

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

Doc Stamp-Deed: \$0.70



Lindsay Whelan

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

TEMPORARY CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT (“Easement Agreement”) is made this 11th day of January, 2018 by **MAIN STREET RANCLANDS, LLLP**, a Florida limited liability limited partnership (“**Grantor**”), and **WEST VILLAGES IMPROVEMENT DISTRICT**, a local unit of special-purpose government, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (“**District**” or “**Grantee**”, and together with Grantor referred to herein as the “**Parties**,” and separately as the “**Party**”).

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Special District Accountability Act, Chapter 189, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida;

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, surface water management systems, potable water distribution, wastewater collection, and reuse facilities, roadways, landscaping, parks, and recreational facilities and uses within District’s boundaries;

WHEREAS, Grantor is the owner in fee simple of certain real property located in Sarasota County, Florida, lying within the boundaries of the District including that certain parcel of land lying more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Easement Area**”); and,

WHEREAS, the District, the City of North Port, Florida (the “**City**”), Sarasota County, Florida (the “**County**”), Atlanta National League Baseball Club, LLC (“**ANLBC**”), the Developer, and Calben (US) Corporation (the “**Developer Guarantor**”) (collectively, the “**Stakeholders**”) have entered into that certain *Development Agreement*, dated September 12, 2017, as may be amended from time to time (collectively, the “**Development Agreement**”); and

WHEREAS, pursuant to the Development Agreement, the District shall provide for the design and construction, and the financing thereof, of certain spring training facilities and associated improvements to be utilized by ANLBC (collectively, the “**Facility**”); and

WHEREAS, in furtherance of the construction of the Facility, the District shall additionally design and construct certain off-site roadway and utility infrastructure and improvements (collectively hereinafter referred to as the “**Improvements**”), the scope of which is more particularly described in the *Development Agreement*; and

WHEREAS, Grantee has requested that Grantor grant to Grantee a construction and maintenance easement over the Easement Area to allow the District to provide for the construction and installation of the Improvements, and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

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

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

2. **Construction and Maintenance Easement.** Grantor hereby grants to Grantee a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements (“**Easement**”).

3. **Termination of Easement.** The Easement shall automatically terminate as it relates to any portion of the Easement Area upon: (a) conveyance in fee simple title of that portion of the Easement Area to the District, or (b) upon the conclusion of the construction and installation of the Improvements. The parties agree to cooperate in the execution of a termination of easement in the public records at such time as the Easement terminates.

4. **Damage.** The Parties shall use all due care to protect the Easement Area and adjoining property from damage resulting from the Parties’ use of the Easement Area. In the event a Party, or its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, that Party, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind. In no event shall either Party, its employees, agents, licensees, invitees, contractors and subcontractors use the Easement for the storage of construction materials, vehicles, supplies, tools and equipment, or the erection of temporary construction buildings, storage sheds and shelters.

5. **Insurance.** During the term of this Agreement, (i) Grantor shall secure and maintain (or shall cause to be secured and maintained) the insurance coverages set forth in Section 10.2 of the *Development Agreement*, and (ii) Grantee shall secure and maintain or

alternatively cause Grantee's contractors performing work for Grantee on the Easement Area to secure and maintain the insurance coverages set forth in Section 10.3 of the Development Agreement.

6. **Release.** Grantee acknowledges that this Agreement is entered into for the convenience of Grantee and that Grantor assumes no responsibility for Grantee's activities to construct the Improvements. Grantee agrees to release Grantor, its affiliated companies, their employees, officers, insurers, successors, agents, and assigns from and against any and all damages, losses (including losses from theft and/or vandalism), claims, liabilities, or expenses arising from Grantee's access and use of the Easement Area under this Agreement unless such liability is due to Grantor's gross negligence or willful misconduct.

7. **Indemnity.** Grantee and Grantor acknowledge and agree that they each shall indemnify the other party relative to the construction, installation, maintenance, repair and replacement of the Facility to the extent set forth in Article 11 of the Development Agreement.

8. **Limitations on Liability.** Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantee's limitations on liability set forth in section 768.28, Florida Statutes, and other applicable law.

9. **Liens.** Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other of Grantor's property in connection with the exercise of its rights hereunder.

10. **Exercise of Rights.** The rights and Easement created by this Easement Agreement are subject to the following provisions:

(a) Grantee shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits and upon written consent by Grantor.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements and Grantee shall rely solely on Grantee's own examination and investigation of the surface and subsurface condition of the Easement Area and all local and general conditions that may affect Grantee's activities on the Easement Area.

(c) Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with or cause interruption in the day-to-day operation of all existing facilities in the Easement Area.

(d) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not

materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

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

12. Enforcement of Agreement. In the event that the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

13. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party as follows (or to such other place as any Party may by notice to the others specify):

A. If to the District: West Villages Improvement District
2501 Burns Road, Suite A
Palm Beach Gardens, Florida 33410
Attn: Todd Wodraska

With a copy to: Hopping Green & Sams P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526 (32314)
Tallahassee, Florida 32301
Attn: Jonathan Johnson

B. If to Grantor: Main Street Ranchlands, LLLP
4901 Vineland Road, Suite 450
Orlando, Florida 328111
Attn: Leslie Candes

With a copy to: Williams, Parker, Harrison, Dietz & Getzen, P.A.
200 South Orange Avenue
Sarasota, Florida 34236
Attn: Peter Currin

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays

recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

14. Third Parties. This Easement Agreement is solely for the benefit of Grantor and Grantee, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair Grantor's right to protect its rights from interference by a third party.

