

CERTIFICATE OF CLERK PLAT RECORDING

**STATE OF FLORIDA
COUNTY OF MANATEE**




NOTICE TO THE PUBLIC:

THE FOLLOWING PLAT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA:

CONDOMINIUM	
BOOK	PAGE(S)
SUBDIVISION	TREVESTA-PHASE IIA
BOOK 62	PAGE(S) 134 THRU 139
OWNER OF RECORD:	VK TREVESTA LLC
DRAINAGE PLANS	
BOOK	PAGE(S)
ROADS	
BOOK:	PAGE(S):

**ANGELINA COLONNESO
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA**

BY: 
DEPUTY CLERK



Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: pringler

Changed By: PSCOTT

Receipt#: 900101227 Payee Name: VK TREVESTA LLC

Receipt Date: 12/21/2017

Instrument: 201741120898 - BK2706/PG4530 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$75.00

Instrument Total: \$105.00

Instrument: 201741120899 - BK2706/PG4531 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$13.00
199000000341150	PRMTF \$1/\$.50	\$2.00
001000000208911	PRMTF FACC \$.10	\$0.30
199000000341160	PRMTF CLERK \$1.90	\$5.70
001000000208912	PRMTF BCC \$2	\$6.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$27.00

Instrument: 201741120900 - BK2706/PG4534 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$53.00
199000000341150	PRMTF \$1/\$.50	\$7.00
001000000208911	PRMTF FACC \$.10	\$1.30
199000000341160	PRMTF CLERK \$1.90	\$24.70
001000000208912	PRMTF BCC \$2	\$26.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$112.00

Instrument: 201741120901 - BK2706/PG4547 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$65.00
199000000341150	PRMTF \$1/\$.50	\$8.50
001000000208911	PRMTF FACC \$.10	\$1.60
199000000341160	PRMTF CLERK \$1.90	\$30.40
001000000208912	PRMTF BCC \$2	\$32.00
001000000341400	INDEXING NAMES	\$0.00
001000000229500	REFUND 001000000229500	\$34.00

Instrument Total:

\$171.50

Receipt Total: \$415.50

Amount Tendered: \$415.50

Overage: \$0.00

Check \$415.50 424100000510

Amount Paid:

Joinder for CDD or Stewardship



**JOINDER IN AND RATIFICATION OF SUBDIVISION PLAT
AND ALL DEDICATIONS AND RESERVATIONS THEREON**

Trevesta Community Development District, a local unit of special purpose government to Chapter 190, Florida Statutes, is the owner and holder of that certain lien upon the property by virtue of that Benefit Special Assessments by owner, covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of Trevesta - Phase IIA

(Name of Subdivision) and described as follows:

(LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")

For good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, hereby specifically joins in and ratifies said subdivision plat and all dedications and reservations thereon, and releases from the lien of said mortgage all (streets, alleys, walks, thoroughfares, parks and other open spaces, required utilities, canals and drainage or other easements) dedicated to or reserved for the public on said subdivision plat.

Dated this 13th day of June, 2017.

TREVESTA COMMUNITY DEVELOPMENT DISTRICT

(District Name)

By:

(Signature of Chairman)

James P. Harvey a/k/a Jim Harvey

(Print Name)

ATTEST:

(Signature of Secretary)

BY:

Troy Simpson, Assistant Secretary

(Print Name)

ACCEPTED IN OPEN SESSION **DEC 1-2-2017**
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Joinder for CDD or Stewardship

**JOINDER IN AND RATIFICATION OF SUBDIVISION PLAT
AND ALL DEDICATIONS AND RESERVATIONS THEREON**

NOTARY ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 13th day of June, 20 17 by James P. Harvey (Chairman) and as Troy Simpson, Assistant Secretary (Secretary), of Trevesta Community Development (Community Development or Stewardship District), a local unit of special purpose government, created pursuant to Chapter 190, Florida Statutes who ^{are} personally known to me or has produced _____ (Type of Identification) as identification.

NOTARY STAMP:



[Signature]
(Signature of Person Taking Acknowledgment)

Approved and accepted for and on behalf of the County of Manatee, Florida, this 12th day of December 20 17.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

[Signature]
CHAIRMAN



ATTEST: Angelina Colonnese
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

Exhibit "A"

(Trevesta - Phase IIA)

DESCRIPTION: A portion of MECCA PARK COLONY, according to the plat thereof, recorded in Plat Book 1, Page 192-A, of the Public Records of Manatee County, Florida; Together with a portion of TRACT "B-5" of TREVESTA – PHASE IA, according to the plat thereof, recorded in Plat Book 60, Pages 166 through 196, of the Public Records of Manatee County, Florida, lying in Section 33, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of LOT 58 of said TREVESTA – PHASE IA, said point being on the Westerly boundary of said TREVESTA – PHASE IA, run thence along said Westerly boundary, Southerly, 135.05 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03°45'09" (chord bearing S.07°58'38"E., 135.03 feet) to the POINT OF BEGINNING; thence continue along said Westerly boundary the following five (5) courses: 1) Southerly, 110.42 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03°04'06" (chord bearing S.11°23'15"E., 110.41 feet); 2) N.77°04'42"E., a distance of 10.00 feet; 3) S.13°03'40"E., a distance of 10.00 feet; 4) N.77°04'42"E., a distance of 17.00 feet; 5) Southerly, 229.97 feet along the arc of a non-tangent curve to the left having a radius of 2035.00 feet and a central angle of 06°28'30" (chord bearing S.16°26'26"E., 229.85 feet); thence Northerly, 23.06 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.07°18'29"E., 22.25 feet) to a point on the Westerly right-of-way of TREVESTA PLACE of said TREVESTA – PHASE IA; thence along said Westerly right-of-way, Southerly, 98.83 feet along the arc of a compound curve to the left having a radius of 2025.00 feet and a central angle of 02°47'47" (chord bearing S.20°30'55"E., 98.82 feet); thence Northwesterly, 23.06 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.48°20'19"W., 22.25 feet) to aforesaid Westerly boundary of said TREVESTA – PHASE IA; thence along said Westerly boundary, Southeasterly, 402.08 feet along the arc of a non-tangent curve to the left having a radius of 2035.00 feet and a central angle of 11°19'15" (chord bearing S.27°00'46"E., 401.43 feet); thence S.62°54'15"W., a distance of 587.93 feet; thence N.90°00'00"W., a distance of 514.41 feet; thence N.70°28'55"W., a distance of 310.31 feet; thence N.23°49'04"E., a distance of 411.56 feet; thence Northwesterly, 475.77 feet along the arc of a non-tangent curve to the right having a radius of 2510.00 feet and a central angle of 10°51'37" (chord bearing N.60°45'08"W., 475.05 feet); thence Northwesterly, 95.02 feet along the arc of a compound curve to the right having a radius of 2510.00 feet and a central angle of 02°10'08" (chord bearing N.54°14'15"W., 95.01 feet); thence Northwesterly, 265.65 feet along the arc of a compound curve to the right having a radius of 355.00 feet and a central angle of 42°52'28" (chord bearing N.31°42'57"W., 259.49 feet); thence N.10°16'43"W., a distance of 62.75 feet; thence Easterly, 367.33 feet along the arc of a non-tangent curve to the right having a radius of 565.00 feet and a central angle of 37°15'03" (chord bearing S.81°25'36"E., 360.90 feet); thence Easterly, 470.93 feet along the arc of a reverse curve to the left having a radius of 1435.00 feet and a central angle of 18°48'11" (chord bearing S.72°12'10"E., 468.82 feet); thence Easterly, 175.84 feet along the arc of a reverse curve to the right having a radius of 565.00 feet and a central angle of 17°49'53" (chord bearing S.72°41'19"E., 175.13 feet); thence Northeasterly, 609.42 feet along the arc of a reverse curve to the left having a radius of 345.00 feet and a central angle of 101°12'36" (chord bearing N.65°37'19"E., 533.22 feet); thence S.74°58'59"E., a distance of 29.58 feet to aforesaid Westerly boundary of said TREVESTA – PHASE IA and the POINT OF BEGINNING.

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: pringler

Changed By: PSCOTT

Receipt#: 900101227 Payee Name: VK TREVESTA LLC

Receipt Date: 12/21/2017

Instrument: 201741120898 - BK2706/PG4530 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$75.00

Instrument Total: \$105.00

Instrument: 201741120899 - BK2706/PG4531 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$13.00
199000000341150	PRMTF \$1/\$.50	\$2.00
001000000208911	PRMTF FACC \$.10	\$0.30
199000000341160	PRMTF CLERK \$1.90	\$5.70
001000000208912	PRMTF BCC \$2	\$6.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$27.00

Instrument: 201741120900 - BK2706/PG4534 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$53.00
199000000341150	PRMTF \$1/\$.50	\$7.00
001000000208911	PRMTF FACC \$.10	\$1.30
199000000341160	PRMTF CLERK \$1.90	\$24.70
001000000208912	PRMTF BCC \$2	\$26.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$112.00

Instrument: 201741120901 - BK2706/PG4547 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$65.00
199000000341150	PRMTF \$1/\$.50	\$8.50
001000000208911	PRMTF FACC \$.10	\$1.60
199000000341160	PRMTF CLERK \$1.90	\$30.40
001000000208912	PRMTF BCC \$2	\$32.00
001000000341400	INDEXING NAMES	\$0.00
001000000229500	REFUND 001000000229500	\$34.00

Instrument Total:

\$171.50

Receipt Total: \$415.50

Amount Tendered: \$415.50

Overage: \$0.00

Check \$415.50 424100000510

Amount Paid:



Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

**AGREEMENT FOR PRIVATE SUBDIVISION
WITH PUBLIC IMPROVEMENTS
TREVESTA, PHASE II-A**

This Agreement is entered into as of December 12, 2017, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County“), and VK TREVESTA, LLC, a FOREIGN LIMITED LIABILITY COMPANY (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer owns property (hereinafter the “Property”) in Manatee County, Florida, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a PRIVATE RESIDENTIAL subdivision with public improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land development Code (the “Code”) adopted pursuant thereto; and

WHEREAS, Developer has made application to the County, Florida, for approval of a proposed subdivision or final site plan identified as TREVESTA, PHASE II-A (PDMU-14-22/17-S-40 (F)) ;

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” and Exhibit “B-2” attached hereto and incorporated herein by reference (hereinafter, the “Improvements”); and

WHEREAS, as the Improvements will be dedicated to the County for the use and enjoyment of the general public; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

incorporated herein by this reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

*Article I
INSTALLATION OF IMPROVEMENTS*

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements of PDMU-14-22/17-S-40 (F) (hereinafter, the “Development Order”), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct, or participate in any way in the construction of, the Improvements. The County shall not be required or obligated to maintain the Improvements unless and until the County accepts the Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever excepting expenses necessary to maintain Improvements accepted by the County.

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over the Property as necessary to allow the County to complete the Improvements.

1.5 Maintenance; Defects. Upon the construction of Improvements on or in dedicated rights-of-way or easements by the Developer, and the acceptance thereof by the County, the County will thereafter assume the cost of maintenance of the same; provided that all such Improvements shall be covered by one or more defects securities suitable to the County conditioned to pay for any defects in such improvements which shall become apparent within three (3) years after acceptance by the County, in accordance with Section 337 of the Code (hereinafter, individually a “Defect Security”, and collectively the “Defect Securities”). Should the Developer fail or refuse to correct any defect in any installed Improvement in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvements, the County is hereby authorized to assess the cost of correcting defects in the Improvements against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The Developer, his successors and assigns, hereby grants an easement over property in the Project as necessary to allow the County to maintain and correct defects in the Improvements.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in improvements during the three-year period specified in Section 1.5, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the construction, maintenance or control of the Improvements prior to dedication to the County.

1.9 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer's expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, and all other successors and assigns in interest.

1.10 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator or his or her designee is hereby authorized to execute and record, at Developer's expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled.

1.11 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County's right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.12 Exchange and Adjustment of Securities. Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.

1.13 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days with the submission of the defect security and release of the performance security.

Article II
TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, shall terminate upon completion of the Developer's obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III
AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV
MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

If to County: Manatee County Engineer
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
Facsimile: (941)708-7475

With copy to: Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Developer: VK Trevesta, LLC
701 South Olive Avenue, Suite 104
Palm Beach, FL 33401
Attention: James P. Harvey
Facsimile: (561)682-1050

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

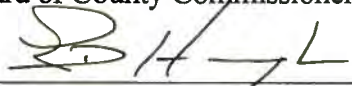
[signature page to follow]

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

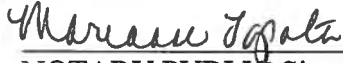
By: Board of County Commissioners

By: 
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18 day of December,
2017, by Ed Hunzeker (County Administrator) on behalf of and for Manatee
County Board of County Commissioners, who is personally known to me or has produced
N/A as identification.




NOTARY PUBLIC Signature
Marianne Lopata
Printed Name

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

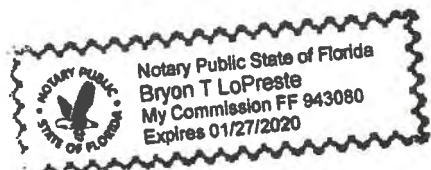
Troy E. Sampson
Print name: TROY E. SAMPSON
Bryan T. LoPreste
Print name: Bryan T. LoPreste

VK Trevesta, LLC
a Foreign Limited Liability Company
By: James P. Harvey
Print Name: JAMES P. HARVEY
as its: VICE PRESIDENT
701 South Oliver Avenue, Suite 104
Postal Address
Palm Beach FL 33401
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of NOVEMBER,
2017, by JAMES P. HARVEY as VICE PRESIDENT [name and title of signatory] of
VK TREVESTA LLC [name of company signing], a FLORIDA LLC [state of
formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is
personally known to me or has produced _____ as identification.



Bryan T. LoPreste
NOTARY PUBLIC Signature
Bryan T. LoPRESTE
Printed Name

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

EXHIBIT "A"
DESCRIPTION OF PROPERTY

DESCRIPTION:

A portion of MECCA PARK COLONY, according to the plat thereof, recorded in Plat Book 1, Page 192-A, of the Public Records of Manatee County, Florida; Together with a portion of TRACT "B-5" of TREVESTA – PHASE IA, according to the plat thereof, recorded in Plat Book 60, Pages 166 through 196, of the Public Records of Manatee County, Florida, lying in Section 33, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of LOT 58 of said TREVESTA – PHASE IA, said point being on the Westerly boundary of said TREVESTA – PHASE IA, run thence along said Westerly boundary, Southerly, 135.05 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03° 45'09" (chord bearing S.07°58'38"E., 135.03 feet) to the POINT OF BEGINNING; thence continue along said Westerly boundary the following five (5) courses: 1) Southerly, 110.42 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03°04'06" (chord bearing S.11°23'15"E., 110.41 feet); 2) N.77°04'42"E., a distance of 10.00 feet; 3) S.13°03'40"E., a distance of 10.00 feet; 4) N.77° 04'42"E., a distance of 17.00 feet; 5) Southerly, 229.97 feet along the arc of a non-tangent curve to the left having a radius of 2035.00 feet and a central angle of 06°28'30" (chord bearing S.16°26'26"E., 229.85 feet); thence Northerly, 23.06 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.07°18'29"E., 22.25 feet) to a point on the Westerly right-of-way of TREVESTA PLACE of said TREVESTA – PHASE IA; thence along said Westerly right-of-way, Southerly, 98.83 feet along the arc of a curve to the left having a radius of 2025.00 feet and a central angle of 02°47'47" (chord bearing S.20°30'55"E., 98.82 feet); thence Northwesterly, 23.06 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.48° 20'19"W., 22.25 feet) to aforesaid Westerly boundary of said TREVESTA – PHASE IA; thence along said Westerly boundary, Southeasterly, 402.08 feet along the arc of a curve to the left having a radius of 2035.00 feet and a central angle of 11°19'15" (chord bearing S.27°00'46"E., 401.43 feet); thence S.62° 54'15"W., a distance of 587.93 feet; thence N.90°00'00"W., a distance of 514.41 feet; thence N.70° 28'55"W., a distance of 310.31 feet; thence N.23°49'04"E., a distance of 411.56 feet; thence Northwesterly, 475.77 feet along the arc of a curve to the right having a radius of 2510.00 feet and a central angle of 10° 51'37" (chord bearing N.60°45'08"W., 475.05 feet); thence Northwesterly, 95.02 feet along the arc of a compound curve to the right having a radius of 2510.00 feet and a central angle of 02°10'08" (chord bearing N.54°14'15"W., 95.01 feet); thence Northwesterly, 265.65 feet along the arc of a compound curve to the right having a radius of 355.00 feet and a central angle of 42°52'28" (chord bearing N.31°42'57"W., 259.49 feet); thence N.10°16'43"W., a distance of 62.75 feet; thence Easterly, 367.33 feet along the arc of a non-tangent curve to the right having a radius of 565.00 feet and a central angle of 37°15'03" (chord bearing S.81°25'36"E., 360.90 feet); thence Easterly, 470.93 feet along the arc of a reverse curve to the left having a radius of 1435.00 feet and a central angle of 18°48'11" (chord bearing S.72°12'10"E., 468.82 feet); thence Easterly, 175.84 feet along the arc of a reverse curve to the right having a radius of 565.00 feet and a central angle of 17°49'53" (chord bearing S.72°41'19"E., 175.13 feet); thence Northeasterly, 609.42 feet along the arc of a reverse curve to the left having a radius of 345.00 feet and a central angle of 101°12'36" (chord bearing N.65°37'19"E., 533.22 feet); thence S.74°58'59"E., a distance of 29.58 feet to aforesaid Westerly boundary of said TREVESTA – PHASE IA and the POINT OF BEGINNING.

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

EXHIBIT “B-1”
IMPROVEMENTS

	Improvement	Estimated Cost
1	Sanitary Sewer System, Water & Fire Distribution System	<u>\$218,688.60</u>
2		
3		

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

**EXHIBIT “B-2”
IMPROVEMENTS**

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES FOR THE ENTIRE
DEVELOPMENT

REQUIRED AT TIME OF DEFECT

Trevesta, Ph II-A – Private Residential w/Public Improvements
Sanitary Sewer System, Water & Fire Distribution System.

EXHIBIT “C”
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	Surety Bond No. 1151458 Issued through Lexon Insurance Company	<u>\$218,688.60</u>
2		

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: pringler

Changed By: PSCOTT

Receipt#: 900101227 Payee Name: VK TREVESTA LLC

Receipt Date: 12/21/2017

Instrument: 201741120898 - BK2706/PG4530 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$75.00

Instrument Total: \$105.00

Instrument: 201741120899 - BK2706/PG4531 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$13.00
199000000341150	PRMTF \$1/\$.50	\$2.00
001000000208911	PRMTF FACC \$.10	\$0.30
199000000341160	PRMTF CLERK \$1.90	\$5.70
001000000208912	PRMTF BCC \$2	\$6.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$27.00

Instrument: 201741120900 - BK2706/PG4534 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$53.00
199000000341150	PRMTF \$1/\$.50	\$7.00
001000000208911	PRMTF FACC \$.10	\$1.30
199000000341160	PRMTF CLERK \$1.90	\$24.70
001000000208912	PRMTF BCC \$2	\$26.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$112.00

Instrument: 201741120901 - BK2706/PG4547 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$65.00
199000000341150	PRMTF \$1/\$.50	\$8.50
001000000208911	PRMTF FACC \$.10	\$1.60
199000000341160	PRMTF CLERK \$1.90	\$30.40
001000000208912	PRMTF BCC \$2	\$32.00
001000000341400	INDEXING NAMES	\$0.00
001000000229500	REFUND 001000000229500	\$34.00

Instrument Total:

\$171.50

Receipt Total: \$415.50

Amount Tendered: \$415.50

Overage: \$0.00

Check \$415.50 424100000510

Amount Paid:

Trevesta, Ph II-A – Private Residential Project w/Private Improvement Earthwork, Pavement, Storm Drainage System, Irrigation System



**AGREEMENT FOR PRIVATE SUBDIVISION
WITH PRIVATE IMPROVEMENTS
TREVESTA, PHASE II-A**

This Agreement is entered into as of December 12, 2017, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and VK TREVESTA, LLC, a FOREIGN LIMITED LIABILITY COMPANY (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer owns property (hereinafter the “Property”) in Manatee County, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a PRIVATE RESIDENTIAL subdivision with public streets and other public improvements, and public water and wastewater improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land development Code (the “Code”) adopted pursuant thereto; and

WHEREAS, Developer has made application to the County for approval of a proposed subdivision or final site plan identified as TREVESTA, PHASE II-A (PDMU-14-22/17-S-40 (F)); and

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” attached hereto and incorporated herein by reference (hereinafter, the “Private Improvements”), and the installation of water and/or wastewater utility improvements more particularly described in Exhibit “B-2”, and “B-3” attached hereto and incorporated herein by reference (the “Utility Improvements” and collectively with the Private Improvements, the “Improvements”); and

WHEREAS, as the Private Improvements will not be dedicated to the County or to the use and enjoyment of the general public, but will be reserved for the common use and enjoyment of the owners of the Property, and the Utility Improvements will be dedicated to the County; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

***Article I
INSTALLATION AND MAINTENANCE OF IMPROVEMENTS***

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements of PDMU-14-22/17-S-40 (F) (hereinafter, the “Development Order”), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct or maintain, or participate in any way in the construction or maintenance of the Improvements. The Private Improvements shall not be dedicated to the use and enjoyment of the general public, but shall be reserved for the common use and enjoyment of the owners of the Property. Developer shall create a homeowner’s association, a property owner’s association, a community development district and/or some other association (hereinafter the “Association”) acceptable to the County, which shall be responsible for the maintenance of the Private Improvements. The County shall not be required or obligated to maintain the Utility Improvements unless and until the County accepts the Utility Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever.

