Angelina "Angel" Colonneso

Clerk of the Circuit Court Manatee County

P.O. Box 25400 Bradenton, FL 34206

Official Records Receipt Recording

Username: kgowen

Changed By: **SKEE**

Receipt#:

900154358

Payee Name: COUNTER CUSTOMER

Receipt Date:

08/29/2018

Escrow Balance: Escrow Customer:

Instrument:	201841088960 - BK2745/PG23	751 AGREEMENT
001000000341	1100 RECORDING FEE:	\$5/\$4 \$53.0
199000000341	1150 PRMTF \$1/\$.50	\$7.0
001000000208	PRMTF FACC \$.10	\$1.3
199000000341	1160 PRMTF CLERK \$1.	.90 \$24.7
001000000208	PRMTF BCC \$2	\$26.0
001000000341	1400 INDEXING NAMES	\$0.0

Instrument Total: \$112.00

Receipt Total:

\$112.00

Amount Tendered:

\$112.00

Overage:

\$0.00

Check

\$112.00

2206

Amount Paid:

This Instrument Prepared By:

Karen Lee Reecy
Action No. 32626
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399



BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 410224493

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to <u>Bridgewater Townhomes Homeowners Association of Manatee, Inc., a Florida nonprofit corporation</u>, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section <u>26</u>, Township <u>34 South</u>, Range <u>17 East</u>, in <u>Manatee River</u>, <u>Manatee</u> County, Florida, containing <u>6,656</u> square feet, more or less, as is more particularly described and shown on Attachment A, dated <u>June 11, 2001</u>.

TO HAVE THE USE OF the hereinabove described premises from May 7, 2017, the effective date of this lease renewal, through May 7, 2027, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

- 1. <u>USE OF PROPERTY:</u> The Lessee is hereby authorized to operate a <u>8-slip private residential multi-family docking facility</u> to be used exclusively for <u>mooring of recreational vessels</u> in conjunction with an upland <u>townhome development</u>, <u>without fueling facilities</u>, <u>with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and <u>without</u> liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, and the Southwest Florida Water Management District Consolidated Environmental Resource Permit No. <u>44020750.001</u>, dated <u>December 26, 2001</u>, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.</u>
- 2. <u>LEASE FEES:</u> The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$0.00, which includes the discounts authorized pursuant to Section 253.0347(2)(f), Florida Statutes, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

- 3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.
- 4. <u>LATE FEE ASSESSMENTS:</u> The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.
- 5. <u>EXAMINATION OF LESSEE'S RECORDS</u>: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.
- 6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.
- 7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.
- 8. <u>PROPERTY RIGHTS:</u> The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

- 9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.
- 10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.
- 11. <u>INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS</u>: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.
- 12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Bridgewater Townhomes Homeowners Association of Manatee, Inc. 1704 Point Pleasant Avenue West Bradenton, Florida 34205

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

- 13. <u>TAXES AND ASSESSMENTS:</u> The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.
- 14. <u>NUISANCES OR ILLEGAL OPERATIONS:</u> The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.
- 15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

- 16. <u>NON-DISCRIMINATION</u>: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.
- 17. <u>ENFORCEMENT OF PROVISIONS</u>: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
- 18. <u>PERMISSION GRANTED:</u> Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.
- 19. <u>RENEWAL PROVISIONS</u>: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment <u>B</u>, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.
- 20. <u>REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES</u>: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.
- 21. <u>REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY:</u> Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment <u>B</u>. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.
- 22. <u>RIPARIAN RIGHTS/FINAL ADJUDICATION</u>: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.
- 23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

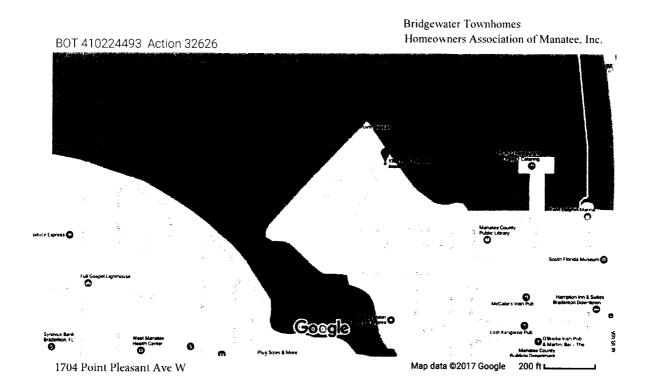
- 24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.
- 25. <u>COMPLIANCE WITH FLORIDA LAWS</u>: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.
- 26. <u>LIVEABOARDS</u>: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.
- 27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.
- 28. FINANCIAL CAPABILITY: To assure the Lessor that the Lessoe has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.
- 29. <u>SPECIAL LEASE CONDITION</u>: During the term of this lease and all subsequent renewal terms, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the Southwest Florida Water Management District Consolidated Environmental Resource Permit No. <u>44020750.001</u>, dated <u>December 26, 2001</u>.

