

Prepared by and return to:
James H. McNeil, Jr., Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, FL 32801



PRIVATE STREET MAINTENANCE AGREEMENT

This Private Street Maintenance Agreement is made this 10th day of April, 2018, by and between THE OASIS AT UNIVERSITY APARTMENTS, LLC, a Florida limited liability company ("Owner") and MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") (this "Agreement").

WITNESSETH:

WHEREAS, Owner is the owner of the real property described on Exhibit "A" attached hereto and made a part (the "Project").

WHEREAS, Robert M. Picerne is the Manager of The Oasis of University Apartments GP, LLC, a Florida limited liability company, the Manager of Owner.

WHEREAS, that this Agreement is made by Owner in connection with Owner's intention to develop the Project as an apartment complex with private roads as provided for in the approvals granted by the County and in satisfaction of the Manatee County Land Development Code requirements.

WHEREAS, as part of the development of the Project, Owner intends to construct the entrance road portion of the Project, as more specifically defined on Exhibit "B" attached hereto, as a private access road which will be opened for the general use of the public (the "Access Road").

WHEREAS, Owner acknowledges that Owner, its heirs, assignees, grantees, purchasers for value and successors in interest, shall be bound by this Agreement, and that the County shall not be responsible for the maintenance of the Access Road.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated and by this reference made a part hereof.

2. **Construction and Maintenance.** Owners shall construct the Access Road (inclusive of curb and gutter and pedestrian sidewalks) in accordance with the final engineering plans approved by the County. Owner, its heirs, assignees, grantees, purchasers for value, and successors in interest, hereby acknowledge that the County shall not be responsible for the maintenance of the Access Road. The County shall not be required or obligated in any way to improve, repair or maintain, or participate in any way in the improvement, repair or maintenance of all or any portion of the Access Road. Repair and maintenance of the Access Road shall be undertaken by the Owner or its successors and assigns to the

County's maintenance standards established for local roads. The Access Road shall remain open to the public and shall not be gated or otherwise obstructed.

3. **No County Responsibility.** Owner hereby acknowledges on behalf of itself, its heirs, assignees, grantees, purchasers for value, and its successors in interest, that the County assumes no liability or responsibility for any construction, improvements, or work performed on the Access Road by private individuals.

4. **Indemnification.** Owner, its heirs, assignees, grantees, purchasers for value, and successors in interest, shall indemnify, defend and save harmless the County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Owner, its heirs, assignees, grantees, purchasers for value, and successors in interest, in the performance of this Agreement. Owner, its heirs, assignees, grantees, purchasers for value, and successors in interest, shall not be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and/or negligence of Manatee County, its officers, agents or employees.

5. **Agreement to Run with the Land.** Owner shall file and record this Agreement with the Clerk of the Circuit Court of Manatee County, Florida. The agreements and covenants set forth herein run with the land and shall be binding upon Owner's heirs, assignees, grantees, purchasers for value, or successors in interest. Upon the conveyance by Owner of either (i) the Project to a successor in interest, or (ii) the Access Road to the County, Owner shall be released from all rights, duties, obligations, liabilities and indemnities as provided for in this Agreement.

Agreed to on the date hereinabove referenced.

(Signatures on following page)

WITNESSES:

Kristin Zapp
Print Name: Kristin Zapp

Gladys Bello
Print Name: Gladys Bello

THE OASIS AT UNIVERSITY APARTMENTS, LLC, a Florida limited liability company

By: The Oasis at University Apartments GP, LLC, a Florida limited liability company, as Manager

By: [Signature]
Richard R. Haley,
Executive Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to and subscribed before me this 28 day of March, 2018 by Richard R. Haley, Executive Vice President of The Oasis at University Apartments GP, LLC, a Florida limited liability company, Manager of The Oasis at University Apartments, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or has produced _____ as identification.



