

# 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:**

<b>CONDOMINIUM</b>	
<b>BOOK</b>	<b>PAGE(S)</b>
<b>SUBDIVISION</b>	
	<b>LAKWOOD NATIONAL GOLF CLUB PHASE I-F</b>
<b>BOOK 64</b>	<b>PAGE(S) 81 THRU 89</b>
<b>OWNER OF RECORD:</b>	
	<b>LENNAR HOMES LLC</b>
<b>DRAINAGE PLANS</b>	
<b>BOOK</b>	<b>PAGE(S)</b>
<b>ROADS</b>	
<b>BOOK:</b>	<b>PAGE(S):</b>

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

BY: *Ronda Hewens*  
**DEPUTY CLERK**



# Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400  
Bradenton, FL 34206

## Official Records Receipt Recording

Username: RPOWERS

Changed By: acordova

Receipt#: 900172469 Payee Name: BOARD RECORDS

Receipt Date: 12/07/2018

Instrument: 201841121993 - BK2759/PG3592 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$120.00

Instrument Total: \$150.00

Instrument: 201841121994 - BK2759/PG3593 RESTRICTION

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

Instrument Total: \$69.50

Instrument: 201841121995 - BK2759/PG3601 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: 201841121996 - BK2759/PG3616 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$73.00
199000000341150	PRMTF \$1/\$.50	\$9.50
001000000208911	PRMTF FACC \$.10	\$1.80
199000000341160	PRMTF CLERK \$1.90	\$34.20
001000000208912	PRMTF BCC \$2	\$36.00
001000000341400	INDEXING NAMES	\$0.00

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Receipt Total: \$503.00  
Amount Tendered: \$503.00  
Overage: \$0.00

Cash \$8.50  
Check \$494.50 10270

Amount Paid:

THIS INSTRUMENT PREPARED BY:  
Charles Mann  
PAVESE LAW FIRM  
1833 Hendry Street  
Fort Myers, Florida 33901



**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR LAKEWOOD NATIONAL GOLF CLUB**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEWOOD NATIONAL GOLF CLUB (the "Amendment") is made this 19 day of November, 2018, by LENNAR HOMES, LLC, a Florida limited liability company, (hereinafter called the "Declarant").

WHEREAS, the Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Lakewood National Golf Club on December 19, 2016, in Official Records Book 2652, Page 4778, et seq., and as may have been subsequently amended, of the Public Records of Manatee County, Florida (the "Declaration"); and

WHEREAS, the Declarant previously submitted all of the Lands to the Declaration which are intended to be developed as Lakewood National Golf Club; and

WHEREAS, the Declarant has re-platted a portion of the Lands subject to the Declaration, which re-platted property is more particularly described on Exhibit "A" attached hereto and incorporated herein, and further described herein as "Lakewood National Golf Club, Phase 1F, A Subdivision"; and

WHEREAS, pursuant to Section 18.10 of the Declaration, Declarant reserved the unilateral right to amend the Declaration so long as the Declarant holds any property for sale in the ordinary course of business within the Community; and

WHEREAS, Declarant holds property for sale in the ordinary course of business within the Community; and

WHEREAS, the Declarant desires to amend the Declaration to update the Declaration related to the replat of Lakewood National Golf Club, Phase 1F, A Subdivision.

NOW THEREFORE, in consideration of the foregoing, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. All initially capitalized terms used and not otherwise defined have the meanings ascribed thereto in the Declaration.

ACCEPTED IN OPEN SESSION ialudie  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

2. Declarant confirms that all of the real property located in Manatee County, Florida, and more particularly described on Exhibit "A" attached hereto is contained within the Lakewood National Golf Club, Phase 1F, A Subdivision, and is therefore subject to the covenants, restrictions, easements, charges, liens, terms and conditions of the Declaration.
3. Exhibit "I" to the Declaration, the List of Holdings of Lakewood Ranch Stewardship District, is hereby deleted and replaced with the Exhibit "I" attached hereto and incorporated herein.
4. Exhibit "J" to the Declaration, the List of Holdings of the Lakewood National Golf Club, Inc., a Florida Corporation, not for profit, is hereby deleted and replaced with the Exhibit "J" attached hereto and incorporated herein.
5. The Declaration, as amended and modified by this Amendment, is ratified and confirmed. Except as otherwise modified by this Amendment, the Declaration remains valid and in full force and effect.
6. In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, Declarant has executed this Amendment on the day and year first above written.