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over Property in the Project as necessary to allow the County to complete the Improvements.

1.5 Maintenance; Defects. The Association shall be solely responsible for maintaining the Private Improvements after the Developer transfer ownership of such Private Improvements. Developer shall provide and record protective covenants, conditions and restrictions (hereinafter the “Protective Covenants”) satisfactory to the County for the maintenance of the Private Improvements.

The Protective Covenants shall provide a method for the Developer or the Association to assess the owners of the Property for the cost of maintaining the Private Improvements. Moreover, the Protective Covenants shall provide that the Developer or the Association can impose liens against those residential units for which payment of any assessment is not made. The Developer agrees, for itself and on behalf of the Association and all other successors in interest, that the Protective Covenants shall remain in full force and effect at all times.

A. Public Utility Improvements. The Utility Improvements shall be dedicated to the County, and shall be covered by one or more defect securities suitable to the County conditioned to pay for any defects in such Improvements which shall become apparent within three (3) years after approval by the County, in accordance with Section 337 of the Code (hereinafter, a “Defect Security”). Should the Developer fail or refuse to correct any defect in any Utility Improvements in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvement, the County is hereby authorized to assess the cost of correcting defects in the Improvement against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants an easement over the Property as necessary to allow the County to maintain and correct defects in such Improvements. The Developer, for itself and its successors in ownership acknowledges Manatee County will not restore brick pavers in streets, driveways and or sidewalks, decorative landscaping, walls and/or fences within the utility easements. The Developer, for itself and its successors in ownership, acknowledges that minor settlement may occur with respect to the County's repair work to roads and driveways and that the Developer shall hold the County harmless from any liability due to any such minor settlement. The Developer acknowledges and agrees that the County shall not be liable or responsible in any manner for removal or replacement of concrete patches in order to match decorative pavements and driveways.

B. Private Street Maintenance; Conversion to Public Streets. The Protective Covenants shall provide that, upon any default by the Developer, the Association or their successors in interest, of the requirements set forth herein to maintain private streets within the subdivision, which in the view of the County constitutes a threat to the public health, safety or welfare, the County, after due notice of its declaration of a default and a reasonable time to cure, may remove any gates, take possession of the rights-of-way for said streets as public streets (without any obligation to compensate the Developer, the Association or other successors in interest) and assume responsibility for maintenance thereof. The Protective Covenants shall provide that the County may complete any deferred maintenance, or improve or reconfigure such streets, as necessary to bring them into compliance with the Code and County standards. The Protective Covenants shall provide that the County may assess the cost incurred pursuant to this subsection against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Protective Covenants shall provide that, alternatively, the County may use a temporary Municipal Service Taxing Unit or Municipal Service Benefit Unit applied to all or a portion of the Property to fund said costs. The Protective Covenants shall provide that the County shall have an easement over the Property as necessary to allow the County to carry out the provisions of this subsection.

The provisions of this Section 1.5 shall survive any release and termination of this Agreement pursuant to Section 1.12.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in the Utility Improvements during the three-year period specified in Section 15.A, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees resulting from or relating to the construction, maintenance or control of the Improvements by the Developer, its officers, agents or employees prior to transfer to the Association or dedication to the County, as the case may be. Upon the transfer of Private Improvements to the Association, the Association shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees, resulting from or relating to the maintenance or control of the Private Improvements by the Association, its officers, agents or employees. Developer shall set forth in the Protective Covenants the above-described maintenance and indemnification obligations of the Association, including a statement which declares that Manatee County is a third-party beneficiary of the Association's maintenance obligations, that Manatee County has the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction, and that the Association may not amend or remove from the Protective Covenants any of the foregoing language pertaining to the Association's maintenance and indemnification obligations without the County's written consent.

1.9 Emergency Access Easements. The Developer shall deed or dedicate to the County emergency access easements to the private drainage systems for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety, or general welfare. The granting of such easement shall not be construed to impose any obligation, burden, responsibility or liability upon the County to enter upon the subject property and take any action to repair or maintain the drainage system.

1.10 Ingress and Egress Easements for Services and Maintenance. Developer shall convey or dedicate (a) to delivery, pick-up and fire protection services, police and other governmental agencies, including private utility companies and other private companies providing necessary services to the Property or the owners of the Property, and (b) to the County for the maintenance of the Utility Improvements, perpetual non-exclusive ingress and egress easements over the private road systems.

1.11 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer's expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

grantees of any or all of the Property, the Association and all other successors and assigns in interest.

1.12 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator, or his or her designee, is hereby authorized to execute and record, at Developer's expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled. The obligations set forth in Section 1.5 hereof shall survive any automatic release, or release and termination, granted pursuant to this Section 1.12.

1.13 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County's right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.14 Exchange and Adjustment of Securities. Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.

1.15 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days from the submission of the defect security and release of the performance security.

Article II

TERM AND TERMINATION

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, this Agreement shall terminate upon completion of the Developer's obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III

AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee, and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2 Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV

MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

4.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

If to County: Manatee County Engineer
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
Facsimile: (941)708-7475

With copy to: Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Developer: VK Trevesta, LLC
701 South Olive Avenue, Suite 104
Palm Beach, FL 33401
Attention: James P. Harvey
Facsimile: (561)682-1050

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

**MANATEE COUNTY, a political
subdivision of the State of Florida**


By: Board of County Commissioners

By: 
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 17 day of December, 2017, by Ed Hunzeker (County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced _____ as identification.





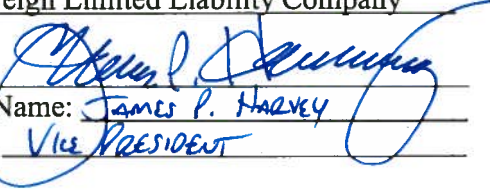

NOTARY PUBLIC Signature
Marianne Lopata
Printed Name

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

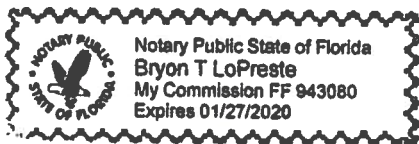

Print name: TROY E. SIMPSON

Print name: BRYAN T. LOPRESTE

VK Trevesta, LLC
a Foreign Limited Liability Company
By: 
Print Name: JAMES P. HARVEY
as its: VICE PRESIDENT
701 South Oliver Avenue, Suite 104
Postal Address
Palm Beach FL 33401
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of November,
20 17, by JAMES P. HARVEY as VICE PRESIDENT [name and title of signatory] of
VK TREVESTA LLC [name of company signing], a FLORIDA LLC [state of
formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/~~she~~ is
personally known to me or has produced _____ as identification.




NOTARY PUBLIC Signature
BRYON T. LOPRESTE
Printed Name

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

**EXHIBIT “A”
DESCRIPTION OF PROPERTY**

DESCRIPTION:

A portion of MECCA PARK COLONY, according to the plat thereof, recorded in Plat Book 1, Page 192-A, of the Public Records of Manatee County, Florida; Together with a portion of TRACT “B-5” of TREVESTA – PHASE IA, according to the plat thereof, recorded in Plat Book 60, Pages 166 through 196, of the Public Records of Manatee County, Florida, lying in Section 33, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of LOT 58 of said TREVESTA – PHASE IA, said point being on the Westerly boundary of said TREVESTA – PHASE IA, run thence along said Westerly boundary, Southerly, 135.05 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of $03^{\circ}45'09''$ (chord bearing $S.07^{\circ}58'38''E.$, 135.03 feet) to the POINT OF BEGINNING; thence continue along said Westerly boundary the following five (5) courses: 1) Southerly, 110.42 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of $03^{\circ}04'06''$ (chord bearing $S.11^{\circ}23'15''E.$, 110.41 feet); 2) $N.77^{\circ}04'42''E.$, a distance of 10.00 feet; 3) $S.13^{\circ}03'40''E.$, a distance of 10.00 feet; 4) $N.77^{\circ}04'42''E.$, a distance of 17.00 feet; 5) Southerly, 229.97 feet along the arc of a non-tangent curve to the left having a radius of 2035.00 feet and a central angle of $06^{\circ}28'30''$ (chord bearing $S.16^{\circ}26'26''E.$, 229.85 feet); thence Northerly, 23.06 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of $52^{\circ}51'00''$ (chord bearing $N.07^{\circ}18'29''E.$, 22.25 feet) to a point on the Westerly right-of-way of TREVESTA PLACE of said TREVESTA – PHASE IA; thence along said Westerly right-of-way, Southerly, 98.83 feet along the arc of a curve to the left having a radius of 2025.00 feet and a central angle of $02^{\circ}47'47''$ (chord bearing $S.20^{\circ}30'55''E.$, 98.82 feet); thence Northwesterly, 23.06 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of $52^{\circ}51'00''$ (chord bearing $N.48^{\circ}20'19''W.$, 22.25 feet) to aforesaid Westerly boundary of said TREVESTA – PHASE IA; thence along said Westerly boundary, Southeasterly, 402.08 feet along the arc of a curve to the left having a radius of 2035.00 feet and a central angle of $11^{\circ}19'15''$ (chord bearing $S.27^{\circ}00'46''E.$, 401.43 feet); thence $S.62^{\circ}54'15''W.$, a distance of 587.93 feet; thence $N.90^{\circ}00'00''W.$, a distance of 514.41 feet; thence $N.70^{\circ}28'55''W.$, a distance of 310.31 feet; thence $N.23^{\circ}49'04''E.$, a distance of 411.56 feet; thence Northwesterly, 475.77 feet along the arc of a curve to the right having a radius of 2510.00 feet and a central angle of $10^{\circ}51'37''$ (chord bearing $N.60^{\circ}45'08''W.$, 475.05 feet); thence Northwesterly, 95.02 feet along the arc of a compound curve to the right having a radius of 2510.00 feet and a central angle of $02^{\circ}10'08''$ (chord bearing $N.54^{\circ}14'15''W.$, 95.01 feet); thence Northwesterly, 265.65 feet along the arc of a compound curve to the right having a radius of 355.00 feet and a central angle of $42^{\circ}52'28''$ (chord bearing $N.31^{\circ}42'57''W.$, 259.49 feet); thence $N.10^{\circ}16'43''W.$, a distance of 62.75 feet; thence Easterly, 367.33 feet along the arc of a non-tangent curve to the right having a radius of 565.00 feet and a central angle of $37^{\circ}15'03''$ (chord bearing $S.81^{\circ}25'36''E.$, 360.90 feet); thence Easterly, 470.93 feet along the arc of a reverse curve to the left having a radius of 1435.00 feet and a central angle of $18^{\circ}48'11''$ (chord bearing $S.72^{\circ}12'10''E.$, 468.82 feet); thence Easterly, 175.84 feet along the arc of a reverse curve to the right having a radius of 565.00 feet and a central angle of $17^{\circ}49'53''$ (chord bearing $S.72^{\circ}41'19''E.$, 175.13 feet); thence Northeasterly, 609.42 feet along the arc of a reverse curve to the left having a radius of 345.00 feet and a central angle of $101^{\circ}12'36''$ (chord bearing $N.65^{\circ}37'19''E.$, 533.22 feet); thence $S.74^{\circ}58'59''E.$, a distance of 29.58 feet to aforesaid Westerly boundary of said TREVESTA – PHASE IA and the POINT OF BEGINNING.

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

EXHIBIT “B-1”
PRIVATE IMPROVEMENTS

	Improvement	Estimated Cost
1	Earthwork, Pavement, Storm Drainage System, Irrigation System	<u>\$811,824.00</u>
2		
3		\$
4		\$
5		\$

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

**EXHIBIT "B-2"
UTILITY IMPROVEMENTS**

	Improvement	Estimated Cost
1		\$
2		\$
3		\$
4		\$
5		\$

THIS PAGE LEFT INTENTIONALLY BLANK

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

**EXHIBIT “B-3”
UTILITY IMPROVEMENTS**

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES FOR THE ENTIRE
PROJECT

Trevesta, Ph II-A – Private Residential Project w/Private Improvement
Earthwork, Pavement, Storm Drainage System, Irrigation System

EXHIBIT “C”
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	Surety Bond No. 1151459 Issued through Lexon Insurance Company	<u>\$811,824.00</u>
2		
3		\$ _____
4		\$ _____
5		\$ _____

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: pringler

Changed By: PSCOTT

Receipt#: 900101227 Payee Name: VK TREVESTA LLC

Receipt Date: 12/21/2017

Instrument: 201741120898 - BK2706/PG4530 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$75.00

Instrument Total: \$105.00

Instrument: 201741120899 - BK2706/PG4531 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$13.00
199000000341150	PRMTF \$1/\$.50	\$2.00
001000000208911	PRMTF FACC \$.10	\$0.30
199000000341160	PRMTF CLERK \$1.90	\$5.70
001000000208912	PRMTF BCC \$2	\$6.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$27.00

Instrument: 201741120900 - BK2706/PG4534 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$53.00
199000000341150	PRMTF \$1/\$.50	\$7.00
001000000208911	PRMTF FACC \$.10	\$1.30
199000000341160	PRMTF CLERK \$1.90	\$24.70
001000000208912	PRMTF BCC \$2	\$26.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$112.00

Instrument: 201741120901 - BK2706/PG4547 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$65.00
199000000341150	PRMTF \$1/\$.50	\$8.50
001000000208911	PRMTF FACC \$.10	\$1.60
199000000341160	PRMTF CLERK \$1.90	\$30.40
001000000208912	PRMTF BCC \$2	\$32.00
001000000341400	INDEXING NAMES	\$0.00
001000000229500	REFUND 001000000229500	\$34.00

Instrument Total:

\$171.50

Receipt Total: \$415.50

Amount Tendered: \$415.50

Overage: \$0.00

Check \$415.50 424100000510

Amount Paid:

SURETY BOND
FOR PERFORMANCE OF REQUIRED IMPROVEMENTS
(Attachment "A") BOND NO. 1151458

KNOW ALL MEN BY THESE PRESENT:

That the Developer, VK Trevesta LLC as Principal, and Lexon Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$ 218,688.60 (Numbers) Two Hundred Eighteen Thousand Six Hundred Eighty-Eight and 60/100 (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Public Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated 12/17 (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Trevesta Phase IIA (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached "Agreement", the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety's address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alterations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and "Agreement for Public Subdivision Improvements" shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

INSURANCE COMPANY SIGNATURE FORM

FOR: Trevesta Phase IIA
(Name of Project)

BOND NO. 1151458

SIGNED AND SEALED this 26th day of September, 20 17

Lexon Insurance Company
Surety Company Name
By: [Signature]
Signature - As its Agent
Brook T. Smith, Attorney-in-Fact.
Print Name & Title
10002 Shelbyville Road, Suite 100
Address
Louisville KY 40223
City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 26th day of September, 2017, by Brook T. Smith as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.



NOTARY SEAL:

Sandra L. Fusinetti
Notary Public

Sandra L. Fusinetti
Print Name of Notary

Commission No. 549253 My Commission Expires: February 13, 2020

DEVELOPER SIGNATURE FORM

FOR: Trevesta Phase IIA
BOND NO. 1151458

WITNESSES OR CORPORATE SEAL:

Bob Martin
Witness
Paul Martin
Type or Print Name
Steve Benson
Witness
Type or Print Name

By: VK Trevesta LLC
Developer
BY: [Signature]
Signature
Howard Erbstein
Type or Print Name

its AUTHORIZED SIGNATORY

Title (If attorney-in-fact Attach Power of Attorney)
701 S. Olive Ave., Suite 104
Postal Address
West Palm Beach, FL 33401
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 5th day of October, 2017
by Howard Erbstein as Auth. Signatory (Title), on behalf of the corporation identified
herein as Developer and who is personally known to me or who has produced
(Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
Sasha Paradi
Print Name of Notary

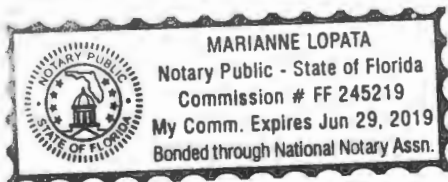
Approved and accepted for and on behalf of Manatee County, Florida, this 10th day of December, 2017.

MANATEE COUNTY
A political subdivision of the State of Florida
By: Board of County Commissioners
By: [Signature]
County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA
COUNTY OF: MANATEE

The foregoing instrument was acknowledged before me this 18 day of December, 2017,
by ED HUNZEKER (County Administrator) for and on behalf of the Manatee County Board of County
Commissioners who is personally known or has produced as identification



Marianne Lopata
Marianne Lopata

POWER OF ATTORNEY

LX- 307407

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Rebecca M. Reid, Leigh McCarthy, Michael Dix its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County Mv Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 26th Day of September, 2017.



BY [Signature] Andrew Smith Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. 1151459**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, VK Trevesta LLC as Principal, and Lexon Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$ 811,824.00 (Numbers) Eight Hundred Eleven Thousand Eight Hundred Twenty-Four and 00/100 (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Private Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated 12/12/17 (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Trevesta Phase IIA (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety's address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Agreement for Private Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

FORM INSURANCE COMPANY SIGNATURE FORM

FOR: Trevesta Phase IIA
(Name of Project)

BOND NO. 1151459

SIGNED AND SEALED this 26th day of September, 20 17

Lexon Insurance Company
Surety Company Name

By: Brook T. Smith
Signature - As its Agent

Brook T. Smith, Attorney-in-Fact
Print Name & Title

10002 Shelbyville Road, Suite 1001
Address

Louisville KY 40223
City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Signature

Print Name

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 26th day of September, 20 17, by Brook T. Smith as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced Personally Known (Type of Identification) as identification.

NOTARY SEAL:

Sandra L. Fusinetti
Notary Public

Sandra L. Fusinetti
Print Name of Notary

Commission No. 549253 My Commission Expires: February 13, 2020

DEVELOPER SIGNATURE FORM

FOR: Trevesta Phase IIA
BOND NO. 1151459

WITNESSES OR CORPORATE SEAL:

[Signature]
Witness
Paul Martin
Type or Print Name
[Signature]
Witness
Steve Beckson
Type or Print Name

VK Trevesta LLC
Developer
BY: [Signature]
Signature
Howard Erbstein
Type or Print Name

its AUTHORIZED SIGNATORY
Title (If attorney-in-fact Attach Power of Attorney)
701 South Olive Ave., Suite 104
Postal Address
West Palm Beach, FL 33401
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA
COUNTY OF: PAIM BEACH

The foregoing instrument was acknowledged before me this 5th day of October, 2017
by Howard Erbstein as Auth. Signatory (Title), on behalf of the corporation identified
herein as Developer and who is personally known to me or who has produced
_____ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
Sasha Parades
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 10th day of
December, 2017

MANATEE COUNTY
A political subdivision of the State of Florida
By: Board of County Commissioners
By: [Signature]
County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 18 day of December,
2017, by Edith Zeker (County Administrator) for and on behalf of Manatee County Board Of
County Commissioners, who is personally known to me or has produced _____
_____ as identification

NOTARY SEAL:



[Signature]
Notary Public
Marianne Lopata
Print Name of Notary

POWER OF ATTORNEY

LX- 307408

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Rebecca M. Reid, Leigh McCarthy, Michael Dix its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public - State of Tennessee Davidson County My Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 26th Day of September, 2017.



