

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	COLUMBUS LANDINGS PHASE II
BOOK 63	PAGE(S) 53 THRU 54
OWNER OF RECORD:	COLUMBUS LANDINGS LAND PARTNERS, LLC
DRAINAGE PLANS	
BOOK	PAGE(S)
ROADS	
BOOK:	PAGE(S):

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



BY: Alii Stern
DEPUTY CLERK

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: AStevens

Changed By: PSCOTT

Receipt#: 900128469

Payee Name: MORRIS ENGINEERING & CONSULTING LLC

Receipt Date: 05/07/2018

Instrument: 201841045921 - BK2726/PG7426 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$15.00

Instrument Total: \$45.00

Instrument: 201841045922 - BK2726/PG7427 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$17.00
199000000341150	PRMTF \$1/\$.50	\$2.50
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199000000341160	PRMTF CLERK \$1.90	\$7.60
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Instrument: 201841045924 - BK2726/PG7433 AFFIDAVIT

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199000000341150	PRMTF \$1/\$.50	\$1.00
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Instrument: 201841045925 - BK2726/PG7434 AGREEMENT

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001000000208911	PRMTF FACCC \$.10	\$1.50
199000000341160	PRMTF CLERK \$1.90	\$28.50
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Instrument: 201841045926 - BK2726/PG7449 AGREEMENT

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Instrument Total: \$35.50

Receipt Total: \$419.50

Amount Tendered: \$419.50

Overage: \$0.00

Check \$419.50 1639

Amount Paid:

NOTICE TO BUYERS FOR COLUMBUS LANDINGS PHASE II SUBDIVISION

REQUIREMENTS PER MANATEE COUNTY LAND DEVELOPMENT CODE

Per Section 701.3D. Landscaping Local Residential Streets.

Prior to Certificate of Occupancy:

One (1) canopy tree shall be planted within twenty-five (25) feet of the right-of-way of each local street within a residential development for every fifty (50) feet linear feet, or, substantial fraction thereof, of the right-of-way when proposed lots have a minimum of 100 feet of frontage or greater. When proposed lots have less than one hundred (100) feet of frontage, street trees shall be limited to one (1) canopy tree per frontage. None of these required trees shall be planted within a public or private utility easement. Palm trees may not be utilized to meet this requirement, unless they are grouped with a minimum of two (2) used for each canopy tree. A maximum of twenty-five (25) percent of all proposed residential street trees may be palm trees.

For proposed lots with less than sixty (60) of frontage, smaller maturing canopy trees or understory trees may be utilized.

The trees shall be spaced no closer together than twenty-five (25) feet, unless a decorative grouping or alternative method is chosen by the developer.

Existing native trees should be used to fulfill these requirements wherever they meet the spacing and size requirements and are adequately protected during construction.

Responsibility for installation and maintenance is the developer s until such lots are sold, when responsibility is transferred to the property owner. In the event a street tree dies or is removed the owner of the lot is responsible to replace the tree within 30 days.

<u>Minimum Size at Planting</u>	<u>Canopy</u>
<u>Height</u>	<u>10 feet</u>
<u>Caliper</u>	<u>2 ½ inches</u>
<u>Spread</u>	<u>4 feet</u>



Per Section 701.3.B.3.c. Residential Greenbelts.

All canopy trees located within the private 10' wide greenbelt /landscape buffer located around the perimeter of the project, as shown on the plat, shall be the responsibility of the homeowner.

Canopy trees within the platted greenbelt buffer are not permitted to be removed.

In the event the greenbelt trees die or is removed, the owner of the lot is responsible for replacing the tree within thirty (30) days with the minimum size stated above.

Per Section 701.4.E. Nuisance, Exotic Plant Species Management.

All exotic nuisance plant species shall be monitored and maintained by the Lot owner annually.

Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly **prohibited** within the boundaries of this Conservation Easement without the prior consent of Grantee:

- Construction or placing of buildings, roads, signs, billboards or other advertising structures on or other structures on or above the ground.
- Construction or placing of utilities on, below or above the ground without appropriate local, state, and federal permits or other authorization.
- Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly, or offensive materials.
- Removal, mowing, or trimming of trees, shrubs or other vegetation.
- Application of herbicides, pesticides, or fertilizers.
- Excavation, dredging or removal of loam, peat, gravel, soil rock or other material substances in such manner as to affect the surface.
- Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- Any activity detrimental to drainage, flood control, water conservation, Erosion control, soil conservation or fish and wildlife habitat preservation.
- Acts or uses detrimental to such retention of land or water areas.
 - The conservation signage shall not be removed from the area of the conservation easement which is required per Section 706.8.D. of the Manatee County Land Development Code.
 - Witness monuments have been installed at the intersection of the conservation easement and individual lot lines.

Any questions regarding authorized activities within the conservation easements or wetland areas shall be addressed to the Building and Development Services Department

Notice to Buyers

Per Section 802. Floodplain Management.

The project site falls in flood zone(s) X with a base flood elevation (BFE) of N/A as per FIRM panel 12081C0302E.

Per the Federal Emergency Management Agency (FEMA) 44 CFR 60.3.c.2, A1-30, AE and AH zones shall have the lowest habitable finished floor elevated to or above BFE and the revised Manatee County Floodplain Ordinance, lowest habitable finished floor must be at Base Flood Elevation plus a one (1) foot freeboard (Flood Protection Elevation). Simply put, the finished floor of the homes within the A1-30, AE and AH zones must be one (1) foot higher than the BFE.

If it is determined that the structure will lie within the flood zone that starts with A or Y, a Floodplain Management Permit will be needed for submittal along with the building permit application.

A sealed survey showing the FIRM panel number, flood zones, base flood elevation, all Flood zone lines delineated, with existing and proposed grades of the lot must be submitted at the time of building permit application.

THE BUYER IS HEREBY NOTIFIED THAT THEIR MORTGAGE LENDER'S FLOOD DETERMINATION MAY DIFFER FROM THE DETERMINATION MADE BY THE MANATEE COUNTY BUILDING DEPARTMENT S FLOODPLAIN MANAGEMENT SECTION.

Per Section 1002. Visibility Triangles of the Land Development Code.

1002.1 Applicability. In order to provide a clear view of intersecting streets and travel lanes to the motorist, there shall be a triangular area of clear visibility. On every corner lot, at every driveway intersection with streets, and in parking areas, there shall be a visibility triangle clear of any structure, fence, and obstruction planting, or parking, unless exempted by Section 1002.2. The Manatee County Public Works Standards Manual (Part 3- Highway and Traffic Standards) contains the detailed specifications for the provision of visibility triangles.

1002.3 Responsibility. It shall be the responsibility of the property owner to maintain the visibility triangle horizontal and vertical clearances at all times.

1002.4 Safety Hazards within the Visibility Triangle. Any safety hazard violation of the Visibility Triangle shall be subject to immediate removal, without prior notification to violator, by the Department Director, at the expense of the property owner.

Drainage Maintenance Access Easement.

The access point to the 20' Drainage Maintenance Access Easement for Stormwater Tract will encumber the front portion of the driveway for the proposed Lot 7. The intent is to allow maintenance vehicles to utilize the driveway for the proposed Lot 7 to access the lake.

Notice to Buyers

SIGNED AND SEALED this 7 day of June, 2017

[Signature]
(Developer's Signature)

(Developer's Signature)

D. Joel Adams
(Print Developer's Name)

(Print Developer's Name)

WITNESSES:

[Signature]
(Signature of Witness)

Milton Andrade
(Print Name of Witness)

[Signature]
(Signature of Witness)

Brittany Patrick
(Print Name of Witness)

NOTARY ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 7 day of
June, 2017 by D. Joel Adams

(Name(s) of Person (s) Acknowledged), who is personally known to me or who has produced

(Type of Identification) as identification.

NOTARY STAMP:

[Signature]
(Name of Notary Public) Guinevere Tuttle
Commission No. GG 058811
Commission Expires: 12-29-20



Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

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Overage: \$0.00

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Amount Paid:

RIGHT OF ENTRY
For
COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 15-17, adopted on June 4, 2015 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Three of the Land Development Code, Section 336.4 (f.k.a. Ordinance 90-01, Chapter Nine, Section 909.5), and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for Columbus Landings, Ph.. II.