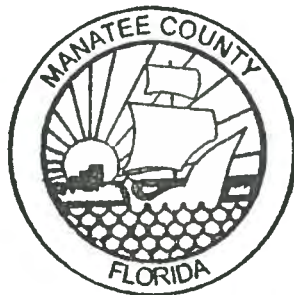
[Signature]
Notary Public for the State of Florida
Print Name: _____
My Commission Expires: _____

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: Brisille Inay
Chairperson

Date: 4/10/18



**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER**

By: Rubin Roth, Jr
Deputy Clerk

EXHIBIT "A"
Legal Description of Property

PARCEL A

THE NORTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

LESS: RAILROAD R.O.W. ALONG THE WEST LINE THEREOF.

ALSO LESS: THAT PART ALONG THE EAST LINE THEREOF LYING WITHIN AND SHOWN ON THE SUBDIVISION OF "NORTH SARASOTA", AS PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 151 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS ORDERED AND ADJUDGED IN THAT CERTAIN "FINAL JUDGMENT", AS DESCRIBED AND RECORDED IN O.R. BOOK 1191, PAGE 2758 & 2759 OF SAID PUBLIC RECORDS.

TOGETHER WITH: ADDITIONAL R/W FOR "BROADWAY" AS PER O.R. BOOK 1489, PAGE 5143 OF SAID PUBLIC RECORDS. (PER REVERSION CLAUSE)

PARCEL B

LOTS 34 THRU 43, BLOCK 2; LOTS 1 THRU 16, LOTS 21 THRU 28 AND 29 THRU 48, BLOCK 3; LOTS 1 THRU 18, BLOCK 4, "NORTH SARASOTA", AS RECORDED IN PLAT BOOK 2, PAGE 151 PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. SECTION 32, TOWNSHIP 35 SOUTH, RANGE 18 EAST, TOGETHER WITH THOSE CERTAIN VACATED RIGHT-OF-WAYS, AS DESCRIBED IN THAT CERTAIN RESOLUTION, RECORDED IN O.R. BOOK 1066, PAGE 1320 THRU 1323 OF SAID PUBLIC RECORDS.

PARCEL C

LOTS 29, 30, 31, 32 AND 33, BLOCK 2, NORTH SARASOTA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 151 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL D

A PORTION OF BROADWAY (30'± PUBLIC R/W) AND A PORTION OF 28TH STREET EAST (TENNESSEE AVE, 50' PUBLIC R/W) AS SHOWN ON THE PLAT OF "NORTH SARASOTA", A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 151, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN THE SOUTH 1/2 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, S 89°23'52" E, 47.17 FEET TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD; THENCE, ALONG THE SAID EAST LINE, S 00°25'22" W, 670.11 FEET TO ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF BROADWAY; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, S 89°24'46" E, 327.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE, S 89°24'46" E, 150.00 FEET TO ITS INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF 28TH STREET EAST; THENCE, ALONG SAID EAST EXTENSION OF THE EAST LINE, S 00°11'37" W, 154.97 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 3, MAP OF NORTH SARASOTA, AS RECORDED IN PLAT BOOK 2, PAGE 151 OF THE PUBLIC RECORDS OF MANATEE COUNTY; THENCE N 89°25'40" W, 50.00 FEET TO THE NORTHEAST CORNER OF LOT 34, BLOCK 2, OF SAID MAP OF NORTH SARASOTA; THENCE N 00°11'37" E, ALONG THE EAST LINE OF SAID