BY [Signature] Andrew Smith Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

December 12, 2017 - Regular Meeting
Agenda Item #12

Subject

Final Plat - Trevesta Phase II-A

Briefings

None

APPROVED In Open Session
Manatee County Board of County Commissioners

12/12/17

Contact and/or Presenter Information

Greg Marcotte, Sr. Planning & Zoning Tech, Ext 6215

Action Requested

1. Execute and record Final Subdivision Plat;
2. Accept, execute, and record Mortgagee's Joinder In and Ratification of Subdivision Plat and All Dedications and Reservations Thereon from Trevesta Community Development District;
3. Authorize the County Administrator to accept, execute, and record Agreement for Public Improvements for a Private Subdivision from VK Trevesta, LLC;
4. Authorize the County Administrator to accept, execute, and record Agreement for Private Improvements for a Private Subdivision from VK Trevesta, LLC;
5. Authorize the County Administrator to accept and execute Surety Bond for Performance of Required Public Improvements, Trevesta PHS II-A, Surety Bond No. 1151458 from Lexon Insurance Company for \$218,688.60;
6. Authorize the County Administrator to accept and execute Surety Bond for Performance of Required Private Improvements, Trevesta PHS II-A, Surety Bond No. 1151459 from Lexon Insurance Company for \$811,824.00.

Enabling/Regulating Authority

- MANATEE COUNTY LAND DEVELOPMENT CODE ORDINANCE 15-17, AS AMENDED;
- MANATEE COUNTY COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT GOAL 2.4, ADEQUATE PUBLIC FACILITIES IN ALL DEVELOPED OR DEVELOPING AREAS. The project has been issued a Certificate of Level of Service for Potable, Solid Waste, Sanitary Sewer, Transit, Drainage, Traffic, and Fire Protection, Objective 2.4.2 Concurrency, CLOS-15-001

Background Discussion

- The Final Subdivision Plat is for 40 Detached Single-Family Residential Units & Related Infrastructure.
- The Developer has posted Surety Bonds to warrant the required public and private infrastructure improvements - sewer, water, roadway, surveying, landscape-irrigation, and drainage.
- All common areas will be maintained by Trevesta Homeowners Association, Inc.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records [12/21/17 QA emailed to below list and Morris Engineering](#)

1. Please send the Plat Book and Page numbers to: greg.marcotte@mymanatee.org.
2. Please send the Plat Book and Page numbers to: susan.angersoll@mymanatee.org.
3. Please send the Plat Book and Page numbers to: todd.boyle@mymanatee.org.
4. Record all financial agreements associated with this plat per Ordinance 14-02.
5. Notify Public Works Department, Fiscal Management Division, Bond Coordinator, when original agreements and securities are ready for pick up: jane.oliver@mymanatee.org.

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Application.pdf](#)

Attachment: [Legal.pdf](#)

Attachment: [Agreements.pdf](#)

Attachment: [Bonds.pdf](#)

**MANATEE COUNTY GOVERNMENT
BUILDING & DEVELOPMENT SERVICES DEPARTMENT
LAND DEVELOPMENT APPLICATION**

Date: _____	FOR STAFF USE ONLY	20170294
File Number: _____		_____
File Name: _____		

This application shall be used for all land development
rezone or comprehensive plan amendment request.
Please attach appropriate standards or supplementary information, as applicable.

NAME OF THE PROJECT: TREVESTA PHS II-A
TYPE OF APPROVAL DESIRED: FINAL PLAT
LIST CASE NUMBERS OF PREVIOUS APPROVALS: PDMU-14-22/16-S-48(P) / FSP-16-51 & CLOS-15-001

A. Property Information

1. Legal Description: SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION
2. D. P. Number(s): 717600509, 717300209, 718000209
3. Section: 28 & 33 Township: 33S Range: _____
4. Subdivision Name (if Platted): NOT CURRENTLY PLATTED, WILL BE THE SAME AS THE PROJECT NAME
5. Lot: N/A 6. Block: N/A
7. Address or Location of Property (See Address Coordinator, if physical address is needed):
5000 – 5725 69th ST EAST, PALMETTO
8. Present Zoning Classification: PDMU
9. (If Rezone) Proposed Zoning Classification: N/A
10. (If Comprehensive Plan Map Amendment) Proposed Future Land Use Category: N/A
11. Future Land Use Category: UF-3
12. Flood Zone Category: AE, X Map/Panel Numbers: 12081C0159E
13. Property Size (to the nearest tenth of acre or sq. ft.): 24.554± AC
14. Existing Use(s) of Subject Property (i.e.: vacant, residence, commercial, etc.): VACANT / AGRICULTURE
15. Surrounding Land Use(s) (i.e.: vacant, residence, commercial, etc.):
a. North: RESIDENTIAL-TREVESTA PHS I-A c. East: A-1 SINGLE-FAMILY RESIDENTIAL;
PDR (FRESH MEADOWS & KEW GARDENS) & A-1 (CHURCH)
b. South: RESIDENTIAL -VACANT; FP&L EASEM'T d. West: L-75
16. Description of Proposed Activity or Use (Attach separate Sheet if Necessary):
PROPOSED FINAL PLAT OF TRACT "A", 24.554± - CONSISTING OF 40 DETACHED SINGLE-FAMILY RESIDENTIAL UNITS & RELATED INFRASTRUCTURE.

B. Names/Addresses

List all person(s) having ownership in subject property

1. Name of Property Owner: VK TREVISTA, LLC
Address: 701 S. OLIVE AVENUE, SUITE 104, PALM BEACH, FLORIDA
Zip: 33401 Telephone: 813.615.1244 Fax: _____
Email Address: jharvey@kolter.com

2. Name of Property Owner: _____
Address: _____
Zip: _____ Telephone: _____ Fax: _____
Email Address: _____

3. Name of Agent: MORRIS ENGINEERING & CONSULTING, LLC
Address: 6997 PROFESSIONAL PKWY EAST, STE B., SARASOTA
Zip: 34240 Telephone: 941.444.6644 Mobile: 941.228.4729
Email Address: mmorris@morrisengineering.net

4. Name of Engineer: MATTHEW J. MORRIS, P.E., MORRIS ENGINEERING & CONSULTING, LLC
Address: 6981 PROFESSIONAL PARKWAY EAST, LAKEWOOD RANCH, FLORIDA
Zip: 34240 Telephone: 941.444.6644 Mobile: 941.228.4729
Email Address: mmorris@morrisengineering.net

5. Name of Architect: TBD
Address: _____
Zip: _____ Telephone: _____ Fax: _____
Email Address: _____

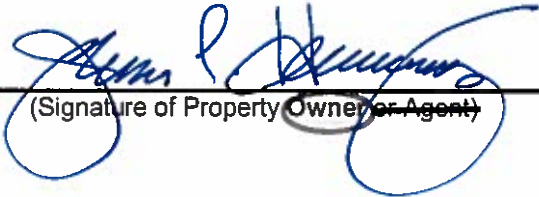
6. Name of Landscape Architect: TODD W. BONNETT, RLA OF BONNETT DESIGN GROUP, LLC
Address: 151 CIRCLE DRIVE, MAITLAND, FLORIDA
Zip: 32751 Telephone: 407.622.1588 Fax: 407.358.5363
Email Address: Todd@BonnettDesignGroup.com

NOTE: UNLESS OTHERWISE NOTED, ALL WRITTEN CORRESPONDENCE WILL BE SENT TO THE AGENT. IF THERE IS NO AGENT, COMMENTS WILL BE SENT TO THE PROPERTY OWNER.

C. Signature

I hereby certify that the information in this application is true and correct. I have read this application and understand that other review processes and fees may be required prior to applying for and receiving Building Permits and/or Final Development Approval.

By executing this application, I acknowledge that I am familiar with the Rules of Procedure which apply to the boards or commissions which will act on my application and that I have read and understand such Rules of Procedures.



(Signature of Property Owner or Agent)

Additional Information

CONTACT:

Building & Development Services Department
1112 Manatee Avenue West, Fourth Floor 34205
P. O. Box 1000, Bradenton, FL 34206

Telephone: (941) 748-4501, Extension 6871
Fax Number: (941) 708-6152
<http://www.mymanatee.org>

Exhibit "A"

(Trevesta - Phase IIA)

DESCRIPTION: A portion of MECCA PARK COLONY, according to the plat thereof, recorded in Plat Book 1, Page 192-A, of the Public Records of Manatee County, Florida; Together with a portion of TRACT "B-5" of TREVESTA – PHASE IA, according to the plat thereof, recorded in Plat Book 60, Pages 166 through 196, of the Public Records of Manatee County, Florida, lying in Section 33, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of LOT 58 of said TREVESTA – PHASE IA, said point being on the Westerly boundary of said TREVESTA – PHASE IA, run thence along said Westerly boundary, Southerly, 135.05 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03°45'09" (chord bearing S.07°58'38"E., 135.03 feet) to the POINT OF BEGINNING; thence continue along said Westerly boundary the following five (5) courses: 1) Southerly, 110.42 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03°04'06" (chord bearing S.11°23'15"E., 110.41 feet); 2) N.77°04'42"E., a distance of 10.00 feet; 3) S.13°03'40"E., a distance of 10.00 feet; 4) N.77°04'42"E., a distance of 17.00 feet; 5) Southerly, 229.97 feet along the arc of a non-tangent curve to the left having a radius of 2035.00 feet and a central angle of 06°28'30" (chord bearing S.16°26'26"E., 229.85 feet); thence Northerly, 23.06 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.07°18'29"E., 22.25 feet) to a point on the Westerly right-of-way of TREVESTA PLACE of said TREVESTA – PHASE IA; thence along said Westerly right-of-way, Southerly, 98.83 feet along the arc of a compound curve to the left having a radius of 2025.00 feet and a central angle of 02°47'47" (chord bearing S.20°30'55"E., 98.82 feet); thence Northwesterly, 23.06 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.48°20'19"W., 22.25 feet) to aforesaid Westerly boundary of said TREVESTA – PHASE IA; thence along said Westerly boundary, Southeasterly, 402.08 feet along the arc of a non-tangent curve to the left having a radius of 2035.00 feet and a central angle of 11°19'15" (chord bearing S.27°00'46"E., 401.43 feet); thence S.62°54'15"W., a distance of 587.93 feet; thence N.90°00'00"W., a distance of 514.41 feet; thence N.70°28'55"W., a distance of 310.31 feet; thence N.23°49'04"E., a distance of 411.56 feet; thence Northwesterly, 475.77 feet along the arc of a non-tangent curve to the right having a radius of 2510.00 feet and a central angle of 10°51'37" (chord bearing N.60°45'08"W., 475.05 feet); thence Northwesterly, 95.02 feet along the arc of a compound curve to the right having a radius of 2510.00 feet and a central angle of 02°10'08" (chord bearing N.54°14'15"W., 95.01 feet); thence Northwesterly, 265.65 feet along the arc of a compound curve to the right having a radius of 355.00 feet and a central angle of 42°52'28" (chord bearing N.31°42'57"W., 259.49 feet); thence N.10°16'43"W., a distance of 62.75 feet; thence Easterly, 367.33 feet along the arc of a non-tangent curve to the right having a radius of 565.00 feet and a central angle of 37°15'03" (chord bearing S.81°25'36"E., 360.90 feet); thence Easterly, 470.93 feet along the arc of a reverse curve to the left having a radius of 1435.00 feet and a central angle of 18°48'11" (chord bearing S.72°12'10"E., 468.82 feet); thence Easterly, 175.84 feet along the arc of a reverse curve to the right having a radius of 565.00 feet and a central angle of 17°49'53" (chord bearing S.72°41'19"E., 175.13 feet); thence Northeasterly, 609.42 feet along the arc of a reverse

curve to the left having a radius of 345.00 feet and a central angle of $101^{\circ}12'36''$ (chord bearing $N.65^{\circ}37'19''E.$, 533.22 feet); thence $S.74^{\circ}58'59''E.$, a distance of 29.58 feet to aforesaid Westerly boundary of said TREVESTA – PHASE IA and the POINT OF BEGINNING.

**MANATEE COUNTY PLANNING DEPARTMENT
AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION AFFIDAVIT**

Property Owner (Company or individual) *(print)*: VK TREVISTA, LLC
 Mailing Address *(print)*: 701 S. OLIVE AVENUE, STE 104
WEST PALM BEACH, FLORIDA 33401
 Officer's Name and Title *(print)*: JAMES P. HARVEY, VICE PRESIDENT

Being first duly sworn, depose(s) and say(s):

1. That I am (we are) the owner's and record title holder(s) of the following described property legal description, to wit SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

2. That this property constitutes the property for which a request for FINAL PLAT

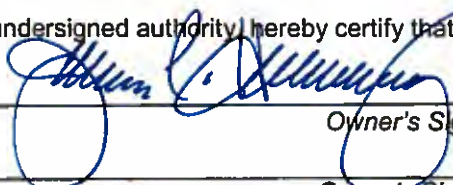
(Type of Application Approval Requested)

Is being applied for to Manatee County, Florida;

3. That the undersigned has (have) appointed and does (do) appoint MORRIS ENGINEERING & CONSULTING, LLC as agent(s) to execute any petitions or other documents necessary to affect such petition; and request that you accept my agent(s) signature as representing my agreement of all terms and conditions of the approval process;

4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;

5. That I, (we) the undersigned authority hereby certify that the foregoing is true and correct.

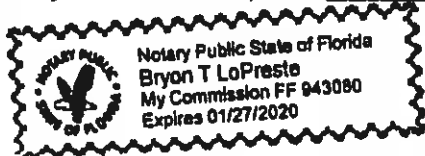
 / VICE PRESIDENT
 Owner's Signature / Print Title
 _____ / _____
 Owner's Signature / Print Title

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of JUNE 2017 by
 (date)
JAMES P. HARVEY, VICE PRESIDENT OF VK TREVISTA, LLC., who is personally known to me or
 (name of person acknowledging)

or who has produced _____ as identification.
 (type of identification)

My Commission Expires: 01-27-20





 Signature of Person Taking Acknowledgment
BRYON T. LoPRESTE
 Name
Notary Public
 Title or Rank

Exhibit "A"

(Trevesta - Phase IIA)

DESCRIPTION: A portion of MECCA PARK COLONY, according to the plat thereof, recorded in Plat Book 1, Page 192-A, of the Public Records of Manatee County, Florida; Together with a portion of TRACT "B-5" of TREVESTA – PHASE IA, according to the plat thereof, recorded in Plat Book 60, Pages 166 through 196, of the Public Records of Manatee County, Florida, lying in Section 33, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of LOT 58 of said TREVESTA – PHASE IA, said point being on the Westerly boundary of said TREVESTA – PHASE IA, run thence along said Westerly boundary, Southerly, 135.05 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03°45'09" (chord bearing S.07°58'38"E., 135.03 feet) to the POINT OF BEGINNING; thence continue along said Westerly boundary the following five (5) courses: 1) Southerly, 110.42 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03°04'06" (chord bearing S.11°23'15"E., 110.41 feet); 2) N.77°04'42"E., a distance of 10.00 feet; 3) S.13°03'40"E., a distance of 10.00 feet; 4) N.77°04'42"E., a distance of 17.00 feet; 5) Southerly, 229.97 feet along the arc of a non-tangent curve to the left having a radius of 2035.00 feet and a central angle of 06°28'30" (chord bearing S.16°26'26"E., 229.85 feet); thence Northerly, 23.06 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.07°18'29"E., 22.25 feet) to a point on the Westerly right-of-way of TREVESTA PLACE of said TREVESTA – PHASE IA; thence along said Westerly right-of-way, Southerly, 98.83 feet along the arc of a compound curve to the left having a radius of 2025.00 feet and a central angle of 02°47'47" (chord bearing S.20°30'55"E., 98.82 feet); thence Northwesterly, 23.06 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.48°20'19"W., 22.25 feet) to aforesaid Westerly boundary of said TREVESTA – PHASE IA; thence along said Westerly boundary, Southeasterly, 402.08 feet along the arc of a non-tangent curve to the left having a radius of 2035.00 feet and a central angle of 11°19'15" (chord bearing S.27°00'46"E., 401.43 feet); thence S.62°54'15"W., a distance of 587.93 feet; thence N.90°00'00"W., a distance of 514.41 feet; thence N.70°28'55"W., a distance of 310.31 feet; thence N.23°49'04"E., a distance of 411.56 feet; thence Northwesterly, 475.77 feet along the arc of a non-tangent curve to the right having a radius of 2510.00 feet and a central angle of 10°51'37" (chord bearing N.60°45'08"W., 475.05 feet); thence Northwesterly, 95.02 feet along the arc of a compound curve to the right having a radius of 2510.00 feet and a central angle of 02°10'08" (chord bearing N.54°14'15"W., 95.01 feet); thence Northwesterly, 265.65 feet along the arc of a compound curve to the right having a radius of 355.00 feet and a central angle of 42°52'28" (chord bearing N.31°42'57"W., 259.49 feet); thence N.10°16'43"W., a distance of 62.75 feet; thence Easterly, 367.33 feet along the arc of a non-tangent curve to the right having a radius of 565.00 feet and a central angle of 37°15'03" (chord bearing S.81°25'36"E., 360.90 feet); thence Easterly, 470.93 feet along the arc of a reverse curve to the left having a radius of 1435.00 feet and a central angle of 18°48'11" (chord bearing S.72°12'10"E., 468.82 feet); thence Easterly, 175.84 feet along the arc of a reverse curve to the right having a radius of 565.00 feet and a central angle of 17°49'53" (chord bearing S.72°41'19"E., 175.13 feet); thence Northeasterly, 609.42 feet along the arc of a reverse

curve to the left having a radius of 345.00 feet and a central angle of $101^{\circ}12'36''$ (chord bearing $N.65^{\circ}37'19''E.$, 533.22 feet); thence $S.74^{\circ}58'59''E.$, a distance of 29.58 feet to aforesaid Westerly boundary of said TREVESTA – PHASE IA and the POINT OF BEGINNING.

MANATEE COUNTY

ITEM 1 OF 1

MISC FEES RECEIPT

RECEIPT # : 31000024104

PRINT DATE : 06/15/2017

RECEIPT DATE : 06/15/2017

PRINT TIME : 12:08:01

OPERATOR : dfinsted

COPY # : 1

RECEIVED BY : DFINSTED

CASH DRAWER: 31

REC'D. FROM : VK TREVETA LLC

Notes: TREVETA PH II-A
DTS#20170294

FEE ID	DESCRIPTION	PAYMENT
FSUB	FINAL SUBDIV PLAT	5460.00
TOTAL		5460.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK/MONEY ORDER	5,460.00	4241-00000406
TOTAL RECEIPT :	5,460.00	

Prepared by and when
recorded mail to:
Jessica Paz Mahoney, Esq.
Feidran & Mahoney, P.A.
2240 Belleair Road, Suite 210
Clearwater, FL 33764

Recording cross-reference:
O.R. Book 2643, Page 1357

**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TREVESTA
(Trevesta - Phase IIA)**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Trevesta ("Supplemental Declaration") is made as of _____, 2017 by VK TREVESTA LLC, a Delaware limited liability company ("Declarant"), with reference to the following facts:

A. Capitalized terms used in this Supplemental Declaration which are not defined herein shall have the meaning ascribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Trevesta, which was recorded on October 13, 2016, in O.R. Book 2643 Page 1357, of the Public Records of Manatee County, Florida (as amended and supplemented from time to time, collectively, the "Declaration").

B. Declarant desires to supplement the Declaration by submitting Additional Property thereto, pursuant to Article II of the Declaration, and to designate the Additional Property as a Service Area pursuant to Article I, Section 2(ii) of the Declaration, and provide for Service Area Assessments pursuant to Article I, Section 2(jj) and Article VI, Section 8 of the Declaration, as set forth herein.

NOW, THEREFORE, Declarant hereby declares that the property described on Exhibit "A" of this Supplemental Declaration shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of the Declaration as amended by this Supplemental Declaration as follows:

1. Additional Property. That certain property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, constituting part of the Additional Property described in the Declaration, is hereby made subject to the Declaration. Exhibit "A" attached to this Supplemental Declaration, is hereby added as a supplementary Exhibit "A" to the Declaration, and such Additional Property hereafter constitutes part of the Property.

2. Trevesta - Phase II Service Area Designation. The Additional Property described on Exhibit "A" attached hereto, is hereby designated as the Trevesta - Phase II Service Area. The

Lots platted, or to be platted, in the Trevesta - Phase II Service Area shall be subject to Service Area Assessments, as provided in Article I, Section 2(jj), and Article VI, Section 8 of the Declaration, for services or improvements provided by the Association for such Service Area, including, without limitation, operation, maintenance and repair of private road(s), gate(s) and landscaped area(s)

3. Incorporation of Exhibits. All of the Exhibits attached to the original Declaration (as may have been amended) including, without limitation, Exhibit "E" (List of Holdings/Common Area and Common Maintenance Area), Exhibit "F" (Notice to Buyers), Exhibit "G" (Maintenance Program) and Exhibit "I" (Fiscal and Budgetary Information for Trevesta) apply to and include the Additional Property and Trevesta - Phase II Service Area, and are incorporated herein by reference.