Witnesses:

Jessica Chism

Printed name: 11-19-18  
Jessica Chism

Amy Hofsneider

Printed name: Amy Hofsneider

**Lennar Homes, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Darin McMurray, Vice President

STATE OF FLORIDA        )

COUNTY OF LEE         )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of NOVEMBER 2018, by Darin McMurray, as Vice President of **Lennar Homes, LLC**, a limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Deanna J. Craft

Notary Public  
**Deanna J. Craft**

Printed name of Notary Public

My Commission Expires:



## EXHIBIT "A"

REVISED SEPTEMBER 11, 2018

LAKWOOD NATIONAL GOLF & COUNTRY CLUB, PHASE 1F

### DESCRIPTION:

TRACTS 615, 616, 617, 618, 619, 620 AND A PORTION OF TRACT 707 OF LAKEWOOD NATIONAL GOLF CLUB, PHASE I, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 26 THROUGH 59 OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA, LYING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERN MOST CORNER OF TRACT 305 (PALMER CIRCLE, A PRIVATE ROAD) AND A POINT ON THE EASTERLY LINE OF TRACT 401 OF SAID PHASE I AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 41°11'00" E, AT A DISTANCE OF 675.00 FEET; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°54'50", A DISTANCE OF 128.58 FEET; (2) N 15°26'42" W, A DISTANCE OF 324.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 408.00 FEET; (3) NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53°22'19", A DISTANCE OF 380.06 FEET; (4) N 52°04'23" W, A DISTANCE OF 272.63 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID TRACT 707; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 707 AND THE NORTHERLY LINE OF TRACTS 615 THROUGH 620 THE FOLLOWING THREE (3) COURSES: (1) N 81°05'00" E, A DISTANCE OF 1068.11 FEET; (2) S 59°48'00" E, A DISTANCE OF 1134.12 FEET; (3) S 69°20'00" E, A DISTANCE OF 152.37 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AFORESAID TRACT 620; THENCE N 87°51'26" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 67.51 FEET; THENCE S 81°06'40" W, A DISTANCE OF 139.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 438.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°59'10", A DISTANCE OF 382.12 FEET TO THE END OF SAID CURVE; THENCE S 24°20'24" W, A DISTANCE OF 210.42 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 36°57'01" W, AT A DISTANCE OF 685.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°37'33", A DISTANCE OF 115.08 FEET TO THE END OF SAID CURVE; THENCE N 46°34'34" E, A DISTANCE OF 35.04 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 47°49'39" E, AT A DISTANCE OF 100.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°14'27", A DISTANCE OF 157.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 48°04'05" E, A DISTANCE OF 107.72 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67°25'44", A DISTANCE OF 294.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 64°30'11" E, A DISTANCE OF 243.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 120°48'36", A DISTANCE OF 105.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 56°18'25" W, A DISTANCE OF 36.66 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF TRACT 900 OF SAID PHASE I; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES: (1) N 87°26'38" W, A DISTANCE OF 100.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 658.00 FEET; (2) SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°01'43", A DISTANCE OF 310.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (3) S 65°31'40" W, A DISTANCE OF 160.61 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 51°59'26" W, AT A DISTANCE OF

675.00 FEET; (4) NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $23^{\circ}27'26''$ , A DISTANCE OF 276.35 FEET; (5) S  $28^{\circ}32'00''$  W, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF TRACT 400 OF SAID PHASE I AND A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S  $28^{\circ}32'00''$  W, AT A DISTANCE OF 625.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AND BEING A PORTION OF SAID NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF  $28^{\circ}32'00''$ , A DISTANCE OF 311.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S  $90^{\circ}00'00''$  W, A DISTANCE OF 596.76 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AND ALONG A PORTION OF THE NORTHERLY LINE OF SAID TRACT 400 AND TRACT 519 OF SAID PHASE I, THROUGH A CENTRAL ANGLE OF  $41^{\circ}11'00''$ , A DISTANCE OF 449.24 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF AFORESAID TRACT 305; THENCE N  $41^{\circ}11'00''$  W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE AFORESAID NORTHERN MOST CORNER OF TRACT 305 (PALMER CIRCLE, A PRIVATE ROAD); THENCE N  $88^{\circ}48'39''$  E, A DISTANCE OF 1449.08 FEET TO THE POINT OF BEGINNING; THENCE N  $24^{\circ}20'24''$  E, A DISTANCE OF 10.25 FEET TO A POINT ON THE ARC OF A CURVE TO RIGHT WHOSE RADIUS POINT BEARS S  $36^{\circ}57'01''$  W, AT A DISTANCE OF 685.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $09^{\circ}37'33''$ , A DISTANCE OF 115.08 FEET; THENCE S  $46^{\circ}34'34''$  W, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF AFORESAID TRACT 900 AND A POINT ON THE ARC OF A CURVE TO LEFT WHOSE RADIUS POINT BEARS S  $46^{\circ}34'34''$  W, AT A DISTANCE OF 675.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $09^{\circ}26'09''$ , A DISTANCE OF 111.16 FEET TO THE POINT OF BEGINNING.