SUBDIVISION

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Community Common Areas or Easements as may be necessary to perform those duties.
 - II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Community Association shall not dispose of any Common Area or Easement, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
 - III. **Disturbance of Common Areas.** No lands in the Common Open Space shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
 - IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area or Easement in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area or Easement for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.
 - V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
 - VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article be amended without the written consent of Manatee County.
- *The EXHIBIT label is used when this notice is referred to in the Covenants, Conditions, and Restrictions and attached to that document. If that's not the case, this notice must be separately notarized and recorded.*

Updated 9/30/15

Right of Entry

SIGNED AND SEALED this 15 day of May, 2017

(Developer's Signature)

(Developer's Signature)

J. Adams, Manager, Columbus Landings Land Partners, LLC
(Print Developer's Name)

J.
(Print Developer's Name)

[Signature]
(Signature of Witness)

Guinevere Tuttle
(Print Name of Witness)

WITNESSES:

[Signature]
(Signature of Witness)

Wayne Frackin
(Print Name of Witness)

NOTARY ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15 day of May, 2017 by J. Adams

(Name(s) of Person (s) Acknowledged), who is personally known to me or who has produced personally known (Type of Identification) as identification.

NOTARY STAMP:

[Signature]
(Name of Notary Public) Guinevere Tuttle
Commission No. _____
Commission Expires: 12-29-20



Angelina "Angel" Colonnese

Clerk of the Circuit Court

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Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

**AGREEMENT FOR PUBLIC SUBDIVISION
WITH PUBLIC IMPROVEMENTS
COLUMBUS LANDINGS, PHASE II**

This Agreement is entered into as of May 3, 2018, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County“), and COLUMBUS LANDINGS LAND PARTNERS, LLC, a 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 PUBLIC 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 COLUMBUS LANDINGS, PHASE II (17-S-24(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

Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

one or more performance securities, more specifically described in Exhibit “C” attached hereto and 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 17-S-24 (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

Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

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 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.

Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

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 (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

Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

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.

1.13 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

Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

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.

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

Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

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):

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: Columbus Landings Land Partners, LLC
3020 S. Florida Avenue, Suite 101
Lakeland, FL 33803
Attention: Joel Adams
Facsimile: (863) 619-7995

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]

Columbus Landings, Phase II -Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

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: [Signature]
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 3rd day of May,
20 18, 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.



[Signature]
NOTARY PUBLIC Signature
KATHLEEN C. ELLIS
Printed Name

Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

Christina L. Sellers
Print name: Christina L. Sellers
Lauren Benning
Print name: Lauren Benning

Columbus Landings Land Partners, LLC
a Limited Liability Company

By: [Signature]
Print Name: D. Joel Adams
as its: Manager

3020 S. Florida Avenue, Suite 101
Postal Address
Lakeland FL 33803
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Dick

The foregoing instrument was acknowledged before me this 6th day of March,
2018, by D. Joel Adams as Manager [name and title of signatory] of
_____ [name of company signing], a _____ [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.



[Signature]
NOTARY PUBLIC Signature
Guinevere Tuttle
Printed Name

Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Exhibit "A"
Legal Description

COLUMBUS LANDINGS, PH II: BEG AT THE SW COR OF THE NE 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SEC 3, TWN 35S, RNG 17E, BEING THE POB; TH N 00 DEG 10 MIN 16 SEC E, ALG THE ELY LN OF TWENTY-SIXTH ST ADDITION, AS REC IN PLAT BK 8 P 2 OF THE PRMCF, A DIST OF 498.78 FT; TH S 89 DEG 03 MIN 05 SEC E, A DIST OF 150.00 FT; TH S 00 DEG 10 MIN 16 SEC W, A DIST OF 498.60 FT TO THE S LN OF THE SD NE 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SEC 3; TH N 89 DEG 07 MIN 18 SEC W, ALG SD S LN A DIST OF 150.00 FT TO THE POB. CONTAINING 74,797 SQ FT OF 1.717 AC M/L. (2070/4089)
PI#49625.0020/9

Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

**EXHIBIT “B-1”
IMPROVEMENTS**

	Improvement	Estimated Cost
1	<u>DEFECT</u> Roadway, Drainage, Potable Water System, Sewer System-Gravity Main, Miscellaneous	<u>\$5,646.70</u>
2		\$
3		\$
4		\$
5		\$

Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

EXHIBIT “B-2”
IMPROVEMENTS

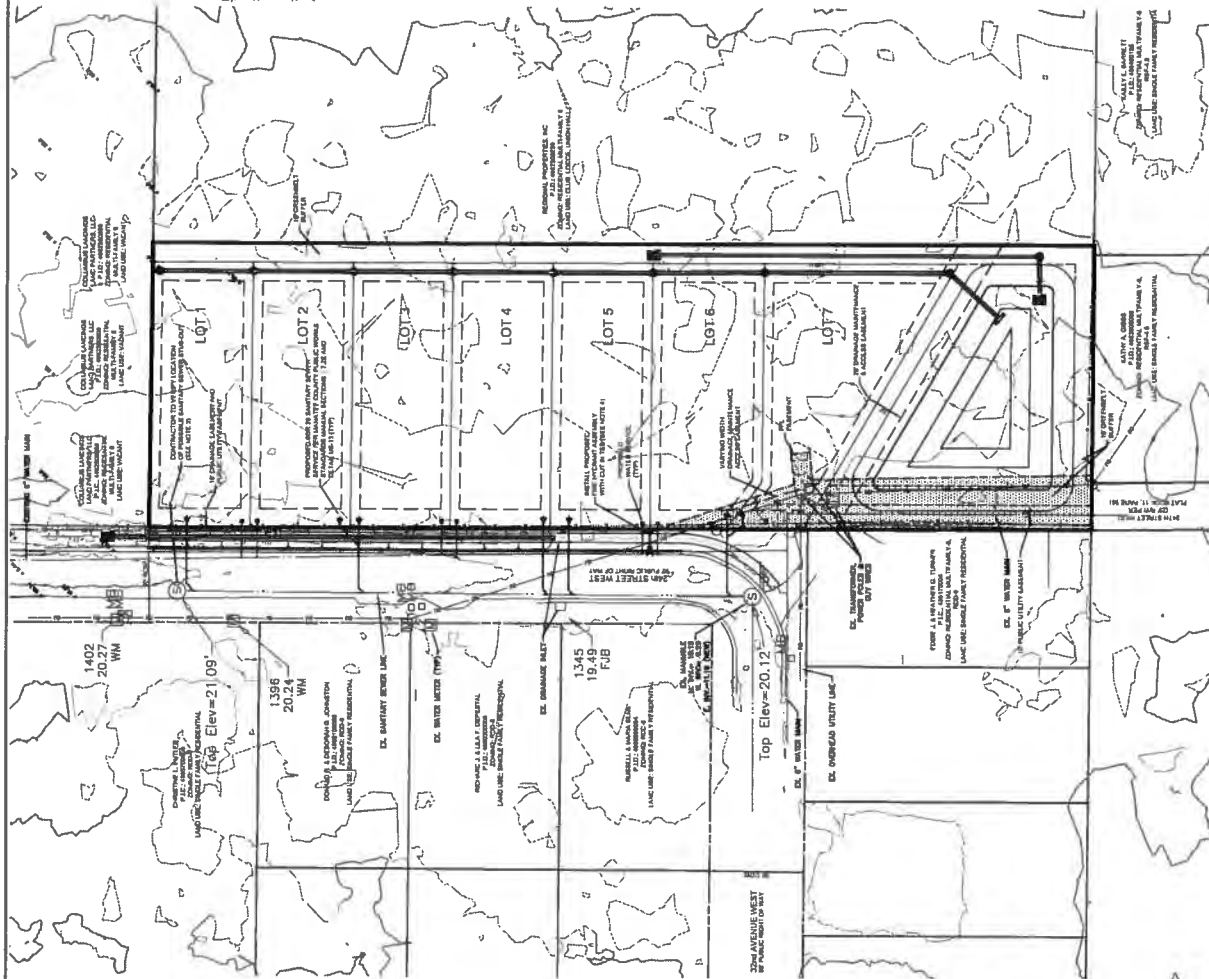
PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES FOR THE ENTIRE
DEVELOPMENT

REQUIRED AT TIME OF DEFECT



NOTE:

1. SEE ALL SEWER LATERAL CONNECTIONS TO THE UNPERFORATED CLAY PIPE SEWER MAIN.
2. CITY INSPECTION TO BE PERFORMED TO DETERMINE CONDITION OF EXISTING VCP SEWER MAIN.
3. THE LOCATION OF EXISTING VCP SEWER MAINS TO BE DETERMINED BY THE CONTRACTOR TO REPLACE VCP IN THE AREA OF CONFORMANCE WITH THE CITY OF MANATEE STANDARD SPECIFICATIONS FOR SEWER MAINS.
4. STANDARD MANHOLE SECTIONS 17.2 AND 17.2C THRU 17.2D.
5. THE LOCATION OF EXISTING SEWER MAINS TO BE DETERMINED BY THE CONTRACTOR TO REPLACE VCP IN THE AREA OF CONFORMANCE WITH THE CITY OF MANATEE STANDARD SPECIFICATIONS FOR SEWER MAINS.
6. DETERMINE IF AN EXISTING SEWER MAIN HAS BEEN ABANDONED IN PLACE OR REMOVED.
7. PROPOSED FIRE HYDRANT ASSEMBLY TO BE CONSTRUCTED UNDER SEPARATE SUBMITTAL.