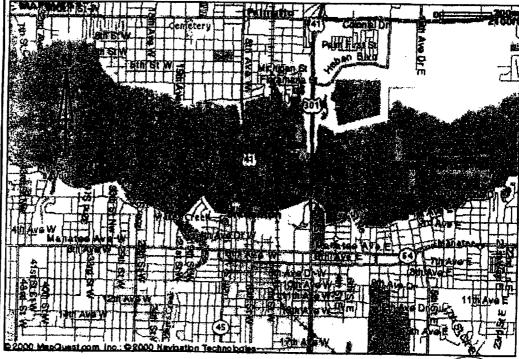
IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

Original Signature Rrint/Type Name of Witness Original Signature Original Signature Original Signature Print/Type Name of Witness	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA Y: Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida
STATE OF FLORIDA COUNTY OF LEON	"LESSOR"
The foregoing instrument was acknowledged before Cheryl C. McCall, Chief, Bureau of Public Land Adminis	me this day of day of , 2017, by stration, Division of State Lands, State of Florida Department of oard of Trustees of the Internal Improvement Trust Fund of the State Notary Public, State of Florida
	My Commission Expire My Comm. Expires Nov 27, 2010 Commission/Serial No. RATHY C COMMISSION From Provide Fig. 17728 My Comm. Expires Nov 27, 2010 Bonded Prough National N

	Bridgewater Townhomes Homeowners Association of
WITNESSES:	Manatee Inc., a Florida nonprofit corporation (SEAL)
Mr. Estatal	BY:
Original Signature	Original Signature of Executing Authority
SEFFREY G. WHITTAKER	David Carella
Typed/Printed Name of Witness	Dave Stacho Typed/Printed Name of Executing Authority
() $()$ $()$ $()$ $()$ $()$ $()$ $()$	Typed I filled I tallie of Excouning Fullionity
Nacienest. Tyrill	President
Original Signature	Title of Executing Authority
Darlene G. Tyrrell	
Typed/Printed Name of Witness	"LESSEE"
STATE OF Florida	
county of <u>Manatee</u>	
COUNT OF TIME CO	
The foregoing instrument was acknowledged before by Dave Stacho as President of Bridgewater Townhom	ore me this 23°D day of August, 20 17, nes Homeowners Association of Manatee, Inc., a Florida nonprofit
corporation, for and on behalf of the corporation. He is pers	conally known to me or who has produced
as identification.	
My Commission Expires: 5 12 2019	h bulance H. Turall
My Commission Expires: 3/12/2019	Signature of Notary Public
	Notary Public, State of Flokida
Commission/Serial No. FF 214100	Daklene 6. 14rrell Printed, Typed or Stamped Name
Commission/Serial No. 1 / Ct 1100	Printed, Typed or Stamped Name

	DARLENE G. TYRRELL
	MY COMMISSION # FF 214100 EXPIRES: May 12, 2019
	Bonded Thru Notary Public Underwriters





VICINITY MAP

Received
JUN 18 2001
R.H.-VENICE

U.S.G.S. QUADS.
PALMETTO, FLA. AND
BRADENTON, FLA.

SPECIFIC PURPOSE SURVEY



George F. Young, Inc.

ARCHITECTURE - ENGINEERING - ENVIRONMENTAL FLAMSSCAPE ARCHITECTURE - PLANDING - SUNTETING ST. PETERSBURG = TAMPA - BEADENING - NEW FORT INCHET = GAINESVILLE RESPONSBLE OFFICE: 299 9th Street North

299 9th Street North St. Petersburg FL 33701+0583 Tel: (727) 822-4317 Fax; (727) 822-2919

Sheet 1 of 3

SURVEY FOR Bridgewater Townhomes
NAME

ORDER NO. 01-61-0064-00 DATE 6/11/01 THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Florida Surveyor's Reg'n. PSM# LS3603

TED: OR/11/01 14-04-08 LOCIN: P ROP

DRAWN WGR
CHECKED DLW

SEC. 26 TWP 34 S., RNG. 17 E.

LEGAL DESCRIPTION OF A PROPOSED SUBMERGED LAND LEASE

Commencing at the Northerly Corner of Lot 15, LESS the Northwesterly 25 feet thereof, REVISED PLAT OF POINT PLEASANT, Plat Book 2, Page 61, of the Public Records of Manatee County, Florida; thence S.35°06'23"E., 65.00 feet for a Point of Beginning; thence N.55°01'54"E., 143.15 feet; thence N.08°07'07"W., 40.81 feet; thence N.81°52'53"E., 126.17 feet; thence S.08°07'07"E., 46.00 feet; thence S.81°52'53"W., 123.14 feet; thence S.55°01'54"W., 143.53 feet; thence N.35°06'23"W., 6.00 feet to the Point of Beginning.

Bradenton, Florida



SPECIFIC PURPOSE SURVEY



George F. Young, Inc.