T:\LAKEWOOD NATIONAL G&CC\LAKEWOOD NATIONAL PLAT\Phase 1F Plat\DESCRIPTIONS\LKWDNational-Phase1F.docx (bernie)



**Exhibit "I"**

**(List of Holdings-District)**

**LAKEWOOD NATIONAL GOLF CLUB, PHASE I, A SUBDIVISION**

The following is a list of proposed holdings of LAKEWOOD RANCH STEWARDSHIP DISTRICT consisting of lands within LAKEWOOD NATIONAL GOLF CLUB, PHASE I, a subdivision, and improvements thereon which are presently under construction and are to be completed by the developer, Lennar Homes, LLC:

1. Tract 500 through 522, inclusive, are "Lake Tracts": Consists of Lake Tracts, Drainage, Utility and Landscape Maintenance Easement, with responsibility for maintenance.
2. Tract 601 through 614, inclusive, are "Conservation Easement" Tracts, with responsibility for maintenance.

**LAKEWOOD NATIONAL GOLF CLUB, PHASE 1F, A SUBDIVISION**

The following is a list of proposed holdings of LAKEWOOD RANCH STEWARDSHIP DISTRICT consisting of lands within LAKEWOOD NATIONAL GOLF CLUB, PHASE 1F, a subdivision, and improvements thereon which are presently under construction and are to be completed by the developer, Lennar Homes, LLC:

1. Tract 523 and 524, inclusive, are "Lake Maintenance Easement & Drainage Easement" Tracts, with responsibility for maintenance.

**Exhibit "J"**

**(List of Holdings-Association)**

**LAKEWOOD NATIONAL GOLF CLUB, PHASE I, A SUBDIVISION**

The following is a list of proposed holdings of LAKEWOOD NATIONAL GOLF CLUB, INC., a Florida Corporation, not for profit, consisting of lands within LAKEWOOD NATIONAL GOLF CLUB, PHASE I, a subdivision, and improvements thereon which are presently under construction and are to be completed by the developer, Lennar Homes, LLC:

1. Tracts 100 through 108, inclusive are "Community Common Area" Tracts, with responsibility for maintenance.
2. Tracts 300 through 307, inclusive, are "Private Road Right-of-Way" Tracts: Consists of Drainage and Utility Easement with responsibility for maintenance.
3. Tracts 400 through 404, inclusive are "Golf Course" Tracts, with responsibility for maintenance.

**LAKEWOOD NATIONAL GOLF CLUB, PHASE 1F, A SUBDIVISION**

The following is a list of proposed holdings of LAKEWOOD NATIONAL GOLF CLUB, INC., a Florida Corporation, not for profit, consisting of lands within LAKEWOOD NATIONAL GOLF CLUB, PHASE 1F, a subdivision, and improvements thereon which are presently under construction and are to be completed by the developer, Lennar Homes, LLC:

1. Tracts 200 through 203, inclusive, are "Community Common Area" Tracts, with responsibility for maintenance.
2. Tracts 305 and 308, inclusive, are "Private Road/Drainage Easement/Public Utility Easement" Tracts, with responsibility for maintenance assigned to the Lakewood Ranch Stewardship District and/or the Lakewood National Golf Club, Inc.

It is contemplated that the Lakewood Ranch Stewardship District ("District") could take title to some of the Tracts and improvements thereon and use and maintain the same pursuant to restrictions applicable to Lakewood National Golf Club, Phase I, Lakewood National Golf Club, Phase 1F and the Land Development Code of Manatee County. It is further contemplated that, following completion of the above-described improvements, that the Association may take title to

the above Tracts and the improvements thereon that are not conveyed to the District. The use and maintenance of such Association Tracts will be subject to the restrictions applicable to Lakewood National Golf Club, Phase I, Lakewood National Golf Club, Phase 1F, the Land Development Code of Manatee County, and the Declaration of Covenants, Conditions, Restrictions and Easements for Lakewood National Golf Club.

# Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400  
Bradenton, FL 34206

## Official Records Receipt Recording

Username: RPOWERS

Changed By: acordova

Receipt#: 900172469 Payee Name: BOARD RECORDS

Receipt Date: 12/07/2018

**Instrument:** 201841121993 - BK2759/PG3592 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
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**Instrument Total: \$150.00**

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**Instrument Total: \$69.50**

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001000000208911	PRMTF FACC \$.10	\$1.80
199000000341160	PRMTF CLERK \$1.90	\$34.20
001000000208912	PRMTF BCC \$2	\$36.00
001000000341400	INDEXING NAMES	\$0.00

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Receipt Total: \$503.00  
Amount Tendered: \$503.00  
Overage: \$0.00

Cash \$8.50  
Check \$494.50 10270

Amount Paid:



Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement  
1. Sanitary Sewer, Water Main

**AGREEMENT FOR PRIVATE SUBDIVISION  
WITH PUBLIC IMPROVEMENTS  
LAKEWOOD NATIONAL GOLF CLUB, PHASE I-F**

This Agreement is entered into as of December 6, 2018, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), and LENNAR HOMES, 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 PRIVATE RESIDENTIAL subdivision with public improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the "Code") adopted pursuant thereto; and

**WHEREAS**, Developer has made application to the County, Florida, for approval of a proposed subdivision or final site plan identified as LAKEWOOD NATIONAL GOLF CLUB, PHASE I-F (PLN1807-0081) ;

**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

Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement  
1. Sanitary Sewer, Water Main

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 PLN1807-0081 (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

Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement  
1. Sanitary Sewer, Water Main

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.



Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement

1. Sanitary Sewer, Water Main

**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

Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement  
1. Sanitary Sewer, Water Main

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

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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.

Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement  
1. Sanitary Sewer, Water Main

**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):

If to County:            Manatee County Engineer  
                                 Manatee County Public Works Department  
                                 1022 26<sup>th</sup> 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:        Lennar Homes, LLC  
                                 10481 Six Mile Cypress Parkway  
                                 Ft. Myers, FL 33966  
                                 Attention: Darin McMurray  
                                 Facsimile: (239) 931-4749

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]*

Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement  
1. Sanitary Sewer, Water Main

***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 6 day of December,  
2018, 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.



Marianne Lopata  
NOTARY PUBLIC Signature  
Marianne Lopata  
Printed Name

Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement  
1. Sanitary Sewer, Water Main

(DEVELOPER)

Signed, sealed and delivered in the presence  
of Witnesses:

Lennar Homes, LLC  
a Limited Liability Company

Joan Campagna  
Print name: Joan Campagna  
Hilda M. Delgado  
Print name: Hilda M. Delgado

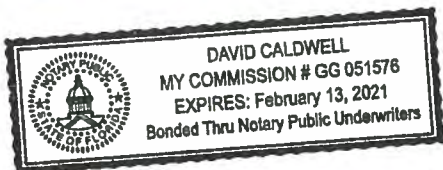
By: \_\_\_\_\_  
Print Name: DARIN McMURRAY  
as its: VICE PRESIDENT

10481 Ben C. Pratt, Six Mile Cypress Pkwy  
Postal Address  
Ft. Myers FL 33966  
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 26 day of OCTOBER,  
2018 by DARIN McMURRAY as VICE PRES [name and title of signatory] of  
LENNAR HOMES LLC [name of company signing], a LLC [state of  
formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is  
personally known to me or has produced \_\_\_\_\_ as identification.



David Caldwell  
NOTARY PUBLIC Signature  
DAVID CALDWELL  
Printed Name

Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement  
1. Sanitary Sewer, Water Main

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

REVISED SEPTEMBER 11, 2018

LAKWOOD NATIONAL GOLF & COUNTRY CLUB, PHASE 1F

DESCRIPTION:

TRACTS 615, 616, 617, 618, 619, 620 AND A PORTION OF TRACT 707 OF LAKEWOOD NATIONAL GOLF CLUB, PHASE I, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 26 THROUGH 59 OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA, LYING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERN MOST CORNER OF TRACT 305 (PALMER CIRCLE, A PRIVATE ROAD) AND A POINT ON THE EASTERLY LINE OF TRACT 401 OF SAID PHASE I AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 41°11'00" E, AT A DISTANCE OF 675.00 FEET; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°54'50", A DISTANCE OF 128.58 FEET; (2) N 15°26'42" W, A DISTANCE OF 324.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 408.00 FEET; (3) NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53°22'19", A DISTANCE OF 380.06 FEET; (4) N 52°04'23" W, A DISTANCE OF 272.63 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID TRACT 707; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 707 AND THE NORTHERLY LINE OF TRACTS 615 THROUGH 620 THE FOLLOWING THREE (3) COURSES: (1) N 81°05'00" E, A DISTANCE OF 1068.11 FEET; (2) S 59°48'00" E, A DISTANCE OF 1134.12 FEET; (3) S 69°20'00" E, A DISTANCE OF 152.37 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AFORESAID TRACT 620; THENCE N 87°51'26" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 67.51 FEET; THENCE S 81°06'40" W, A DISTANCE OF 139.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 438.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°59'10", A DISTANCE OF 382.12 FEET TO THE END OF SAID CURVE; THENCE S 24°20'24" W, A DISTANCE OF 210.42 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 36°57'01" W, AT A DISTANCE OF 685.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°37'33", A DISTANCE OF 115.08 FEET TO THE END OF SAID CURVE; THENCE N 46°34'34" E, A DISTANCE OF 35.04 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 47°49'39" E, AT A DISTANCE OF 100.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°14'27", A DISTANCE OF 157.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 48°04'05" E, A DISTANCE OF 107.72 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67°25'44", A DISTANCE OF 294.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 64°30'11" E, A DISTANCE OF 243.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 120°48'36", A DISTANCE OF 105.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 56°18'25" W, A DISTANCE OF 36.66 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF TRACT 900 OF SAID PHASE I; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES: (1) N 87°26'38" W, A DISTANCE OF 100.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 658.00 FEET; (2) SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°01'43", A DISTANCE OF 310.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (3) S 65°31'40" W, A DISTANCE OF 160.61 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 51°59'26" W, AT A DISTANCE OF