DATE	7	BY	11
REV.			

**UTILITY PLAN
COLUMBUS LANDINGS - PHASE II
MANATEE COUNTY, FLORIDA**

PROJECT	COLUMBUS LANDINGS
DATE	8/1/20
SCALE	AS SHOWN
DESIGNED BY	AS SHOWN
CHECKED BY	AS SHOWN

NO.	DATE	DESCRIPTION
1	8/1/20	ISSUED FOR PERMITS
2	8/1/20	ISSUED FOR PERMITS
3	8/1/20	ISSUED FOR PERMITS
4	8/1/20	ISSUED FOR PERMITS
5	8/1/20	ISSUED FOR PERMITS
6	8/1/20	ISSUED FOR PERMITS
7	8/1/20	ISSUED FOR PERMITS
8	8/1/20	ISSUED FOR PERMITS
9	8/1/20	ISSUED FOR PERMITS
10	8/1/20	ISSUED FOR PERMITS
11	8/1/20	ISSUED FOR PERMITS

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
1000 Professional Parkway, Suite 100, Lakeland, FL 34601 | Phone: 888-222-2222 | Fax: 888-222-2222



PREPARED FOR:
COLUMBUS LANDINGS PARTNERS, LLC
2800 BENTLEY CORNER AVENUE, SUITE 100
LAKELAND, FLORIDA 33802

Columbus Landings, Phase II –Public Subdivision
DEFECT - Roadway, Drainage, Potable Water System,
Sewer System-Gravity Main, Misc.

EXHIBIT “C”
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	DEFECT Cashier’s Check No. 362987 Issued through CenterState	<u>\$5,646.70</u>
2		\$

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: AStevens

Changed By: PSCOTT

Receipt#: 900128469

Payee Name: MORRIS ENGINEERING & CONSULTING LLC

Receipt Date: 05/07/2018

Instrument: 201841045921 - BK2726/PG7426 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$15.00

Instrument Total: \$45.00

Instrument: 201841045922 - BK2726/PG7427 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$17.00
199000000341150	PRMTF \$1/\$.50	\$2.50
001000000208911	PRMTF FACC \$.10	\$0.40
199000000341160	PRMTF CLERK \$1.90	\$7.60
001000000208912	PRMTF BCC \$2	\$8.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$35.50

Instrument: 201841045923 - BK2726/PG7431 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$9.00
199000000341150	PRMTF \$1/\$.50	\$1.50
001000000208911	PRMTF FACC \$.10	\$0.20
199000000341160	PRMTF CLERK \$1.90	\$3.80
001000000208912	PRMTF BCC \$2	\$4.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$18.50

Instrument: 201841045924 - BK2726/PG7433 AFFIDAVIT

001000000341100	RECORDING FEE \$5/\$4	\$5.00
199000000341150	PRMTF \$1/\$.50	\$1.00
001000000208911	PRMTF FACC \$.10	\$0.10
199000000341160	PRMTF CLERK \$1.90	\$1.90
001000000208912	PRMTF BCC \$2	\$2.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$10.00

Instrument: 201841045925 - BK2726/PG7434 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$61.00
199000000341150	PRMTF \$1/\$.50	\$8.00
001000000208911	PRMTF FACC \$.10	\$1.50
199000000341160	PRMTF CLERK \$1.90	\$28.50
001000000208912	PRMTF BCC \$2	\$30.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$129.00

Instrument: 201841045926 - BK2726/PG7449 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$69.00
199000000341150	PRMTF \$1/\$.50	\$9.00
001000000208911	PRMTF FACC \$.10	\$1.70
199000000341160	PRMTF CLERK \$1.90	\$32.30
001000000208912	PRMTF BCC \$2	\$34.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$146.00

Instrument: 201841045927 - BK2726/PG7466 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$17.00
199000000341150	PRMTF \$1/\$.50	\$2.50
001000000208911	PRMTF FACC \$.10	\$0.40
199000000341160	PRMTF CLERK \$1.90	\$7.60
001000000208912	PRMTF BCC \$2	\$8.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$35.50

Receipt Total: \$419.50

Amount Tendered: \$419.50

Overage: \$0.00

Check \$419.50 1639

Amount Paid:

for Defect



1101 First Street South
Winter Haven, FL 33880

CASHIER'S CHECK

362987

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE
REPLACED OR REFUNDED IN THE EVENT IT IS LOST,
MISPLACED OR STOLEN.

83-1403
631

DATE January 26, 2018

REMITTER COLUMBUS LANDINGS LAND PARTNERS LLC

*******5,646.70**

PAY FIVE THOUSAND SIX HUNDRED FORTY-SIX AND 70/100

TO THE ORDER OF MANATEE COUNTY

NON NEGOTIABLE

CUSTOMER COPY

PURPOSE

Branch: 17

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.



1101 First Street South
Winter Haven, FL 33880

CASHIER'S CHECK

362987

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE
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83-1403
631

DATE January 26, 2018

REMITTER COLUMBUS LANDINGS LAND PARTNERS LLC

*******5,646.70**

PAY FIVE THOUSAND SIX HUNDRED FORTY-SIX AND 70/100

TO THE ORDER OF MANATEE COUNTY

AUTHORIZED SIGNATURE

PURPOSE

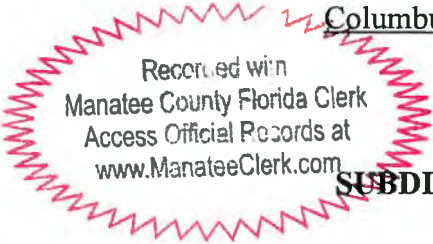
Branch: 17

⑈00362987⑈⑈063114030⑈ ⑈020153664⑈

MAY 03 2018

ACCEPTED IN OPEN SESSION
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
Greenbelt Buffer, Common Area Landscaping



**AGREEMENT FOR PUBLIC
SUBDIVISION WITH PRIVATE IMPROVEMENTS
COLUMBUS LANDINGS, PHASE II**

This Agreement is entered into as of May 3, 2018, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and COLUMBUS LANDINGS LAND PARTNERS, LLC a 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 PUBLIC subdivision with 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 COLUMBUS LANDINGS, PHASE II (17-S-24 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

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
Greenbelt Buffer, Common Area Landscaping

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 17-S-24 (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

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
Greenbelt Buffer, Common Area Landscaping

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

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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

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
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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

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
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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

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
Greenbelt Buffer, Common Area Landscaping

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.

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
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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):

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
Greenbelt Buffer, Common Area Landscaping

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: Columbus Landings Land Partners, LLC
3020 S. Florida Avenue, Suite 101
Lakeland, FL 33803
Attention: Joel Adams
Facsimile: (863) 619-7995

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]

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
Greenbelt Buffer, Common Area Landscaping

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

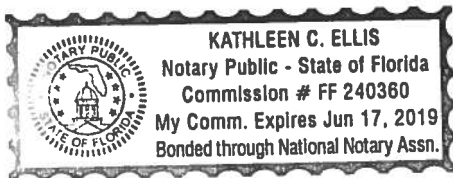
**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

By: [Signature]
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 3rd day of May, 2018, by Ed Hanzeker (County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC Signature
KATHLEEN C. ELLIS
Printed Name

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
Greenbelt Buffer, Common Area Landscaping

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

Christina L. Sellers
Print name: Christina L. Sellers
Lauren Benning
Print name: Lauren Benning

Columbus Landings Land Partners, LLC
a Limited Liability Company

By: [Signature]
Print Name: D. Joel Adams
as its: Manager

3020 S. Florida Avenue, Suite 101
Postal Address
Lakeland FL 33803
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 6th day of March,
20 18, by D. Joel Adams as Manager [name and title of signatory] of
_____ [name of company signing], a _____ [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.