[Remainder of page left blank. Signature page follows.]

EXHIBIT "A"

(Trevesta - Phase IIA)

DESCRIPTION: A portion of MECCA PARK COLONY, according to the plat thereof, recorded in Plat Book 1, Page 192-A, of the Public Records of Manatee County, Florida; Together with a portion of TRACT "B-5" of TREVESTA - PHASE IA, according to the plat thereof, recorded in Plat Book 60, Pages 166 through 196, of the Public Records of Manatee County, Florida, lying in Section 33, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of LOT 58 of said TREVESTA - PHASE IA, said point being on the Westerly boundary of said TREVESTA - PHASE IA, run thence along said Westerly boundary, Southerly, 135.05 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03°45'09" (chord bearing S.07°58'38"E., 135.03 feet) to the POINT OF BEGINNING; thence continue along said Westerly boundary the following five (5) courses: 1) Southerly, 110.42 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03°04'06" (chord bearing S.11°23'15"E., 110.41 feet); 2) N.77°04'42"E., a distance of 10.00 feet; 3) S.13°03'40"E., a distance of 10.00 feet; 4) N.77°04'42"E., a distance of 17.00 feet; 5) Southerly, 229.97 feet along the arc of a non-tangent curve to the left having a radius of 2035.00 feet and a central angle of 06°28'30" (chord bearing S.16°26'26"E., 229.85 feet); thence Northerly, 23.06 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.07°18'29"E., 22.25 feet) to a point on the Westerly right-of-way of TREVESTA PLACE of said TREVESTA - PHASE IA; thence along said Westerly right-of-way, Southerly, 98.83 feet along the arc of a curve to the left having a radius of 2025.00 feet and a central angle of 02°47'47" (chord bearing S.20°30'55"E., 98.82 feet); thence Northwesterly, 23.06 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.48°20'19"W., 22.25 feet) to aforesaid Westerly boundary of said TREVESTA - PHASE IA; thence along said Westerly boundary, Southeasterly, 402.08 feet along the arc of a curve to the left having a radius of 2035.00 feet and a central angle of 11°19'15" (chord bearing S.27°00'46"E., 401.43 feet); thence S.62°54'15"W., a distance of 587.93 feet; thence N.90°00'00"W., a distance of 514.41 feet; thence N.70°28'55"W., a distance of 310.31 feet; thence N.23°49'04"E., a distance of 411.56 feet; thence Northwesterly, 475.77 feet along the arc of a curve to the right having a radius of 2510.00 feet and a central angle of 10°51'37" (chord bearing N.60°45'08"W., 475.05 feet); thence Northwesterly, 95.02 feet along the arc of a compound curve to the right having a radius of 2510.00 feet and a central angle of 02°10'08" (chord bearing N.54°14'15"W., 95.01 feet); thence Northwesterly, 265.65 feet along the arc of a compound curve to the right having a radius of 355.00 feet and a central angle of 42°52'28" (chord bearing N.31°42'57"W., 259.49 feet); thence N.10°16'43"W., a distance of 62.75 feet; thence Easterly, 367.33 feet along the arc of a non-tangent curve to the right having a radius of 565.00 feet and a central angle of 37°15'03" (chord bearing S.81°25'36"E., 360.90 feet); thence Easterly, 470.93 feet along the arc of a reverse curve to the left having a radius of 1435.00 feet and a central angle of 18°48'11" (chord bearing S.72°12'10"E., 468.82 feet); thence Easterly, 175.84 feet along the arc of a reverse curve to the right having a radius of 565.00 feet and a central angle of 17°49'53" (chord bearing S.72°41'19"E., 175.13 feet); thence Northeasterly, 609.42 feet along the arc of a reverse curve to the left having a radius of 345.00 feet and a central angle of 101°12'36" (chord bearing N.65°37'19"E., 533.22 feet); thence S.74°58'59"E., a distance of 29.58 feet to aforesaid Westerly boundary of said TREVESTA - PHASE IA and the POINT OF BEGINNING.

Lots 392 through 431, inclusive, Trevesta - Phase II, to be platted within the Additional Property described above, are in the Trevesta - Phase IIA Service Area, and are subject to Service Area Assessments as set forth in this Supplemental Declaration.

Prepared by and return to:

Jessica Paz Mahoney, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road
Suite 210
Clearwater, FL 33764

Recording cross reference:
O.R. Book 2643, Page 1357

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
TREVESTA

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TREVESTA ("Amendment") is made on _____, 2017, by VK TREVESTA LLC, a Delaware limited liability company ("Developer") with reference to the following facts:

A. Developer is the "Developer" under that certain Declaration of Covenants, Conditions and Restrictions for Trevesta, which was recorded on October 13, 2016, in O.R. Book 2643 Page 1357, of the Public Records of Manatee County, Florida (as supplemented, collectively, the "Declaration").

B. Pursuant to the authority granted to Developer in Article IX, Section 1 of the Declaration, prior to Turnover, Developer may unilaterally amend the Declaration for any purpose, except as prohibited by applicable law, without the joinder or consent of any other party.

C. Turnover has not occurred as of the date of this Amendment, and Developer desires to amend the Declaration as required by Manatee County, as more specifically set forth herein.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Recitals. The foregoing recitals are true and complete and are hereby incorporated into this Amendment by this reference.

2. Express Prohibitions. As required by Manatee County, Article III, Section 9(c) of the Declaration is hereby amended and restated in its entirety as follows:

c. Express Prohibitions. In addition to any other restrictions set forth in subsection b, above, unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of areas designated on the Plats or herein as wetlands or wetland buffer areas without the prior consent of Manatee County:

i. Development, as defined by the Manatee County Land Development Code.

- ii. Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
- iii. Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
- iv. Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
- v. Removal, mowing, or trimming of trees, shrubs or other vegetation.
- vi. Application of herbicides, pesticides or fertilizers.
- vii. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
- viii. Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- ix. Planting of vegetative material that is not native to the Southwest region of Florida.

3. List of Holdings. As required by Manatee County, the "LIST OF HOLDINGS/Common Area and Common Maintenance Area" attached to the Declaration as Exhibit "E" is hereby amended and restated in its entirety, and replaced with Exhibit "E" attached to this Amendment. Exhibit "E" attached to this Amendment hereafter constitutes Exhibit "E" of the Declaration.

4. Notice to Buyers. As required by Manatee County, the "Notice to Buyers" attached to the Declaration as Exhibit "F" is hereby amended and restated in its entirety (Schedule 1 attached to Exhibit "F" remains unmodified), and replaced with Exhibit "F" attached to this Amendment. Exhibit "F" attached to this Amendment hereafter constitutes Exhibit "F" of the Declaration.

5. Fiscal and Budgetary Information. The "Fiscal and Budgetary Information for Trevesta" attached to the Declaration as Exhibit "I" is hereby amended and restated in its entirety, and replaced with Exhibit "I" attached to this Amendment, for the purpose of updating the 10-year budget for gated neighborhoods to include additional Lots. Exhibit "I" attached to this Amendment hereafter constitutes Exhibit "I" of the Declaration.

6. Capitalized Terms, Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

[Signature page follows.]

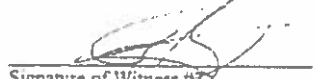
IN WITNESS WHEREOF, Developer has executed this Amendment the date first stated above.

WITNESSES:

DEVELOPER:

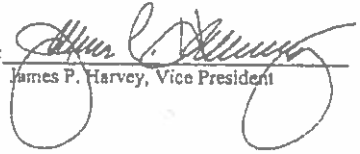

Signature of Witness #1

CANDICE SMITH
Typed/Printed Name of Witness #1



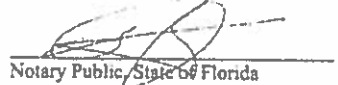
Signature of Witness #2
Bryan T. LoPresti
Typed/Printed Name of Witness #2

VK TREVESTA LLC.
a Delaware limited liability company

By: 
James P. Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of November, 2017, by James P. Harvey, as Vice President of VK Trevesta LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or is has produced as identification.


Notary Public, State of Florida

Bryan T. LoPresti
Print Name
My Commission Expires: 01.27.20



Exhibit E - Association Holdings

**TREVESTA
 A SUBDIVISION**

LIST OF HOLDINGS/COMMON AREA AND COMMON MAINTENANCE AREA

Below is a list of proposed holdings of the Trevesta Homeowners Association, Inc., a Florida corporation not-for-profit (the "Association") and the Trevesta Community Development District ("CDD") for the plat of Trevesta - Phase IA and the plat of Trevesta - Phase IIA. The tracts described are as designated on the plat of Trevesta - Phase IA, a subdivision or on the plat of Trevesta Phase IIA, a subdivision, and consists of lands within Trevesta and improvements thereon:

Trevesta - Phase IA		
Tract	Designation	Ownership/Maintenance Entity
Tract "A-1"	Private Right-of-Way	Association
Tract "B-1"	Open Space	CDD
Tract "B-2"	Landscape Buffer, Irrigation, Wall and Utility Easement	CDD
Tract "B-3"	Landscape Buffer, Irrigation, Wall and Utility Easement	CDD
Tract "B-4"	Landscape Buffer, Irrigation, Wall and Utility Easement	CDD
Tract "B-5"	Landscape Buffer, Irrigation, Wall and Utility Easement	CDD
Tract "L-10"	Landscape Buffer and Drainage Easement	CDD
Tract "L-16"	Drainage Easement	CDD
Tract "L-18"	Landscape Buffer, Irrigation, Wall, Drainage Easement and Utility Easement	CDD
Tract "L-20"	Landscape Buffer, Irrigation, Wall, Drainage Easement and Utility Easement	CDD
Tract "RA-1"	Recreation Area*	Association
Tract "W-F"	Conservation Easement Wetlands/Wetland Buffers, Public Flowage Easement	CDD
Trevesta - Phase IIA		
Tract	Designation	Ownership/Maintenance Entity
Tract "A"	Private Right of Way, Public Utility Easement, and Private Drainage Easement	Association
Tract "B"	Open Space	CDD

Tract "L"	<u>Private Drainage and Access Easement</u> <u>Public Flowage Easement</u>	CDD
Tract "W"	<u>Conservation Area</u> <u>Public Flowage Easement</u>	CDD

**Notwithstanding the labeling of Tract "RA-1" for Recreation Area, Tract "RA-1" may be used for other purposes including irrigation utility facilities.*

It is contemplated that the Trevesta Homeowners Association, Inc. will take title to any tracts listed above as Association Tracts and the improvements thereon and use and maintain the same pursuant to the Declaration to which this Exhibit is attached ("Declaration") and the Land Development Code of Manatee County, Florida.

The use and maintenance of such Association Tracts will be subject to the Declaration and the Land Development Code of Manatee County, Florida.

Exhibit F - Notice to Buyers
NOTICE TO BUYERS

All capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration of Covenants, Conditions and Restrictions for Trevesta, as amended from time to time (the "Declaration"), to which this Notice to Buyers is attached. The following notice is provided to purchasers of Lots in TREVESTA (the "Subdivision"), located in Manatee County, Florida:

1. Each Lot is subject to the Declaration, a copy of which shall be provided upon execution of your contract to purchase.
2. Ownership of a Lot in said Subdivision automatically makes you a member of TREVESTA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), and you are subject to its Articles of Incorporation, Bylaws and Rules. The Association's Articles of Incorporation, Bylaws, together with the Declaration are referred to herein as the "Governing Documents." Each Lot entitles its Owner to One (1) vote in the affairs of the Association.
3. The Association has the right and power to assess and collect, as provided in the Governing Documents, the costs of maintenance of the Common Area and Common Maintenance Area, which you have a right to enjoy, in accordance with, and subject to, the Governing Documents. A proposed budget for maintenance of Common Area and Common Maintenance Area for the first ten (10) years is attached to the Declaration as Exhibit "J", but is subject to adoption, amendment and/or modification by the Board of Directors.
4. The initial proposed assessment by the Association for the first year of operation of the Association is \$477.73 annually for each Lot. You are hereby notified that the Association may increase that amount as may be required to maintain the Common Area or Common Maintenance Area of the Subdivision.
5. The Owner of each Lot shall be responsible for the planting and maintenance of trees on such Lot as required by Manatee County pursuant to final site plan approval for the Subdivision. Such plan approval requires that each Lot owner plant trees in accordance with the Manatee County Land Development Code. Design Review Committee approval as required by the Declaration shall be withheld until such time as the plans and submissions presented for each Lot comply with the tree planting obligations provided for herein. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the trees and such trees may not be removed without appropriate permits and authorizations provided by Manatee County. In the event that a tree planted in compliance with the requirements of this paragraph dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days thereafter, as required by the terms of the Declaration and the County's Land Development Code. If an Owner fails to comply with the foregoing requirements, then after notice and compliance with the procedural requirements of the Declaration, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as a Specific Assessment. Until so collected, such costs shall be treated as an expense to the Association. The following is a Tree Planting Schedule which defines requirements for approved Subdivision tree installation:

TREE PLANTING SCHEDULE

Lot Number	Required Street Trees	Required Lot Trees
All Lots	1	1

NOTE: The required number of street trees and lot trees shall be planted prior to the issuance of the final certificate of occupancy for each home. All street trees shall be planted within 25 feet of the public right of way and not within the public right of way or any public or private utility easements. Each street tree or lot tree shall be a Native Canopy Tree having the following minimum specification: 3 inch caliper, having an overall height of 10 feet and a 25-foot minimum spacing (spr) between trees. Palm trees may not be utilized to meet this requirement, except as permitted by Section 701.3 of the Manatee County Land Development Code and approved by the Developer or the Association. Maintenance of street trees shall be the responsibility of the Owner.

6. Street Trees:

a. Canopy trees within 10' of a public sidewalk shall meet Manatee County Public Works Standard Section 301.0 and Exhibit 301.1 entitled "Sidewalk Location Close to Trees". All sidewalks in the right of way within 10' of an existing or proposed tree that will exceed 6" in diameter at maturity shall be 5" thick and contain 2-#3 rebar centered vertically and spaced 3' on center. Palms are not considered trees.

b. If within ten (10') ft. of the tree trunk, potable water service line shall have 48 inches of cover from top of pipe from the meter to the home connection; or, as an alternative, the water line may be installed at 18 inches with a polyethylene service pipe conforming with AWWA C-901.

c. Where within ten (10') ft. of the tree trunk, irrigation service lines from the street shall have 48 inches of cover from top of pipe to the valve, or, as an alternative, the irrigation line may be installed at 18 inches with a polyethylene service pipe conforming with AWWA C-901. Irrigation valve shall be located as far as possible from the regulated street tree location to minimize impacts to this infrastructure.

7. Landscape plantings and irrigation shall be provided at various landscape buffer locations within the Subdivision, as shown in the Final Site Plan for the Subdivision. Purchasers are hereby notified that such plantings are a code requirement, constituting an obligation on the part of the Developer, its successors and assigns, to Manatee County for Subdivision approval, and as such, plantings and irrigation may not be removed, altered, or destroyed. The costs for the maintenance and replacement of such irrigation and planting shall be borne by the Developer, its successors and assigns, which may include the CDD or the Association.

8. It shall be the responsibility of each Owner at the time of construction of a building, residence or structure, to comply with the requirements, if any, of the Manatee County

- Public Works Department to have the ability to connect into any system for reclaimed effluent irrigation which may be installed in the future.
9. Sidewalks for individual lots shall be installed at the time of home construction prior to the issuance of a Certificate of Occupancy. All sidewalks shall be installed in accordance with the approved construction drawings or meeting the standards of the Manatee County Land Development Code.
 10. AT THE CLOSING OF THE SALE OF EACH LOT IN THE PROPERTY FROM A BUILDER TO THE FIRST HOMEBUYER OF A RESIDENTIAL UNIT, THE HOMEBUYER SHALL PAY TO THE ASSOCIATION AN INITIAL CONTRIBUTION IN THE AMOUNT OF TWO HUNDRED FIFTY DOLLARS (\$250.00) (THE "START-UP ASSESSMENT").
 11. Portions of the internal streets within this Subdivision are privately owned and maintained by either a Homeowner's Association or other appropriate legal entity.
 12. This project includes commercial development (maximum 100,000 square feet with a 0.14 FAR) and multi-family residential development (300 units) and these uses may be developed without notice to adjoining property owners.
 13. 60th Avenue East may be completed to four (4) lanes in the future.
 14. The property located to the north of Village A residential lots 21 – 41 is approved for commercial development. *[Village, Lot and other references are per the Preliminary Site Plan for Trevesta, as approved by Manatee County, the Master Site Plan of which is attached as Schedule 1 of this Exhibit "F" for reference. *]*
 15. Prior to Final Plat approval for Village A, Lots 1 – 10, the required 8-foot high noise abatement barrier wall shall be constructed as shown on the Master Site Plan Sheet and the Landscaping Plan of the Preliminary Site Plan set. The landscaping shall be placed on the 60th Avenue East side of the barrier wall. *[Village, Lot and other references are per the Preliminary Site Plan for Trevesta, as approved by Manatee County, the Master Site Plan of which is attached as Schedule 1 of this Exhibit "F" for reference. *]*
 16. Prior to Final Plat approval for Village B lots which would be located in the area south of Lot 1 (Village A), west of Loop A for approximately 1,152 linear feet, the required 8-foot high noise abatement barrier wall shall be constructed as shown on the Master Site Plan Sheet and the Landscaping Plan of the Preliminary Site Plan set. The landscaping shall be placed on the 60th Avenue East side of the barrier wall. *[Village, Lot and other references are per the Preliminary Site Plan for Trevesta, as approved by Manatee County, the Master Site Plan of which is attached as Schedule 1 of this Exhibit "F" for reference *]*
 17. Prior to Final Plat approval for Village E lots located north of Street J and adjacent to Court K, the required 8-foot high noise abatement barrier wall shall be constructed as shown on the Master Site Plan Sheet and the Landscaping Plan of the Preliminary Site Plan set. The landscaping shall be placed on the 60th Avenue East side of the barrier wall. *[Village, Lot and other references are per the Preliminary Site Plan for Trevesta, as approved by*

Manatee County, the Master Site Plan of which is attached as Schedule J of this Exhibit "F" for reference.]*

18. The multi-family development is required to provide the following noise abatement construction techniques. These techniques are required for all of the multi-family buildings.
 - a. All exterior windows, including sliding glass doors, shall be double paned or laminated glass with a STC rating of approximately 38 dB or higher.
 - b. All entrance doors shall be solid core soundproof type doors with soft resilient perimeter gaskets and threshold seals.
 - c. Air gaps around prefabricated door assemblies shall be sealed before installation of finish molding.
 - d. Holes through exterior walls for gas, water pipes, electrical conduits, etc., must be sealed airtight with a resilient non-setting caulking compound. Exterior vent openings shall be minimized and, to the extent possible, oriented away from the noise source.
 - e. All exterior walls of living areas shall be constructed of poured concrete, cinder block, brick or other masonry materials. A combination stucco-/frame wall may be utilized provided that a minimum of 7/8 inch stucco is used and fiberglass building insulation is placed between the studs.
19. The maximum commercial square footage shall not exceed 100,000 square feet (a 0.14 FAR).
20. In accordance with LDC Section 704.59.3.3.2, no residential lots are approved within the 220' fall down radius of the existing cell tower. The fall down radius shall be shown on any future development applications.
21. All project buffers shall be provided as shown in the PSP Landscaping Plan. The location and details of the proposed berms within the buffer shall be reviewed and approved concurrent with Final Site Plan. Buffers shall also meet the minimum requirements of LDC Section 737.5.1 (Entranceway Landscaping).
22. At the time of Final Site Plan, the applicant shall demonstrate that vegetation within areas identified as Natural Vegetation Buffers on the Preliminary Site Plan is adequately protected during construction and that the vegetation that remains after nuisance, exotic species removal will meet or exceed the buffering requirements of the Land Development Code. Areas not meeting the minimum buffer requirements shall be planted with vegetation as necessary to meet Land Development Code standards.