675.00 FEET; (4) NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°27'26", A DISTANCE OF 276.35 FEET; (5) S 28°32'00" W, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF TRACT 400 OF SAID PHASE I AND A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 28°32'00" W, AT A DISTANCE OF 625.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AND BEING A PORTION OF SAID NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 28°32'00", A DISTANCE OF 311.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 90°00'00" W, A DISTANCE OF 596.76 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AND ALONG A PORTION OF THE NORTHERLY LINE OF SAID TRACT 400 AND TRACT 519 OF SAID PHASE I, THROUGH A CENTRAL ANGLE OF 41°11'00", A DISTANCE OF 449.24 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF AFORESAID TRACT 305; THENCE N 41°11'00" W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE AFORESAID NORTHERN MOST CORNER OF TRACT 305 (PALMER CIRCLE, A PRIVATE ROAD); THENCE N 88°48'39" E, A DISTANCE OF 1449.08 FEET TO THE POINT OF BEGINNING; THENCE N 24°20'24" E, A DISTANCE OF 10.25 FEET TO A POINT ON THE ARC OF A CURVE TO RIGHT WHOSE RADIUS POINT BEARS S 36°57'01" W, AT A DISTANCE OF 685.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°37'33", A DISTANCE OF 115.08 FEET; THENCE S 46°34'34" W, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF AFORESAID TRACT 900 AND A POINT ON THE ARC OF A CURVE TO LEFT WHOSE RADIUS POINT BEARS S 46°34'34" W, AT A DISTANCE OF 675.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09°26'09", A DISTANCE OF 111.16 FEET TO THE POINT OF BEGINNING.

T:\LAKEWOOD NATIONAL G&CC\LAKEWOOD NATIONAL PLAT\Phase 1F Plat\DESCRIPTIONS\LKWDNational-Phase1F.docx (bernie)

Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement  
1. Sanitary Sewer, Water Main

**EXHIBIT "B-1"**  
**IMPROVEMENTS**

	Improvement	Estimated Cost
1	Sanitary Sewer, Water Main	<u>\$612,091.35</u>
2		
3		

Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement  
1. Sanitary Sewer, Water Main

**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**

Lakewood National Golf Club Ph I-F  
Private Residential Project w/Public Improvement  
1. Sanitary Sewer, Water Main

**EXHIBIT "C"**  
**PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	Letter of Credit No. FGAC-18513 Issued through Fidelity Guaranty & Acceptance Corp.	<u>\$612,091.35</u>
2		
3		

# Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400  
Bradenton, FL 34206

## Official Records Receipt Recording

Username: RPOWERS

Changed By: acordova

Receipt#: 900172469 Payee Name: BOARD RECORDS

Receipt Date: 12/07/2018

**Instrument:** 201841121993 - BK2759/PG3592 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$120.00

**Instrument Total: \$150.00**

**Instrument:** 201841121994 - BK2759/PG3593 RESTRICTION

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

**Instrument Total: \$69.50**

**Instrument:** 201841121995 - BK2759/PG3601 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:** 201841121996 - BK2759/PG3616 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$73.00
199000000341150	PRMTF \$1/\$.50	\$9.50
001000000208911	PRMTF FACC \$.10	\$1.80
199000000341160	PRMTF CLERK \$1.90	\$34.20
001000000208912	PRMTF BCC \$2	\$36.00
001000000341400	INDEXING NAMES	\$0.00

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Receipt Total: \$503.00  
Amount Tendered: \$503.00  
Overage: \$0.00

Cash \$8.50  
Check \$494.50 10270

Amount Paid:

Lakewood National Golf Club Ph IF  
Private Residential Project

1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
2. Common Area Landscaping & Irrigation



**AGREEMENT FOR PRIVATE  
SUBDIVISION IMPROVEMENTS  
LAKEWOOD NATIONAL GOLF CLUB, PHASE I-F**

This Agreement is entered into as of December 6, 2018, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County“), and LENNAR HOMES, 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 PRIVATE RESIDENTIAL subdivision with private streets and other private improvements, and public water and wastewater improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

**WHEREAS**, Developer has made application to the County for approval of a proposed subdivision or final site plan identified as LAKEWOOD NATIONAL GOLF CLUB, PHASE I-F (PLN1807-0081); 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

Lakewood National Golf Club Ph IF  
Private Residential Project

1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
2. Common Area Landscaping & Irrigation

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

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit "C" attached hereto and 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 PLN1807-0081 (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.



Lakewood National Golf Club Ph IF  
Private Residential Project

1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
2. Common Area Landscaping & Irrigation

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

Lakewood National Golf Club Ph IF  
Private Residential Project

1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
2. Common Area Landscaping & Irrigation

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 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.

