

Consideration Price \$1,590,000.00

Doc \$11,130.00

Rec. \$61.00

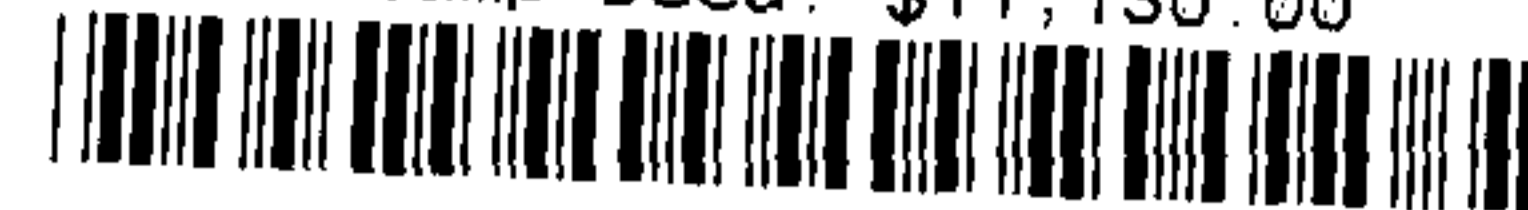
\$11,191.00

Prepared by:

Oldcastle Law Group
900 Ashwood Parkway, Ste. 600
Atlanta, GA 30338

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2016161593 7 PG(S)
December 30, 2016 03:03:26 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Doc Stamp-Deed: \$11,130.00



Return to:

Jeffrey A. Grebe, Esq.
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, FL 34236

Consideration \$1,590,000.00

(Space Above This Line For Recording Data)

Special Warranty Deed

This Special Warranty Deed made this 21 day of December, 2016, between Preferred Materials, Inc., a Georgia corporation, successor by merger to APAC-Georgia, Inc., successor by merger with APAC-Florida, Inc., successor by merger to Macasphalt, Inc., whose address is 4636 Scarborough Drive, Lutz, FL 33559, Grantor, and SSR PROPERTIES, LLC, a Florida limited liability company, whose address is 650 Townsend Road, Cocoa, Florida 32926 Grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Sarasota County, Florida, to-wit (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by reference.

Parcel Identification Number: 0026-14-0002 and 0026-14-0005

SUBJECT TO the Permitted Exceptions shown on Exhibit "B" attached hereto and incorporated herein by reference, and a restrictive covenant prohibiting the use of the Property for (i) the mining, excavation or extraction of sand, gravel, overburden, dolomite, limestone, sandstone, boulders, stones or rocks suitable for use in building, construction and road making (including concrete, asphalt, roadbeds, railroad ballast or other use), (ii) operation of an asphalt plant or asphalt-related business, (iii) operation of a concrete, concrete block, glass or other building products plant, and/or (iv) operation of a concrete batch plant (including both ready-mix plants and central-mix plants) or (v) operation of a concrete paver, edger or pre-built modular hardscapes plant. Such covenant shall run with the land and be binding upon Grantee's successors and assigns and all subsequent owners of the Property until its natural expiration or earlier termination by Grantor.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by,

through or under grantors, but no other.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

DeEtte H. Shaw
Witness Name: DeEtte H. Shaw

CB Williams
Witness Name: CB Williams

State of Georgia
County of DeKalb

The foregoing instrument was acknowledged before me this 20th day of December, 2016, by Michael F. Deaton, Assistant Secretary of PREFERRED MATERIALS, INC., a Georgia corporation, on behalf of the Corporation, he () is personally known to me or () has produced _____ as identification.

GRANTOR:

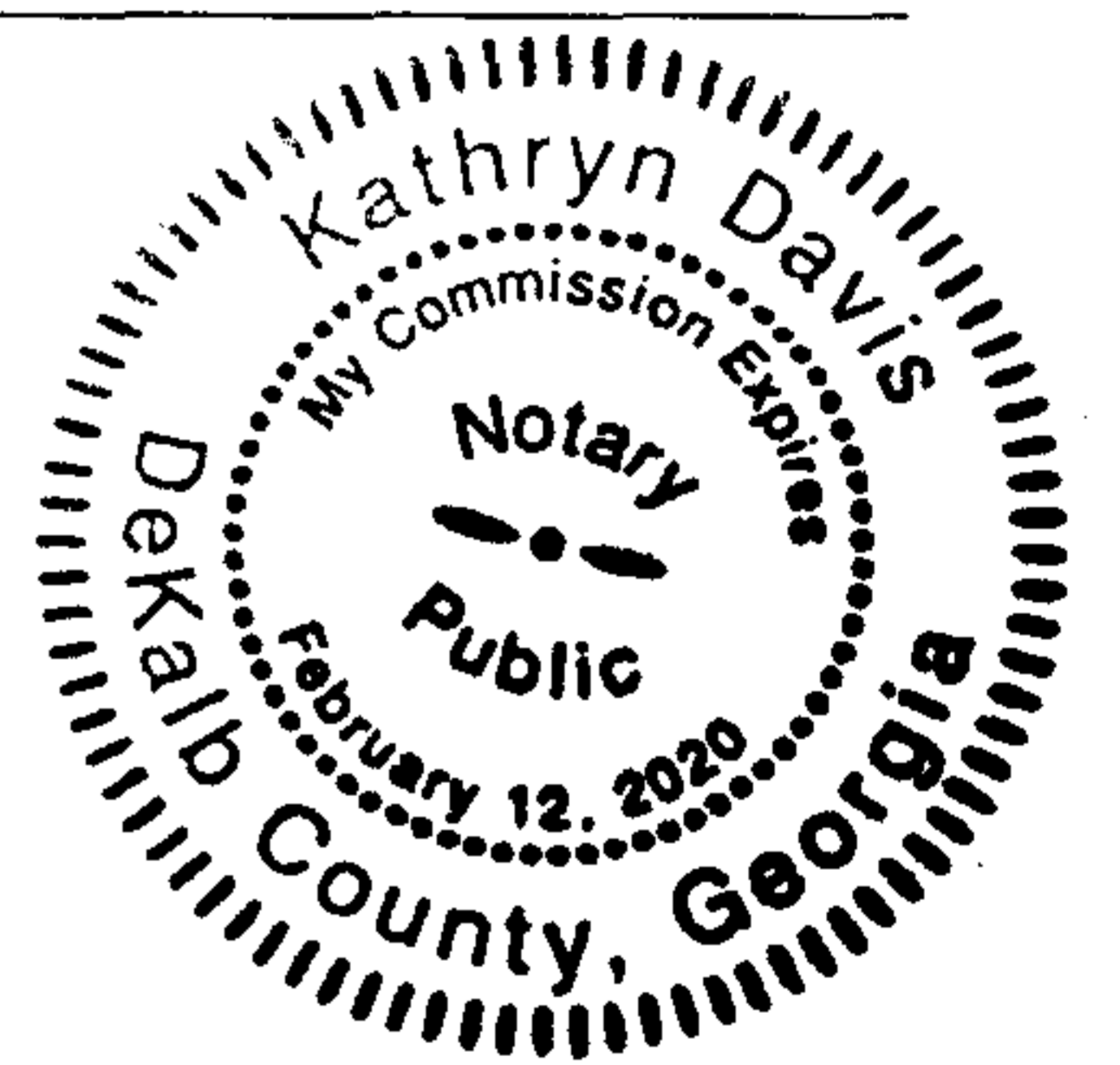
PREFERRED MATERIALS, INC., a Georgia corporation

By: *Michael Deaton*
Name: Michael F. Deaton
Title: Assistant Secretary

Kathryn Davis
Notary Public

Printed Name: Kathryn Davis

My Commission Expires: 2/12/20



||

EXHIBIT "A"

Legal Description

The land referred to herein below is situated in the County of Sarasota, State of Florida, and is described as follows:

Parcel 1:

A parcel of land lying and being in Section 7, Township 36 South, Range 18 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 7, Township 36 South, Range 18 East; thence North along the East line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, 25.0 feet; thence West and parallel to the South line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, 1,760.4 feet to the point of beginning; thence continue West, 450.0 feet; thence North, 220.0 feet; thence East, 450.0 feet; thence South, 220.0 feet to the point of beginning, less the Southerly most 25.00 feet of the Easterly most 200.00 feet thereof conveyed to Sarasota County by deed recorded in Official Records Book 1906, page 1438, of the Public Records of Sarasota County, Florida.

Parcel 2:

A parcel of land lying and being in Section 7, Township 36 South, Range 18 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 7, Township 36 South, Range 18 East; thence North along the East line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, 25.0 feet; thence West and parallel to the South line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, 1,360.4 feet; thence North, 538.0 feet to the point of beginning; thence continue North, 250.0 feet; thence West, 760.0 feet to the point of commencement of a curve, concave to the Southeast and having a radius of 452.58 feet; thence Southwesterly along the arc of said curve, 605.86 feet to the intersection with a line 50 feet East of and parallel with the center line of Seaboard Coast Line Railroad Company's main line tract; thence Southerly along said line, 353.4 feet to the intersection with a line, 34 feet Northwesterly of and parallel with the center line of an existing spur tract, said point lying on a curve concave to the Southeast and having a radius of 374.98 feet; thence Northeasterly along the arc of said curve, 408.39 feet to the end of said curve; thence East, 550.0 feet; thence North, 75.0 feet; thence West, 300.0 feet; thence North, 175.0 feet; thence East, 600.0 feet to the point of beginning.

Less:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 36 South, Range 18 East, Sarasota County, Florida; thence North $89^{\circ} 30' 21''$ West, along the South line of the North $\frac{1}{2}$ of said Section 7, also being the centerline of Myrtle Avenue, 1,330.82 feet; thence North $0^{\circ} 29' 39''$ East, 279.00 feet to intersect the centerline of an existing Seaboard Coast Line Railroad spur tract; thence North $89^{\circ} 30' 21''$ West, along the centerline of said Seaboard Coast Line Railroad spur tract and parallel with the centerline of said Myrtle Avenue, 330.00 feet; thence North $0^{\circ} 29' 39''$ East, 34.00 feet for a point of beginning; thence North $89^{\circ} 30' 21''$ West and parallel with the centerline of said existing Seaboard Coast Line Railroad spur tract, 100.00 feet; thence North $0^{\circ} 29' 39''$ East, 75.00 feet; thence South $89^{\circ} 30' 21''$ East, 100.00 feet; thence South $0^{\circ} 29' 39''$ West, 75.00 feet to the point of beginning.