[Signature]
NOTARY PUBLIC Signature
Guinevere Tuttle

Printed Name

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
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EXHIBIT “A”
DESCRIPTION OF PROPERTY

Exhibit "A"
Legal Description

COLUMBUS LANDINGS, PH II: BEG AT THE SW COR OF THE NE 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SEC 3, TWN 35S, RNG 17E, BEING THE POB; TH N 00 DEG 10 MIN 16 SEC E, ALG THE ELY LN OF TWENTY-SIXTH ST ADDITION, AS REC IN PLAT BK 8 P 2 OF THE PRMCF, A DIST OF 498.78 FT; TH S 89 DEG 03 MIN 05 SEC E, A DIST OF 150.00 FT; TH S 00 DEG 10 MIN 16 SEC W, A DIST OF 498.60 FT TO THE S LN OF THE SD NE 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SEC 3; TH N 89 DEG 07 MIN 18 SEC W, ALG SD S LN A DIST OF 150.00 FT TO THE POB. CONTAINING 74,797 SQ FT OF 1.717 AC M/L. (2070/4089)
PI#49625.0020/9

Columbus Landings, Ph II – Public Residential Project w/Private Improvement
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EXHIBIT “B-1”
PRIVATE IMPROVEMENTS

	Improvement	Estimated Cost
1	Greenbelt Buffer, Common Area Landscaping	<u>\$48,139.00</u>
2		\$
3		\$
4		\$
5		\$

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EXHIBIT “B-2”
UTILITY IMPROVEMENTS

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

N/A

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**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

N/A

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**EXHIBIT “C”
PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	Surety Bond No. K09558810 and Rider dated November 30, 2017 issued through Westchester Fire Insurance Co.	<u>\$48,139.00</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: AStevens

Changed By: PSCOTT

Receipt#: 900128469 Payee Name: MORRIS ENGINEERING & CONSULTING LLC
Receipt Date: 05/07/2018

Instrument: 201841045921 - BK2726/PG7426 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$15.00

Instrument Total: \$45.00

Instrument: 201841045922 - BK2726/PG7427 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$17.00
199000000341150	PRMTF \$1/\$.50	\$2.50
001000000208911	PRMTF FACC \$.10	\$0.40
199000000341160	PRMTF CLERK \$1.90	\$7.60
001000000208912	PRMTF BCC \$2	\$8.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$35.50

Instrument: 201841045923 - BK2726/PG7431 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$9.00
199000000341150	PRMTF \$1/\$.50	\$1.50
001000000208911	PRMTF FACC \$.10	\$0.20
199000000341160	PRMTF CLERK \$1.90	\$3.80
001000000208912	PRMTF BCC \$2	\$4.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$18.50

Instrument: 201841045924 - BK2726/PG7433 AFFIDAVIT

001000000341100	RECORDING FEE \$5/\$4	\$5.00
199000000341150	PRMTF \$1/\$.50	\$1.00
001000000208911	PRMTF FACC \$.10	\$0.10
199000000341160	PRMTF CLERK \$1.90	\$1.90
001000000208912	PRMTF BCC \$2	\$2.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$10.00

Instrument: 201841045925 - BK2726/PG7434 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$61.00
199000000341150	PRMTF \$1/\$.50	\$8.00
001000000208911	PRMTF FACCC \$.10	\$1.50
199000000341160	PRMTF CLERK \$1.90	\$28.50
001000000208912	PRMTF BCC \$2	\$30.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$129.00

Instrument: 201841045926 - BK2726/PG7449 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$69.00
199000000341150	PRMTF \$1/\$.50	\$9.00
001000000208911	PRMTF FACCC \$.10	\$1.70
199000000341160	PRMTF CLERK \$1.90	\$32.30
001000000208912	PRMTF BCC \$2	\$34.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$146.00

Instrument: 201841045927 - BK2726/PG7466 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$17.00
199000000341150	PRMTF \$1/\$.50	\$2.50
001000000208911	PRMTF FACCC \$.10	\$0.40
199000000341160	PRMTF CLERK \$1.90	\$7.60
001000000208912	PRMTF BCC \$2	\$8.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$35.50

Receipt Total: \$419.50

Amount Tendered: \$419.50

Overage: \$0.00

Check \$419.50 1639

Amount Paid:

SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. K09558810**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Columbus Landings Land Partners LLC as Principal, and Westchester Fire 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 \$ 41,275.00 (Numbers) -Forty One Thousand Two Hundred Seventy Five 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 5/3/18 (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Columbus Landings – Phase II (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.

INSURANCE COMPANY SIGNATURE FORM

FOR: Columbus Landings - Phase II

(Name of Project)

BOND NO. K09558810

SIGNED AND SEALED this 6th day of October, 2017

Westchester Fire Insurance Company

Surety Company Name

By: [Signature]

Signature - As its Agent

Laura D. Mosholder, Attorney-In-Fact & FL Resident Agent

Print Name & Title

436 Walnut Street, P.O.Box 1000

Address

Philadelphia,

PA

19106

City

State

Zip

WITNESSES OR CORPORATE SEAL

[Signature]

Signature

Stephanie McCarthy

Print Name

[Signature]

Signature

Brian Turner

Print Name

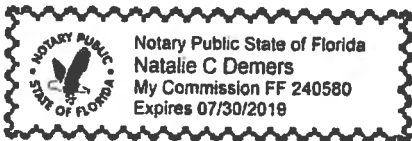
NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 6th day of October, 2017, by Laura D. Mosholder as Attorney-In-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced n/a (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public

Natalie C. Demers

Print Name of Notary

Commission No. FF 240580 My Commission Expires: July 30, 2019

DEVELOPER SIGNATURE FORM

FOR: Columbus Landings Phase II
BOND NO. K09550810

SIGNED AND SEALED this 19 day of December, 2017

WITNESSES OR CORPORATE SEAL:

Witness
Jeffrey T Shenefield
Type or Print Name

Witness
Milton Andrade
Type or Print Name

Columbus Landings Land Partners, LLC
Developer

BY: [Signature]
Signature
David J. Adams
Type or Print Name

As Manager of Columbus Landings Land Partners, LLC
Title (If attorney-in-fact Attach Power of Attorney)
3020 S. Florida Ave, Suite 101
Postal Address
Lakeland FL 33803
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FL
COUNTY OF: Polk

The foregoing instrument was acknowledged before me this 19 day of Dec, 2017,
by David J Adams, as Manager, (Title), on behalf of the corporation identified
herein as Developer and who is personally known to me or who has produced
[Signature] (Type of Identification) as identification.



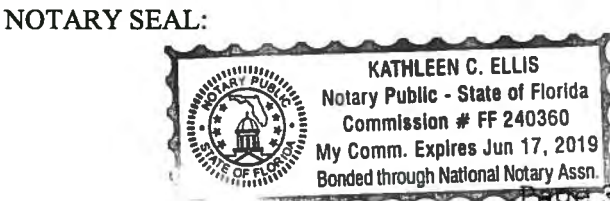
[Signature]
Notary Public
Jinevere Tuttle
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 3rd day of
May, 2018.

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

STATE OF: Florida
COUNTY OF: Manatee County

The foregoing instrument was acknowledged before me this 3rd day of May, 2018,
by Ed Hunzeker, as County Administrator, (Title), for and on behalf of Manatee County Board of
County Commissioners, who is personally known to me or who has produced
[Signature] (Type of Identification) as identification.



[Signature]
Notary Public
KATHLEEN C. ELLIS
Print Name of Notary

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Brett Rosenhaus, Charles D Nielson, Charles J Nielson, David R Hoover, Edward M Clark, Ian A Nipper, Joseph P Nielson, Katherine S Grimsley, Kevin R Wojtowicz, Laura D Mosholder, all of the City of MIAMI LAKES, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 18 day of March 2016.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 18 day of March, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E Brandt
Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 6th day of *October, 2017*.



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 18, 2018.

SURETY RIDER

To be attached to and form part of Bond Number K09558810, in favor of County of Manatee, State of Florida on behalf of Columbus Landings Land Partners LLC, effective October 19, 2017.

It is agreed that, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider, the Surety hereby gives its consent to increase the bond amount from:

\$41,275.00

TO

\$48,139.00

Provide, however, that this rider shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the rider and under the bond as changed by this rider shall not be cumulative.

Signed and sealed on November 30, 2017.

