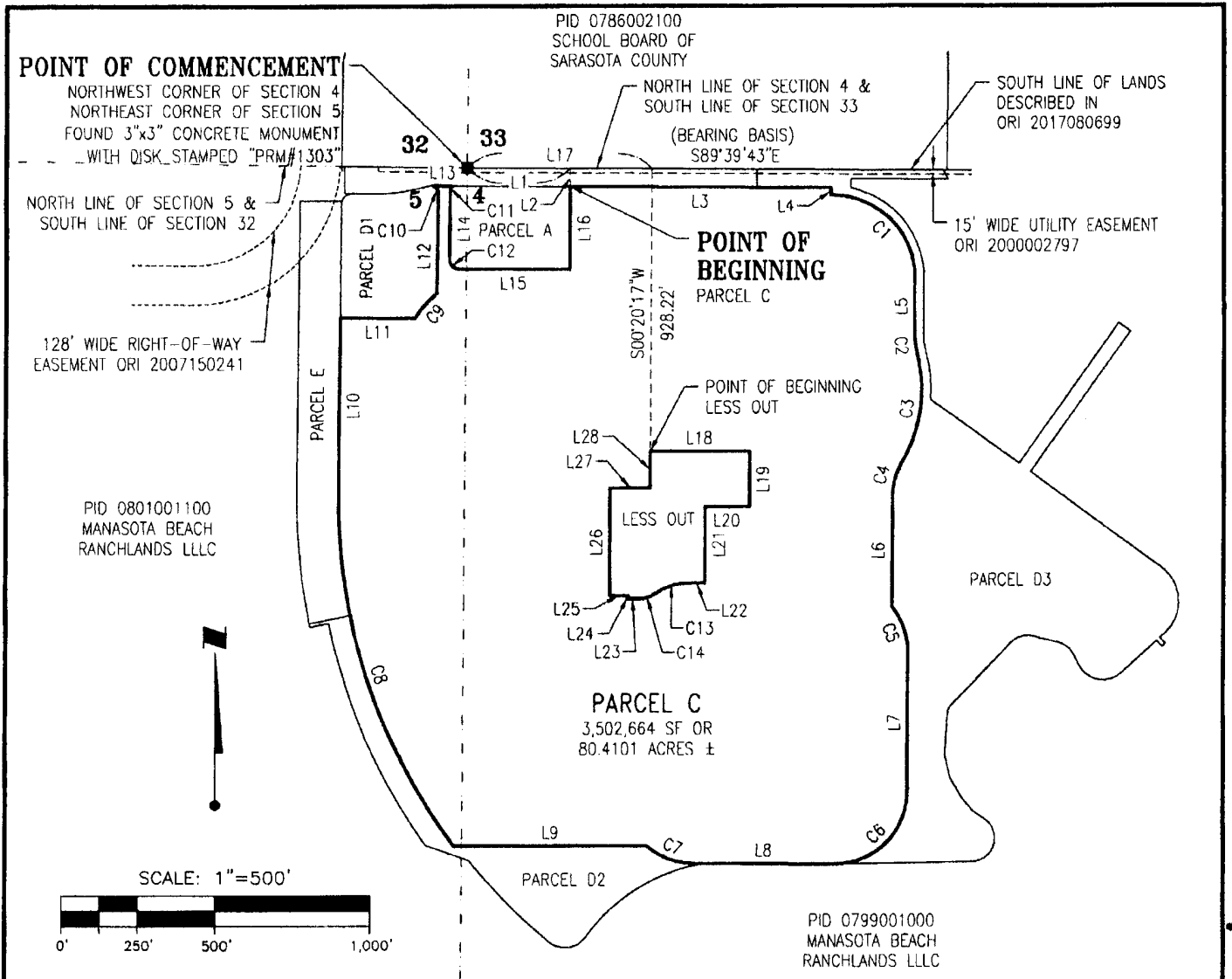


EXHIBIT "A"



ABBREVIATIONS:

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

SEE SHEET 2 FOR TABLES
SEE SHEET 3 FOR LEGAL DESCRIPTION

PARCEL C

REV. "A"; REVISED 15' UTILITY EASEMENT AND REMOVED HATCH; 8/14/17; EDM
FOR: MANASOTA BEACH RANCHLANDS, LLLC

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

Aug 14, 2017 - 14:01:15 EDM:JIAV\2156\active\2156\survey\drawing\S & D\215614091v-spsk03.dwg

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



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TASK CODE. 220	DRAWN BY. EDM	CHKD BY. JAK	CAD FILE. 215614091v-spsk03	PROJECT NO. 215614091	SHEET 1 OF 3	DRAWING INDEX NO. 215614091v-spsk03	REV. A
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°39'43"E	333.88'
L2	S00°20'17"W	60.00'
L3	S89°39'43"E	855.44'
L4	S00°20'17"W	22.99'
L5	S00°20'17"W	179.10'
L6	S00°20'17"W	372.35'
L7	S00°20'17"W	462.62'
L8	N89°39'43"W	462.62'
L9	N89°43'22"W	628.71'
L10	N00°30'33"E	573.29'
L11	S89°38'58"E	243.14'
L12	N00°54'31"E	327.06'
L13	S89°05'29"E	63.25'
L14	S00°54'31"W	225.14'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	S89°39'43"E	360.93'
L16	N00°20'17"E	271.89'
L17	S89°39'43"E	602.52'
L18	S89°43'22"E	323.69'
L19	S00°16'38"W	179.45'
L20	N89°39'43"W	142.91'
L21	S00°16'38"W	252.94'
L22	N89°39'43"W	51.13'
L23	N89°43'22"W	30.68'
L24	N00°16'38"E	10.00'
L25	N89°43'22"W	60.00'
L26	N00°16'38"E	354.00'
L27	S89°43'22"E	131.22'
L28	N00°16'38"E	120.99'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	275.00'	90°00'00"	431.97'	388.91'	S44°39'43"E
C2	270.00'	14°56'30"	70.41'	70.21'	S07°07'58"E
C3	462.00'	46°05'49"	371.70'	361.76'	S08°26'42"W
C4	190.00'	31°09'19"	103.32'	102.05'	S15°54'57"W
C5	235.20'	39°36'15"	162.58'	159.36'	S19°27'50"E
C6	235.20'	90°00'00"	369.45'	332.62'	S45°20'17"W
C7	235.20'	40°22'50"	165.76'	162.35'	N69°28'17"W
C8	1,929.00'	36°55'24"	1,243.11'	1,221.71'	N17°57'09"W
C9	318.53'	19°23'46"	107.83'	107.31'	N41°15'50"E
C10	30.00'	66°21'54"	34.75'	32.84'	N32°16'26"W
C11	30.00'	34°31'05"	18.07'	17.80'	S18°10'03"W
C12	30.00'	90°34'13"	47.42'	42.64'	S44°22'36"E
C13	190.00'	34°34'35"	114.66'	112.93'	S73°03'00"W
C14	110.00'	34°30'56"	66.26'	65.27'	S73°01'10"W