Parcel 3:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 36 South, Range 18 East, Sarasota County, Florida; thence North $89^{\circ} 30' 21''$ West, along the South line of the North $\frac{1}{2}$ of said Section 7, also being the centerline of Myrtle Avenue, 1,330.82 feet; thence North $0^{\circ} 29' 39''$ East, 279.00 feet to intersect the centerline of an existing Seaboard Coast Line Railroad spur tract; thence North $89^{\circ} 30' 21''$ West, along the centerline of said existing Seaboard Coast Line Railroad spur tract and parallel with the centerline of said Myrtle Avenue, 430.00 feet; thence North $0^{\circ} 29' 39''$ East, 109.00 feet for a point of beginning; thence North $89^{\circ} 30' 21''$ West and parallel with the centerline of said Seaboard Coast Line Railroad spur tract, 200.00 feet; thence North $0^{\circ} 29' 39''$ East, 175.00 feet; thence South $89^{\circ} 30' 21''$ East, 200.00 feet; thence South $0^{\circ} 29' 39''$ West, 175.00 feet to the point of beginning.

TOGETHER WITH a 60' access easement appurtenant to Parcels 2 and 3 granted pursuant to instrument dated March 19, 1980, recorded in Official Records Book 1369, page 1364, Public Records of Sarasota County, Florida.

ii

EXHIBIT "B"

Permitted Exceptions

1. General or special taxes and assessments due and payable in the year 2017 and subsequent years.
2. Easement contained in that certain instrument recorded in Official Records Book 1919, page 160, Public Records of Sarasota County, Florida.
3. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code recorded in Instrument # 2016123438.

||

**ACTION BY WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
PREFERRED MATERIALS, INC.**

The undersigned, being all the directors of Preferred Materials, Inc., a Georgia corporation (the "*Corporation*"), acting by written consent without a meeting pursuant to applicable Georgia corporation act, do hereby adopt the following resolutions of the Board of Directors of the Corporation:

WHEREAS, the Corporation desires to enter into a Purchase and Sale Agreement dated April 5, 2016 (the "*Agreement*") with Single Stream Recyclers, LLC, as subsequently assigned to SSR Properties, LLC (the "*Buyer*"), whereby the Corporation shall sell certain real property more particularly described in the Agreement (the "*Property*") to the Buyer; and

WHEREAS, the Board has determined after due consideration that it is in the best interests of the Corporation and its stockholders to enter into the Agreement and all other agreements and documents relating thereto that are necessary to effectuate the sale of the Property as described herein.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and confirms the sale of the Property by the Corporation.

FURTHER RESOLVED, that the Board hereby adopts, approves and confirms the Agreement and any and all agreements, documents and transactions contemplated thereby and all other certificates, agreements and documents necessary or appropriate in connection with the Agreement.

FURTHER RESOLVED, that Robert F. Duke, as President, Darryl W. Fales as Vice President, Kenneth C. Laing as Vice President, or any Vice President, Michael F. Deaton as Assistant Secretary, or any Assistant Secretary or Authorized Employee of the Corporation (each an "*Authorized Officer*"), be and each of them acting alone hereby is, authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation, any and all agreements, documents, deeds, certificates or other documents necessary or appropriate in connection with the transfer of the Property to the Buyer, with such changes, additions and modifications thereto as such Authorized Officer of the Corporation executing and delivering the same shall approve, such execution and delivery to be conclusive evidence of such approval on behalf of the Corporation.

FURTHER RESOLVED, that any specific resolutions that may be required to have been adopted by the Board in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and the Secretary of the Corporation or any Assistant Secretary is hereby authorized and instructed to certify as to the adoption of any and all such resolutions and to attach such resolutions to this Action by Unanimous Written Consent;

FURTHER RESOLVED, that all actions previously taken by any authorized manager,

director, officer, employee or agent of the Corporation in connection with or related to the matters set forth in or reasonably contemplated by all of the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Corporation.

FURTHER RESOLVED, that this resolution can be executed in multiple counterparts and that each counterpart taken together shall constitute a complete and duly executed original hereof, and that a facsimile of this resolution shall be legal and binding the same as an executed original hereof.

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a director with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through Adobe® EchoSign®.

Those individuals set forth below, being all the members of the board of directors (the "Board") of Preferred Materials, Inc., organized and existing under the laws of the State of Georgia (the "Corporation"), pursuant to applicable Georgia statute, have duly adopted and approved, by electronic signature, as set forth below, the aforesaid resolution and all matters set forth therein, such action by unanimous consent to have the same force and effect as a unanimous vote of the Board at a meeting thereof duly called and held.

Signature: Robert F. Duke
Robert F. Duke (Dec 23, 2016)

Signature: John J. Keating
John J. Keating (Dec 23, 2016)