Westchester Fire Insurance Company
(Surety)

By: _____

Laura D. Mosholder, Attorney-In-Fact

Inquiries: (407) 330-3990
4380 St. Johns Pkwy., Ste. 110
Sanford, Florida 32771



ACCEPTED IN OPEN SESSION MAY 03 2018
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Brett Rosenhaus, Charles D Nielson, Charles J Nielson, David R Hoover, Don Bramlage, Edward M Clark, Ian A Nipper, Joseph P Nielson, Katherine S Grimsley, Kevin R Wojtowicz, Laura D Mosholder all of the City of MIAMI LAKES, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TEN MILLION DOLLARS & ZERO CENTS (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 12 day of October 2017



WESTCHESTER FIRE INSURANCE COMPANY

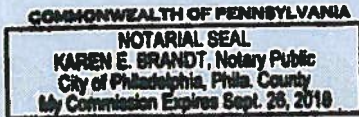
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss

On this 12 day of October, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 30th day of November 2017



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that COLUMBUS LANDINGS LAND PARTNERS, LLC a FLORIDA LIMITED LIABILITY COMPANY whose address is 3020 S. FLORIDA AVE, SUITE 101, LAKE LAND, FL 33803 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from Manatee County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

All on the property described in the recorded plat of COLUMBUS LANDINGS PHASE II (Exhibit "A"), attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

1. All drainage pipes and appurtenances thereto, including but not limited to: (1) COUNTY MATERIALS CORPORATION MITERED END SECTION, (1) COUNTY MATERIALS CORPORATION 236LF 12"X18" REINFORCED CONCRETE PIPE, located entirely within the existing 24th Street West right-of-way.

2. All wastewater lines, pipes, laterals, bends, joints, and appurtenances thereto, including but not limited to: (8) INDIANA SEAL SHEAR RINGS located entirely within the existing 24th Street West right-of-way; (7) HEAVY WALL SDR-26 6" PVC GRAVITY SEWER SERVICES, (7) TRENCH TOUGH SDR-26 HEAVY WALL 6" SEWER FITTINGS, located within the existing 24th Street West right-of-way and located within or upon that certain real property owned by the SELLER and described below; (7) GPK PRODUCTS 6" SEWER CLEANOUTS.

3. All water lines, pipes, valves, laterals, tees, bends, joints, and appurtenances thereto, including but not limited to: (1) TYLER UNION 6" TEE, (1) MUELLER FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE, (7) 6"X1" TAPPING SADDLES, located entirely within the existing 24th Street West right-of-way; (7) ENDOT INDUSTRIES 1" SODR-9 POTABLE WATER SERVICES, located within the existing 24th Street West right-of-way and located within or upon that certain real property owned by the SELLER and described below; (7) FORD METER CO. POTABLE WATER METERS.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 11th day of April, 2018.

WITNESSES:

COLUMBUS LANDINGS LAND PARTNERS, LLC, a FLORIDA LIMITED LIABILITY COMPANY

Signature: [Signature]
Print Name: Milton Andrade

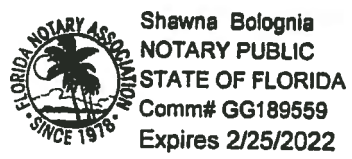
By: [Signature]
Print Name: DAVID J. ADAMS
Title: MANAGER

Signature: [Signature]
Print Name: Lauren Betting

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11th day of April, 2018, by DAVID J. ADAMS as MANAGER of COLUMBUS LANDINGS LAND PARTNERS, LLC a FLORIDA LIMITED LIABILITY COMPANY, on behalf of the company. He is personally known to me or has produced _____ as identification.



[Signature]
Signature of Notary Public
Shawna Bologna
Name Typed, Printed or Stamped
Commission No.: GG 189559
My Commission Expires: 2/25/2022

WHEREFORE, the County and Developer and/or CDD have executed this Bill of Sale as of this 3rd day of May, 2018.

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

By: Board of County Commissioners

By: [Signature]
County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 3rd day of May, 2018, by ED HUNZEKER (County Administrator) for and on behalf of the Manatee County Board of County Commissioners **who is personally known to me** or has produced N/A as identification



[Signature]

NOTARY PUBLIC Signature

KATHLEEN C. ELLIS

Printed Name

Exhibit "A"

Legal Description

COLUMBUS LANDINGS, PHASE II

BEGINNING at the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 35 South, Range 17 East, Manatee County, Florida, BEING THE POINT OF BEGINNING; Thence North 00 degrees 07 minutes 29 seconds West, along the Easterly line of Twenty-Sixth Street Addition, as recorded in Plat Book 8, Page 2 of the public records of Manatee County, Florida, a distance of 498.78 feet; thence South 89 degrees 20 minutes 04 seconds East, a distance of 150.00 feet; Thence South 00 degrees 07 minutes 29 seconds East, a distance of 498.43 feet to the South line of the said Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 3; Thence North 89 degrees 27 minutes 52 seconds West, along said South line a distance of 150.00 feet to the POINT OF BEGINNING.

Containing 74,790 square feet of 1.717 acres more or less.

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: AStevens

Changed By: PSCOTT

Receipt#: 900128469 Payee Name: MORRIS ENGINEERING & CONSULTING LLC
Receipt Date: 05/07/2018

Instrument: 201841045921 - BK2726/PG7426 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$15.00

Instrument Total: \$45.00

Instrument: 201841045922 - BK2726/PG7427 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$17.00
199000000341150	PRMTF \$1/\$.50	\$2.50
001000000208911	PRMTF FACC \$.10	\$0.40
199000000341160	PRMTF CLERK \$1.90	\$7.60
001000000208912	PRMTF BCC \$2	\$8.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$35.50

Instrument: 201841045923 - BK2726/PG7431 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$9.00
199000000341150	PRMTF \$1/\$.50	\$1.50
001000000208911	PRMTF FACC \$.10	\$0.20
199000000341160	PRMTF CLERK \$1.90	\$3.80
001000000208912	PRMTF BCC \$2	\$4.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$18.50

Instrument: 201841045924 - BK2726/PG7433 AFFIDAVIT

001000000341100	RECORDING FEE \$5/\$4	\$5.00
199000000341150	PRMTF \$1/\$.50	\$1.00
001000000208911	PRMTF FACC \$.10	\$0.10
199000000341160	PRMTF CLERK \$1.90	\$1.90
001000000208912	PRMTF BCC \$2	\$2.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$10.00

Instrument: 201841045925 - BK2726/PG7434 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$61.00
199000000341150	PRMTF \$1/\$.50	\$8.00
001000000208911	PRMTF FACCC \$.10	\$1.50
199000000341160	PRMTF CLERK \$1.90	\$28.50
001000000208912	PRMTF BCC \$2	\$30.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$129.00

Instrument: 201841045926 - BK2726/PG7449 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$69.00
199000000341150	PRMTF \$1/\$.50	\$9.00
001000000208911	PRMTF FACCC \$.10	\$1.70
199000000341160	PRMTF CLERK \$1.90	\$32.30
001000000208912	PRMTF BCC \$2	\$34.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$146.00

Instrument: 201841045927 - BK2726/PG7466 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$17.00
199000000341150	PRMTF \$1/\$.50	\$2.50
001000000208911	PRMTF FACCC \$.10	\$0.40
199000000341160	PRMTF CLERK \$1.90	\$7.60
001000000208912	PRMTF BCC \$2	\$8.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$35.50

Receipt Total: \$419.50

Amount Tendered: \$419.50

Overage: \$0.00

Check \$419.50 1639

Amount Paid:

REVISED May 3, 2018 Land Use Meeting
Agenda Item #4

Subject

Final Plat - Columbus Landings, Phase II

Briefings

None

Contact and/or Presenter Information

Diana Lonergan, Planner, Ext 3841

Action Requested

1. Execute and record Final Subdivision Plat;
2. Record Notice to Buyers for Columbus Landings Phase II;
3. Record Right of Entry documentation for Compliance with Manatee County Land Development Code;
4. Record Affidavit by David J. Adams, Developer;
5. Authorize the County Administrator to accept, execute, and record Agreement For Public Subdivision With Public Improvements from Columbus Landings Land Partners, LLC, and to accept Cashier's Check No. 362987 from Center State for Defect in the amount of \$5,646.70;
6. Authorize the County Administrator to accept and execute ~~Surety Bond for Performance of Required~~ Agreement for Public Subdivision with Private Improvements, Surety Bond No. K09558810 and Rider dated November 30, 2017 from Westchester Fire Insurance Company for \$48,139.00;
7. Authorize the County Administrator to accept, execute, and record Bill of Sale from Columbus Landings Land Partners, LLC.

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 2.4.1, Concurrency, CLOS-16-036.

Background Discussion

- This final plat is for 7 single-family lots in Phase II of Columbus Landings.