15. Assignment. Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other Party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other Party shall be void and unenforceable. Notwithstanding the foregoing, the rights and obligations contained herein shall run with the land, and be binding upon, and for the benefit of, successors in interest to the Easement Area.

16. Controlling Law and Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Sarasota County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

17. Public Records. All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.

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

19. Binding Effect. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

20. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

21. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by Grantor and Grantee.

22. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

23. Effective Date. The Effective Date of this Easement Agreement shall be the date first written above.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

Signed, sealed and delivered
in the presence of:

Witnesses:

By: Michele Lambdin

Printed Name: Michele Lambdin

By: Sandra Gustey

Printed Name: Sandra Gustey

“GRANTOR”

**MAIN STREET RANCHLANDS, LLLP, a
Florida limited liability limited partnership**

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

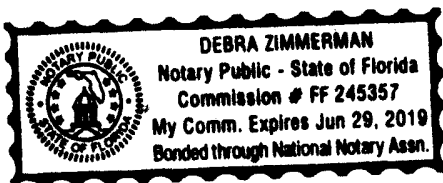
By: Thomas Ranch Manager, LLC, a
Delaware limited liability
company, as its Manager

By: Paul Erhardt
Name: Paul Erhardt
Title: V.P.

STATE OF Florida)
COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me this 9th day of Jan., 2018, by Paul Erhardt, as Vice President of Thomas Ranch Manager, LLC, a Delaware limited liability company, for and on behalf of said entity. He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:



Debra Zimmerman
Signature of Notary Public

Debra Zimmerman
Printed Name of Notary Public

Signed, sealed and delivered
in the presence of:

“GRANTEE”

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

Witnesses:

By: Lindsay Whelan

Printed Name: Lindsay Whelan

By: Michael A Kennedy

Printed Name: Michael A Kennedy

By: Martin P. Black

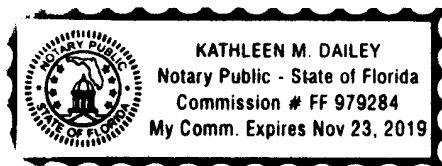
Printed Name: Martin P. Black

Title: Chairperson, Board of Supervisors

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 11 day of January, 2018, by Martin Black as Board of Supervisors Chairperson of, and on behalf of, the West Villages Improvement District, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