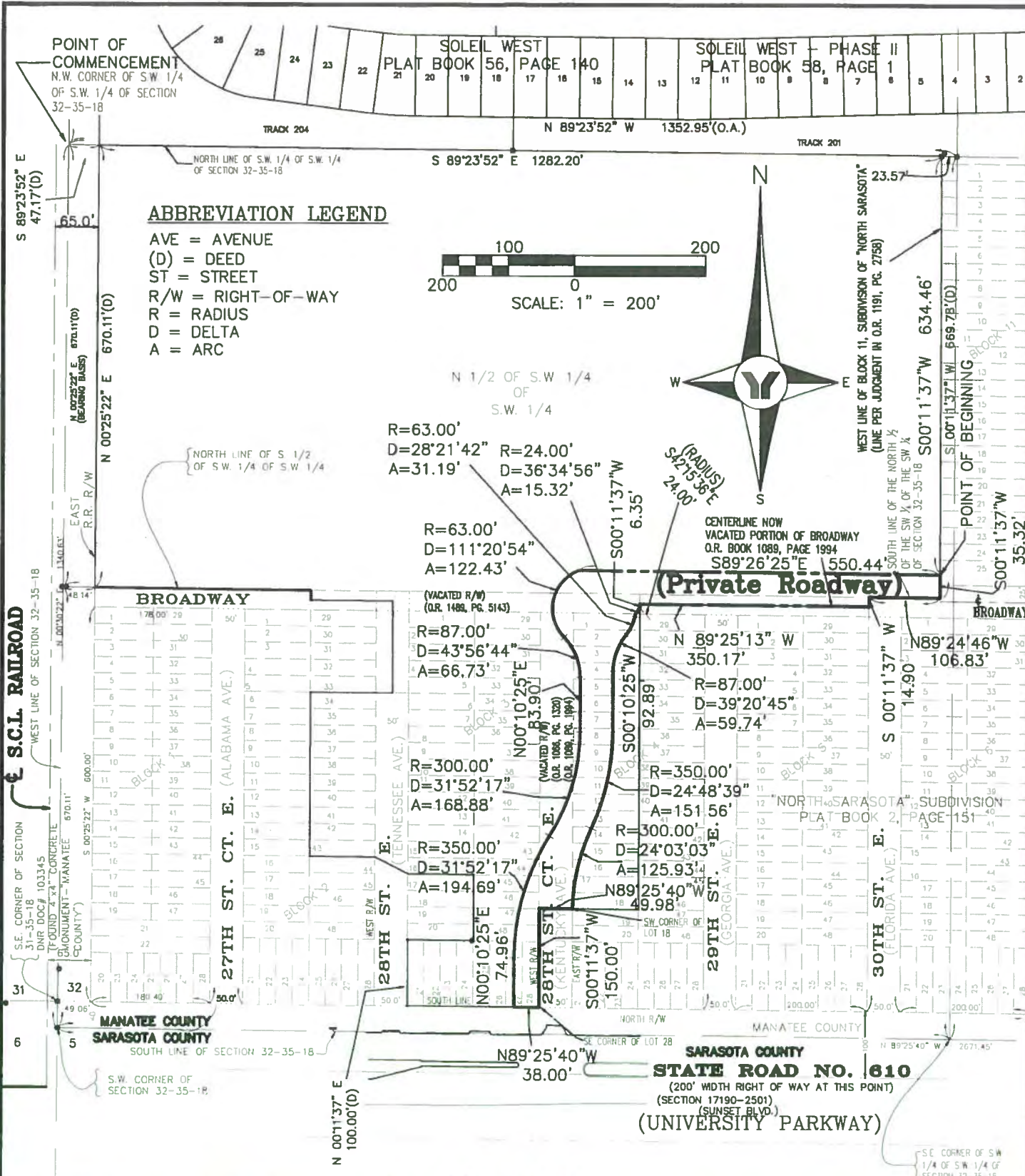
BLOCK 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SAID 28TH STREET EAST, 125.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF BROADWAY; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, N 89°25'40" W, 100.00 FEET TO THE NORTHWEST CORNER OF LOT 29, BLOCK 2, OF SAID MAP OF NORTH SARASOTA; THENCE N 00°11'37" E, 30.02 FEET TO THE POINT OF BEGINNING.