County Attorney Review

Not Reviewed (No apparent legal issues)

APPROVED in Open Session
May 3, 2018
Manatee County Board of County
Commissioners

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

1. Please send the Plat Book and Page numbers to: Diana.lonergan@mymanatee.org and Todd.boyle@mymanatee.org.
2. Record all financial agreements associated with this plat per Ordinance 14-02.
3. Please include recording receipt for each separate agreement.
4. Please notify Jane Oliver, jane.oliver@mymanatee.org, Bond Coordinator at Fiscal Management Division, Public Works Department, when original agreements and securities are ready for pick-up.

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Columbus Landings, PH II - Application.pdf](#)

Attachment: [Columbus Landings, PH II - Legal Documents .pdf](#)

Attachment: [Columbus Landings, PH II - Agreements and Bonds.pdf](#)

May 3, 2018 Land Use Meeting
Agenda Item #4

Subject

Final Plat - Columbus Landings, Phase II

Briefings

None

Contact and/or Presenter Information

Diana Lonergan, Planner, Ext 3841

Action Requested

1. Execute and record Final Subdivision Plat;
2. Record Notice to Buyers for Columbus Landings Phase II;
3. Record Right of Entry documentation for Compliance with Manatee County Land Development Code;
4. Record Affidavit by David J. Adams, Developer;
5. Authorize the County Administrator to accept, execute, and record Agreement For Public Subdivision With Public Improvements from Columbus Landings Land Partners, LLC, and to accept Cashier's Check No. 362987 from Center State for Defect in the amount of \$5,646.70;
6. Authorize the County Administrator to accept and execute Surety Bond for Performance of Required Private Improvements, Surety Bond No. K09558810 and Rider dated November 30,2017 from Westchester Fire Insurance Company for \$48,139.00;
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Enabling/Regulating Authority

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Background Discussion

- This final plat is for 7 single-family lots in Phase II of Columbus Landings.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

1. Please send the Plat Book and Page numbers to: Diana.lonergan@mymanatee.org and Todd.boyle@mymanatee.org.
2. Record all financial agreements associated with this plat per Ordinance 14-02.
3. Please include recording receipt for each separate agreement.
4. Please notify Jane Oliver, jane.oliver@mymanatee.org, Bond Coordinator at Fiscal Management Division, Public Works Department, when original agreements and securities are ready for pick-up.

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Columbus Landings, PH II - Application.pdf](#)

Attachment: [Columbus Landings, PH II - Legal Documents .pdf](#)

Attachment: [Columbus Landings, PH II - Agreements and Bonds.pdf](#)

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

17-S-24(F)
20170250(1)
May 31, 2017
Columbus Landing, Ph. II

FOR STAFF USE ONLY

Date: _____ File Number: _____

File Name: _____ 20170250

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: Columbus Landings, Ph. II

TYPE OF APPROVAL DESIRED: Final Subdivision Plat

LIST CASE NUMBERS OF PREVIOUS APPROVALS: 16-S-20(P)

A. Property Information

1. Legal Description: Refer to attached Exhibit A

2. D. P. Number(s): 4962500209

3. Section: 03 Township: 35S Range: 17E

4. Subdivision Name (if Platted): N/A

5. Lot: N/A Block: N/A

7. Address or Location of Property (See Address Coordinator, if physical address is needed):
24th Street West (between 30th and 32nd Ave. W.)

8. Present Zoning Classification: RMF-6

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: RES-9

12. Flood Zone Category: X & X5 Map/Panel Numbers: 12081C0302E

13. Property Size (to the nearest tenth of acre or sq. ft.): _____

14. Existing Use(s) of Subject Property (i.e.: vacant, residence, commercial, etc.): Vacant

15. Surrounding Land Use(s) (i.e.: vacant, residence, commercial, etc.):
a. North: Residential c. East: Commercial
b. South: Residential d. West: Residential

16. Description of Proposed Activity or Use (Attach separate Sheet if Necessary):
Construction of a 7 lot single-family residential minor subdivision with related infrastructure.

*Pre Lim Plat/
20160211
16-S-20(P)*

B. Names/Addresses

List all person(s) having ownership in subject property

1. Name of Property Owner: Columbus Landings Land Partners, LLC
Address: 3020 S. Florida Ave., Suite 101, Lakeland, FL
Zip: 33803 Telephone: (963) 660-8818 Fax: _____
Email Address: j.adams@highlandhomes.org

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

3. Name of Agent: Matthew J. Morris, P.E., Morris Engineering & Consulting, LLC
Address: 6997 Professional Parkway East, Sarasota, FL
Zip: 34240 Telephone: (941) 444-6644 Fax: _____
Email Address: mmorris@morrisengineering.net

4. Name of Engineer: Matthew J. Morris, P.E., Morris Engineering & Consulting, LLC
Address: 6997 Professional Parkway East, Sarasota, FL
Zip: 34240 Telephone: (941) 444-6644 Fax: _____
Email Address: mmorris@morrisengineering.net

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

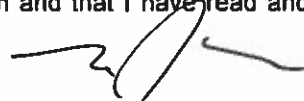
6. Name of Landscape Architect: _____
Address: _____
Zip: _____ Telephone: _____ Fax: _____
Email Address: _____

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 of 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"
Legal Description

COLUMBUS LANDINGS, PHASE II

BEGINNING at the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 35 South, Range 17 East, Manatee County, Florida, **BEING THE POINT OF BEGINNING**; Thence North 00 degrees 07 minutes 29 seconds West, along the Easterly line of Twenty-Sixth Street Addition, as recorded in Plat Book 8, Page 2 of the public records of Manatee County, Florida, a distance of 498.78 feet; thence South 89 degrees 20 minutes 04 seconds East, a distance of 150.00 feet; Thence South 00 degrees 07 minutes 29 seconds East, a distance of 498.43 feet to the South line of the said Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 3; Thence North 89 degrees 27 minutes 52 seconds West, along said South line a distance of 150.00 feet to the **POINT OF BEGINNING**.

Containing 74,790 square feet of 1.717 acres more or less.

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

Property Owner (Company or individual) (print): Columbus Landings Land Partners, LLC
Mailing Address (print): 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803
Officer's Name and Title (print): David J. Adams, Manager

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: Refer to attached Exhibit A - Legal Description
 2. That this property constitutes the property for which a request for Final Subdivision 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 Matthew J. Morris, P.E., 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.

J. Adams, Manager / 4-25-17
Owner's Signature/Print Title

Owner's Signature/Print Title

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 4-25-17 by D. Joel Adams who is personally known to me or who

has produced personally known as identification.
(type of identification)

My Commission Expires: 12-29-20

[Signature]
Signature of Person Taking Acknowledgment
Guinevere Tuttle
Name



Title or Rank

MANATEE COUNTY

ITEM 1 OF 1

MISC FEES RECEIPT

RECEIPT # : 81000008280

PRINT DATE : 12/06/2017

RECEIPT DATE : 12/06/2017

PRINT TIME : 13:28:30

OPERATOR : cstrong

COPY # : 1

RECEIVED BY : C. STRONG

CASH DRAWER: 81

REC'D. FROM : CLOUMBUS LANDINGS

Notes: COLUMBUS LANDING, PH II FSUB
MINOR SUB/ DTS 20170250

FEE ID	DESCRIPTION	PAYMENT
FSUB	FINAL SUBDIV PLAT	2035.00
TOTAL		2035.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK/MONEY ORDER	2,035.00	87
TOTAL RECEIPT :	2,035.00	

MANATEE COUNTY

ITEM 1 OF 1

MISC FEES RECEIPT

RECEIPT # : 81000003025

PRINT DATE : 05/17/2017

RECEIPT DATE : 05/17/2017

PRINT TIME : 10:17:34

OPERATOR : cstrong

COPY # : 2

RECEIVED BY : CAROLYN STRONG
REC'D. FROM : COLUMBUS LANDINGS

CASH DRAWER: 81

Notes: COLUMBUS ~~LANDING~~ PH II
DTS 20170250

FEE ID	DESCRIPTION	PAYMENT
-----	-----	-----
FSUB	FINAL SUBDIV PLAT	4070.00

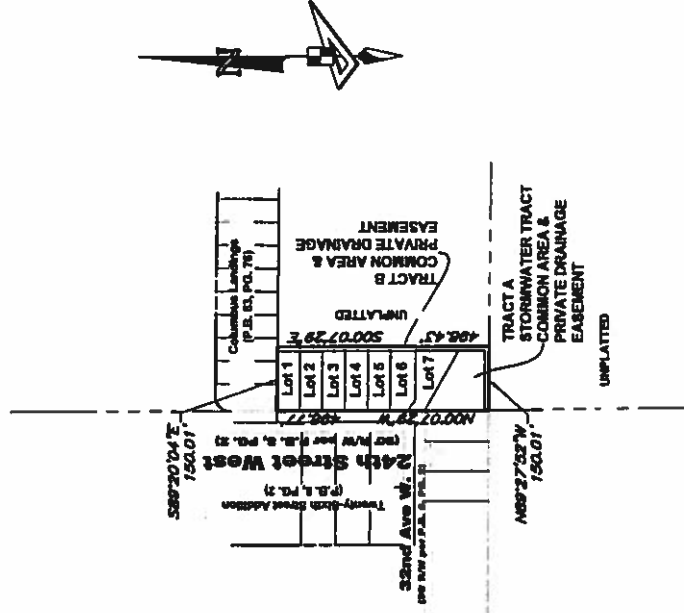
TOTAL		4070.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
-----	-----	-----
CHECK/MONEY ORDER	4,070.00	66