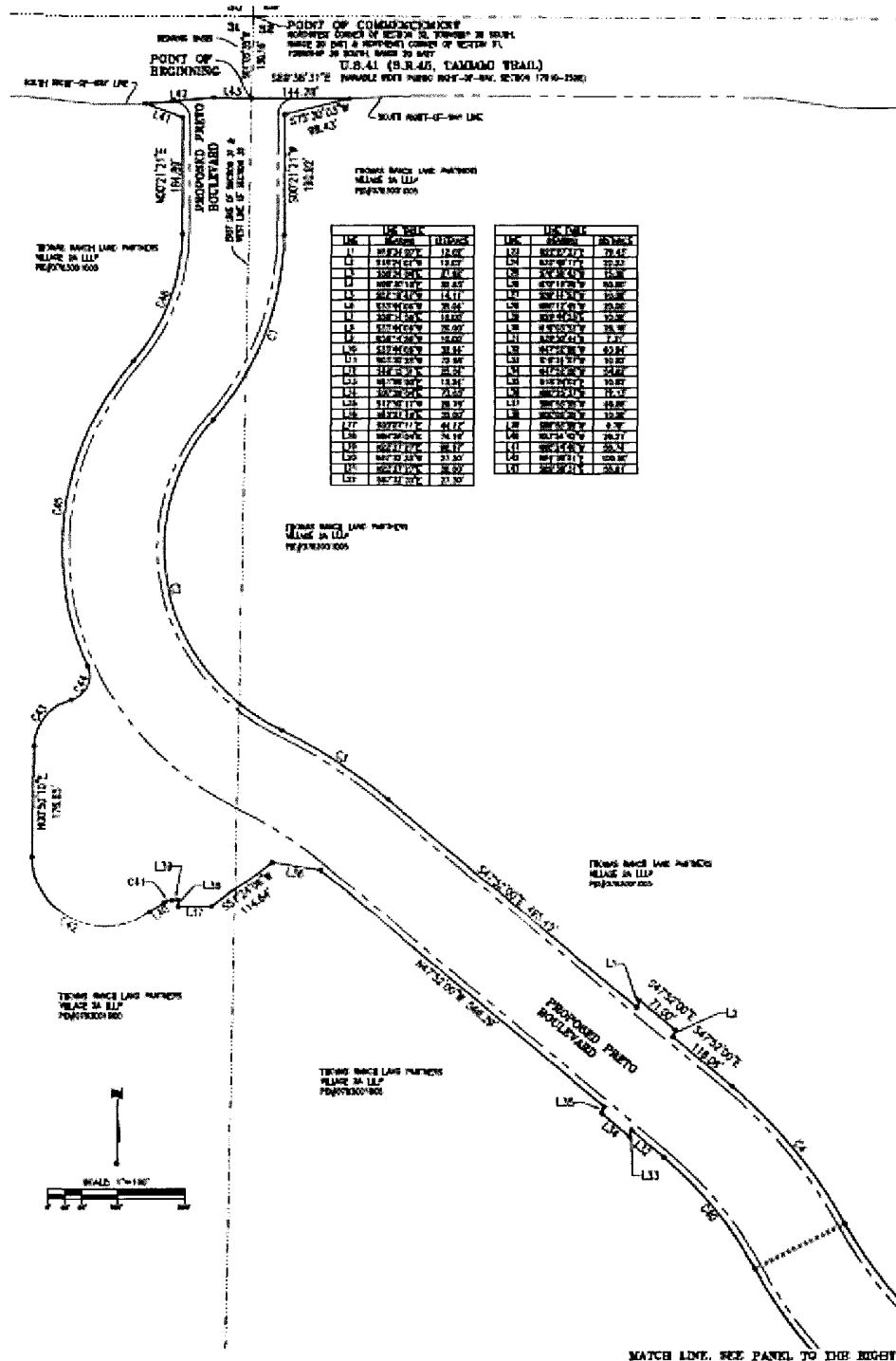
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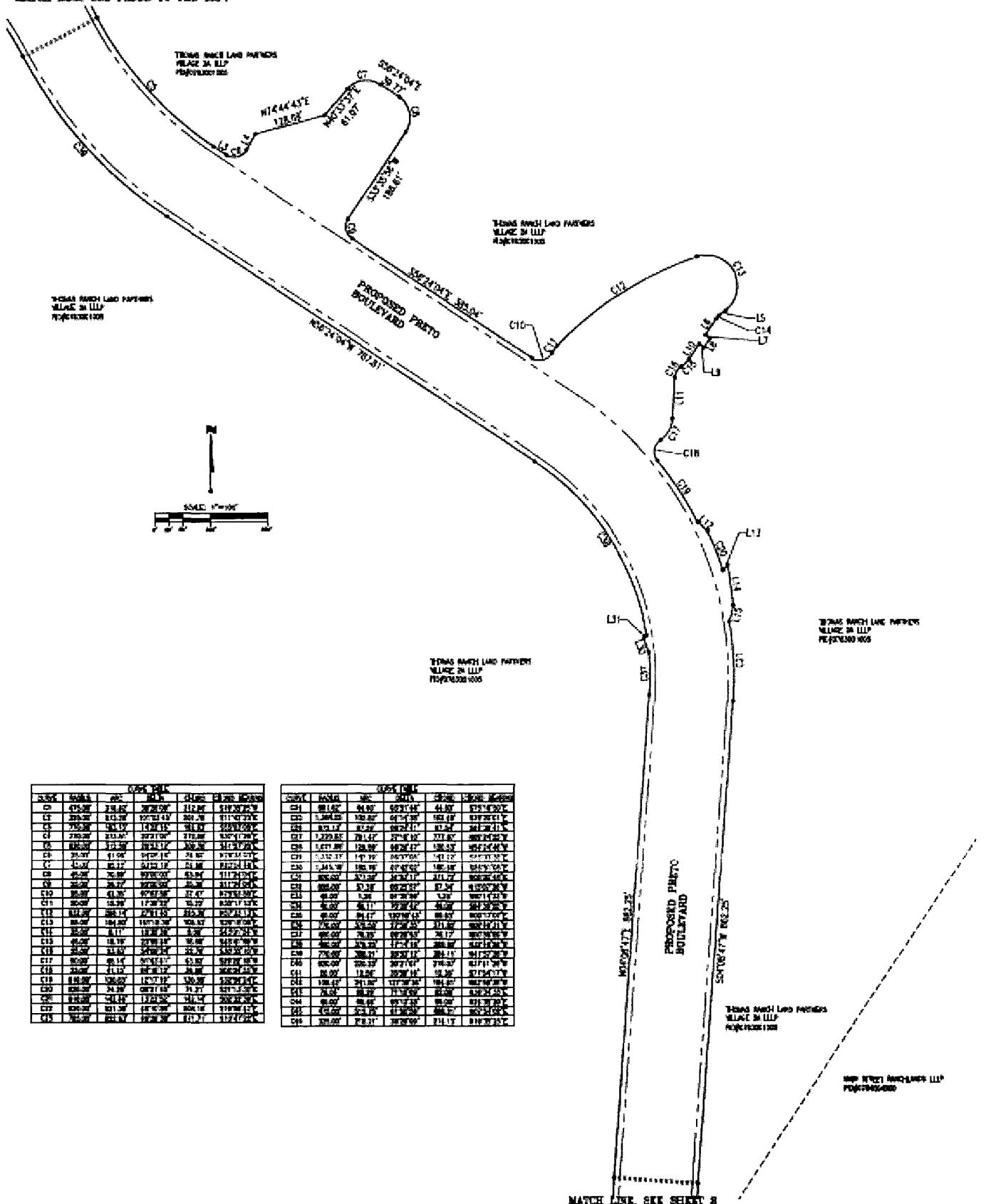
Kathleen M. Dailey
Signature of Notary Public

