

69.50  
38,603.90

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2006200413 8 PGS  
2006 NOV 14 05:24 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
CEAGLETO Receipt#851289

**Prepared by and return to:**

Leslie H. Gladfelter, Attorney  
Grimes Goebel Grimes Hawkins  
Gladfelter & Galvano, P.L.  
1023 Manatee Avenue West  
Bradenton, Florida 34205  
Parcel ID#: 0187-13-0001 (a portion thereof)

Doc Stamp-Deed: 32,603.90

**SPECIAL WARRANTY DEED**



THIS SPECIAL WARRANTY DEED, is made this 13 day of November, 2006, by and between **Lakewood Ranch Corporate Park, Inc., a Florida corporation**, ("Grantor"), whose address is 14400 Covenant Way, Bradenton, Florida 34202 and **Mountain Ventures Lakewood, LLC, a Delaware limited liability company**, ("Grantee"), whose address is 2150 47<sup>th</sup> Street, Sarasota, Florida 34234.

**WITNESSETH**

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

Tracts 10 and 16, LAKEWOOD RANCH CORPORATE PARK UNIT 5A, a commercial subdivision, according to the plat thereof recorded in Plat Book 46, Pages 25 - 25K, of the Public Records of Sarasota County, Florida ("Land").

To have and hold the same 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 does hereby warrant title to the Land 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 2006 and subsequent years, and zoning and other prohibitions and regulations imposed by governmental authorities, together with those matters set forth on **Exhibit "A"** hereto ("Permitted Exceptions").

Grantor hereby specifically reserves for itself and its successors and assigns, a perpetual non-exclusive twenty-five (25) foot wide easement over, across, under and through that portion of the Land within twenty-five (25) feet of the perimeter of the Land for the purpose of installing, using, operating, maintaining, repairing, replacing, relocating and removing utilities now or hereafter installed from time to time, including but not limited to drainage, water, sewer, gas, electricity, telephone and cable television facilities for the benefit of Lakewood Ranch

Return to Norton, Hammer, Hamilton & Norton, P.A.

Corporate Park and the Lakewood Ranch project. Grantor further reserves the right to assign the use of such easement to any one or more persons, firm, corporation or governmental entity furnishing any of the utilities or facilities mentioned. No structure shall be built by Grantee on such easement area unless first approved by Grantor.

Further, Grantor does hereby subject the Land to the following restrictions, conditions, covenants and limitations which shall be deemed to be covenants attaching to and running with the title to the Land, except as subsequently modified or released in the manner hereinafter provided, for the benefit of Grantor, its successors, grantees and assigns. By acceptance of this Deed, Grantee agrees to abide by the restrictions, conditions, covenants and limitations set forth herein.

1. DECLARATION. The lands herein conveyed are subject to that certain Declaration of Maintenance Covenants, Conditions and Restrictions of Lakewood Ranch Corporate Park recorded in Official Record Book 2854, Page 1888, of the Public Records of Sarasota County, Florida, as same may be amended, modified or supplemented from time to time in accordance with its terms (collectively the "Declaration"), and Grantee, by acceptance of this deed, agrees to be bound by the provisions of the Declaration. Grantor hereby assigns to the Land a total of 214 Voting Shares and 214 Assessment Shares (each of which represents ten times the number of acres in the Land rounded to the nearest tenth of an acre) under the terms of the Declaration. The terms "Voting Shares" and "Assessment Shares" have the same meanings as in the Declaration.

2. USE RESTRICTIONS; GRANTOR DESIGN REVIEW. The Land (or portions thereof) shall be used and occupied only for those purposes allowed under the Declaration and the Development Order (as described on **Exhibit "A"** hereto) and those uses specifically or by reasonable implication permitted under the Sarasota County Zoning Code; provided, however, no use shall be permitted on the Land that is not a building or buildings containing no more than 300,000 square feet, one to two stories in height, to be used solely for professional offices and distribution center to be developed initially as a Gold Coast Eagle Distributing facility ("Grantee's Project"). Such use restriction will be valid for ninety-nine (99) years from date of this deed.

In addition to the Association's rights under the Declaration, the Grantor reserves the right to review all aspects of Grantee's Project, including but not necessarily limited to site planning and design of all buildings and other improvements, signage and landscaping, consistent with the standards set forth in the Declaration and applicable design manuals.