TOTAL RECEIPT :	4,070.00	

COLUMBUS LANDINGS PHASE II

A SUBDIVISION IN SECTIONS 3, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA



200 SCALE PRINT

GeoPoint Surveying, Inc.
 1403 E. 39th Avenue
 Tampa, Florida 33605
 www.geopointsurvey.com
 Phone: (813) 248-3668
 Fax: (813) 248-2188
 Licensed Business Address: 15, 7768

TITLE CERTIFICATION

SUBDIVISION NAME: Columbus Landings Phase II

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

I, Stephen C. Patrinoastro, the *(Attorney-at-Law or Abstractor of Title Insurance Company)* hereby confirm that apparent record title to the land described above and shown on Columbus Landings Phase II *(Subdivision Name)* is in the name of Columbus Landings Land Partners, LLC *(Property Owner)* the *(person(s) (or organization) 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 mortgagees or liens not satisfied or released of record are as follows:*

<u>MORTGAGEES:</u> <u>N/A</u>	<u>OFFICIAL RECORD BOOK AND PAGE (S):</u> <u>N/A</u>
<hr/>	<hr/>
<hr/>	<hr/>
<u>LIENS:</u> <u>N/A</u>	<u>N/A</u>
<hr/>	<hr/>

WITNESS my hand and official seal at Manatee County, Florida, this 11th day of December, 2017.


Signature 
(Attorney or Abstractor)
Stephen C. Patrinoastro
4921 Southfork Dr. Ste 2
Lakeland, FL 33813
Steve Patrinoastro P.A.
(Type Name, Title, Law Firm or Title Insurance Company and Address)
FL. Bar No. or FL Certificate
No. 0139939

Exhibit "A"
Legal Description

COLUMBUS LANDINGS, PHASE II

BEGINNING at the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 35 South, Range 17 East, Manatee County, Florida, BEING THE POINT OF BEGINNING; Thence North 00 degrees 07 minutes 29 seconds West, along the Easterly line of Twenty-Sixth Street Addition, as recorded in Plat Book 8, Page 2 of the public records of Manatee County, Florida, a distance of 498.78 feet; thence South 89 degrees 20 minutes 04 seconds East, a distance of 150.00 feet; Thence South 00 degrees 07 minutes 29 seconds East, a distance of 498.43 feet to the South line of the said Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 3; Thence North 89 degrees 27 minutes 52 seconds West, along said South line a distance of 150.00 feet to the POINT OF BEGINNING.

Containing 74,790 square feet of 1.717 acres more or less.

Manatee County
CONCURRENCY LEVEL OF SERVICE (CLOS)
RESERVATION APPLICATION

17-S-24(F)
20170250(1)
May 31, 2017
Columbus Landing, Ph. II

Project File # _____ DTS application# 20170250

Project Name Columbus Landings, Ph. II

Site Address 24th Street West (between 30th and 32nd Ave. W.)

DP# 4962500209

Type of Approval Requested Final Subdivision Plat

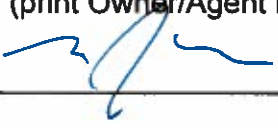
Please indicate number(s) for appropriate uses:

Single Family # Units 7	Townhouse/Duplex # units	Mobile/Manufactured Home # units	Multi-Family # Units
#Seats/Pews	# Employees	#Hotel Rooms	# Berths
SF of Building	#Parking Spaces	#Classrooms (if school proposed)	#Students (if school proposed)
# RV Pads	# Beds	# Acres 1.717	

If a previous "parent" project approval remains unexpired, please identify:

Parent Project File # 16-S-20(P) CLOS# _____

Authorized by (print Owner/Agent name) Matthew J. Morris, P.E.

Signature 

Address 6997 Professional Parkway East, Ste. B

City/State/Zip Sarasota, FL 34240

Telephone (941) 444-6644

Email mmorris@morrisengineering.net

July 25, 2017

17-S-24(F)
20170250(2)
June 15, 2017
Columbus Landing, Ph. II

Ms. Diana Lonergan, Planner
Manatee County Government
Planning Department
1112 Manatee Avenue West, 4th Floor
Bradenton, FL 34205

**Reference: Columbus Landings, Ph. II
Final Plat Application
Statement of 'No Requirement'
Applic. No.: 20170250(1)**

Dear Ms. Lonergan,

On behalf of our client, Columbus Landings Land Partners, LLC, we formally state that there're no offsite drainage, utility, turn-around or access easements associated with the above referenced minor subdivision plat. Therefore, we would like to certify 'No Requirement' for Item No. 26 of Manatee County's "Checklist of Requirements for Final Subdivision Plat Application".

We trust that the information provided meets your needs at this time for review of the above referenced final subdivision plat application. However, if you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

MORRIS ENGINEERING & CONSULTING, LLC



Matthew J. Morris, P.E.
President

This instrument prepared by and return to:
Columbus Landings Land Partners, LLC
3020 S. Florida Ave., Suite 101
Lakeland, FL 33803

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS
AND CONDITIONS OF COLUMBUS LANDINGS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COLUMBUS LANDINGS (the "Amendment") is made this 2 day of October, 2017, by COLUMBUS LANDINGS LAND PARTNERS, LLC, a Florida limited liability company (the "Declarant").

BACKGROUND

A. Columbus Landings, LLC, a Florida limited liability company (the "Original Declarant") filed The Declaration of Covenants, Restrictions and Conditions of Columbus Landings dated May 7, 2008, (the "Declaration") in Official Records Book 2266, Page 2093, public records of Manatee County, Florida with respect to certain real property located in Manatee County, Florida as more particularly described therein (the "Property").

B. The Original Declarant assigned its rights under the Declaration to Peerage Land Company, LLC, a Florida limited liability company ("Peerage") by instrument dated June 11, 2012, and recorded in Official Records Book 2424, Page 458 of the public records of Manatee County, Florida and Peerage further assigned its rights under the Declaration to Declarant by instrument dated December 21, 2015, and recorded in Official Records Book 2600, Page 1156, public records of Manatee County, Florida.

C. Declarant, now desires to amend the Declaration as set forth herein according to Article IV, Section 4.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. **Recitals: Definitions.** Unless otherwise specifically defined herein, each term used herein (and in the recitals above) which is defined in the Declaration shall have the meaning assigned to such term in the Declaration. In addition, the above recitals are true and correct and are hereby incorporated by reference.

2. **Article II, (f)** is hereby added to the Declaration as follows:

(f) The maintenance of street trees shall be the responsibility of the property owner.

3. **Article II, (g)** is hereby added to the Declaration as follows:

If the Subdivision has Nuisance, exotic plant species, which requires ongoing monitoring and maintenance in accordance with the rules and regulations of the Manatee County Land Development Code (Section 701.4.E.), the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the Exotic nuisance species area(s) each year for the life of the project.

4. Ratification; Conflict. Except as expressly modified herein, the Declaration is hereby ratified and confirmed, and shall remain in full force and effect. In the event of any conflict between the provisions of the Declaration and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed and delivered by its duly authorized representative as of the day and year first above written.

<p><i>Witnesses:</i></p> <p><u>Denise Abercrombie</u> Print Name: <u>Denise Abercrombie</u></p> <p><u>Bethany Ferguson</u> Print Name: <u>Bethany Ferguson</u></p>	<p>DECLARANT:</p> <p>COLUMBUS LANDINGS LAND PARTNERS, LLC, a Florida limited liability company</p> <p>By: <u>HIGHLAND EQUITIES, INC., a Florida corporation, its Manager</u></p> <p>By: <u>D Joel Adams, Vice President</u></p>
---	--

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me on this 2 day of Oct, 2017, by D. Joel Adams, Vice President of Highland Equities, Inc. a Florida corporation, the Manager of Columbus Landings Land Partners, LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced a valid driver's license as identification.