23. A Buffer Type B shall be provided between the commercial development and the residential uses in Village A (generally lots 21 – 41). *[Village, Lot and other references are per the Preliminary Site Plan for Trevesta, as approved by Manatee County, the Master Site Plan of which is attached as Schedule 1 of this Exhibit "F" for reference.]*
24. All dumpsters, compactors, and other utility equipment shall be screened from view from 69th Street East, 60th Avenue East, and Boulevard P and adjacent residential property with a 6-foot high wall constructed with building materials matching the principal building.
25. All roof mounted H.V.A.C. mechanical equipment shall be screened from view from 69th Street East, 60th Avenue East and Boulevard P and adjacent residential property. This mechanical equipment shall be screened with a solid parapet wall or other noise deflecting materials and shall be consistent with the construction materials of the main buildings.
26. As provided in Article III, Section 9(c) of this Declaration, unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of areas designated on the Plats or herein as wetlands or wetland duffer areas (including Conservation Areas) without the prior consent of Manatee County:
 - a. Development, as defined by the Manatee County Land Development Code.
 - b. Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
 - c. Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
 - d. Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
 - e. Removal, mowing, or trimming of trees, shrubs or other vegetation.
 - f. Application of herbicides, pesticides or fertilizers.
 - g. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
 - h. Surface use except for purposes that permit the land or water areas to remain in its natural condition.
 - i. Planting of vegetative material that is not native to the Southwest region of Florida.
27. The Subdivision is located adjacent to rural, agricultural and/or natural resource land management areas. Smoke from open burning, odors, dust and noises associated with these existing land uses may occur on an ongoing basis. Potential buyers of property in this area shall recognize the need for such land management activities.
28. The Subdivision lies in Zones X and AE per Firm Panel 12081C0159E, effective March 17, 2014.

THE BUYER IS HEREBY NOTIFIED THAT IF THEIR STRUCTURE LIES WITHIN THE FLOODPLAIN, THEIR MORTGAGE LENDER MAY REQUIRE THEM TO PURCHASE FLOOD INSURANCE. SUCH MORTGAGE LENDER MAY MAKE ITS OWN DETERMINATION, WHICH MAY DIFFER FROM

MANATEE COUNTY BUILDING AND DEVELOPMENT SERVICES
DEPARTMENT'S FLOODPLAIN DIVISION

29. Visibility Triangles must be maintained per the Land Development Code of Manatee County, Florida.
30. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, or any lot sales contract between any homebuyer and any Builder or Declarant.

**Schedule 1 is not modified by this Amendment, and remains as set forth in the original Declaration.*

Exhibit I - Budget

**FISCAL AND BUDGETARY INFORMATION
FOR
TREVESTA**

The estimated ten-year fiscal budget for Trevesta is provided below. The budget is for a ten (10) year period which begins in 2016.* This budget is for the operation and maintenance of the Common Area and Common Maintenance Area by the Association.

**The updated 10-year budget for gated neighborhoods begins 2017 for the purpose of including additional Lots.*

[Attached on the following page.]

Trustee's RDA
 50 Year Budget
 based on old rates

INCOME	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
AMOUNTS	\$ 387,186.25	\$ 420,085.56	\$ 458,879.04	\$ 498,613.83	\$ 498,134.53	\$ 491,091.25	\$ 501,835.81	\$ 517,812.80	\$ 533,108.73	\$ 579,556.17	\$ 607,373.88
TOTAL INCOME	\$387,186.25	\$420,085.56	\$458,879.04	\$498,613.83	\$498,134.53	\$491,091.25	\$501,835.81	\$517,812.80	\$533,108.73	\$579,556.17	\$607,373.88

EXPENSES FOR THE ASSOCIATION

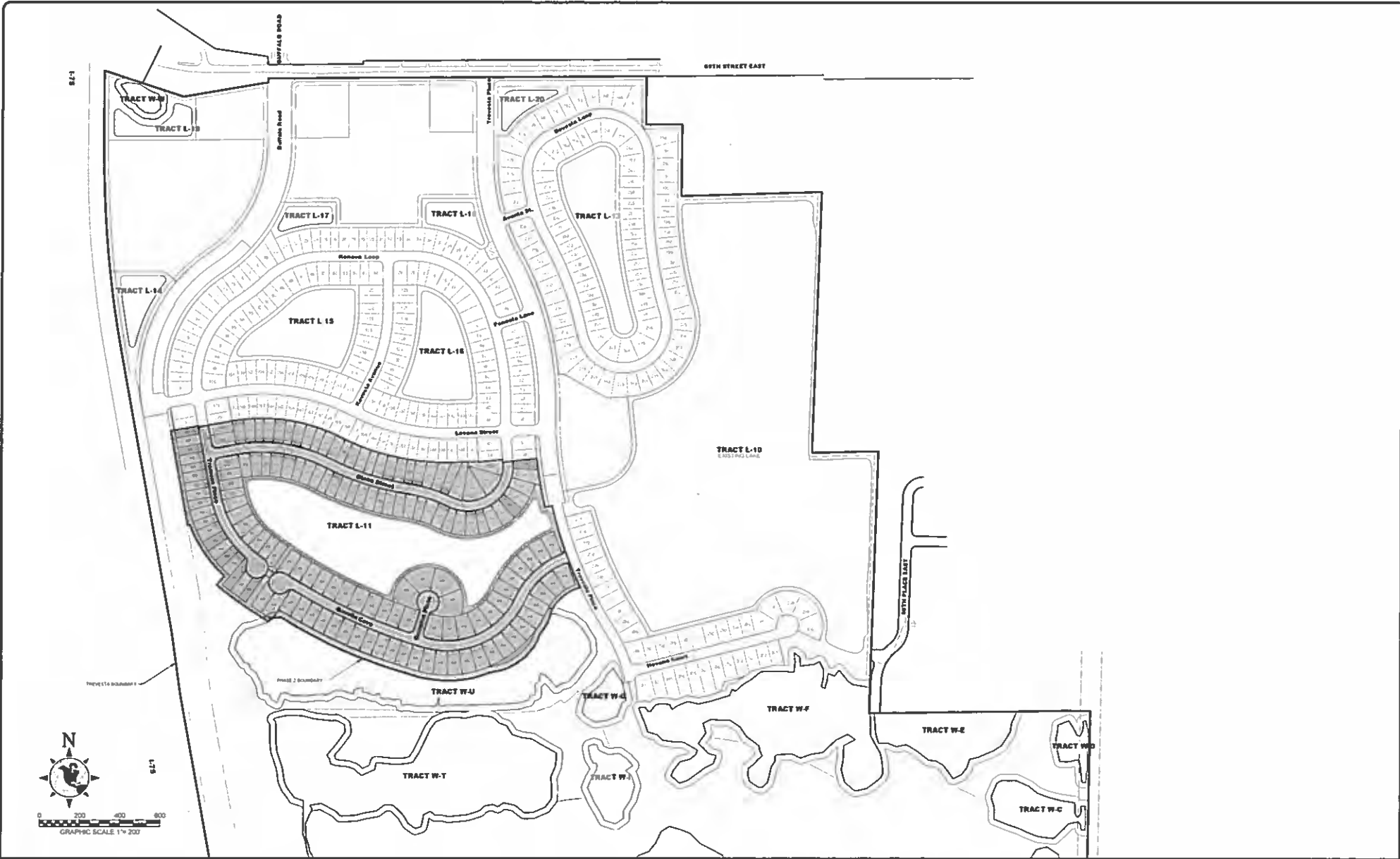
Administration

Trustee's Honoraria	\$ 5,500.00	\$ 5,775.00	\$ 6,263.75	\$ 6,766.34	\$ 6,485.20	\$ 7,019.55	\$ 7,370.53	\$ 7,731.05	\$ 8,128.08	\$ 8,532.31	\$ 8,996.92
Legal Expenses	\$ 2,500.00	\$ 2,625.00	\$ 2,756.25	\$ 2,894.06	\$ 3,038.77	\$ 3,189.70	\$ 3,346.24	\$ 3,507.75	\$ 3,674.64	\$ 3,847.32	\$ 4,025.24
Office Supplies	\$ 1,000.00	\$ 1,050.00	\$ 1,102.50	\$ 1,157.63	\$ 1,215.51	\$ 1,276.28	\$ 1,340.10	\$ 1,407.30	\$ 1,477.46	\$ 1,551.23	\$ 1,628.89
Postage	\$ 3,000.00	\$ 3,150.00	\$ 3,307.50	\$ 3,472.80	\$ 3,646.52	\$ 3,828.04	\$ 4,017.29	\$ 4,213.30	\$ 4,416.37	\$ 4,626.86	\$ 4,845.09
Printing & Copying	\$ 2,500.00	\$ 2,625.00	\$ 2,756.25	\$ 2,894.06	\$ 3,038.77	\$ 3,189.70	\$ 3,346.24	\$ 3,507.75	\$ 3,674.64	\$ 3,847.32	\$ 4,025.24
Insurance	\$ 26,500.00	\$ 27,825.00	\$ 29,202.50	\$ 30,632.31	\$ 32,114.13	\$ 33,648.02	\$ 35,234.87	\$ 36,874.73	\$ 38,567.66	\$ 40,313.71	\$ 42,113.90
Corporate Report	\$ 61.25	\$ 64.31	\$ 67.53	\$ 70.89	\$ 74.46	\$ 78.17	\$ 82.02	\$ 86.10	\$ 90.41	\$ 94.95	\$ 99.73
Fees	\$ 1,200.00	\$ 1,260.00	\$ 1,322.50	\$ 1,387.63	\$ 1,455.51	\$ 1,526.28	\$ 1,599.10	\$ 1,674.30	\$ 1,752.46	\$ 1,833.13	\$ 1,916.89
Storage	\$ 200.00	\$ 210.00	\$ 220.00	\$ 230.83	\$ 242.51	\$ 255.02	\$ 268.36	\$ 282.53	\$ 297.56	\$ 313.46	\$ 330.23
Association Management Fee	\$ 37,328.00	\$ 38,976.00	\$ 40,774.83	\$ 42,721.54	\$ 44,816.79	\$ 47,061.20	\$ 49,454.26	\$ 51,995.58	\$ 54,694.75	\$ 57,551.87	\$ 60,566.96
Maintenance	\$ 1,000.00	\$ 1,050.00	\$ 1,102.50	\$ 1,157.63	\$ 1,215.51	\$ 1,276.28	\$ 1,340.10	\$ 1,407.30	\$ 1,477.46	\$ 1,551.23	\$ 1,628.89
Collection Fees	\$ 750.00	\$ 787.50	\$ 828.00	\$ 871.27	\$ 916.33	\$ 963.18	\$ 1,011.72	\$ 1,062.93	\$ 1,116.80	\$ 1,173.33	\$ 1,232.67
Bad Debt/Uncollectible Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Website	\$ 1,350.00	\$ 1,417.50	\$ 1,488.75	\$ 1,562.79	\$ 1,640.82	\$ 1,722.30	\$ 1,806.83	\$ 1,894.89	\$ 1,986.96	\$ 2,092.29	\$ 2,199.80
Misc. Administrative	\$ 1,000.00	\$ 1,050.00	\$ 1,102.50	\$ 1,157.63	\$ 1,215.51	\$ 1,276.28	\$ 1,340.10	\$ 1,407.30	\$ 1,477.46	\$ 1,551.23	\$ 1,628.89
Recreation Operations											
Landscape											
Comedy Maintenance	\$ 35,000.00	\$ 36,750.00	\$ 38,587.50	\$ 40,516.88	\$ 42,541.72	\$ 44,664.81	\$ 46,889.15	\$ 49,218.11	\$ 51,754.94	\$ 54,494.49	\$ 57,341.31
Integration Report & Maintenance	\$ 3,000.00	\$ 3,150.00	\$ 3,307.50	\$ 3,472.80	\$ 3,646.52	\$ 3,828.04	\$ 4,017.29	\$ 4,213.30	\$ 4,416.37	\$ 4,626.86	\$ 4,845.09
Landscape Replacement	\$ 2,000.00	\$ 2,100.00	\$ 2,202.50	\$ 2,311.23	\$ 2,426.05	\$ 2,547.56	\$ 2,675.39	\$ 2,814.20	\$ 2,964.91	\$ 3,128.64	\$ 3,307.79
Plant/Arboreal/Tree Trimming	\$ 5,000.00	\$ 5,250.00	\$ 5,512.50	\$ 5,788.13	\$ 6,077.53	\$ 6,381.41	\$ 6,700.48	\$ 7,035.30	\$ 7,387.28	\$ 7,756.64	\$ 8,143.67
Landscape Lighting Repairs & Maintenance	\$ 1,500.00	\$ 1,575.00	\$ 1,653.75	\$ 1,736.44	\$ 1,823.26	\$ 1,914.43	\$ 2,009.16	\$ 2,107.65	\$ 2,209.18	\$ 2,313.99	\$ 2,422.34
Pool											
Pool Service Contract	\$ 18,000.00	\$ 18,900.00	\$ 19,842.50	\$ 20,829.80	\$ 21,856.62	\$ 22,926.35	\$ 24,042.50	\$ 25,208.64	\$ 26,427.15	\$ 27,699.24	\$ 29,026.00
Pool Repairs	\$ 2,000.00	\$ 2,100.00	\$ 2,202.50	\$ 2,311.23	\$ 2,426.05	\$ 2,547.56	\$ 2,675.39	\$ 2,814.20	\$ 2,964.91	\$ 3,128.64	\$ 3,307.79
Permit	\$ 250.00	\$ 262.50	\$ 275.63	\$ 289.41	\$ 303.88	\$ 318.07	\$ 332.92	\$ 348.46	\$ 364.70	\$ 381.63	\$ 400.22
Building											
Building Maintenance & Repairs	\$ 3,500.00	\$ 3,675.00	\$ 3,864.75	\$ 4,068.69	\$ 4,287.27	\$ 4,520.93	\$ 4,770.23	\$ 5,035.65	\$ 5,317.69	\$ 5,616.85	\$ 5,933.53

Janitorial Services	\$ 14,500.00	\$ 15,215.00	\$ 15,798.25	\$ 16,781.56	\$ 17,824.84	\$ 18,586.08	\$ 19,491.39	\$ 20,403.96	\$ 21,413.10	\$ 22,484.26	\$ 23,618.87
Janitorial Supplies	\$ 2,000.00	\$ 2,150.00	\$ 2,277.50	\$ 2,472.00	\$ 2,646.52	\$ 2,826.81	\$ 3,020.29	\$ 3,221.30	\$ 3,432.37	\$ 3,651.90	\$ 3,886.68
Fitness Equipment Maintenance	\$ 2,000.00	\$ 2,100.00	\$ 2,205.00	\$ 2,315.25	\$ 2,431.01	\$ 2,552.56	\$ 2,680.19	\$ 2,814.20	\$ 2,954.91	\$ 3,102.66	\$ 3,257.79
Fuel - Diesel	\$ 1,500.00	\$ 1,575.00	\$ 1,651.75	\$ 1,730.44	\$ 1,811.28	\$ 1,914.47	\$ 2,010.14	\$ 2,118.63	\$ 2,216.38	\$ 2,326.99	\$ 2,441.24
Telexto Rental	\$ 750.00	\$ 787.50	\$ 826.88	\$ 868.22	\$ 911.63	\$ 957.21	\$ 1,005.07	\$ 1,055.33	\$ 1,108.09	\$ 1,163.50	\$ 1,221.67
Security Systems & Cameras - Monitoring/Maintenance	\$ 2,500.00	\$ 2,675.00	\$ 2,858.75	\$ 3,051.69	\$ 3,254.27	\$ 3,466.99	\$ 3,690.21	\$ 3,924.01	\$ 4,177.09	\$ 4,449.45	\$ 4,781.13
Fire Extinguishers	\$ 750.00	\$ 787.50	\$ 826.88	\$ 868.22	\$ 911.63	\$ 957.21	\$ 1,005.07	\$ 1,055.33	\$ 1,108.09	\$ 1,163.50	\$ 1,221.67
General Maintenance	\$ 6,000.00	\$ 6,300.00	\$ 6,615.00	\$ 6,945.75	\$ 7,291.24	\$ 7,652.69	\$ 8,030.57	\$ 8,426.60	\$ 8,841.71	\$ 9,277.97	\$ 9,735.37
Utilities											
Electricity	\$ 15,000.00	\$ 15,750.00	\$ 16,517.50	\$ 17,304.38	\$ 18,112.99	\$ 18,944.23	\$ 19,809.41	\$ 20,709.51	\$ 21,645.81	\$ 22,619.83	\$ 23,633.43
Electricity/Parking Lot Lights	\$ 2,000.00	\$ 2,100.00	\$ 2,205.00	\$ 2,315.25	\$ 2,431.01	\$ 2,552.56	\$ 2,680.19	\$ 2,814.20	\$ 2,954.91	\$ 3,102.66	\$ 3,257.79
Gas	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewer	\$ 10,000.00	\$ 10,500.00	\$ 11,025.00	\$ 11,576.25	\$ 12,153.86	\$ 12,758.02	\$ 13,389.16	\$ 14,047.10	\$ 14,733.55	\$ 15,449.20	\$ 16,205.85
Water - Irrigation/Curbside	\$ 6,000.00	\$ 6,300.00	\$ 6,615.00	\$ 6,945.75	\$ 7,291.24	\$ 7,652.69	\$ 8,030.57	\$ 8,426.60	\$ 8,841.71	\$ 9,277.97	\$ 9,735.37
Refuse	\$ 1,800.00	\$ 1,890.00	\$ 1,984.50	\$ 2,083.73	\$ 2,187.91	\$ 2,297.31	\$ 2,412.17	\$ 2,532.78	\$ 2,658.42	\$ 2,795.39	\$ 2,932.01
Cable/Phone/Internet	\$ 2,500.00	\$ 2,675.00	\$ 2,786.25	\$ 2,894.06	\$ 3,010.77	\$ 3,136.70	\$ 3,272.24	\$ 3,417.75	\$ 3,573.84	\$ 3,741.31	\$ 3,920.24
Armed Staff											
Armed Management Contract - Physical	\$ 91,265.00	\$ 95,838.25	\$ 100,619.66	\$ 105,650.65	\$ 110,913.18	\$ 116,409.84	\$ 122,131.81	\$ 128,099.22	\$ 134,419.87	\$ 141,181.97	\$ 148,363.07
Always Reimbursed	\$ 150.00	\$ 157.50	\$ 165.88	\$ 175.17	\$ 185.43	\$ 196.78	\$ 209.21	\$ 222.81	\$ 237.59	\$ 253.66	\$ 271.11
Cell Phone Reimbursement	\$ 2,000.00	\$ 2,100.00	\$ 2,205.00	\$ 2,315.25	\$ 2,431.01	\$ 2,552.56	\$ 2,680.19	\$ 2,814.20	\$ 2,954.91	\$ 3,102.66	\$ 3,257.79
Staff Uniforms	\$ 500.00	\$ 525.00	\$ 551.25	\$ 578.91	\$ 607.75	\$ 638.14	\$ 670.01	\$ 703.55	\$ 738.77	\$ 775.66	\$ 814.45
Miscellaneous											
Access Control Maintenance & Supplies	\$ 2,800.00	\$ 2,998.00	\$ 3,167.00	\$ 3,291.25	\$ 3,422.47	\$ 3,573.39	\$ 3,751.77	\$ 3,939.90	\$ 4,118.86	\$ 4,341.72	\$ 4,540.80
Office Supplies - Clubhouse	\$ 2,000.00	\$ 2,100.00	\$ 2,205.00	\$ 2,315.25	\$ 2,431.01	\$ 2,552.56	\$ 2,680.19	\$ 2,814.20	\$ 2,954.91	\$ 3,102.66	\$ 3,257.79
IT Management & Support	\$ 1,000.00	\$ 1,050.00	\$ 1,102.50	\$ 1,157.63	\$ 1,215.51	\$ 1,276.28	\$ 1,339.10	\$ 1,404.15	\$ 1,471.46	\$ 1,541.11	\$ 1,613.20
Holiday Lights/Decor	\$ 5,000.00	\$ 5,250.00	\$ 5,512.50	\$ 5,788.13	\$ 6,077.53	\$ 6,381.41	\$ 6,700.46	\$ 7,035.50	\$ 7,387.28	\$ 7,756.64	\$ 8,144.47
Events	\$ 5,000.00	\$ 5,250.00	\$ 5,512.50	\$ 5,788.13	\$ 6,077.53	\$ 6,381.41	\$ 6,700.46	\$ 7,035.50	\$ 7,387.28	\$ 7,756.64	\$ 8,144.47
PLM - Reception	\$ 2,000.00	\$ 2,100.00	\$ 2,205.00	\$ 2,315.25	\$ 2,431.01	\$ 2,552.56	\$ 2,680.19	\$ 2,814.20	\$ 2,954.91	\$ 3,102.66	\$ 3,257.79
Total Operating Expenses	\$ 137,988.25	\$ 145,885.64	\$ 154,679.84	\$ 164,443.83	\$ 175,294.52	\$ 187,249.23	\$ 199,431.81	\$ 212,872.60	\$ 227,698.73	\$ 243,934.17	\$ 261,622.80
Reserves											
Deferred Maintenance	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Clubhouse/Recreation - Pooled	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00
Total Reserves	\$ 24,200.00	\$ 24,200.00	\$ 24,200.00	\$ 24,200.00	\$ 24,200.00	\$ 24,200.00	\$ 24,200.00	\$ 24,200.00	\$ 24,200.00	\$ 24,200.00	\$ 24,200.00
TOTAL ALL EXPENSES	\$ 162,188.25	\$ 170,085.64	\$ 178,879.84	\$ 188,643.83	\$ 199,494.52	\$ 211,449.23	\$ 223,631.81	\$ 237,072.60	\$ 251,898.73	\$ 268,134.17	\$ 285,822.80
Actual per Home Assignment	\$ 47.73	\$ 508.11	\$ 523.80	\$ 546.27	\$ 574.17	\$ 601.76	\$ 629.92	\$ 659.90	\$ 691.39	\$ 724.41	\$ 759.15