Lakewood National Golf Club Ph IF  
Private Residential Project

1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
2. Common Area Landscaping & Irrigation

**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 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.

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**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 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

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1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
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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**

**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

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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 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

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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 26<sup>th</sup> 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: Lennar Homes, LLC  
10481 Six Mile Cypress Parkway  
Ft. Myers, FL 33966  
Attention: Darin McMurray  
Facsimile: (239) 931-4749

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]*

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Private Residential Project

1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
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**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 6 day of December, 2018, by Ed Hunzicker (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  
Marianne Lopata  
Printed Name



Lakewood National Golf Club Ph IF  
Private Residential Project

1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
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(DEVELOPER)

Signed, sealed and delivered in the presence  
of Witnesses:

Joan Campagna  
Print name: Joan Campagna  
Hilda M. Delgado  
Print name: Hilda M. Delgado

Lennar Homes, LLC  
a Limited Liability Company

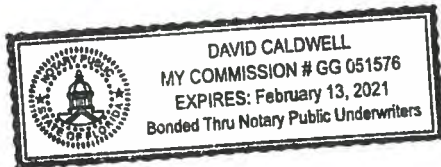
By: \_\_\_\_\_  
Print Name: DARIN MCMURRAY  
as its: VICE PRESIDENT

10481 Ben C. Pratt, Six Mile Cypress Pkwy  
Postal Address  
Ft. Myers                      FL                      33966  
City                                      State                                      Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 26 day of OCTOBER,  
2018, by DARIN MCMURRAY as VICE PRES [name and title of signatory] of  
LENNAR HOMES LLC [name of company signing], a LLC [state of  
formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is  
personally known to me or has produced \_\_\_\_\_ as identification.



David Caldwell  
NOTARY PUBLIC Signature  
DAVID CALDWELL  
Printed Name

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Private Residential Project

1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
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**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

REVISED SEPTEMBER 11, 2018

LAKWOOD NATIONAL GOLF & COUNTRY CLUB, PHASE 1F

DESCRIPTION:

TRACTS 615, 616, 617, 618, 619, 620 AND A PORTION OF TRACT 707 OF LAKEWOOD NATIONAL GOLF CLUB, PHASE I, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 26 THROUGH 59 OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA, LYING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERN MOST CORNER OF TRACT 305 (PALMER CIRCLE, A PRIVATE ROAD) AND A POINT ON THE EASTERLY LINE OF TRACT 401 OF SAID PHASE I AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 41°11'00" E, AT A DISTANCE OF 675.00 FEET; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°54'50", A DISTANCE OF 128.58 FEET; (2) N 15°26'42" W, A DISTANCE OF 324.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 408.00 FEET; (3) NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53°22'19", A DISTANCE OF 380.06 FEET; (4) N 52°04'23" W, A DISTANCE OF 272.63 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID TRACT 707; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 707 AND THE NORTHERLY LINE OF TRACTS 615 THROUGH 620 THE FOLLOWING THREE (3) COURSES: (1) N 81°05'00" E, A DISTANCE OF 1068.11 FEET; (2) S 59°48'00" E, A DISTANCE OF 1134.12 FEET; (3) S 69°20'00" E, A DISTANCE OF 152.37 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AFORESAID TRACT 620; THENCE N 87°51'26" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 67.51 FEET; THENCE S 81°06'40" W, A DISTANCE OF 139.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 438.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°59'10", A DISTANCE OF 382.12 FEET TO THE END OF SAID CURVE; THENCE S 24°20'24" W, A DISTANCE OF 210.42 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 36°57'01" W, AT A DISTANCE OF 685.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°37'33", A DISTANCE OF 115.08 FEET TO THE END OF SAID CURVE; THENCE N 46°34'34" E, A DISTANCE OF 35.04 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 47°49'39" E, AT A DISTANCE OF 100.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°14'27", A DISTANCE OF 157.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 48°04'05" E, A DISTANCE OF 107.72 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67°25'44", A DISTANCE OF 294.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 64°30'11" E, A DISTANCE OF 243.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 120°48'36", A DISTANCE OF 105.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 56°18'25" W, A DISTANCE OF 36.66 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF TRACT 900 OF SAID PHASE I; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES: (1) N 87°26'38" W, A DISTANCE OF 100.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 658.00 FEET; (2) SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°01'43", A DISTANCE OF 310.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (3) S 65°31'40" W, A DISTANCE OF 160.61 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 51°59'26" W, AT A DISTANCE OF

675.00 FEET; (4) NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°27'26", A DISTANCE OF 276.35 FEET; (5) S 28°32'00" W, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF TRACT 400 OF SAID PHASE I AND A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 28°32'00" W, AT A DISTANCE OF 625.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AND BEING A PORTION OF SAID NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 28°32'00", A DISTANCE OF 311.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 90°00'00" W, A DISTANCE OF 596.76 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AND ALONG A PORTION OF THE NORTHERLY LINE OF SAID TRACT 400 AND TRACT 519 OF SAID PHASE I, THROUGH A CENTRAL ANGLE OF 41°11'00", A DISTANCE OF 449.24 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF AFORESAID TRACT 305; THENCE N 41°11'00" W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE AT THE AFORESAID NORTHERN MOST CORNER OF TRACT 305 (PALMER CIRCLE, A PRIVATE ROAD); THENCE N 88°48'39" E, A DISTANCE OF 1449.08 FEET TO THE POINT OF BEGINNING; THENCE N 24°20'24" E, A DISTANCE OF 10.25 FEET TO A POINT ON THE ARC OF A CURVE TO RIGHT WHOSE RADIUS POINT BEARS S 36°57'01" W, AT A DISTANCE OF 685.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°37'33", A DISTANCE OF 115.08 FEET; THENCE S 46°34'34" W, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF AFORESAID TRACT 900 AND A POINT ON THE ARC OF A CURVE TO LEFT WHOSE RADIUS POINT BEARS S 46°34'34" W, AT A DISTANCE OF 675.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09°26'09", A DISTANCE OF 111.16 FEET TO THE POINT OF BEGINNING.