3. FUTURE PERMITS AND REPORTS. Provided same shall not directly, materially and adversely interfere with the use of the Land for Grantee's Project, Grantee shall join in the filing of various applications, reports and other documents with appropriate governmental agencies when necessary, including, but not limited to, preliminary and final site plans for Lakewood Ranch Corporate Park ("Development") and DRI annual reports. In the event Grantee's consent or joinder is required and is not received in the appropriate written form

within fifteen (15) 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 the Development so long as they do not directly, materially and adversely interfere with the use of the Land for Grantee's Project.

4. SEVERABILITY. These restrictions and provisions hereof are hereby declared to be severable and independent. If any court of competent jurisdiction shall declare any section, paragraph or part hereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

5. AMENDMENTS TO RESTRICTIONS. Grantor reserves the right to release any of the restrictions, conditions and limitations set forth herein in writing at such time as Grantor in its sole discretion shall deem desirable.

6. REMEDIES FOR VIOLATIONS. In addition to all other remedies at law or in equity, Grantor or any successor in interest to Grantor, may enforce these restrictions and any condition, restriction or covenant herein contained, except as the same may have been modified or released by Grantor, at law or in equity to (a) enjoin a violation hereof, (b) compel compliance herewith by action for specific performance or mandatory injunction, and (c) collect damages for the breach hereof. In the event the Land or any part thereof is developed as a Subassociation Project, the Subassociation shall be responsible for compliance with the terms and provisions or these restrictions and may be designated as the defendant in any suit brought to enforce these restrictions, either solely or in addition to Land or Unit Owners. If a judgment or decree is entered against any Owner or Subassociation for a violation of these restrictions, conditions or covenants, then such party shall pay to the party bringing said action all costs, expenses and reasonable attorneys' fees incurred by the plaintiff in connection with such action, and such judgment or decree shall include such sums. In no event, however, shall Grantor be responsible for any other Grantee's attorney's fees or expenses of litigation incurred in prosecuting or defending actions brought hereunder; and Grantor shall in no event be liable for its good faith actions taken hereunder or for the enforcement of these covenants, conditions and restrictions. (The undefined capitalized terms used in this Paragraph 6 shall have the meanings set forth in the Declaration.)

7. CONFLICT WITH ZONING. When any provision of these restrictions, covenants or conditions is more restrictive than any applicable provision of the Declaration, Development Order and/or applicable zoning code pertaining to the Land or other governmental rules and regulations, then the provisions of these restrictions, covenants and conditions shall control.

8. COMMENCEMENT OF GRANTEE'S PROJECT; OPTION TO REPURCHASE. Grantee shall commence construction of Grantee's Project on the Land within twelve (12) months after the date of this Deed ("Commencement Deadline") and diligently

continue construction to completion. "Commencement of construction" shall mean the pouring of foundations. This warranty and agreement by Grantee is considered by Grantor as a material inducement for Grantor's execution of this Deed.

In the event Grantee does not commence construction before the Commencement Deadline, Grantor may elect to repurchase the Land for Four Million Two Hundred Eighty Five Thousand One and 20/100 Dollars (\$\$4,285,001.20), if Grantor notifies Grantee of such election within thirty (30) days after the Commencement Deadline. If Grantor elects to repurchase the Land pursuant to this Section, the closing of such repurchase transaction shall occur within thirty (30) days following the date of such election. At such closing, Grantee shall deliver a special warranty deed to the Land subject only to the Permitted Exceptions contained in this Deed. Use of the term "Grantor" above in this paragraph shall be deemed to include Grantor's assigns. Grantee shall pay the documentary stamps on the deed and all costs necessary to satisfy or release any encumbrances on the Land that are not permitted hereunder. Grantor (the buyer in such transaction) shall pay the cost of recording the deed. Grantee shall provide all documents reasonably requested by Grantor (including, without limitation, owner's and construction lien affidavits, nonforeign affidavit, copies of permits and permit applications) relating to the title to the Land and its insurability and relating to the proposed development on the Land.

The above option to repurchase shall be in addition to any and all other remedies available to Grantor for Grantee's failure to commence construction by the Commencement Date.

Upon the commencement of construction or upon Grantor's failure (or decision not) to elect to repurchase hereunder, at Grantee's request, Grantor agrees to promptly record in the Public Records of Sarasota County, Florida, a termination of its option to repurchase. In the event Grantor elects to repurchase hereunder, Grantor shall be entitled (but not obligated) to record a notice of the election in such public records.

In the event Grantor acquires the Land pursuant to this option to repurchase or otherwise, restrictions, conditions, covenants and limitations set forth in this Deed shall automatically terminate, and Grantor shall have the right to release any reserved easements.