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

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

COMMENCE at the northwest corner of Section 4; thence S.89°39'43"E. along the north line of said Section 4 and the south line of lands described in Official Record Instrument Number 2017080699 of the Public Records of Sarasota County, Florida, a distance of 333.88 feet; thence S.00°20'17"W., a distance of 60.00 feet to the POINT OF BEGINNING; thence S.89°39'43"E., a distance of 855.44 feet; thence S.00°20'17"W., a distance of 22.99 feet to the point of curvature of a non-tangent curve to the right, having a radius of 275.00 feet and a central angle of 90°00'00"; thence southeasterly along the arc of said curve, a distance of 431.97 feet, said curve having a chord bearing and distance of S.44°39'43"E., 388.91 feet, to the point of tangency of said curve; thence S.00°20'17"W., a distance of 179.10 feet to the point of curvature of a curve to the left having a radius of 270.00 feet and a central angle of 14°56'30"; thence southerly along the arc of said curve, a distance of 70.41 feet to the point of reverse curvature of a curve to the right having a radius of 462.00 feet and a central angle of 46°05'49"; thence southerly along the arc of said curve, a distance of 371.70 feet to the point of reverse curvature of a curve to the left having a radius of 190.00 feet and a central angle of 31°09'19"; thence southerly along the arc of said curve, a distance of 103.32 feet to the point of tangency of said curve; thence S.00°20'17"W., a distance of 372.35 feet to the point of curvature of a non-tangent curve to the right, having a radius of 235.20 feet and a central angle of 39°36'15"; thence southerly along the arc of said curve, a distance of 162.58 feet, said curve having a chord bearing and distance of S.19°27'50"E., 159.36 feet, to the point of tangency of said curve; thence S.00°20'17"W., a distance of 462.62 feet to the point of curvature of a curve to the right having a radius of 235.20 feet and a central angle of 90°00'00"; thence southwesterly along the arc of said curve, a distance of 369.45 feet to the point of tangency of said curve; thence N.89°39'43"W., a distance of 462.62 feet to the point of curvature of a curve to the right having a radius of 235.20 feet and a central angle of 40°22'50"; thence westerly along the arc of said curve, a distance of 165.76 feet to the end of said curve; thence N.89°43'22"W. along a line non-tangent to said curve, a distance of 628.71 feet to the point of curvature of a non-tangent curve to the right, having a radius of

- CONTINUE ON SHEET 3 -

SEE SHEET 1 FOR SKETCH
SEE SHEET 3 FOR LEGAL DESCRIPTION

PARCEL C

REV. "A"; REVISED 15' UTILITY EASEMENT AND REMOVED HATCH; 8/14/17; EDM
FOR: MANASOTA BEACH RANCLANDS, LLLC

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

Aug 14, 2017 - 14:01:15 EDM\JIA\2156\active\21 [redacted] & D:\215614091v-spsk03.dwg

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



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- CONTINUED FROM SHEET 2 -

1,929.00 feet and a central angle of 36°55'24"; thence northerly along the arc of said curve, a distance of 1,243.11 feet, said curve having a chord bearing and distance of N.17°57'09"W., 1,221.71 feet, to the point of tangency of said curve; thence N.00°30'33"E., a distance of 573.29 feet; thence S.89°38'58"E., a distance of 243.14 feet to the point of curvature of a non-tangent curve to the right, having a radius of 318.53 feet and a central angle of 19°23'46"; thence northeasterly along the arc of said curve, a distance of 107.83 feet, said curve having a chord bearing and distance of N.41°15'50"E., 107.31 feet, to the end of said curve; thence N.00°54'31"E. along a line non-tangent to said curve, a distance of 327.06 feet to the point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 66°21'54"; thence northwesterly along the arc of said curve, a distance of 34.75 feet to the end of said curve; thence S.89°05'29"E. along a line non-tangent to said curve, a distance of 63.25 feet to the point of curvature of a non-tangent curve to the left, having a radius of 30.00 feet and a central angle of 34°31'05"; thence southerly along the arc of said curve, a distance of 18.07 feet, said curve having a chord bearing and distance of S.18°10'03"W., 17.80 feet, to the point of tangency of said curve; thence S.00°54'31"W., a distance of 225.14 feet to the point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 90°34'13"; thence southeasterly along the arc of said curve, a distance of 47.42 feet to the point of tangency of said curve; thence S.89°39'43"E., a distance of 360.93 feet; thence N.00°20'17"E., a distance of 271.89 feet to the POINT OF BEGINNING.

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

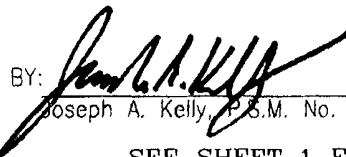
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COMMENCE at the northwest corner of Section 4; thence S.89°39'43"E. along the north line of said Section 4 and the south line of lands described in Official Record Instrument Number 2017080699 of the Public Records of Sarasota County, Florida, a distance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

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

NOTES:

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

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

8/15/2017
Date of Signature

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR TABLES

PARCEL C

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FOR: MANASOTA BEACH RANCLANDS, LLLC

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1\survey\drawing\S & D\21

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