Lakewood National Golf Club Ph IF  
Private Residential Project

1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
2. Common Area Landscaping & Irrigation

**EXHIBIT "B-1"**  
**PRIVATE IMPROVEMENTS**

	Improvement	Estimated Cost
1	Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main	<u>\$1,737,272.88</u>
2	Common Area Landscaping & Irrigation	<u>\$24,718.72</u>
3		
4		\$
5		\$

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

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

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Lakewood National Golf Club Ph IF  
Private Residential Project

1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
2. Common Area Landscaping & Irrigation

**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**

Lakewood National Golf Club Ph IF  
Private Residential Project

1. Earthwork, Roadway, Drainage, Water Main & Reclaimed Water Main
2. Common Area Landscaping & Irrigation

**EXHIBIT "C"**  
**PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	Letter of Credit No. FGAC-18514 Issued through Fidelity Guaranty & Acceptance Corp.	<u>\$1,737,272.88</u>
2	Letter of Credit No. FGAC-18515 Issued through Fidelity Guaranty & Acceptance Corp.	<u>\$24,718.72</u>
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: RPOWERS

Changed By: acordova

Receipt#: 900172469 Payee Name: BOARD RECORDS

Receipt Date: 12/07/2018

**Instrument:** 201841121993 - BK2759/PG3592 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$120.00

**Instrument Total: \$150.00**

**Instrument:** 201841121994 - BK2759/PG3593 RESTRICTION

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

**Instrument Total: \$69.50**

**Instrument:** 201841121995 - BK2759/PG3601 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:** 201841121996 - **BK2759/PG3616** AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$73.00
199000000341150	PRMTF \$1/\$.50	\$9.50
001000000208911	PRMTF FACC \$.10	\$1.80
199000000341160	PRMTF CLERK \$1.90	\$34.20
001000000208912	PRMTF BCC \$2	\$36.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total:

\$154.50

---

Receipt Total: \$503.00

Amount Tendered: \$503.00

Overage: \$0.00

Cash \$8.50

Check \$494.50 10270

Amount Paid:

FIDELITY GUARANTY AND ACCEPTANCE CORP FIDELITY GUARANTY AND ACCEPTANCE CORP FIDELITY GUARANTY AND ACCEPTANCE CORP FIDELITY GUARANTY AND ACCEPTANCE CORP  
**FIDELITY GUARANTY AND ACCEPTANCE CORP**

7040 N.W. 107 AVENUE SUITE 204  
MANATEE COUNTY, FLORIDA 34712  
PHONE: (813) 538-7244



**OCTOBER 16, 2018**

**CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-18513**

**BENEFICIARY: BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA  
C/O PUBLIC WORKS DEPARTMENT/FISCAL SERVICES DIVISION  
1022-26TH AVENUE EAST  
BRADENTON, FL 34208**

**APPLICANT: LENNAR HOMES, LLC  
10481 BENC PRATT, SIX MILE CYPRESS PARKWAY  
BFT MYERS, FL 33966**

**AMOUNT: USD \$612,091.35 (SIX HUNDRED TWELVE THOUSAND NINETY ONE AND 35/100 US DOLLARS)**

**EXPIRATION: OCTOBER 15, 2019**

**RE: LAKEWOOD NATIONAL GOLF CLUB, PHASE 1F (PRIVATE SUBDIVISION)  
PLN1807-0081  
SANITARY SEWER AND WATER MAIN**

**DEAR COMMISSIONERS:**

**BY ORDER OF LENNAR HOMES, LLC ("DEVELOPER"), WE HEREBY OPEN OUR CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-18513 IN FAVOR OF MANATEE COUNTY, FLORIDA ("COUNTY") IN THE AMOUNT OF SIX HUNDRED TWELVE THOUSAND NINETY ONE AND 35/100 US DOLLARS (\$612,091.35), EFFECTIVE AS OF OCTOBER 16, 2018, AND EXPIRING AT OUR OFFICE AT THE CLOSE OF BUSINESS ON OCTOBER 15, 2019.**