9. DAMAGE. Grantee shall not damage, cause to be damaged or permit to be damaged any property or improvements in the Development, which improvements shall include, but are not limited to, streets, drainage lines, central water lines, central sewer lines, signage, landscaping, entry features, irrigation systems, lakes, lake banks, wetlands or littoral areas and Grantee assumes full responsibility and liability for any reconstruction, maintenance or repair of any such improvements arising from Grantee's activities or the activities of Grantee's employees, contractors, subcontractors or agents. Should Grantee fail to reconstruct, maintain and repair any such improvements damaged by Grantee, its employees, agents, contractors or subcontractors, or to pay the cost of such reconstruction, maintenance or repair, then in addition to all other remedies, Grantor shall have the right, but not the obligation, after notice to Owner specifying such damage and ten (10) days to cure, to perform such reconstruction, maintenance

or repair and Owner shall be liable for reimbursement to Grantor for any and all costs and expenses in connection with such activities. Notwithstanding the above, Grantor shall not perform any reconstruction, maintenance or repair (unless an emergency exists) if such respective damages cannot be cured within a respective ten (10) day period and Grantee has commenced same within such ten (10) day period and diligently continues same to completion within a reasonable time. Grantee agrees that prior to performing its construction activities, it will coordinate with the appropriate utility authorities for location and stub-out of existing utility facilities.

10. ASSIGNMENT. Grantor reserves the right to assign in writing any and all of its rights, powers, duties, obligations and privileges hereunder to LAKEWOOD RANCH CORPORATE PARK OWNERS ASSOCIATION, a Subassociation or to any other person.

11. NOTICE. Any notice hereunder to the Grantor shall be in writing and hand delivered or sent by certified mail or Federal Express or similar overnight courier to Grantor at the address set forth above in this deed, or to such other address as Grantor shall specify to the Grantee in writing. Notice to the Grantee shall be sent by certified mail or Federal Express or similar overnight courier to the Grantee at the address set forth above in this deed, or to such other address as Grantee shall specify to the Grantor in writing.

12. TERMINATION DATE. Unless otherwise specifically provided herein, the covenants and restrictions of this deed shall run with the title to the property, and shall inure to the benefit of and be enforceable in accordance with its terms by Grantor, or its assigns, for a term of ninety-nine (99) years from the date of the aforesaid deed, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the Land (or by the Subassociation representing such owners) and by Grantor (or its assigns) has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

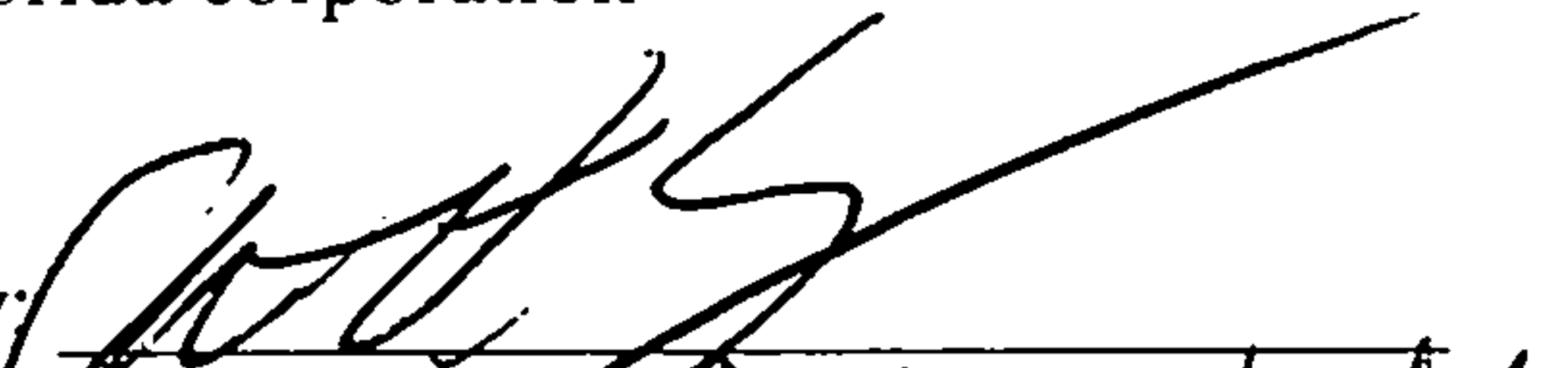
IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument as of the day and year first above written.