Kathleen M. Dailey
Name of Notary Public
(Typed, Printed or Stamped)

Preto Boulevard

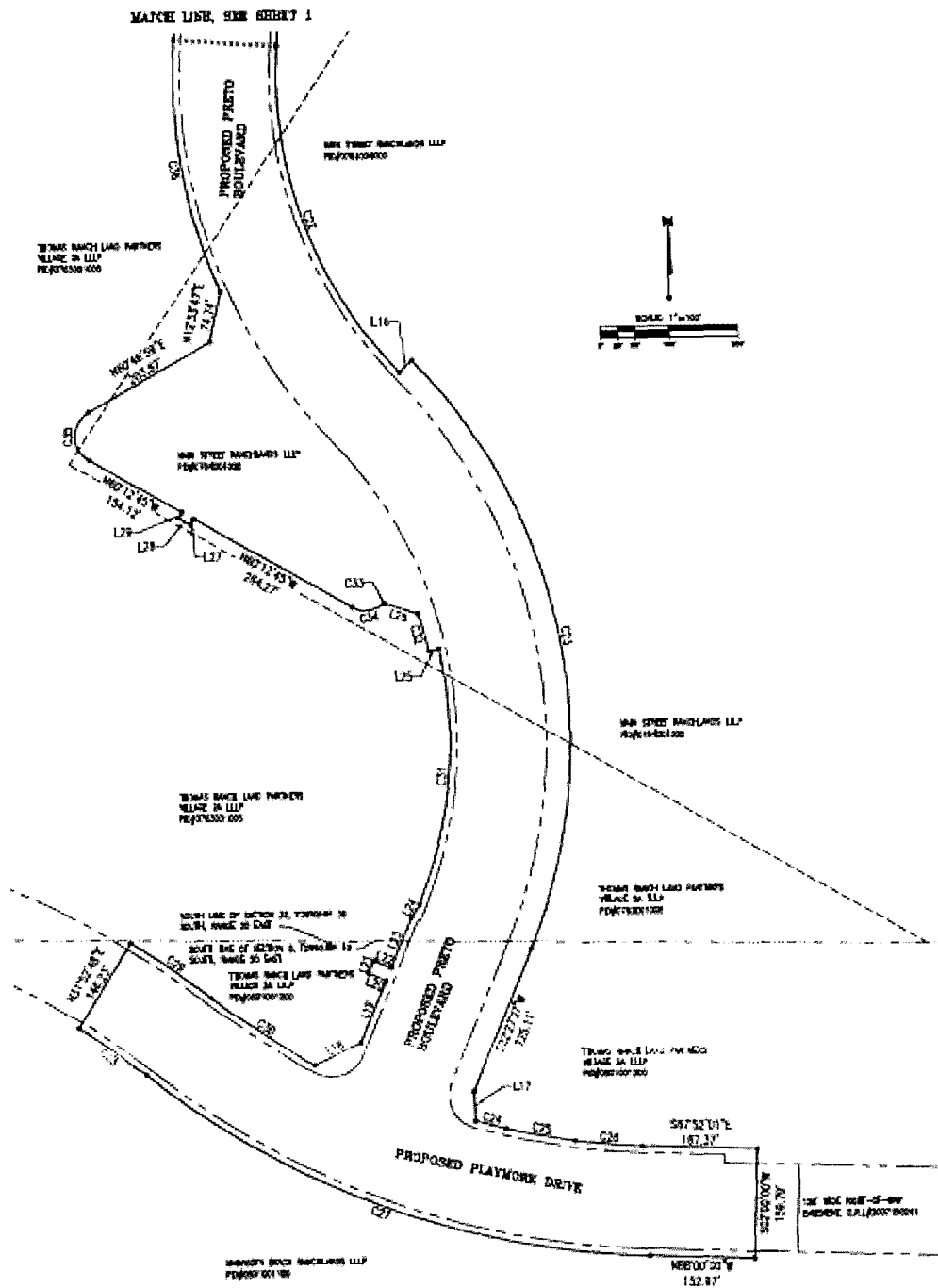


MATCH LINE SEE PAST 1 TO THE LEFT



STATION	PC	PT	CHORD BEARING	CHORD DISTANCE
C1	475.00	515.00	207.00°	112.85
C2	515.00	555.00	107.00°	112.85
C3	555.00	595.00	107.00°	112.85
C4	595.00	635.00	107.00°	112.85
C5	635.00	675.00	107.00°	112.85
C6	675.00	715.00	107.00°	112.85
C7	715.00	755.00	107.00°	112.85
C8	755.00	795.00	107.00°	112.85
C9	795.00	835.00	107.00°	112.85
C10	835.00	875.00	107.00°	112.85
C11	875.00	915.00	107.00°	112.85
C12	915.00	955.00	107.00°	112.85
C13	955.00	995.00	107.00°	112.85
C14	995.00	1035.00	107.00°	112.85
C15	1035.00	1075.00	107.00°	112.85
C16	1075.00	1115.00	107.00°	112.85
C17	1115.00	1155.00	107.00°	112.85
C18	1155.00	1195.00	107.00°	112.85
C19	1195.00	1235.00	107.00°	112.85