Township Homeowners Association, Inc.
Catal Island Neighborhoods
13 Year Budget
Based on 488 Homes

INCOME	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Assessments	\$195,437.20	\$198,899.06	\$112,554.51	\$116,362.79	\$170,401.75	\$124,671.42	\$129,082.49	\$133,705.11	\$138,790.17	\$144,718.80	\$149,189.80
TOTAL INCOME	\$195,437.20	\$198,899.06	\$112,554.51	\$116,362.79	\$170,401.75	\$124,671.42	\$129,082.49	\$133,705.11	\$138,790.17	\$144,718.80	\$149,189.80
EXPENSES FOR THE ASSOCIATION											
Administration											
Association Management/Accounting Fee	\$10,560.00	\$11,068.00	\$11,842.40	\$12,324.52	\$12,835.75	\$13,477.53	\$14,151.41	\$14,858.90	\$15,601.93	\$16,382.81	\$17,201.11
Landscape											
Grounds Maintenance	\$8,000.00	\$8,500.00	\$11,075.00	\$11,576.29	\$12,155.06	\$12,767.83	\$13,409.96	\$14,071.00	\$14,774.53	\$15,511.20	\$16,284.95
Irrigation Repairs & Maintenance	\$1,000.00	\$1,050.00	\$1,162.50	\$1,237.63	\$1,315.51	\$1,376.26	\$1,340.10	\$1,407.10	\$1,477.46	\$1,551.13	\$1,628.89
Landscape Replacement	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42	\$2,000.14	\$2,100.85	\$2,216.18	\$2,336.59	\$2,463.24
Resident's Repairs/Re											
Paving/Concrete Repairs & Maintenance	\$5,800.00	\$6,150.00	\$5,122.50	\$5,708.13	\$6,077.53	\$6,381.41	\$6,700.46	\$7,033.50	\$7,381.20	\$7,756.54	\$8,144.47
Garage											
Utilities											
Electricity	\$2,500.00	\$2,625.00	\$2,758.25	\$2,894.38	\$3,038.77	\$3,190.70	\$3,350.24	\$3,517.75	\$3,693.64	\$3,878.32	\$4,072.24
Water - Irrigation	\$2,500.00	\$2,625.00	\$2,758.25	\$2,894.38	\$3,038.77	\$3,190.70	\$3,350.24	\$3,517.75	\$3,693.64	\$3,878.32	\$4,072.24
Operations/Maintenance											
Concessions & Access Control	\$27,000.00	\$28,350.00	\$29,757.50	\$31,225.84	\$32,818.67	\$34,459.88	\$36,182.58	\$37,991.73	\$39,891.30	\$41,885.88	\$43,880.15
Gate Repairs & Maintenance	\$7,500.00	\$7,875.00	\$8,366.25	\$8,882.19	\$9,433.30	\$9,972.11	\$10,550.71	\$11,163.25	\$11,803.92	\$12,463.96	\$13,121.67
Miscellaneous											
Gate Supplies	\$1,000.00	\$1,050.00	\$1,102.50	\$1,157.63	\$1,215.51	\$1,276.26	\$1,340.10	\$1,407.10	\$1,477.46	\$1,551.13	\$1,628.89
Misc.	\$877.20	\$921.06	\$967.11	\$1,014.47	\$1,066.24	\$1,119.75	\$1,175.52	\$1,234.11	\$1,296.87	\$1,360.82	\$1,428.87
Total Operating Expenses	\$69,437.18	\$72,949.06	\$76,854.51	\$80,283.30	\$84,481.35	\$88,621.62	\$92,852.69	\$97,285.11	\$102,008.37	\$107,128.80	\$112,649.80
Reserves											
Deferred Maintenance	\$1,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Pool	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00
Total Reserves	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00
TOTAL ALL EXPENSES	\$103,437.18	\$106,949.06	\$110,854.51	\$114,283.30	\$118,481.35	\$122,621.62	\$126,852.69	\$131,285.11	\$135,908.37	\$140,728.80	\$146,149.80
Annual per Home Cated Resident	\$211.83	\$247.52	\$255.81	\$264.51	\$277.44	\$283.21	\$295.30	\$302.88	\$314.90	\$326.64	\$338.84



VK TREVESTA LLC
 6673 Hudson Road Parkway Suite 139
 Tampa, Florida 33637
 813.475.1244

M MORRIS ENGINEERING AND CONSULTING, LLC
 Civil Engineering and Land Development Consulting
INC* Registered Professional Engineer State of Florida
 22878-101-444-4444

NO.	DATE	DESCRIPTION

DATE
 5/13/21
 PROJECT
 21108
 DRAWN
 21108
 CHECKED
 21108
 DATE

SITE MAP
TREVESTA - PHASE 2 - VILLAGE B
 MANATEE COUNTY, FLORIDA

SCALE 1" = 200'	REV. NO.	DATE
DATE	BY	OF
1		1

MATTHEW S. MORRIS
 P.E. LICENSE NO. 68419

TITLE CERTIFICATION

SUBDIVISION NAME: TREVESTA - PHASE IIA

LEGAL DESCRIPTION: *(Attach as Exhibit "A")*

I, Jessica Paz Mahoney, the Attorney-at Law, hereby confirm that apparent record title to the land described above and shown on the plat of Trevesta - Phase IIA is in the name of VK Trevesta LLC, a Delaware limited liability company and Trevesta Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, the organizations executing the offer of dedication appearing on the above plat. All property taxes have been paid on the land described as of the date of certification. All mortgages or liens not satisfied or released of record are as follows:

MORTGAGEES:

OFFICIAL RECORD BOOK AND PAGE(S):

None

LIENS:

OFFICIAL RECORD BOOK AND PAGE(S):

None

WITNESS my hand and official seal at Pinellas County, Florida, this 12th day of June, 2017.

Signature



Jessica Paz Mahoney, Esq.
Feldman & Mahoney, P.A.
2240 Belleair Road
Suite 210
Clearwater, FL 33764
FL. Bar No. 512931

Exhibit "A"

TREVESTA-PHASE IIA

DESCRIPTION: A portion of MECCA PARK COLONY, according to the plat thereof, recorded in Plat Book 1, Page 192-A, of the Public Records of Manatee County, Florida; Together with a portion of TRACT "B-5" of TREVESTA PHASE IA, according to the plat thereof, recorded in Plat Book 60, Pages 166 through 196, of the Public Records of Manatee County, Florida, lying in Section 33, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of LOT 58 of said TREVESTA - PHASE IA, said point being on the Westerly boundary of said TREVESTA - PHASE IA, run thence along said Westerly boundary, Southerly, 135.05 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03°45'09" (chord bearing S.07°58'38"E., 135.03 feet) to the POINT OF BEGINNING; thence continue along said Westerly boundary the following five (5) courses: 1) Southerly, 110.42 feet along the arc of a curve to the left having a radius of 2062.00 feet and a central angle of 03°04'06" (chord bearing S.11°23'15"E., 110.41 feet); 2) N.77°04'42"E., a distance of 10.00 feet; 3) S.13°03'40"E., a distance of 10.00 feet; 4) N.77°04'42"E., a distance of 17.00 feet; 5) Southerly, 229.97 feet along the arc of a non-tangent curve to the left having a radius of 2035.00 feet and a central angle of 06°28'30" (chord bearing S.16°26'26"E., 229.85 feet); thence Northerly, 23.06 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.07°18'29"E., 22.25 feet) to a point on the Westerly right-of-way of TREVESTA PLACE of said TREVESTA - PHASE IA; thence along said Westerly right-of-way, Southerly, 98.83 feet along the arc of a compound curve to the left having a radius of 2025.00 feet and a central angle of 02°47'47" (chord bearing S.20°30'55"E., 98.82 feet); thence Northwesterly, 23.06 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 52°51'00" (chord bearing N.48°20'19"W., 22.25 feet) to aforesaid Westerly boundary of said TREVESTA - PHASE IA; thence along said Westerly boundary, Southeasterly, 402.08 feet along the arc of a non-tangent curve to the left having a radius of 2035.00 feet and a central angle of 11°19'15" (chord bearing S.27°00'46"E., 401.43 feet); thence S.62°54'15"W., a distance of 587.93 feet; thence N.90°00'00"W., a distance of 514.41 feet; thence N.70°28'55"W., a distance of 310.31 feet; thence N.23°49'04"E., a distance of 411.56 feet; thence Northwesterly, 475.77 feet along the arc of a non-tangent curve to the right having a radius of 2510.00 feet and a central angle of 10°51'37" (chord bearing N.60°45'08"W., 475.05 feet); thence Northwesterly, 95.02 feet along the arc of a compound curve to the right having a radius of 2510.00 feet and a central angle of 02°10'08" (chord bearing N.54°14'15"W., 95.01 feet); thence Northwesterly, 265.65 feet along the arc of a compound curve to the right having a radius of 355.00 feet and a central angle of 42°52'28" (chord bearing N.31°42'57"W., 259.49 feet); thence N.10°16'43"W., a distance of 62.75 feet; thence Easterly, 367.33 feet along the arc of a non-tangent curve to the right having a radius of 565.00 feet and a central angle of 37°15'03" (chord bearing S.81°25'36"E., 360.90 feet); thence Easterly, 470.93 feet along the arc of a reverse curve to the left having a radius of 1435.00 feet and a central angle of 18°48'11" (chord bearing S.72°12'10"E., 468.82 feet); thence Easterly, 175.84 feet along the arc of a reverse curve to the right having a radius of 565.00 feet and a central angle of 17°49'53" (chord bearing S.72°41'19"E., 175.13 feet); thence Northeasterly, 609.42 feet along the arc of a reverse curve to the left having a radius of 345.00 feet and a central angle of 101°12'36" (chord bearing N.65°37'19"E., 533.22 feet); thence S.74°58'59"E., a distance of 29.58 feet to aforesaid Westerly boundary of said TREVESTA - PHASE IA and the POINT OF BEGINNING.

Manatee County Tax Collector

Receipt #	Payment Receipt	
H11152017P007077	2017 Real Estate	12,724.61

Parcel: 717600559
 Assessed Value: 906,182

Processed: Remittance Processor
 Exemptions:

District: County (Unincorp)
 Taxable: 0

Date: 11/15/2017

Assessed To:
 VK TREVESTA LLC

701 SOUTH OLIVE AVE 104
 WEST PALM BEACH FL 33401

Legal: PARCEL 1: ALL OF THAT PART OF S1/2 OF THE SE1/4 OF
 THE SW1/4 OF SEC 28 TWN 33S RNG 18E LYING S OF
 ERIE RD, LESS .6230 AC M/L FOR EARIE RD R/W AS
 DESC IN OR 945/741 PRMCF; PARCEL 2: LOTS 30, 31,
 32, 33, 47, 48, 49 MECCA PARK COLONY (PB 1 PG
 192A) PRMCF; PARCEL 3: LOT 46 MECCA PARK COLONY
 ...SEE TAX ROLL FOR CONTINUATION

Location: 5335 69TH ST E Palmetto FL 34221

Payments			Real Estate
Method	Check #	Paid By	Payment Amount
Check	500		76,760.59

Manatee County Tax Collector

Receipt #	Payment Receipt	
H11152017P007079	2017 Real Estate	1,208.41

Parcel: 718000259
 Assessed Value: 85,544

Processed: Remittance Processor
 Exemptions:

District: County (Unincorp)
 Taxable: 0

Date: 11/15/2017

Assessed To:
 VK TREVESTA LLC

8875 HIDDEN RIVER PKY STE 150
 TAMPA FL 33637

Legal: LOTS 34,35,36,37,50,51,52, & 53 MECCA PARK COLONY;
 ALSO: THE W 10 AC OF SE1/4 OF NE1/4 SEC 33; ALSO:
 W 40 FT OF FOLL DESC LAND: TH W 3/4 OF THE S 1/2
 OF SW1/4 OF SE1/4, LYING S OF ERIE RD; ALSO: THAT
 PART OF THE W3/4 OF S1/2 OF SW1/4 OF SE1/4 LY S
 OF ERIE RD, LESS THE W 179 FT, ALSO LESS THE N
 ...SEE TAX ROLL FOR CONTINUATION
 Location: 5635 69TH ST E Palmetto FL 34221

Payments			Real Estate
Method	Check #	Paid By	Payment Amount
Check	500		76,760.59

Manatee County Tax Collector

Receipt #	Payment Receipt	
H11152017P007080	2017 Real Estate	7,247.37

Parcel: 717300209
 Assessed Value: 503,041

Processed: Remittance Processor
 Exemptions:

District: County (Unincorp)
 Taxable: 0

Date: 11/15/2017

Assessed To:
 VK TREVESTA LLC

8875 HIDDEN RIVER PKY STE 150
 TAMPA FL 33637

Legal: THAT PART OF LOTS 26,27,28,29,42,43,44, & 45 MECCA
 PARK COLONY, LYING EAST OF US I75 HWY, LESS THAT
 PART TO DOT FOR R/W DESC IN ORB 915 P 868 ;
 TOGETHER WITH THAT PART OF THE SW1/4 OF SW1/4 OF
 SEC 28-33-18 LY S OF ERIE RD AND EAST OF I75;
 LESS THAT PART TO DOT FOR RD R/W DESC IN OR 915 P
 ...SEE TAX ROLL FOR CONTINUATION
 Location: 5215 69TH ST E Palmetto FL 34221

Payments			Real Estate
Method	Check #	Paid By	Payment Amount
Check	500		76,760.59

KENBUR Ken Burton, Jr.
Tax Collector - Manatee County
819 301 Blvd W
BRADENTON, FL 34205

VK Trevesta LLC
Check Number 4241-00000500
Check Date Nov 10, 2017

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
11/09/17	PROPTAX2017/4241	VKTV,0	76,760.59	0.00	0.00	76,760.59
Total Remittance			76,760.59	0.00	.00	76,760.59

THE FACE OF THIS DOCUMENT HAS A MULTI-COLORED BACKGROUND • THIS PAPER CONTAINS FLUORESCENT FIBERS AND OTHER SECURITY FEATURES

VK Trevesta LLC
701 S. Olive Avenue
Suite 104
WEST PALM BEACH, FL 33401

VOID VOID
Wells Fargo Bank, N.A.
225 Water Street
JACKSONVILLE, FL 32202

11-24/1210



Date
Nov 10, 2017

Check Number
4241-00000500

Pay *Seventy Six Thousand Seven Hundred Sixty Dollars 59 Cents*

Amount
\$76,760.59

To
The
Order
Of
Ken Burton, Jr.
Tax Collector - Manatee County
819 301 Blvd W
BRADENTON, FL 34205

VK Trevesta LLC
Per 
Per 

PAYABLE IN US FUNDS

⑈00000500⑈ ⑆121000248⑆ 4122906555⑈

VC Trusts LLC
2017 Realty Taxes
Madison County - Payment Deadline 12/31/17

Table with columns: Parcel ID, Property Address, Legal Description, Lot #, Assessed Value 2017, Assessed Value 2017, Variance, Ad Valorem, Int. District, Health Dist, Transit Dist, Total District, Total Tax, and Total Due. The table lists numerous parcels with their respective tax details.

WJ Travolta LLC
 2017 Rocky Taxes
 Maricopa County - Payment Deadline 12/01/17

Parcel ID	Property Address #	Legal Description	Lid #	Assessed Value			2017 Taxes										
				2016	2017	Variance	All Valuations	Int Discretion	Item Allowance	Travolta CDD	Int Discretion	Total Due					
716012709	8763 Nevada Ct NCT		313		4,750.00	4,750.00	87.13	4.00%	\$6.44	Item Allowance	15.27	Travolta CDD	4.00%	Int Discretion	14.88	Total Due	76,109.59
Total				183	17,818.00	17,818.00	17,818.00	11,446.18		61,318.18	4,724.41	75,108.69		17,381.04		76,109.59	

\$ 76,760.59

CONCURRENCY CERTIFICATE OF LEVEL OF SERVICE COMPLIANCE
Public Works Department
Manatee County, Florida

Public facilities must serve land development adequately according to adopted level-of-service standards. This certificate verifies adequacy or exemption and will reserve impacts unless expired. It offers no other assurance, does not approve any development order and does not grant any development rights. It applies only to the identified proposed project and must accompany development order(s) for the project.

Date Issued: January 14, 2015 Expiration Date: January 14, 2018

CERTIFICATE NUMBER: CLOS-15-001

Project Name: Pennington Park

Project File No.: PDMU-14-22(Z)(P)

Type of Development Order: Preliminary Site Plan

Location: Sec. 28, 33, 34 Twp. 33, 34 Range 18

DP# See application Land Acres 441.3

ADDRESS E of I-75, S of 69th St E, NCT WATER TREATMENT PLANT N

MUST THE DEVELOPMENT ORDER CONTAIN CONDITIONS AND AGREEMENTS TO ASSURE COMPLIANCE? YES xx NO

Prior to final site plan approval, the Engineer/Architect of Record must provide documentation to prove that concurrency has been met relative to fire flow and drainage design.

The results of the TIA, which was reviewed and approved by the Transportation Planning Division, indicated that level of service deficiencies exist at studied intersections and roadway segments. The project-related concurrency improvements and requirements are as follows:

1. A trip generation table that includes an estimate of cumulative project trips shall be provided with every Final Site Plan submittal.
2. 69th Street East & Ellenton Gillette Road:
Prior to final plat or land development construction authorization, the following improvements shall be completed, or be the subject of a binding executed construction contract, or have funding commitments pursuant to an enforceable development agreement:
 - a) Construct a 285 foot northbound left turn-lane which includes a 50 foot taper, 135 feet of deceleration length and 100 feet of storage length.
 - b) Construct a 385 foot southbound left turn-lane which includes a 50 foot taper, 135 feet of deceleration length and 200 feet of storage length.
 - c) Construct a 285 foot eastbound left turn lane which includes a 50 foot taper, 135 feet of deceleration length and 100 feet of storage length.

- d) Construct a 385 foot westbound left turn lane which includes a 50 foot taper, 135 feet of deceleration length and 200 feet of storage length.
3. **69th Street East & Buffalo Road/60th Avenue East:**
Prior to final plat or land development construction authorization, the following improvements shall be completed, or be the subject of a binding executed construction contract, or have funding commitments pursuant to an enforceable development agreement:
 - a) Construct a 285 foot westbound left turn-lane which includes a 50 foot taper, 135 feet of deceleration length and 100 feet of storage length.
 - b) Construct a 385 foot exclusive eastbound right turn-lane, which includes a 50 foot taper, 135 feet of deceleration length and 200 feet of storage length.
 4. **Ellenton Gillette Road at Palm View Road:**
 - a) Signalize the Ellenton Gillette Road at Palm View Road intersection when warranted. A signal warrant analysis shall be conducted, received, and approved prior to Final Site Plan approvals for development with cumulative, net new, pm peak hour trip generation of 300 trips, 600 trips, and 900 trips. Each signal warrant analysis shall be prepared consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and a methodology approved by Manatee County. If a signal is warranted based on the analysis conducted at one of the trip generation thresholds, the developer shall be required to install the signal within one hundred eighty (180) days of the approved signal warrant analysis.