**Witnesses:**

  
Print name: CYNDI HOUCK

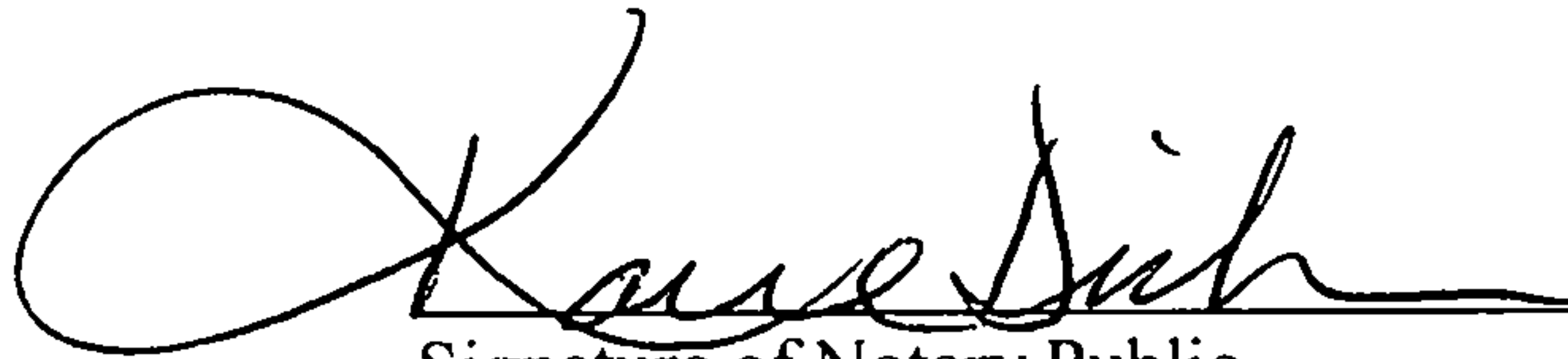
  
Print name: Karen L. Dickerson

Lakewood Ranch Corporate Park, Inc., a  
Florida corporation

By:   
Print Name: Anthony Chiofalo  
As its: Vice President


STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10 day of November, 2006, by Anthony Chiofalo as Vice President of Lakewood Ranch Corporate Park, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.



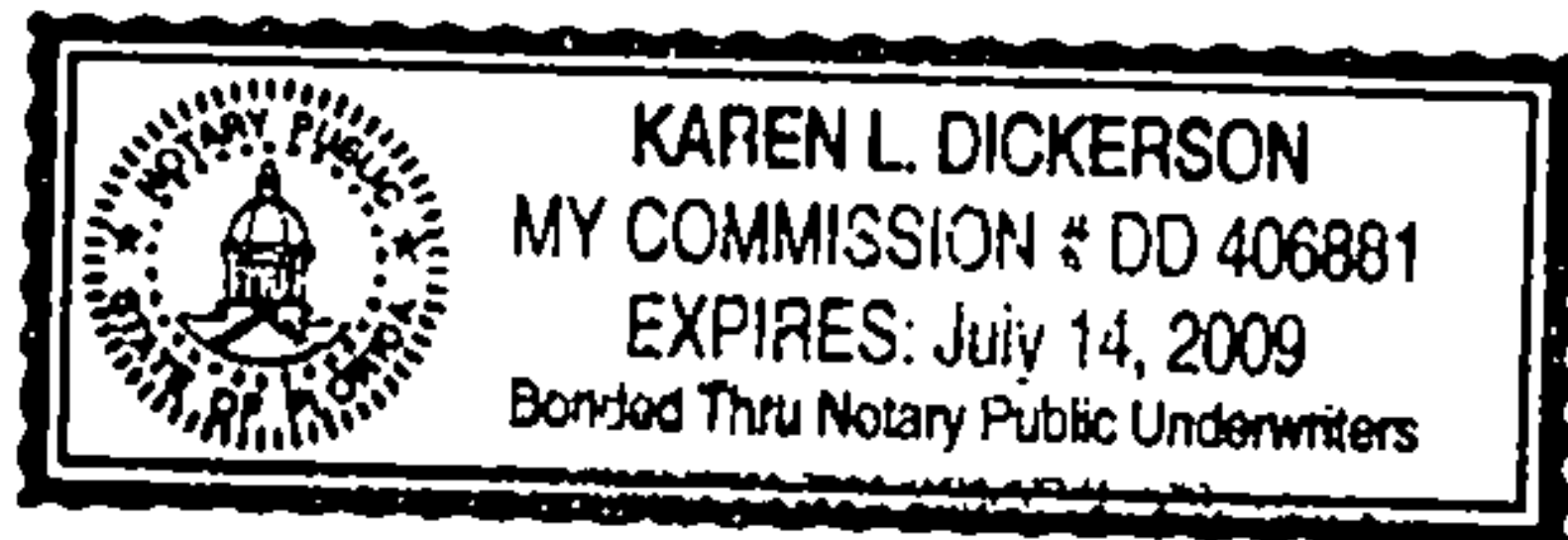
Signature of Notary Public

(Notary Seal)