STATION	PC	PT	CHORD BEARING	CHORD DISTANCE
C20	1235.00	1275.00	107.00°	112.85
C21	1275.00	1315.00	107.00°	112.85
C22	1315.00	1355.00	107.00°	112.85
C23	1355.00	1395.00	107.00°	112.85
C24	1395.00	1435.00	107.00°	112.85
C25	1435.00	1475.00	107.00°	112.85
C26	1475.00	1515.00	107.00°	112.85
C27	1515.00	1555.00	107.00°	112.85
C28	1555.00	1595.00	107.00°	112.85
C29	1595.00	1635.00	107.00°	112.85
C30	1635.00	1675.00	107.00°	112.85
C31	1675.00	1715.00	107.00°	112.85
C32	1715.00	1755.00	107.00°	112.85
C33	1755.00	1795.00	107.00°	112.85
C34	1795.00	1835.00	107.00°	112.85
C35	1835.00	1875.00	107.00°	112.85
C36	1875.00	1915.00	107.00°	112.85
C37	1915.00	1955.00	107.00°	112.85
C38	1955.00	1995.00	107.00°	112.85
C39	1995.00	2035.00	107.00°	112.85
C40	2035.00	2075.00	107.00°	112.85



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

A tract of land lying in Sections 31 and 32, Township 39 South, Range 20 East, and Section 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northwest corner of said Section 32, also being the northeast corner of said Section 31; thence S.01°03'35"W., along the west line of said Section 32, also being the east line of said Section 31, a distance of 130.16 feet to the POINT OF BEGINNING, said point being on the south right-of-way line of U.S.41 (S.R.45, Tamiami Trail, Section 17010-2508, variable width public right-of-way); thence S.89°38'31"E., along said south right-of-way line, a distance of 144.28 feet; thence S.75°30'03"W., a distance of 98.43 feet; thence S.00°21'21"W., a distance of 190.92 feet to the point of curvature of a curve to the right having a radius of 475.00 feet and a central angle of 38°28'09"; thence southerly along the arc of said curve, a distance of 318.92 feet to the point of reverse curvature of a curve to the left having a radius of 325.00 feet and a central angle of 101°03'45"; thence southerly along the arc of said curve, a distance of 573.26 feet to the point of reverse curvature of a curve to the right having a radius of 770.00 feet and a central angle of 14°22'16"; thence southeasterly along the arc of said curve, a distance of 193.13 feet to the point of tangency of said curve; thence S.47°52'00"E., a distance of 495.45 feet; thence N.18°24'07"E., a distance of 12.02 feet; thence S.47°52'00"E., a distance of 71.00 feet; thence S.18°24'07"W., a distance of 12.02 feet; thence S.47°52'00"E., a distance of 118.06 feet to the point of curvature of a curve to the right having a radius of 770.00 feet and a central angle of 20°21'07"; thence southeasterly along the arc of said curve, a distance of 273.51 feet to the point of reverse curvature of a curve to the left having a radius of 620.00 feet and a central angle of 28°53'12"; thence southeasterly along the arc of said curve, a distance of 312.58 feet to the point of tangency of said curve; thence S.56°24'04"E., a distance of 27.62 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 94°05'46"; thence easterly along the arc of said curve, a distance of 41.06 feet to the point of tangency of said curve; thence N.29°30'10"E., a distance of 32.83 feet; thence N.74°44'43"E., a distance of 128.69 feet; thence N.40°33'37"E., a distance of 61.07 feet to the point of curvature of a curve to the right having a radius of 45.00 feet and a central angle of 83°02'19"; thence easterly along the arc of said curve, a distance of 65.22 feet to the point of tangency of said curve; thence S.56°24'04"E., a distance of 39.77 feet to the point of curvature of a curve to the right having a radius of 45.00 feet and a central angle of 90°00'00"; thence southerly along the arc of said curve, a distance of 70.69 feet to the point of tangency of said curve; thence S.33°35'56"W., a distance of 186.61 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00"; thence southerly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve; thence S.56°24'04"E., a distance of 385.04 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 97°03'56"; thence easterly along the arc of said curve, a distance of 42.35 feet to the point of reverse curvature of a curve to the right having a radius of 50.00 feet and a central angle of 17°30'22"; thence northeasterly along the arc of said curve, a distance of 15.28 feet to the point of