PARCELS A, B, C AND D ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE, ALONG THE NORTH LINE OF SAID S.W. 1/4 OF THE S.W. 1/4, S 89°23'52" E, 47.17 FEET TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD FOR A POINT OF BEGINNING: THENCE CONTINUE ALONG THE NORTH LINE OF SAID S.W. 1/4 OF THE S.W. 1/4, S 89°23'52" E, 1282.20 FEET TO ITS INTERSECTION WITH THE WEST LINE OF BLOCK 11, SUBDIVISION OF "NORTH SARASOTA", AS RECORDED IN PLAT BOOK 2, PAGE 151, ALSO BEING THE WEST LINE OF SAID BLOCK 11 PER THE "FINAL JUDGMENT", AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1191, PAGE 2758, ALL RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WEST LINE OF BLOCK 11, S 00°11'37" W, 669.78 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 32; THENCE ALONG SAID SOUTH LINE, N 89°24'46" W, 106.83 FEET; THENCE, LEAVING SAID SOUTH LINE AND ALONG A PORTION OF BROADWAY (VACATED ON O.R. BOOK 1089, PG. 1994), THE FOLLOWING CALLS: S 00°11'37" W, 14.90 TO ITS INTERSECTION WITH THE CENTERLINE OF SAID BROADWAY, NOW VACATED; THENCE ALONG SAID CENTERLINE N 89°25'13" W, 350.17 FEET; THENCE , LEAVING SAID CENTERLINE OF BROADWAY, NOW VACATED, AND ALONG THE EAST LINE OF LOTS 1 THROUGH 18, BLOCK 4 OF SAID "NORTH SARASOTA", S 00°11'37" W, 464.95 FEET TO THE S.E. CORNER OF SAID LOT 18; THENCE ALONG THE SOUTH LINE OF SAID LOT 18 AND ITS WESTERLY EXTENSION THEREOF N 89°25'40 W, 150.00 FEET TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF 28TH ST. CT. E. (A 50' PUBLIC R/W, PLATTED AS KENTUCKY AVE.), ALSO BEING THE N.E. CORNER OF SAID LOT 47, BLOCK 3; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, ALSO BEING THE EAST LINE OF LOTS 47, 48 AND 28, BLOCK 3, S 00°11'37" W, 150.00 FEET TO ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY (S.R. No. 610, PUBLIC R/W, WIDTH VARIES), ALSO BEING THE S.E. CORNER OF SAID LOT 28, BLOCK 3; THENCE N 89°25'40" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, ALSO BEING THE SOUTH LINE OF LOTS 21 THRU 28, BLOCK 3, 200.00 FEET TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF 28TH ST. E. (A 50' PUBLIC R/W, PLATTED AS TENNESSEE AVE.), ALSO BEING THE S.W. CORNER OF SAID LOT 21, BLOCK 3; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 21, BLOCK 3, N 00°11'37" E, 100.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE S.W. CORNER OF LOT 20, BLOCK 3 OF SAID PLAT OF "NORTH SARASOTA"; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 20, BLOCK 3, S 89°25'40" E, 100.00 FEET TO THE S.E. CORNER OF SAID LOT 20; THENCE ALONG THE EAST LINE OF LOTS 17 THRU 20, BLOCK 3, N 00°11'37" E, 100.00 FEET TO THE N.E. CORNER OF SAID LOT 17; THENCE ALONG THE NORTH LINE OF SAID LOT 17, N 89°25'40" W, 100.00 FEET TO THE N.W. CORNER OF SAID LOT 17 ALSO BEING THE S.E. CORNER OF A VACATED PORTION OF SAID 28TH ST. E., AS RECORDED IN OFFICIAL RECORDS BOOK 1066, PAGE 1320 AND OFFICIAL RECORDS BOOK 1089, PAGE 1994 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID VACATED RIGHT-OF-WAY, N 62°56'20" W, 56.05 FEET TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID 28TH ST. E., ALSO BEING THE S.E. CORNER OF LOT 43, BLOCK 2, SAID PLAT OF "NORTH SARASOTA"; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID LOT 43, BLOCK 2, N 89°25'40" W, 100.00 FEET TO THE S.W. CORNER OF SAID LOT 43; THENCE ALONG THE WEST LINE OF LOTS: 29 THRU 43, SAID BLOCK 2, N 00°11'37" E, 405.02 FEET TO ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF BROADWAY (30'± PUBLIC R/W); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE 89°24'46" W, 327.88 FEET TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE AFOREMENTIONED S.C.L. RAILROAD; THENCE N 00°25'22" E, ALONG SAID EAST RIGHT-OF-WAY LINE, 670.11 FEET TO THE POINT OF BEGINNING.