Access

The Traffic Impact Analysis also included review of the site access points. The project has access to the thoroughfare roadway network via local roads and driveway connections on Buffalo Road/60th Avenue East and 69th Street East. The TIA identified the following site related improvements at the three project access locations:

1. **69th Street East & Project Middle Driveway:**
Prior to final plat or construction authorization for development that accesses 69th Street East via the driveway located approximately 700 feet east of Buffalo Road, the following improvements shall be provided at the intersection of the driveway and 69th Street East:
 - a) Construct a 385 foot eastbound exclusive right turn lane which includes a 50 foot taper, 135 feet of deceleration length and 200 feet of storage length.
 - b) Construct a 285 foot westbound left turn-lane which includes a 50 foot taper, 135 feet of deceleration length and 100 feet of storage length.
2. **69th Street East & Project East Driveway:**
Prior to final plat or construction authorization for development that has access via the east driveway on 69th Street:
 - a) Construct a 285 foot westbound left turn-lane which includes a 50 foot taper, 135 feet of deceleration length and 100 feet of storage length.
 - b) Construct a 285 foot eastbound right turn-lane which includes a 50 foot taper, 135 feet of deceleration length and 100 feet of storage length.

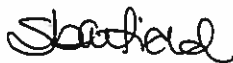
3. Buffalo Road/ 60th Avenue East & the first residential road (currently labeled Street B):
Prior to final plat or construction authorization for development that accesses 60th Avenue East via the local road located approximately 2,000 feet south of 69th Street East, the following improvements shall be provided at the intersection of the local road and 60th Avenue East:
 - a) Construct a 335 foot southbound left turn-lane, which includes a 50 foot taper, 135 feet deceleration length and 150 feet of storage length.
4. With every Final Site Plan submittal for any development that accesses Buffalo Road/60th Avenue East, the applicant shall submit a traffic operational and safety analysis for Manatee County review that, at a minimum, evaluates the following site-specific improvements:
 - a) Median design on Buffalo Road/ 60th Avenue East,
 - b) Design of the northbound left turn, through, and right turn lanes at the intersection of 69th Street East and Buffalo Road/ 60th Avenue East,
 - c) Auxiliary lane design (i.e., left turn and right turn lanes) for each of the accesses to any development that accesses Buffalo Road/60th Avenue East.

Any improvements identified in a traffic operational and safety analysis shall be implemented prior to or concurrent with site improvement construction for the development.
5. With every Final Site Plan submittal for any development that accesses Boulevard P, the applicant shall submit a traffic operational and safety analysis for Manatee County review that, at a minimum, evaluates the following site-specific improvements:
 - a) Median design on Boulevard P,
 - b) Design of the northbound left turn and right turn lanes at the intersection of 69th Street East and Boulevard P,
 - c) Auxiliary lane design (i.e., left turn and right turn lanes) for each of the accesses to any development that accesses Boulevard P

Any improvements identified in a traffic operational and safety analysis shall be implemented prior to or concurrent with site improvement construction for the development.

APPROVAL:

This development complies with the Comprehensive Plan Concurrency requirements:



**Approved by: Public Works Dept., Transportation Planning Division
(Traffic circulation, mass transit, drainage, solid waste, parks)**

***803 single family detached lots 300 multi family units, 100,000 sq ft neighborhood retail**



Manatee County Public Works Department
Engineering Services
1022 26th Avenue East
Bradenton, FL 34208
Phone: (941) 708-7462
www.mymanatee.org

September 25, 2017

Morris Engineering and Consulting, LLC
Attn: Mr. Matthew J. Morris, P.E.
6981 Professional Pkwy East
Lakewood Ranch, FL 34240

(mmorris@morrisengineering.net)

RE: **TREVESTA – PHASE IIA – (Private Subdivision)**
(PDMU-14-22/17-S-40(F)) (DTS #20170294)
Performance Cost Estimate
Required Private Improvements
Reason – (Earthwork, Pavement, Storm Drainage System, Irrigation System)

Dear Mr. Morris:

Your cost estimate for the above referenced bond, dated August 31, 2017, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Private Improvement Performance bond in the amount of \$811,824.00, which is 130% of your estimated cost, would be sufficient to assure the County completion of the required private improvements.

If we can be of further assistance, please contact me at (941) 708-7462.

Sincerely,



Sia Mollanazar, P.E.
Deputy Director – Engineering Services

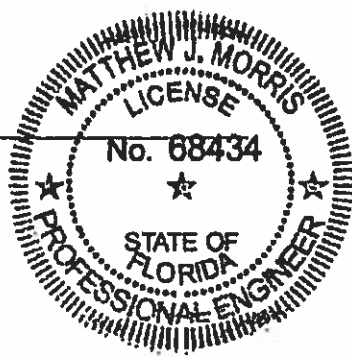
SM/jp/jh

cc: Record Management
Jane Oliver, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Ken LaBarr, Infrastructure Inspection Division Manager, Public Works Department
Karla Ripley, Senior Review Specialist, Public Works Dept.
Diana Lonergan, Planner, Building and Development Services

**Engineer's Cost Estimate - Private Performance Bond
Trevesta - Phase II-A
31-Aug-17**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
EARTHWORK				
Excavation	106,020	CY	\$ 2.25	\$ 238,545.00
Site Preparation	1	LS	\$ 15,525.00	\$ 15,525.00
Sod - 50' R/W	675	SY	\$ 2.40	\$ 1,620.00
Sod - Pond Slopes	13090	SY	\$ 2.40	\$ 31,416.00
Silt Fence	800	LF	\$ 1.30	\$ 1,040.00
Remove Existing Concrete Curb	74	LF	\$ 6.00	\$ 444.00
Remove Existing Sidewalk	54	LF	\$ 8.00	\$ 432.00
			Subtotal Earthwork	\$ 289,022.00
PAVEMENT				
1" Asphalt Type S-I - 50' R/W	4,512	SY	\$ 5.50	\$ 24,816.00
3/4" Asphalt Type S-III - 50' R/W	4,512	SY	\$ 5.00	\$ 22,560.00
6" Soil Cement FDOT Base - 50' r/W	4,512	SY	\$ 16.00	\$ 72,192.00
6" Stabilized Subgrade (LBR 40)	5,414	SY	\$ 5.00	\$ 27,070.00
Type F Curb	156	LF	\$ 21.00	\$ 3,276.00
Type A Curb	2,882	LF	\$ 9.00	\$ 25,938.00
5' Concrete Sidewalk	384	LF	\$ 17.00	\$ 6,528.00
Sidewalk Ramps (302.2)	4	EA	\$ 850.00	\$ 3,400.00
Type T Turn-Around	1	LS	\$ 14,910.00	\$ 14,910.00
Signage and Striping	1	LS	\$ 1,600.00	\$ 1,600.00
			Subtotal Pavement	\$ 202,290.00
STORM DRAINAGE SYSTEM				
18" RCP	158	LF	\$ 39.00	\$ 6,162.00
24" RCP	28	LF	\$ 50.00	\$ 1,400.00
30" RCP	595	LF	\$ 65.00	\$ 38,675.00
36" RCP	20	LF	\$ 83.00	\$ 1,660.00
Curb Inlet (202.2)	3	EA	\$ 3,150.00	\$ 9,450.00
Ditch Bottom Inlet	1	EA	\$ 2,215.00	\$ 2,215.00
Control Structure	2	EA	\$ 3,305.00	\$ 6,610.00
18" Headwall	1	EA	\$ 1,615.00	\$ 1,615.00
30" Headwall	4	EA	\$ 2,240.00	\$ 8,960.00
36" Headwall	1	LS	\$ 2,360.00	\$ 2,360.00
			Storm Drainage System	\$ 79,107.00
IRRIGATION SYSTEM				
2" PVC	400	LF	\$ 10.00	\$ 4,000.00
6" PVC	1,260	LF	\$ 17.00	\$ 21,420.00
6" Gate Valve	3	EA	\$ 973.00	\$ 2,919.00
6"x4" Tee	1	EA	\$ 341.00	\$ 341.00
4"x2" Reducer	1	EA	\$ 203.00	\$ 203.00
2" Gate Valve	1	EA	\$ 562.00	\$ 562.00
2" Blow Off	1	EA	\$ 481.00	\$ 481.00
Double Irrigation Service	19	EA	\$ 1,165.00	\$ 22,135.00
Single Irrigation Service	2	EA	\$ 735.00	\$ 1,470.00
Temporary Blow Off	1	EA	\$ 530.00	\$ 530.00
			Subtotal Water & Fire Distribution System	\$ 54,061.00
			PROJECT CONSTRUCTION TOTAL	\$ 624,480.00
			BOND TOTAL (130%)	\$ 811,824.00

[Signature]
Matthew J. Morris, P.E.
FL PE No. 68434
8/31/17





Manatee County Public Works Department
Engineering Services
1022 26th Avenue East
Bradenton, FL 34208
Phone: (941) 708-7462
www.mymanatee.org

September 25, 2017

Morris Engineering and Consulting, LLC
Attn: Mr. Matthew J. Morris, P.E.
6981 Professional Pkwy East
Lakewood Ranch, FL 34240

(mmorris@morrisengineering.net)

RE: TREVESTA – PHASE IIA – (Private Subdivision)
(PDMU-14-22/17-S-40(F)) (DTS #20170294)
Performance Cost Estimate
Required Public Improvements
Reason – (Sanitary Sewer System, Water & Fire Distribution System)


Dear Mr. Morris:

Your cost estimate for the above referenced bond, dated **August 31, 2017**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Public Improvement Performance bond in the amount of **\$218,688.60** which is 130% of your estimated cost, would be sufficient to assure the County completion of the required public improvements.

If we can be of further assistance, please contact me at (941) 708-7462.

Sincerely,



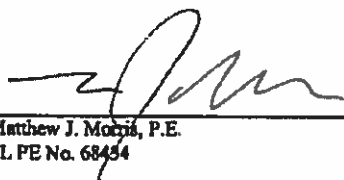
Sajid Mullanazar, P.E.
Deputy Director – Engineering Services

SM/jp/jh

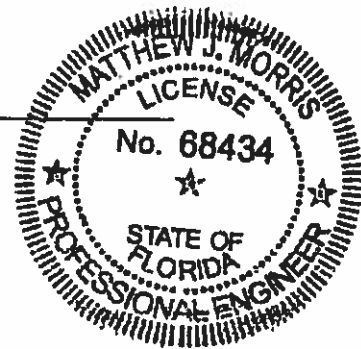
cc: **Record Management**
Jane Oliver, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Ken LaBarr, Infrastructure Inspection Division Manager, Public Works Department
Karla Ripley, Senior Review Specialist, Public Works Dept.
Diana Lonergan, Planner, Building and Development Services

**Engineer's Cost Estimate - Public Performance Bond
Trevesta - Phase II-A
31-Aug-17**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
SANITARY SEWER SYSTEM				
8" PVC Gravity Main	1,280	LF	\$ 34.00	\$ 43,520.00
4' Diameter Manhole	7	EA	\$ 3,935.00	\$ 27,545.00
6" Double Sewer Service	17	EA	\$ 1,570.00	\$ 26,690.00
6" Single Sewer Service	2	EA	\$ 1,115.00	\$ 2,230.00
Subtotal Sanitary Sewer System				\$ 99,985.00
WATER & FIRE DISTRIBUTION SYSTEM				
Fire Hydrant Assembly	2	EA	\$ 5,100.00	\$ 10,200.00
2" PVC	290	LF	\$ 10.00	\$ 2,900.00
4" PVC	5	LF	\$ 12.00	\$ 60.00
8" PVC	1,210	LF	\$ 21.00	\$ 25,410.00
4" Gate Valve	1	EA	\$ 841.00	\$ 841.00
8" Gate Valve	3	EA	\$ 1,295.00	\$ 3,885.00
8"x4" Tee	1	EA	\$ 372.00	\$ 372.00
4"x2" Reducer	1	EA	\$ 203.00	\$ 203.00
Double Water Service	14	EA	\$ 1,150.00	\$ 16,100.00
Single Water Service	12	EA	\$ 643.00	\$ 7,716.00
Temporary Blow Off	1	EA	\$ 550.00	\$ 550.00
Subtotal Water & Fire Distribution System				\$ 68,237.00
PROJECT CONSTRUCTION TOTAL				\$ 168,222.00
BOND TOTAL (130%)				\$ 218,688.60


Matthew J. Morris, P.E.
FL PE No. 68434

8/21/17



Engineer's Cost Estimate - Public Performance Bond
Trevesta - Phase II-A
13-Jun-17

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
EARTHWORK				
Excavation	106,020	CY	\$ 2.25	\$ 238,545.00
Site Preparation	1	LS	\$ 15,525.00	\$ 15,525.00
Sod - 50' R/W	675	SY	\$ 2.40	\$ 1,620.00
Sod - Pond Slopes	13090	SY	\$ 2.40	\$ 31,416.00
Silt Fence	800	LF	\$ 1.30	\$ 1,040.00
Remove Existing Concrete Curb	74	LF	\$ 6.00	\$ 444.00
Remove Existing Sidewalk	54	LF	\$ 8.00	\$ 432.00
				Subtotal Earthwork \$ 289,022.00
PAVEMENT				
1" Asphalt Type S-1 - 50' R/W	4,512	SY	\$ 5.50	\$ 24,816.00
3/4" Asphalt Type S-III - 50' R/W	4,512	SY	\$ 5.00	\$ 22,560.00
6" Soil Cement FDOT Base - 50' r/w	4,512	SY	\$ 16.00	\$ 72,192.00
6" Stabilized Subgrade (LBR 40)	5,414	SY	\$ 5.00	\$ 27,070.00
Type F Curb	156	LF	\$ 21.00	\$ 3,276.00
Type A Curb	2,882	LF	\$ 9.00	\$ 25,938.00
5' Concrete Sidewalk	384	LF	\$ 17.00	\$ 6,528.00
Sidewalk Ramps (302.2)	4	EA	\$ 850.00	\$ 3,400.00
Type T Turn-Around	1	LS	\$ 14,910.00	\$ 14,910.00
Signage and Striping	1	LS	\$ 1,600.00	\$ 1,600.00
				Subtotal Pavement \$ 202,290.00
STORM DRAINAGE SYSTEM				
18" RCP	158	LF	\$ 39.00	\$ 6,162.00
24" RCP	28	LF	\$ 50.00	\$ 1,400.00
30" RCP	595	LF	\$ 65.00	\$ 38,675.00
36" RCP	20	LF	\$ 83.00	\$ 1,660.00
Curb Inlet (202.2)	3	EA	\$ 3,150.00	\$ 9,450.00
Ditch Bottom Inlet	1	EA	\$ 2,215.00	\$ 2,215.00
Control Structure	2	EA	\$ 3,305.00	\$ 6,610.00
18" Headwall	1	EA	\$ 1,615.00	\$ 1,615.00
30" Headwall	4	EA	\$ 2,240.00	\$ 8,960.00
36" Headwall	1	LS	\$ 2,360.00	\$ 2,360.00
				Storm Drainage System \$ 79,107.00
SANITARY SEWER SYSTEM				
8" PVC Gravity Main	1,280	LF	\$ 34.00	\$ 43,520.00
4" Diameter Manhole	7	EA	\$ 3,935.00	\$ 27,545.00
6" Double Sewer Service	17	EA	\$ 1,570.00	\$ 26,690.00
6" Single Sewer Service	2	EA	\$ 1,115.00	\$ 2,230.00
				Subtotal Sanitary Sewer System \$ 99,985.00
WATER & FIRE DISTRIBUTION SYSTEM				
Fire Hydrant Assembly	2	EA	\$ 5,100.00	\$ 10,200.00
2" PVC	290	LF	\$ 10.00	\$ 2,900.00
4" PVC	5	LF	\$ 12.00	\$ 60.00
8" PVC	1,210	LF	\$ 21.00	\$ 25,410.00
4" Gate Valve	1	EA	\$ 841.00	\$ 841.00
8" Gate Valve	3	EA	\$ 1,295.00	\$ 3,885.00
8"x4" Tee	1	EA	\$ 372.00	\$ 372.00
4"x2" Reducer	1	EA	\$ 203.00	\$ 203.00
Double Water Service	14	EA	\$ 1,150.00	\$ 16,100.00
Single Water Service	12	EA	\$ 643.00	\$ 7,716.00
Temporary Blow Off	1	EA	\$ 550.00	\$ 550.00
				Subtotal Water & Fire Distribution System \$ 68,237.00
IRRIGATION SYSTEM				
2" PVC	400	LF	\$ 10.00	\$ 4,000.00
6" PVC	1,260	LF	\$ 17.00	\$ 21,420.00
6" Gate Valve	3	EA	\$ 973.00	\$ 2,919.00
6"x4" Tee	1	EA	\$ 341.00	\$ 341.00
4"x2" Reducer	1	EA	\$ 203.00	\$ 203.00
2" Gate Valve	1	EA	\$ 562.00	\$ 562.00
2" Blow Off	1	EA	\$ 481.00	\$ 481.00
Double Irrigation Service	19	EA	\$ 1,165.00	\$ 22,135.00
Single Irrigation Service	2	EA	\$ 735.00	\$ 1,470.00
Temporary Blow Off	1	EA	\$ 530.00	\$ 530.00
				Subtotal Water & Fire Distribution System \$ 54,061.00
				PROJECT CONSTRUCTION TOTAL \$ 792,702.00
				BOND TOTAL (130%) \$ 1,030,512.60

Matthew J. Morris, P.E.
FL PE No. 68434





Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)

On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(883) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7801 Highway 301 North
Tampa, Florida 33637-8759
(813) 985-7481 or
1-800-836-0797 (FL only)

August 27, 2015

Kolter Acquisitions, LLC
Attn: James P. Harvey
8875 Hidden River Parkway, Suite 150
Tampa, FL 33637

**Subject: Notice of Intended Agency Action - Approval
ERP Individual Construction**
Project Name: Trevesta
App ID/Permit No: 710212 / 43042117.000
County: MANATEE
Sec/Twp/Rge: S34/T33S/R18E, S28/T33S/R18E, S33/T33S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7801 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: U. S. Army Corps of Engineers
Stephany, Inc.
MB Reo-FL Land, LLC
Erin Leah Tumolo, P.E.
Matthew J. Morris, P.E., Morris Engineering & Consulting, LLC



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(883) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

August 27, 2015

Kolter Acquisitions, LLC
Attn: James P. Harvey
8875 Hidden River Parkway, Suite 150
Tampa, FL 33637

**Subject: Notice of Agency Action - Approval
ERP Individual Construction**

Project Name: Trevesta
App ID/Permit No: 710212 / 43042117.000
County: MANATEE
Sec/Twp/Rge: S34/T33S/R18E, S28/T33S/R18E, S33/T33S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
[As-Built Certification and Request for Conversion to Operation Phase](#)
Notice of Authorization to Commence Construction
Notice of Rights

cc: U. S. Army Corps of Engineers
Stephany, Inc.
MB Reo-FL Land, LLC
Erin Leah Tumolo, P.E.
Matthew J. Morris, P.E., Morris Engineering & Consulting, LLC

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43042117.000**

EXPIRATION DATE: August 27, 2020

PERMIT ISSUE DATE: August 27, 2015

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Trevesta

GRANTED TO: Kolter Acquisitions, LLC
Attn: James P. Harvey
8875 Hidden River Parkway, Suite 150
Tampa, FL 33637

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorizes the construction of a new stormwater management system to serve a 294.50-acre mixed use development consisting of single-family and multi-family residential tracts, commercial parcels, roadways, and a recreation area. The construction authorized under this permit covers the first phase of development including Villages A, C, and D of the single-family residential tracts with associated roadways and supporting utilities. The permittee is required to apply for and receive a construction permit, prior to any future construction phase. The project is located within the watershed of Manatee River - Below Dam (WBID 1848B), listed as one of the remainder Lower Tampa Bay segments that require net improvement for the discharge of nutrients; water quality certification is therefore waived as a condition of this permit. The applicant's engineer of record has demonstrated through design calculations that the District's presumptive criteria governs for the required water quality treatment volume. The proposed wet detention lake system will provide the required treatment volume, based on the permanent pool volume with a minimum 14 day residence time, to meet the presumptive requirements. The off-site discharge from the project during the 25 year / 24 hour storm event will be limited to the discharge rate under existing site conditions. Information regarding the wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY: Trevesta Homeowners Association, Inc.