compound curvature of a curve to the right having a radius of 632.00 feet and a central angle of $27^{\circ}01'45''$; thence northeasterly along the arc of said curve, a distance of 298.14 feet to the point of compound curvature of a curve to the right having a radius of 55.00 feet and a central angle of $161^{\circ}15'36''$; thence southeasterly along the arc of said curve, a distance of 154.80 feet to the point of tangency of said curve; thence $S.52^{\circ}19'42''W.$, a distance of 14.11 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of $18^{\circ}35'36''$; thence southwesterly along the arc of said curve, a distance of 8.11 feet to the point of tangency of said curve; thence $S.33^{\circ}44'06''W.$, a distance of 35.04 feet; thence $S.56^{\circ}14'56''E.$, a distance of 10.00 feet; thence $S.33^{\circ}44'06''W.$, a distance of 20.00 feet; thence $N.56^{\circ}14'56''W.$, a distance of 10.00 feet; thence $S.33^{\circ}44'06''W.$, a distance of 32.94 feet to the point of curvature of a curve to the right having a radius of 45.00 feet and a central angle of $23^{\circ}55'46''$; thence southwesterly along the arc of said curve, a distance of 18.79 feet to the point of reverse curvature of a curve to the left having a radius of 25.00 feet and a central angle of $54^{\circ}09'24''$; thence southwesterly along the arc of said curve, a distance of 23.63 feet to the point of tangency of said curve; thence $S.03^{\circ}30'28''W.$, a distance of 72.68 feet to the point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of $51^{\circ}43'41''$; thence southwesterly along the arc of said curve, a distance of 45.14 feet to the point of reverse curvature of a curve to the left having a radius of 25.00 feet and a central angle of $94^{\circ}19'12''$; thence southerly along the arc of said curve, a distance of 41.15 feet to the point of reverse curvature of a curve to the right having a radius of 610.00 feet and a central angle of $12^{\circ}17'19''$; thence southeasterly along the arc of said curve, a distance of 130.83 feet to the end of said curve; thence $S.49^{\circ}15'31''E.$, non-tangent to the last stated curve, a distance of 25.04 feet to the point of curvature of a non-tangent curve to the right, having a radius of 620.00 feet and a central angle of $06^{\circ}51'45''$; thence southerly along the arc of said curve, a distance of 74.26 feet, said curve having a chord bearing and distance of $S.21^{\circ}13'32''E.$, 74.21 feet, to the end of said curve; thence $N.41^{\circ}59'00''E.$, non-tangent to the last stated curve, a distance of 13.24 feet; thence $S.07^{\circ}29'04''E.$, a distance of 73.03 feet; thence $S.12^{\circ}50'17''W.$, a distance of 29.76 feet to the point of curvature of a non-tangent curve to the right, having a radius of 610.00 feet and a central angle of $13^{\circ}22'52''$; thence southerly along the arc of said curve, a distance of 142.46 feet, said curve having a chord bearing and distance of $S.02^{\circ}32'39''E.$, 142.14 feet, to the point of tangency of said curve; thence $S.04^{\circ}08'47''W.$, a distance of 862.25 feet to the point of curvature of a curve to the left having a radius of 620.00 feet and a central angle of $48^{\circ}10'58''$; thence southerly along the arc of said curve, a distance of 521.39 feet to the end of said curve; thence $N.45^{\circ}57'49''E.$, radial to the last stated curve, a distance of 25.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 795.00 feet and a central angle of $66^{\circ}29'38''$; thence southerly along the arc of said curve, a distance of 922.63 feet, said curve having a chord bearing and distance of $S.10^{\circ}47'22''E.$, 871.71 feet, to the point of tangency of said curve; thence $S.22^{\circ}27'27''W.$, a distance of 225.11 feet; thence $S.03^{\circ}07'11''E.$, a distance of 44.12 feet to the point of curvature of a non-tangent curve to the left, having a radius of 661.62 feet and a central angle of $03^{\circ}51'46''$; thence easterly along the arc of said curve, a distance of 44.60 feet, said curve having a chord bearing and distance of $S.75^{\circ}16'50''E.$, 44.60 feet to the point of curvature of a non-tangent curve to the left, having a radius of