Patricia L. Archinal
Notary Public

My commission expires:





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

December 28, 2017

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

(mmorris@morrisengineering.net)

RE: **COLUMBUS LANDINGS, PHASE II - (Public Subdivision)**
(17-S-24(F)) (DTS #20170250)
Defect Security Cost Estimate
Required Public Improvements
Reason – (Roadway, Drainage, Potable Water System, Sewer System – Gravity Main,
Miscellaneous)

Dear Mr. Morris:

Your cost estimate for the above referenced bond, dated December 19, 2017, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Defect Security in the amount of \$5,646.70 which is 10% of the submitted actual cost, would be sufficient to assure the County correction of any defects or failures.

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

Sincerely,

Sla Mollanazar, P.E., County Engineer
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.
Kenneth LaBarr, Infrastructure Inspection Division Manager, Public Works Dept.
Karla Ripley, Senior Review Specialist, Public Works
Diana Lonergan, Planner, Building and Development Services

**Actual Construction Cost - Defect Security Bond
Columbus Landings Ph. II
December 19th, 2017**

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
ROADWAY				
SOD RESTORATION	1	LS	\$ 4,555.00	\$ 4,555.00
STABILIZATION - #57 STONE	1	LS	\$ 3,340.00	\$ 3,340.00
ASPHALT REPAIR	1	LS	\$ 10,000.00	\$ 10,000.00
1.5" TYPE S-I ASPHALT				
10" CRUSHED CONCRETE (LBR 150)				
1" TYPE S-I OVERLAY				
CURB REPAIR - TYPE A MIAMI	1	LS	\$ 1,670.00	\$ 1,670.00
5' CONCRETE SIDEWALK	1	LS	\$ 5,790.00	\$ 5,790.00
			SUBTOTAL ROADWAY	\$ 25,355.00
DRAINAGE				
CURB INLET (202.2) MODIFICATION	1	EA	\$ 720.00	\$ 720.00
MITERED END SECTION	1	EA	\$ 1,500.00	\$ 1,500.00
RCP - 12"X18"	236	LF	\$ 41.49	\$ 9,792.00
			SUBTOTAL DRAINAGE	\$ 12,012.00
POTABLE WATER SYSTEM				
FIRE HYDRANT ASSEMBLY	1	EA	\$ 3,880.00	\$ 3,880.00
POTABLE SERVICE - 1"	7	EA	\$ 880.00	\$ 6,160.00
			SUBTOTAL POTABLE WATER SYSTEM	\$ 10,040.00
SEWER SYSTEM - GRAVITY MAIN				
SEWER SERVICE W/ CLEANOUT - 6"	7	EA	\$ 1,091.43	\$ 7,640.00
			SUBTOTAL SEWER SYSTEM - GRAVITY MAIN	\$ 7,640.00
MISCELLANEOUS				
IRRIGATION SERVICE	1	LS	\$ 1,420.00	\$ 1,420.00
			SUBTOTAL MISCELLANEOUS	\$ 1,420.00
			PROJECT CONSTRUCTION TOTAL	\$ 56,467.00
			BOND TOTAL (10%)	\$ 5,646.70

Matthew J. Morris



12/19/2017

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



Building and Development Services
Environmental Review Section
1112 Manatee Avenue West
Bradenton, FL 34206
Phone: (941) 748-4501
www.mymanatee.org

November 16, 2017

Mr. Matthew Morris, P.E.
Morris Engineering & Consulting, LLC
6981 Professional Parkway East
Sarasota, FL 34240

**RE: COLUMBUS LANDINGS – PHASE II
(17-S-24 (F) – (DTS 20170250)
Performance Cost Estimate
Required Private Improvements
Reason – (Greenbelt Buffer, Common Area Landscaping)**

Dear Matt –

The cost estimate for the above referenced bond, dated **October 19, 2017**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Private Improvement Performance Security in the amount of **\$48,139.00**, which is 130% of your estimated costs, would be sufficient to assure the County completion of the required landscape private improvements.

If we can be of further assistance, please contact me at (941) 748-4501, ext. 6847.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen Davis". The signature is written in black ink and is positioned above a horizontal line.

Kathleen Davis
Planner II
Environmental Review Section

Cc: Records Management
Jane Oliver, Public Works Dept. – Fiscal Services
Karla Ripley, Public Works Dept. – Infrastructure Engineering
Diana Lonergan, Administrative Review



Engineer's Cost Estimate - Performance Bond (Landscaping)
Columbus Landings, Phase II
October 19, 2017

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
GREENBELT CANOPY				
3" CALIPER - SLASH PINE	20	EA	\$ 395.00	\$ 7,900.00 (X)
			SUBTOTAL LOT 1	\$ 7,900.00
LOT 1				
3" CALIPER - DAHOON HOLLY	1	EA	\$ 565.00	\$ 565.00
4" CALIPER - WINGED ELM	1	EA	\$ 775.00	\$ 775.00
			SUBTOTAL LOT 1	\$ 1,340.00
LOT 2				
3" CALIPER - DAHOON HOLLY	1	EA	\$ 565.00	\$ 565.00
4" CALIPER - WINGED ELM	1	EA	\$ 775.00	\$ 775.00
			SUBTOTAL LOT 2	\$ 1,340.00
LOT 3				
3" CALIPER - DAHOON HOLLY	1	EA	\$ 565.00	\$ 565.00
4" CALIPER - WINGED ELM	1	EA	\$ 775.00	\$ 775.00
			SUBTOTAL LOT 3	\$ 1,340.00
LOT 4				
3" CALIPER - DAHOON HOLLY	1	EA	\$ 565.00	\$ 565.00
4" CALIPER - WINGED ELM	1	EA	\$ 775.00	\$ 775.00
			SUBTOTAL LOT 4	\$ 1,340.00
LOT 5				
4" CALIPER - WINGED ELM	1	EA	\$ 775.00	\$ 775.00
			SUBTOTAL LOT 5	\$ 775.00
LOT 6				
3" CALIPER - DAHOON HOLLY	1	EA	\$ 565.00	\$ 565.00
4" CALIPER - WINGED ELM	1	EA	\$ 775.00	\$ 775.00
			SUBTOTAL LOT 6	\$ 1,340.00
LOT 7				
3" CALIPER - DAHOON HOLLY	3	EA	\$ 565.00	\$ 1,695.00
4" CALIPER - WINGED ELM	1	EA	\$ 775.00	\$ 775.00
			SUBTOTAL LOT 7	\$ 2,470.00
TRACT 1 - STORMWATER TRACT/COMMON AREA				
3" CALIPER - DAHOON HOLLY	10	EA	\$ 565.00	\$ 5,650.00
4" CALIPER - WINGED ELM	14	EA	\$ 775.00	\$ 10,850.00
3" CALIPER - LIGUSTRUM	3	EA	\$ 235.00	\$ 705.00
4" CALIPER - LIGUSTRUM	4	EA	\$ 495.00	\$ 1,980.00
			SUBTOTAL TRACT 1	\$ 19,185.00
			PROJECT CONSTRUCTION TOTAL	\$ 37,030.00
			BOND TOTAL (130%)	\$ 48,139.00

Matthew J. Morris



10/19/2017

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

MEMORANDUM



To: Karla Ripley, Sr. Development Review Specialist, Public Works
From: Ken LaBarr, P/W, Infrastructure Inspections Div. Mgr. *KL*
Date: April 11, 2018
Subject: Certification of Completion

PROJECT NAME: Columbus Landings PH-2
PROJECT #: 19-S-20(P) DTS #201660211

The final inspection for approval on the above project was held on February 14, 2018, and conducted by the following individual(s):

Matt Stull, Public Works, Inspections

CONCLUSION

- (X) Final inspection achieved (Defect Bond, if Required)
- () Bond Final Lift of Asphalt
- (X) Landscape Bond Required
- (X) Release all 5/8" residential water meters

The utilities for this subdivision/development will be County maintained in the right of way.

PROJECT LOCATION: 30th Avenue West.
ENGINEER OF RECORD: Matthew J. Morris, P.E. – Morris Engineering
CONTRACTOR(s): Tenbrink Const.

- X water lines
- ___ irrigation/reuse lines (private)
- ___ fire line & size
- X gravity sewer lines
- ___ force main & lift station
- X fire hydrants

cc: Certificate of Completion List
Matthew J Morris, P.E. – Engineer of Record

Public Works
Infrastructure Inspections
1022 26th Ave. East
Phone number (941) 708-7450