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: MANATEE

SEC/TWP/RGE: S34/T33S/R18E, S28/T33S/R18E, S33/T33S/R18E

TOTAL ACRES OWNED OR UNDER CONTROL:	441.30
PROJECT SIZE:	294.50 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	March 23, 2015
AMENDED DATE:	N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Lake 10	45.75	MAN-MADE WET DETENTION
Lake 11	4.35	MAN-MADE WET DETENTION
Lake 12	4.05	MAN-MADE WET DETENTION
Lake 13	2.38	MAN-MADE WET DETENTION
Lake 14	1.46	MAN-MADE WET DETENTION
Lake 15	4.20	MAN-MADE WET DETENTION
Lake 16	3.57	MAN-MADE WET DETENTION
Lake 17	0.90	MAN-MADE WET DETENTION
Lake 18	1.28	MAN-MADE WET DETENTION
Lake 19	1.40	MAN-MADE WET DETENTION
Lake 20	1.01	MAN-MADE WET DETENTION
	Total: 70.35	

Water Quantity/Quality Comments:

The project is located within the watershed of Manatee River - Below Dam (WBID 1848B), listed as one of the remaining Lower Tampa Bay segments that require net improvement for the discharge of nutrients; water quality certification is therefore waived as a condition of this permit. The applicant's engineer of record has demonstrated through design calculations that the District's presumptive criteria governs for the required water quality treatment volume. The proposed wet detention lake system will provide the required treatment volume, based on the permanent pool volume with a minimum 14 day residence time, to meet the presumptive requirements. Net improvement has also been demonstrated by pollutant loading computations which indicate a net reduction in nutrient load due to beneficial change in land use from the existing agricultural land (row crops) to the proposed development together with the proposed stormwater management system. The off-site discharge from the project during the 25 year / 24 hour storm event will be limited to the discharge rate under existing site conditions. The points of compliance used in determination of the maximum allowable discharge rate are from Nodes 'W-C', 'W-D', 'L-10' and 'W-W' of the updated Buffalo Canal / Frog Creek hydrologic models. The applicant's engineer of record has provided the pre-development and post-development hydrologic models demonstrating that the combined peak discharge rate from these locations will be decreased from 350.49 to 203.12 cfs.

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
20.63	0.00	Storage Modeling	N/A

100-Year Floodplain Comments:

The project will result in approximately 20.63 ac-ft of fill material to be placed within the 100-year floodplain areas identified in the Buffalo Canal / Frog Creek Watershed Management Plan. The hydrologic model has been updated with the site-specific information for the proposed construction activities to demonstrate that the project will cause neither adverse impacts to existing surface water storage nor adverse flooding to off-site properties.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Wetland C	1.90	1.90	0.00	0.00	0.00	0.00
Wetland D	0.68	0.68	0.00	0.00	0.00	0.00
Wetland E	3.33	3.33	0.00	0.00	0.00	0.00
Wetland F	8.83	8.83	0.00	0.00	0.00	0.00
Wetland G	0.80	0.80	0.00	0.00	0.00	0.00
Wetland H	1.39	1.39	0.00	0.00	0.00	0.00
Wetland T	11.10	11.10	0.00	0.00	0.00	0.00
Wetland U	9.98	8.46	1.52	0.61	0.00	0.00
Wetland V	2.87	0.00	2.87	0.86	0.00	0.00
Wetland W	0.42	0.42	0.00	0.00	0.00	0.00
Wetland X	0.89	0.00	0.89	0.30	0.00	0.00
OSW-1	0.65	0.00	0.65	0.00	0.00	0.00
OSW-2	1.33	0.00	1.33	0.00	0.00	0.00
OSW-3	0.04	0.00	0.04	0.00	0.00	0.00
OSW-4	0.11	0.00	0.11	0.00	0.00	0.00
OSW-5	0.17	0.00	0.17	0.00	0.00	0.00
OSW-6	0.03	0.00	0.03	0.00	0.00	0.00
OSW-7	0.04	0.00	0.04	0.00	0.00	0.00
OSW-8	50.97	38.51	12.46	1.52	0.00	0.00
OSW-9	0.04	0.00	0.04	0.00	0.00	0.00
OSW-10	0.13	0.00	0.13	0.00	0.00	0.00
OSW-11	1.14	0.00	1.14	0.00	0.00	0.00
OSW-12	0.28	0.00	0.28	0.00	0.00	0.00
OSW-13	0.20	0.00	0.20	0.00	0.00	0.00
OSW-14	0.09	0.00	0.09	0.00	0.00	0.00
OSW-15	0.22	0.00	0.22	0.00	0.00	0.00
OSW-16	0.24	0.00	0.24	0.00	0.00	0.00
Total:	97.87	75.42	22.45	3.29	0.00	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

There are 42.19 acres of wetlands (FLUCCS 630 and 641) located within the project area for this ERP. Permanent filling and dredging impacts to 5.28 acres of Wetlands U, V, and X will occur for construction of a mixed-use development. Permanent filling impacts to 5.28 acres of qualifying wetlands were evaluated using the Uniform Mitigation Assessment Method (UMAM) as required pursuant to Chapter 62-345, F.A.C. The results of the UMAM analysis indicate a functional loss of 1.77 units due to the permanent wetland impacts proposed. There are 55.68 acres of other surface waters features (FLUCCS 510, 523 and 524), consisting of 52.76 acres of upland cut ponds and 2.92 acres of upland cut ditches, located within the project area. Permanent filling and dredging impacts to 17.17 acres of the project surface waters will occur for construction of a mixed-use development. Permanent filling and dredging impacts to 7.15 acres of qualifying surface waters were evaluated using the Uniform Mitigation Assessment Method (UMAM) as required pursuant to Chapter 62-345, F.A.C. The results of the UMAM analysis indicate a functional loss of 1.52 units due to the permanent surface water impacts proposed.

Mitigation Information

Name	Creation		Enhancement		Preservation		Restoration		Enhancement + Preservation		Other	
	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain
Upland Preservation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.91	0.83	0.00	0.00
Wetland C Enhancement	0.00	0.00	1.90	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland E Enhancement	0.00	0.00	3.33	0.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland F Enhancement	0.00	0.00	8.83	0.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland T Enhancement	0.00	0.00	11.10	0.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland U Enhancement	0.00	0.00	7.85	1.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total:	0.00	0.00	33.01	2.48	0.00	0.00	0.00	0.00	7.91	0.83	0.00	0.00

Mitigation Comments:

Wetland mitigation for permanent impacts will be provided by the onsite enhancement of 33.01 acres of wetlands (FLUCCS 630 and 641) and 7.91 acres of upland preservation. The results of the UMAM analysis indicate a functional gain of 3.31 units which offsets the 3.29 units of functional loss proposed to wetland habitat.

Wetland mitigation is not required for permanent filling impacts to the upland cut ditches pursuant to Subsection 10.2.2.2 of the Applicant's Handbook Volume I (A.H.V.I.) for Environmental Resource Permit Applications. Under this Subsection, wetland mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Wetland mitigation is not required for permanent filling impacts to the upland cut pond pursuant to Subsection 10.2.2.2 of the Applicant's Handbook Volume I (A.H.V.I.) for Environmental Resource Permit Applications. Under this Subsection, wetland mitigation is not required for impacts to wholly owned ponds that were constructed in uplands, which are less than one acres in area and do not provide significant habitat for threatened or endangered species.

A conservation easement granted to the Southwest Florida Water Management District for the purpose of mitigation is required by the Environmental Resource Permit.

Land Resources Parcel Number 21-118-241 has been assigned to the conservation easement that will be granted to the Southwest Florida Water Management District.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. **WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA (Wetland C Enhancement)
(1.90 acres)**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands enhanced for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

a. The mitigation area can reasonably be expected to develop into a Wetland Forested Mixed (FLUCCS 630) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).

b. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

c. Enhancement through the removal of brazilian pepper (*Schinus terebinthifolius*), primrose willow (*Ludwigia peruviana*) and cattails (*Typha* sp.) will result in coverage by nuisance or exotic species does not exceed five percent at any area within the mitigation site and five percent for the entire mitigation site.

d. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA (Wetland E Enhancement) (3.33 acres)

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands enhanced for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

a. The mitigation area can reasonably be expected to develop into a Wetland Forested Mixed (FLUCCS 630) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).

b. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

c. Enhancement through the removal of brazilian pepper (*Schinus terebinthifolius*), primrose willow (*Ludwigia peruviana*) and cattails (*Typha sp.*) will result in coverage by nuisance or exotic species does not exceed five percent at any area within the mitigation site and five percent for the entire mitigation site.

d. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

**WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA (Wetland F Enhancement)
(8.83 acres)**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands enhanced for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

a. The mitigation area can reasonably be expected to develop into a Wetland Forested Mixed (FLUCCS 630) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).

b. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

c. Enhancement through the removal of brazilian pepper (*Schinus terebinthifolius*), primrose willow (*Ludwigia peruviana*) and cattails (*Typha sp.*) will result in coverage by nuisance or exotic species does not exceed five percent at any area within the mitigation site and five percent for the entire mitigation site.

d. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA (Wetland T Enhancement)

(11.10 acres)

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands enhanced for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

a. The mitigation area can reasonably be expected to develop into a Wetland Forested Mixed (FLUCCS 630) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).

b. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

c. Enhancement through the removal of brazilian pepper (*Schinus terebinthifolius*), primrose willow (*Ludwigia peruviana*) and cattails (*Typha* sp.) will result in coverage by nuisance or exotic species does not exceed five percent at any area within the mitigation site and five percent for the entire mitigation site.

d. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

**WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA (Wetland U Enhancement)
(7.85 acres)**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands enhanced for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

a. The mitigation area can reasonably be expected to develop into a Wetland Forested Mixed (FLUCCS 630) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).

b. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

c. Enhancement through the removal of brazilian pepper (*Schinus terebinthifolius*), primrose willow (*Ludwigia peruviana*) and cattails (*Typha* sp.) will result in coverage by nuisance or exotic species does not exceed five percent at any area within the mitigation site and five percent for the entire mitigation site.

d. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

4. The Permittee shall monitor and maintain the wetland mitigation areas until the criteria set forth in the Wetland Mitigation Success Criteria Conditions above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.
5. The Permittee shall undertake required maintenance activities within the wetland mitigation areas as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Conditions above. Herbicides shall not be used without the prior written approval of the District.
6. The permittee, prior to beneficial use of the site must submit an as-built survey of the wetland mitigation areas certified by a registered surveyor or professional engineer showing dimensions, grades, ground elevations, water surface elevations, and species composition, numbers and densities. Upon District inspection and approval of the mitigation area(s), the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation area(s). Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation area(s) in compliance according to the Wetland Mitigation Success Criteria Condition(s) above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation area(s) in compliance with the Wetland Mitigation Success Criteria Condition(s) above. Monitoring Data shall be collected {Choose one} annually or semi-annually.

7. Termination of monitoring for the wetland mitigation areas shall be coordinated with the District by:
 - a. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Conditions have been achieved;
 - b. submitting documentation, including the date, that all maintenance activities in the wetland mitigation areas have been suspended including, but not limited to, irrigation and addition or removal of vegetation; and
 - c. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

Upon receipt of the monitoring report, the District will evaluate the wetland mitigation sites to determine if the Mitigation Success Criteria Conditions have been met and maintained. The

District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation areas that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

8. Following the District's determination that the wetland mitigation has been successfully completed, the Permittee shall operate and maintain the wetland mitigation areas such that they remain in their current or intended condition for the life of the system. The Permittee must perform corrective actions for any portions of the wetland mitigation areas where conditions no longer meet the criteria set forth in the Wetland Mitigation Success Criteria Conditions.
9. The Permittee shall commence construction of the mitigation areas within 30 days of wetland impacts, if wetland impacts occur between February 1 and August 31. If wetland impacts occur between September 1 and January 31, construction of the mitigation areas shall commence by March 1. In either case, construction of the mitigation area(s) shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.
10. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetland(s), wetland mitigation area(s), wetland buffer(s), upland conservation area(s), and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
11. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

wetland and surface water areas

wetland buffers

upland preservation

limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

12. All wetland and surface water boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District for the term of this permit. If this permit is extended, the wetland and surface water boundaries shall only remain binding for the term of such extension provided that physical conditions on the property, as solely determined by District staff, do not change so as to alter the boundaries of the delineated wetlands or other surface waters during the permit term, unless such change has been authorized by a permit issued under Part IV, Chapter 373, F.S.

13. The following language shall be included as part of the deed restrictions for each lot:

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District."

14. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
15. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
 - a. homeowners, property owners, master association or condominium association articles of incorporation, and
 - b. declaration of protective covenants, deed restrictions or declaration of condominium

The Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.

16. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
17. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
18. For the areas shown on the construction drawings as future developments or outparcels, a permit modification shall be obtained for any construction in these areas.
19. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
20. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
21. No construction is authorized by this permit until the Permittee submits to the District a recorded deed documenting the transfer of ownership of the project site to the Permittee.
22. The Permitted Plan Set for this project includes: the set received by the District on June 3, 2015.
23. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

24. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
25. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
26. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
27. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
28. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
29. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
30. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.
31. Construction is prohibited in the public right-of-ways until the Permittee acquires legal control or authorization from the holder(s) of the right-of-ways to construct the portions of the project within these areas as delineated on the permitted construction drawings.
32. The wetland impacts authorized herein shall not occur until a conservation easement granted in

perpetuity as mitigation for the authorized impacts is conveyed to the District without encumbrances that adversely affect the ecological viability of the mitigation. The conservation easement shall conform to the draft conservation easement to be reviewed and approved by the District. The conservation easement shall be executed and recorded in the Public Records of Manatee County within Forty-five (45) days of permit issuance and the original document returned to:

Southwest Florida Water Management District
Tampa Service Office
Attention: Environmental Compliance Manager
7601 U.S. 301 North
Tampa, FL 33637-7481

Proof of the conveyance of the conservation easement to the District shall be the District's receipt of the original document recorded in the Public Records of Manatee County.

33. The wetland impacts authorized herein shall not occur until a title insurance commitment issued in favor of the District and in an amount at least equal to the fair market value of the interest being conveyed for mitigation purposes is reviewed and approved by the District. The title commitment shall be submitted to the District within Fifteen (15) days of permit issuance. An Owner's Title Policy insuring the District's conservation easement interest shall be submitted to the District within One Hundred and Eighty (180) days of permit issuance. The Owner's Title Policy shall conform to the title insurance commitment reviewed and approved by the District. The Owner's Title Policy shall be submitted to:

Southwest Florida Water Management District
Tampa Service Office
Attention: Environmental Compliance Manager
7601 U.S. 301 North
Tampa, FL 33637-7481

34. If the wetland impacts authorized by this permit and for which the conservation easement is intended to provide mitigation do not occur, the Permittee may request that the District release the conservation easement by submitting an application to modify the permit.
35. Prior to the wetland impacts authorized herein the Permittee may modify this Permit to provide alternative mitigation that offsets the authorized wetland impacts.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

Michelle K. Hopkins, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
- a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:
 1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction

needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification

shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Trevesta

PROJECT NAME

Residential

PROJECT TYPE

MANATEE

COUNTY

S34/T33S/R18E, S28/T33S/R18E, S33/T33S/R18E

SEC(S)/TWP(S)/RGE(S)

Kolter Acquisitions, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 710212 / 43042117.000

DATE ISSUED: August 27, 2015



Michelle K. Hopkins, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK**

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(883) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7461 or
1-800-838-0797 (FL only)

March 11, 2016

VK Trevesta LLC
Attn: James Harvey
8875 Hidden River Pkwy, STE 150
Tampa, FL 34637

**Subject: Notice of Intended Agency Action - Approval
ERP Individual Construction Major Modification**
Project Name: Trevesta
App ID/Permit No: 723721 / 43042117.001
County: MANATEE
Sec/Twp/Rge: S34/T33S/R18E, S33/T33S/R18E, S28/T33S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: Matthew Morris, P.E., Morris Engineering & Consulting, LLC



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
8750 Fruitville Road
Sarasota Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7801 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-838-0797 (FL only)

March 11, 2016

VK Trevesta LLC
Attn: James Harvey
8875 Hidden River Pkwy, STE 150
Tampa, FL 34637

Subject: Notice of Agency Action - Approval
ERP Individual Construction Major Modification

Project Name: Trevesta
App ID/Permit No: 723721 / 43042117.001
County: MANATEE
Sec/Twp/Rge: S34/T33S/R18E, S33/T33S/R18E, S28/T33S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 As-Built Certification and Request for Conversion to Operation Phase
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: Matthew Morris, P.E., Morris Engineering & Consulting, LLC

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION
PERMIT NO. 43042117.001**

EXPIRATION DATE: March 11, 2021

PERMIT ISSUE DATE: March 11, 2016

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Trevesta

GRANTED TO: VK Trevesta LLC
Attn: James Harvey
8875 Hidden River Pkwy, STE 150
Tampa, FL 34637

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the modification of a previously permitted stormwater management system (ERP No. 43042117.000), serving a 294.50-acre mixed use development consisting of single-family and multi-family residential tracts, commercial parcels, roadways and a recreation area. The proposed modification includes revised basin areas for stormwater ponds L-10, L-11, L-13 and L-20, as well as the deletion of Pond-12 and the reconfiguration of ponds L-11 and L-13. The top of bank for stormwater pond L-20 has been revised to elevation 29.29 however, top of bank acreage remains approximately the same as the acreage in the previous permit. All remaining ponds shown in the approved construction plans will remain with ERP No. 43042117.000. The Engineer of Record has demonstrated through design calculations that these activities will have no adverse impacts to the previously permitted stormwater system. The proposed wet detention lake system will provide the required treatment volume, based on the permanent pool volume with a minimum 14 day residence time. With the proposed modification, the off-site discharge from the project during the 25 year / 24 hour storm even will continue to discharge at a rate under the existing site conditions. All stormwater management system inspection requirements shall remain consistent with ERP No. 43042117.000. No additional improvements are proposed or authorized under this permit modification. The project site is located at the southeast corner of Interstate 75 and 69th Street East in Manatee County.

OP. & MAIN. ENTITY: VK Trevesta LLC

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: MANATEE

SEC/TWP/RGE: S34/T33S/R18E, S33/T33S/R18E, S28/T33S/R18E

TOTAL ACRES OWNED OR UNDER CONTROL:	441.30
PROJECT SIZE:	294.50 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	January 26, 2016
AMENDED DATE:	N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Lake 11	11.08	NO TREATMENT SPECIFIED
Lake 13	4.50	NO TREATMENT SPECIFIED
	Total: 15.58	

Water Quantity/Quality Comments:

As previously permitted under ERP No. 43042117.000, the project is located within the watershed of Manatee River - Below Dam (WBID 1848B), listed as one of the remaining Lower Tampa Bay segments that require net improvement for the discharge of nutrients; water quality certification is therefore waived as a condition of this permit. The applicant's engineer of record has demonstrated through design calculations that the District's presumptive criteria governs for the required water quality treatment volume. The proposed wet detention lake system will provide the required treatment volume, based on the permanent pool volume with a minimum 14 day residence time, to meet the presumptive requirements. The points of compliance used in determination of the maximum allowable discharge rate are from Nodes 'W-C', 'W-D', 'L-10' and 'W-W' of the updated Buffalo Canal / Frog Creek hydrologic models. In this modification, the applicant's engineer of record has provided the permitted pre-development and revised post-development hydrologic models demonstrating that the combined peak discharge rate from these locations will be decreased from 350.49 to 196.11 cfs respectively.

Previously permitted Lake 12 has been removed from the proposed site layout. Lake 11 and Lake 13 have been reconfigured to accommodate for the new basin areas. The acreages shown in the table above represent the reconfigured acreages of the ponds being modified. The top of bank elevation of Lake 20 has been revised from 29.58' to 29.29'. Control structure elevations and notch dimensions have also been revised in Lake 11, 13 and 20; refer to the engineering worksheet for these changes. All elevation referenced in this permit application are in NAVD 88 datum.

A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

100-Year Floodplain Comments:

Floodplain encroachment and compensation remain the same as previously permitted under ERP No. 43042117.000.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Comments:

The project area for this ERP modification contains 36.91 acres of wetlands and 38.51 acres of other surface waters that have been previously approved and reported in ERP 43042117.000, entitled Trevesta, issued August 27, 2015. This permit modification does not authorize any wetland, other surface water impacts or change any of the previously authorized wetland, other surface water impacts or mitigation.

Mitigation Information

Mitigation is not required.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. This Permit Modification No. 43042117.001, amends the previously issued Permit No. 43042117.000, and adds conditions. All other original permit conditions remain in effect.
4. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
5. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
6. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
7. The Permitted Plan Set for this project includes the set received by the District on February 11, 2016.
8. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
9. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
10. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
11. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:

- a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
12. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
13. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

Michelle K. Hopkins, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
- a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:
 1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction

needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification

shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Trevesta

PROJECT NAME

Residential

PROJECT TYPE

MANATEE

COUNTY

S34/T33S/R18E, S33/T33S/R18E, S28/T33S/R18E

SEC(S)/TWP(S)/RGE(S)

VK Trevesta LLC

PERMITTEE

APPLICATION ID/PERMIT NO: 723721 / 43042117.001

DATE ISSUED. March 11, 2016



Michelle K. Hopkins, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK**

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.