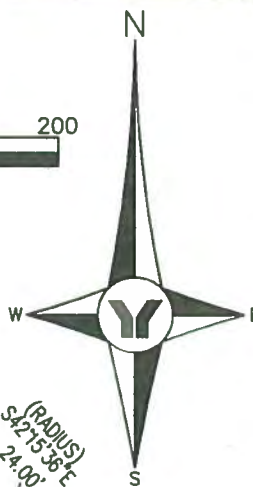
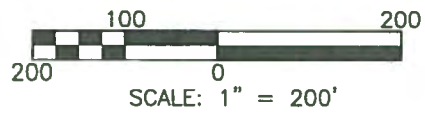
EXHIBIT "B"
Access Road

(See following two pages)



ABBREVIATION LEGEND

- AVE = AVENUE
- (D) = DEED
- ST = STREET
- R/W = RIGHT-OF-WAY
- R = RADIUS
- D = DELTA
- A = ARC



"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

PREPARED FOR:
PICERNE DEVELOPMENT
 247 WESTMORE DRIVE
 ALTAMONTE, FL 32714

**Private Roadway
 SKETCH & DESCRIPTION**

REVISED	BY	DATE	DESCRIPTION

CREW CHIEF	INITIALS	DATE
DRAWN	PL	3/23/18
CHECKED	KCW	3/26/18
FIELD BOOK		
FIELD DATE		

F. Peter Lutz, Jr.
F. PETER LUTZ, JR.
 PSM LS 5506
 DATE 3/29/18



George F. Young, Inc.
 10540 PORTAL CROSSING, SUITE 105 BRADENTON, FLORIDA 34211
 PHONE (941) 747-2981 FAX (941) 747-7234
 BUSINESS ENTITY LB21
 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES
 GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH GARDENS • ST. PETERSBURG • TAMPA • VENICE

JOB NO.
0423006405
 SHEET NO.
S1 OF S2

DESCRIPTION:

A PRIVATE ROADWAY LYING WITHIN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE, ALONG THE NORTH LINE OF SAID S.W. 1/4 OF THE S.W. 1/4, S 89°23'52" E, 47.17 FEET TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD; THENCE CONTINUE ALONG THE NORTH LINE OF SAID S.W. 1/4 OF THE S.W. 1/4, S 89°23'52" E, 1282.20 FEET TO ITS INTERSECTION WITH THE WEST LINE OF BLOCK 11, SUBDIVISION OF "NORTH SARASOTA", AS RECORDED IN PLAT BOOK 2, PAGE 151, ALSO BEING THE WEST LINE OF SAID BLOCK 11 PER THE "FINAL JUDGMENT", AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1191, PAGE 2758, ALL RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WEST LINE OF BLOCK 11, S 00°11'37" W, 634.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°11'37" W, 35.32 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 32; THENCE ALONG SAID SOUTH LINE, N 89°24'46" W, 106.83 FEET; THENCE S 00°11'37" W, 14.90 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF A VACATED PORTION OF BROADWAY, AS RECORDED IN OFFICIAL RECORDS BOOK 1089, PAGE 1994 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE, N 89°25'13" W, 350.17 FEET; THENCE LEAVING SAID CENTERLINE, S 00°11'37" W, 6.35 FEET TO ITS INTERSECTION WITH THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S 42°15'36" E, 24.00 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 24.00 FEET AND A CENTRAL ANGLE OF 36°34'56", 15.32 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 63.00 FEET AND A CENTRAL ANGLE OF 28°21'42", 31.19 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 87.00 FEET AND A CENTRAL ANGLE OF 39°20'45", 59.74 FEET TO THE POINT OF TANGENCY; THENCE S 00°10'25" W, 92.89 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 24°48'39", 151.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 24°03'03", 125.93 FEET TO THE SOUTHWEST CORNER OF LOT 18, BLOCK 4 OF SAID "NORTH SARASOTA SUBDIVISION", SAID CORNER LYING ON THE EAST RIGHT-OF-WAY LINE OF 28th ST. CT. E. (KENTUCKY AVE, A 50' PUBLIC R/W); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N 89°25'40" W, 49.98 FEET TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID 28th ST. CT. E.; THENCE S 00°11'37" W, ALONG SAID WEST RIGHT-OF-WAY LINE, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 28, BLOCK 3 OF SAID "NORTH SARASOTA SUBDIVISION" AND THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY (SR 610); THENCE N 89°25'40" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 38.00 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, N 00°10'25" E, 74.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 31°52'17", 194.69 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 31°52'17", 168.88 FEET TO THE POINT OF TANGENCY; THENCE N 00°10'25" E, 83.90 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 87.00 FEET AND A CENTRAL ANGLE OF 43°56'44", 66.73 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 63.00 FEET AND A CENTRAL ANGLE OF 111°20'54", 122.43 FEET TO A POINT; THENCE S 89°26'25" E, ALONG A NON-TANGENT LINE TO THE LAST CURVE, 550.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 62,720± SQUARE FEET/ 1.43± ACRES, MORE OR LESS.

NOTES

1. BEARINGS SHOWN ARE ASSUMED, A BEARING OF S 00°25'22" W, ALONG THE EAST RAILROAD R/W.
2. THIS SKETCH IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH IS COMPRISED OF 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.
4. TITLE WORK WAS NOT PROVIDED FOR THIS SKETCH.
5. THE DESCRIBED LAND CONTAINS 62,720± SQUARE FEET/ 1.43± ACRES.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

PREPARED FOR: PICERNE DEVELOPMENT 247 WESTMORE DRIVE ALTAMONTE, FL 32714		Private Roadway SKETCH & DESCRIPTION SECTION 32, TOWNSHIP 35 S., RANGE 18 E.		REVISIONS BY _____ DATE _____ DESCRIPTION _____	
CREW CHIEF	INITIALS	DATE	George F. Young, Inc. 10540 PORTAL CROSSING, SUITE 105 BRADENTON, FLORIDA 34211 PHONE (941) 747-2981 FAX (941) 747-7234 BUSINESS ENTITY LB21 ARCHITECTURE-ENGINEERING-ENVIRONMENTAL-LANDSCAPE-PLANNING-SURVEYING-UTILITIES GAINESVILLE-LAKEWOOD RANCH-ORLANDO-PALM BEACH GARDENS-ST. PETERSBURG-TAMPA-VENICE		
DRAWN	PL	3/23/18			
CHECKED	KCW	3/26/18			
FIELD BOOK					
FIELD DATE					
F. PETER LUTZ, JR. PSM LS 5506 DATE <u>3/29/18</u>			JOB NO. 0423006405	SHEET NO. S2 OF S2	

FILE: I:\PROJECT\SUR\2004\0623006405\DWG\0423006405SK.DWG
 PLOTTED: 03/29/18 08:48:36
 LOGIN: PLUTZ

Angelina "Angel" Colonnese

Clerk of the Circuit Court
Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: dhernandez