LECERED REPORTS 021

ARCHITECTURE - ENGINEERING - ENTURCHMENTAL - LANDSCAPE ARCHITECTURE - PLANNING - SURVEYING

ST. PETERSBURG - TAMPA - ERADENTON - NEW PORT RICHEY - GAINESVILLE

RESPONSIBLE OFFICE: 299 9th Street North
St. Peteraburg FL 33701-0663
Tel: (727) 822-4317 Fax. (727) 822-2919

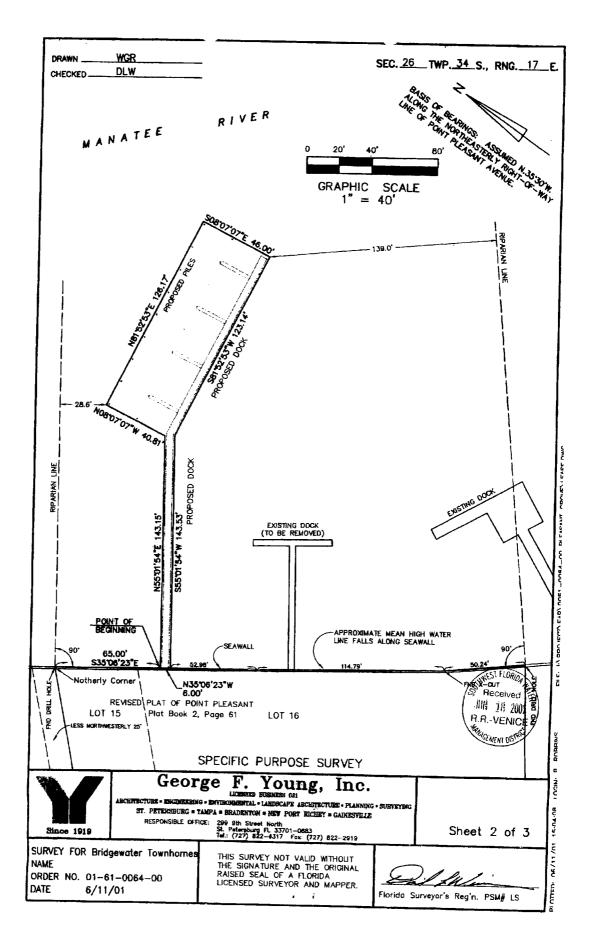
Sheet 3 of 3

SURVEY FOR Bridgewater Townhomes
NAME

ORDER NO. 01-61-0064-00 ATE 6/11/01 THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Florida Surveyor's Reg'n. PSM# LS

Attachment A
Page 10 of 13 Pages
Sovereignty Submerged Lands Lease No. 410224493



BK 1745 PG 5850 DOC STAMPS \$.70 DKT # 1615877 1 of 2

This Special Warranty Deed Made this 7th day of May.

2002 , by

PLEASANT GROVE DEVELOPMENT, INC.
a corporation existing under the laws of the State of FLORIDA
840 PINELLAS BAYWAY, TIERRA VERDE, FL. 33715

, and having its principal place of business at

hereinafter called the grantor, to BRIDGEWATER TOWNHOMES OF MANATEE COUNTY HOA

whose post office address is 1706 POINT PLEASANT AVENUE hereinafter called the grantee:

BRADENTON, FL. 34205

(Wherever 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)

Witnesseth: That the grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate, lying and being in Manatee County, Florida, to wit:

TRACT A, BRIDGEWATER TOWNHOMES, according to the Plat thereof as recorded in Plat Book 37, Pages 117 and 118, Public Records of Manatee County, Florida.

a/k/a 3348200059

Subject to easements, restrictions and reservations of record.

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 it 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 the said grantor, and that said land is free of all encumbrances, except taxes for the year 2001 and subsequent years.

(CORPORATE SEAL)

ATTEST:

In Witness Whereof, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

PLEASANT GROVE DEVELOPMENT, INC.

Secretary	/
Signed, scaled and delivered in the presence of:	
- Xurishing .	
Witness phones Name: KALEN S PRICE	SANFORD KATZ
VIII OND JOHN	PRESIDENT
Witness Printed Name: DIATA 105 Lea	\
The Post	
STATE OF FLORIDA	
COUNTY OF PINELLAS	
I HEREBY CERTIFY that on this day before me, an officer	duly qualified to take acknowledgments, personally appeared
THE TOTAL THE PROPERTY OF	
PLEASANT GROVE DEVELOPMENT, INC	<u>.</u>
who produced Delgonelles Russin	as identification.
WITNESS my hand and official seal in the County and State	last aforesaid this 7th day of May, 2002.
PREPARED BY & RETURN TO:	/ -
KAREN S. PRICE	
STEWART TITLE OF PINELLAS, INC. 4134 CENTRAL AVENUE	/ Musice
ST. PETERSBURG, PL 33711	Notary Public
PHONE NO. (727) 327-5775	
FAX NO. (727) 327-3791	My commission expires: Koren S. Price
01141578	(NOTATIAL SEAL) MY COMMISSION & CC821967 EXPIRES
	Moy 28, 2003

PAGE 2 OF 2

BK 1745 PG 5051 FILED AND RECORDED 5/8/2002 12:23:36 PM 2 of 2 R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.