1,384.05 feet and a central angle of $04^{\circ}14'38''$; thence easterly along the arc of said curve, a distance of 102.52 feet, said curve having a chord bearing and distance of $S.79^{\circ}20'01''E.$, 102.49 feet to the point of compound curvature of a curve to the left having a radius of 872.13 feet and a central angle of $06^{\circ}24'41''$; thence easterly along the arc of said curve, a distance of 97.59 feet to the point of tangency of said curve; thence $S.87^{\circ}52'01''E.$, a distance of 167.37 feet; thence $S.02^{\circ}00'00''W.$, a distance of 159.79 feet; thence $N.88^{\circ}00'00''W.$, a distance of 152.97 feet to the point of curvature of a curve to the right having a radius of 1,220.03 feet and a central angle of $37^{\circ}10'10''$; thence westerly along the arc of said curve, a distance of 791.47 feet to the point of curvature of a non-tangent curve to the left, having a radius of 1,071.85 feet and a central angle of $06^{\circ}26'47''$; thence northwesterly along the arc of said curve, a distance of 120.59 feet, said curve having a chord bearing and distance of $N.54^{\circ}24'46''W.$, 120.53 feet to the end of said curve; thence $N.31^{\circ}52'48''E.$, non-tangent to the last stated curve, a distance of 146.23 feet to the point of curvature of a non-tangent curve to the right, having a radius of 1,332.37 feet and a central angle of $06^{\circ}07'08''$; thence southeasterly along the arc of said curve, a distance of 142.29 feet, said curve having a chord bearing and distance of $S.55^{\circ}03'38''E.$, 142.22 feet to the point of reverse curvature of a curve to the left having a radius of 1,345.19 feet and a central angle of $07^{\circ}42'02''$; thence southeasterly along the arc of said curve, a distance of 180.79 feet to the end of said curve; thence $N.64^{\circ}28'04''E.$, a distance of 74.19 feet; thence $N.22^{\circ}27'27''E.$, a distance of 98.97 feet; thence $N.67^{\circ}32'33''W.$, a distance of 27.30 feet; thence $N.22^{\circ}27'27''E.$, a distance of 20.00 feet; thence $S.67^{\circ}32'33''E.$, a distance of 27.30 feet; thence $N.22^{\circ}27'27''E.$, a distance of 79.43 feet; thence $N.32^{\circ}49'17''E.$, a distance of 22.23 feet to the point of curvature of a non-tangent curve to the left, having a radius of 620.00 feet and a central angle of $34^{\circ}53'17''$; thence northerly along the arc of said curve, a distance of 377.52 feet, said curve having a chord bearing and distance of $N.05^{\circ}00'48''E.$, 371.72 feet, to the end of said curve; thence $S.76^{\circ}38'43''W.$, non-tangent to the last stated curve, a distance of 15.00 feet to the point of curvature of a non-tangent curve to the left, having a radius of 605.00 feet and a central angle of $05^{\circ}25'57''$; thence northerly along the arc of said curve, a distance of 57.36 feet, said curve having a chord bearing and distance of $N.15^{\circ}07'26''W.$, 57.34 feet to the end of said curve; thence $N.72^{\circ}19'29''W.$, non-tangent to the last stated curve, a distance of 50.80 feet to the point of curvature of a non-tangent curve to the left, having a radius of 45.00 feet and a central angle of $01^{\circ}35'59''$; thence southwesterly along the arc of said curve, a distance of 1.26 feet, said curve having a chord bearing and distance of $S.50^{\circ}14'33''W.$, 1.26 feet to the point of reverse curvature of a curve to the right having a radius of 40.00 feet and a central angle of $70^{\circ}20'42''$; thence westerly along the arc of said curve, a distance of 49.11 feet to the point of tangency of said curve; thence $N.60^{\circ}12'45''W.$, a distance of 264.27 feet; thence $S.29^{\circ}44'53''W.$, a distance of 10.00 feet; thence $N.60^{\circ}12'45''W.$, a distance of 20.00 feet; thence $N.29^{\circ}44'53''E.$, a distance of 10.00 feet; thence $N.60^{\circ}12'45''W.$, a distance of 154.12 feet to the point of curvature of a curve to the right having a radius of 40.00 feet and a central angle of $120^{\circ}59'43''$; thence northerly along the arc of said curve, a distance of 84.47 feet to the point of tangency of said curve; thence $N.60^{\circ}46'59''E.$, a distance of 203.87 feet; thence $N.12^{\circ}33'47''E.$, a distance of 74.74 feet to the point of curvature of a non-tangent curve to the right, having a radius of 770.00 feet and a central angle of $27^{\circ}56'35''$; thence

northerly along the arc of said curve, a distance of 375.53 feet, said curve having a chord bearing and distance of N.09°49'31"W., 371.82 feet, to the point of tangency of said curve; thence N.04°08'47"E., a distance of 862.25 feet to the point of curvature of a curve to the left having a radius of 460.00 feet and a central angle of 09°29'53"; thence northerly along the arc of said curve, a distance of 76.25 feet to the point of tangency of said curve; thence N.19°03'53"W., a distance of 26.18 feet; thence N.39°52'44"E., a distance of 7.31 feet to the point of curvature of a non-tangent curve to the left, having a radius of 460.00 feet and a central angle of 47°14'16"; thence northwesterly along the arc of said curve, a distance of 379.25 feet, said curve having a chord bearing and distance of N.32°46'56"W., 368.60 feet to the point of tangency of said curve; thence N.56°24'04"W., a distance of 787.81 feet to the point of curvature of a curve to the right having a radius of 770.00 feet and a central angle of 28°53'12"; thence northwesterly along the arc of said curve, a distance of 388.21 feet to the point of reverse curvature of a curve to the left having a radius of 620.00 feet and a central angle of 20°21'07"; thence northwesterly along the arc of said curve, a distance of 220.23 feet to the point of tangency of said curve; thence N.47°52'00"W., a distance of 63.04 feet; thence S.18°24'07"W., a distance of 10.92 feet; thence N.47°52'00"W., a distance of 54.62 feet; thence N.18°24'07"E., a distance of 10.92 feet; thence N.47°52'00"W., a distance of 566.29 feet; thence N.80°25'37"W., a distance of 72.13 feet; thence S.51°24'06"W., a distance of 114.64 feet; thence S.89°53'55"W., a distance of 48.66 feet; thence N.00°02'55"W., a distance of 10.00 feet; thence S.89°53'55"W., a distance of 9.78 feet to the point of curvature of a curve to the left having a radius of 20.00 feet and a central angle of 35°59'16"; thence westerly along the arc of said curve, a distance of 12.56 feet to the point of tangency of said curve; thence S.53°54'42"W., a distance of 26.21 feet to the point of curvature of a non-tangent curve to the right, having a radius of 108.42 feet and a central angle of 127°39'36"; thence northwesterly along the arc of said curve, a distance of 241.57 feet, said curve having a chord bearing and distance of N.62°59'38"W., 194.61 feet, to the point of tangency of said curve; thence N.00°50'10"E., a distance of 176.65 feet to the point of curvature of a non-tangent curve to the right, having a radius of 79.04 feet and a central angle of 71°15'09"; thence northeasterly along the arc of said curve, a distance of 98.29 feet, said curve having a chord bearing and distance of N.36°34'33"E., 92.08 feet to the point of reverse curvature of a curve to the left having a radius of 40.00 feet and a central angle of 95°13'33"; thence northeasterly along the arc of said curve, a distance of 66.48 feet to the point of reverse curvature of a curve to the right having a radius of 475.00 feet and a central angle of 61°50'56"; thence northerly along the arc of said curve, a distance of 512.75 feet to the point of reverse curvature of a curve to the left having a radius of 325.00 feet and a central angle of 38°28'09"; thence northerly along the arc of said curve, a distance of 218.21 feet to the point of tangency of said curve; thence N.00°21'21"E., a distance of 184.89 feet; thence N.68°24'40"W., a distance of 58.74 feet to a point on the abovementioned south right-of-way line of U.S.41; thence along said south right-of-way line for the following two (2) calls; (1) thence N.84°38'51"E., a distance of 100.50 feet; (2) thence S.89°38'31"E., a distance of 55.61 feet to the POINT OF BEGINNING.