Print Name of Notary Public

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



**EXHIBIT "A"**  
**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2007 and subsequent years.
2. Declaration of Covenants, Conditions and Restrictions, together with easements and with provisions for assessments, recorded in Official Records Book 2854, Page 1888, of Public Records of Sarasota County, Florida, and any amendments and supplements thereto.
3. Ordinance #92-057 recorded in Official Records Book 2458, Page 419, Ordinance #95-071 recorded in Official Records Book 2779, Page 175, and Ordinance #98-035 recorded in O.R. Book 3100, Page 2238, and by Ordinance #2006-025 recorded in Official Record Instrument Number 2006073241, and by Notice of Stipulations and Limitations Encumbering Real Property Pursuant to The Sarasota County Zoning Code recorded in Official Records Instrument Number 2006120850, all of Public Records of Sarasota County, Florida, as subsequently amended.
4. Notice of Stipulations and Limitations Encumbering Real Property recorded in Official Records Book 2781, Page 1269, of Public Records of Sarasota County, Florida and Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code recorded in Official Records Book 3107, Page 1255, and Official Records Instrument Number 2006120850, of Public Records of Sarasota County, Florida.
5. Easement(s) granted to Sarasota Polo Enterprises and Polo Ranches of Sarasota, Inc. recorded in Official Records Book 2602, Page 709, of Public Records of Sarasota County, Florida.
6. Matters contained in the Sarasota County Land Development Code, zoning ordinances affecting the Land, and other applicable governmental laws, ordinances, rules and regulations, including the University Place DRI Development Order, as amended from time to time.
7. Access, drainage and utility easements of record or to be placed of record by Seller in order to serve the Development.
8. Notice of Provisions of an Agreement for Temporary Sewer Service as Between Manatee County, Sarasota County, and Schroeder-Manatee Ranch, Inc. recorded in Official Records Book 2916, Page 1470, of Public Records of Sarasota County, Florida.
9. Exclusive Use Covenant (Sarasota County Property) recorded in Official Records Book 3066, Page 1676, of Public Records of Sarasota County, Florida.

10. Deed of Conservation Easement to Sarasota County recorded in Official Records Book 2820, Page 2570, and rerecorded in Official Records Book 2872, Page 1014, of Public Records of Sarasota County, Florida.
11. Declaration of Use Restrictions dated July 20, 2004 and recorded in Official Records Instrument Number 2004141723, of the Public Records of Sarasota County, Florida.
12. Notice of Creation and Establishment of the Lakewood Ranch Stewardship District recorded in Official Records Instrument Number 2005182181, and Final Judgment for the validation of Lakewood Ranch Stewardship District Special Assessment Revenue Bonds recorded in Official Records Instrument Number 2005285190, and Corrective Notice of Creation and Establishment of the Lakewood Ranch Stewardship District, recorded in Official Records Instrument Number 2006132599, of the Public Records of Sarasota County, Florida.
13. Matters shown on the plat of Lakewood Ranch Corporate Park Unit 5A, as per plat thereof recorded in Plat Book 46, Pages 25 - 25K, of the Public Records of Sarasota County, Florida.
14. Notice to Purchaser (Subdivision) recorded in Official Records Instrument Number 2006189112, of the Public Records of Sarasota County, Florida.
15. Interlocal Agreement between Sarasota County, Florida and Lakewood Ranch Stewardship District dated July 12, 2006, as approved by Sarasota County Board of County Commissioners under Contract No. 2006-374.
16. Preservation Easement between Lakewood Ranch Corporate Park, Inc., and Sarasota County recorded in Official Records Instrument Number 2006155744, of the Public Records of Sarasota County, Florida.
17. Declaration of Restrictive Covenants made the 22<sup>nd</sup> day of November, 2005 by Schroeder-Manatee Ranch, Inc., and Lakewood Ranch Corporate Park, Inc. in favor of Sarasota Film Society, Inc. as recorded in Official Records Instrument Number 2006126824, of the Public Records of Sarasota County, Florida.