Changed By: dhernandez

Receipt#: 900122414 **Payee Name:** MANATEE COUNTY PUBLIC WORKS AR700020
Receipt Date: 04/10/2018 1022 26TH AVE E ATTN JOHNNIE YETTER
BRADENTON, FL 34205
Escrow Balance:
Escrow Customer:

Instrument: 201841035763 - BK2722/P6278 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$33.00
199000000341150	PRMTF \$1/\$.50	\$4.50
001000000208911	PRMTF FACC \$.10	\$0.80
199000000341160	PRMTF CLERK \$1.90	\$15.20
001000000208912	PRMTF BCC \$2	\$16.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$69.50

Receipt Total: \$69.50
Amount Tendered: \$0.00
Overage: \$0.00

Amount Paid:

April 10, 2018 - Regular Meeting
Agenda Item #38

Approved in Open Session 4/10/18,
Manatee County
Board of County Commissioners

Subject

Oasis Development - Private Street Maintenance Agreement

Briefings

None

Contact and/or Presenter Information

Presenter: Sia Mollanazar, P.E., County Engineer, Deputy Director -Engineering Services, Ext. 7487

Contact: Chris Mowbray, P.E., Highway Engineering Division Manager, Ext. 7605

Action Requested

Authorization for the Chairperson to execute and record " Private Street Maintenance Agreement" with The Oasis at University Apartments, LLC.

Enabling/Regulating Authority

Manatee County Land Development Code, Ordinance 15-17, as amended

Background Discussion

Oasis development was to construct and dedicate Broadway and Kentucky Boulevards, per approved Preliminary Site Plan (PSP) and public testimony at the Board of County Commissioners (BCC) hearing, as the road rights-of-way (ROW) were previously vacated.

After receiving approval from the BCC and prior to the Final Site Plan/Construction Plan submittal, it was learned that there is a six-party private utility easement within the future rights-of-way. The Oasis development had not succeeded in vacating this private easement. Public Works will not accept the roadway dedication with this encumbrance. Oasis development intends to construct the Broadway and Kentucky Streets of the project to Manatee County Public Standards, as private access roads which will be opened for the general use of the public forever.

The County shall not be responsible for the maintenance of the Broadway and Kentucky Streets. Oasis development or its successors and assigns shall repair and maintain the Broadway and Kentucky Streets in accordance with County's maintenance standards established for local roads.

The County Attorney's Office and counsel for Oasis development have drafted the attached agreement that provides the above condition and makes these roadways for public use forever.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney
Clague

Instructions to Board Records

Please provide Official Record Book and page numbers along with original to Sia Mollanazar, P.E., County Engineer, Deputy Director-Engineering Services.

Please call Ext. 7462 to arrange pick-up of the documents.

CCC: AR700020

Distributed 4/10/18, RT

Cost and Funds Source Account Number and Name
N/A

Amount and Frequency of Recurring Costs
N/A

Attachment: [Clague email.pdf](#)

Attachment: [The Oasis Apartments at University LLC - Private Street Maintenance Agreement - Executed by Oasis 03282018.pdf](#)

Chris Mowbray

To: Chris Mowbray (chris.mowbray@mymanatee.org)
Subject: FW: Oasis at University Apartments, Private Street Agreement; RLS-2018-0131

From: William Clague
Sent: Tuesday, March 27, 2018 9:39 AM
To: jim.mcneil@akerman.com; Chris Mowbray <chris.mowbray@mymanatee.org>; Sia Mollanazar <sia.mollanazar@mymanatee.org>
Cc: snovacki@picernefl.com; bshallcross@picernefl.com; dianehelen.ford@akerman.com; michele.sheard@akerman.com; janet.lyon@akerman.com
Subject: RE: Oasis at University Apartments, Private Street Agreement; RLS-2018-0131

Jim:

The changes are acceptable and I have no objection from a legal standpoint to the agreement being scheduled for Board approval.

Sia / Chris:

Please have someone follow up with Jim as far as executing the agreement for the agenda item, as well as in regards to his other issues.

Bill Clague
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