Said tract contains 1,461,105 square feet or 33.5424 acres, more or less.

**CONSENT TO CONSTRUCTION AND
MAINTENANCE EASEMENT AGREEMENT**

SYNOVUS BANK, a banking corporation organized under the laws of the State of Georgia (d/b/a CB&T, a Division of Synovus Bank), holder of mortgage dated October 2, 2002, executed by FOURTH QUARTER PROPERTIES XXXII, LLC, a Georgia limited liability company, and recorded in Official Records Instrument No. 2002164319, Public Records of Sarasota County, Florida, and modified by that certain instrument in Official Records Instrument No. 2010039123, together with Loan Assumption and Modification Agreement recorded in Official Records Instrument No. 2014062925, between THOMAS RANCH LAND PARTNERS VILLAGE I, LLLP, THOMAS RANCH LAND PARTNERS VILLAGE 2A, LLLP (n/k/a Main Street Ranchlands, LLLP), THOMAS RANCH LAND PARTNERS VILLAGE 4A, LLLP (n/k/a Myakka River Club, LLLP), THOMAS RANCH LAND PARTNERS VILLAGE 4B, LLLP (n/k/a Timber Forest Ranch, LLLP), THOMAS RANCH LAND PARTNERS NORTH PORT, LLLP (n/k/a Manasota Beach Ranchlands, LLLP), and THOMAS RANCH LAND PARTNERS SARASOTA, LLLP (n/k/a Winchester Florida Ranch, LLLP), whose mailing address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, as further modified by that certain Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement recorded in Official Records Instrument No. 2014062926, together with Mortgage Spreader, Modification and Security Agreement dated November 12, 2015 recorded in Official Records Instrument No. 2015141226 and re-recorded in Official Records Instrument No. 2015143265, together with Mortgage Spreader, Modification and Security Agreement dated May 10, 2017 and recorded May 12, 2017 in Official Records Instrument No. 2017060112, Public Records of Sarasota County Florida (all of the foregoing instruments collectively referred to herein as "Mortgage"), does hereby ratify, approve, confirm and consent to the foregoing Construction and Maintenance Easement Agreement (referred to herein as "Easement Agreement") to which this consent is attached, and agrees that the lien and encumbrance of the Mortgage is and shall be subordinate to the Easement Agreement and that the Easement Agreement shall survive any foreclosure of the Mortgage or deed in lieu thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its duly authorized officer, this 28th day of February, 2018.

Signed, sealed and delivered
in the presence of:

**SYNOVUS BANK, a banking corporation
organized under the laws of the State of
Georgia (d/b/a CB&T, a Division of Synovus
Bank)**

Witnesses:

By: *Pat Townsend*

Printed Name: Pat Townsend

By: *Joy A Fox*

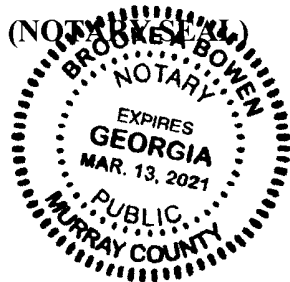
Printed Name: Joy A Fox

By: *Alan G. Ridley*

Name: Alan G. Ridley
Title: Special Assets Officer, Sr.

STATE OF GEORGIA
COUNTY OF WHITFIELD

The foregoing instrument was acknowledged before me this 28 day of February, 2018 by Alan G. Ridley as Special Assets Officer, Sr., of SYNOVUS BANK, a banking corporation organized under the laws of the State of Georgia (d/b/a CB&T, a Division of Synovus Bank, on behalf of the corporation. He she is personally known to me or has produced as identification and did (did not) take an oath.



Brooke A. Bowen
Notary Public
Print Name: Brooke A. Bowen
Commission No.: NA
Expiration Date: 3-13-2021