**WE ARE INFORMED THAT THE DEVELOPER HAS ENTERED INTO A WRITTEN REQUIRED IMPROVEMENTS AGREEMENT WITH THE COUNTY TO DEVELOP A PROJECT TO BE KNOWN AS LAKEWOOD NATIONAL GOLF CLUB, PHASE 1F - REQUIRED PUBLIC IMPROVEMENTS (SANITARY SEWER AND WATER MAIN), ("PROJECT") AND TO CONSTRUCT AND INSTALL THE REQUIRED IMPROVEMENTS AS DEFINED THEREIN, AS SHOWN IN THE CONSTRUCTION DRAWINGS FOR THE PROJECT WHICH ARE ON FILE WITH AND HAVE BEEN APPROVED BY THE COUNTY. THE REQUIRED IMPROVEMENTS ARE TO BE CONSTRUCTED AND COMPLETED TO THE SATISFACTION OF THE COUNTY AT LEAST THREE (3) MONTHS PRIOR TO THE EXPIRATION DATE OF THIS LETTER OF CREDIT.**

**FUNDS UNDER THIS CREDIT ARE AVAILABLE AND WILL BE PAID PROMPTLY TO THE COUNTY HEREUNDER NOT EXCEEDING IN THE AGGREGATE THE AMOUNT OF THIS CREDIT, AGAINST THE COUNTY'S SIGHT DRAFT(S) ON US, MENTIONING THIS LETTER OF CREDIT NUMBER, ACCOMPANIED BY (1) A STATEMENT PURPORTING TO BE SIGNED BY A COUNTY ENGINEER TO THE EFFECT THAT (A) THE DEVELOPER HAS FAILED TO COMPLETE THE REQUIRED IMPROVEMENTS WITHIN THE TIME PERIOD SPECIFIED AND (B) THAT SUCH FUNDS ARE REQUIRED TO EXERCISE THE COUNTY'S RIGHT TO COMPLETE THE REQUIRED IMPROVEMENTS AND TO PAY COSTS INCIDENTAL THERETO AND (2) THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY. THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE ENDORSED ON THE REVERSE SIDE THEREOF.**

**THIS LETTER OF CREDIT IS SUBJECT TO, GOVERNED AND ENFORCED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, AND EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98") AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF FLORIDA WILL CONTROL, WITHOUT REGARD TO PRIOR PRINCIPLES OF CONFLICT OF LAWS.**

**VERY TRULY YOURS,**

**FIDELITY GUARANTY AND ACCEPTANCE CORP**

  
**JACQUELINE DE SOUZA, VICE PRESIDENT**

  
**ATTEST/WITNESS: GRACE SANTAELLA, ASSISTANT SECRETARY**

**ACCEPTED IN OPEN SESSION:   
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY**

FIDELITY GUARANTY AND ACCEPTANCE CORP FIDELITY GUARANTY AND ACCEPTANCE CORP FIDELITY GUARANTY AND ACCEPTANCE CORP FIDELITY GUARANTY AND ACCEPTANCE CORP  
**FIDELITY GUARANTY AND ACCEPTANCE CORP**

700 NW 107 AVENUE SUITE 204

MIAMIA, FLORIDA 33172

PHONE: (305) 553-8724

OCTOBER 16, 2018

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-18514

**BENEFICIARY: BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA  
C/O PUBLIC WORKS DEPARTMENT/FISCAL SERVICES DIVISION**

**1022 26<sup>TH</sup> AVENUE EAST  
BRADENTON, FL 34208**

**APPLICANT: LENNAR HOMES, LLC  
10481 BEN C PRATT, SIX MILE CYPRESS PARKWAY  
FT MYERS, FL 33966**

**AMOUNT: USD \$1,737,272.88 (ONE MILLION SEVEN HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED SEVENTY TWO AND 88/100 US DOLLARS)**

**EXPIRATION: OCTOBER 15, 2019**

**RE: LAKEWOOD NATIONAL GOLF CLUB, PHASE 1F (PRIVATE SUBDIVISION)  
PLN1807-0081  
EARTHWORK, ROADWAY, DRAINAGE, WATER MAIN, AND RECLAIMED WATER MAIN**

**DEAR COMMISSIONERS:**

**BY ORDER OF LENNAR HOMES, LLC ("DEVELOPER"), WE HEREBY OPEN OUR CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-18514 IN FAVOR OF MANATEE COUNTY, FLORIDA ("COUNTY"), IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED SEVENTY TWO AND 88/100 US DOLLARS (\$1,737,272.88), EFFECTIVE AS OF OCTOBER 16, 2018, AND EXPIRING AT OUR OFFICE AT THE CLOSE OF BUSINESS ON OCTOBER 15, 2019.**

**WE ARE INFORMED THAT THE DEVELOPER HAS ENTERED INTO A WRITTEN REQUIRED IMPROVEMENTS AGREEMENT WITH THE COUNTY TO DEVELOP A PROJECT TO BE KNOWN AS LAKEWOOD NATIONAL GOLF CLUB, PHASE 1F - REQUIRED PRIVATE IMPROVEMENTS (EARTHWORK, ROADWAY, DRAINAGE, WATER MAIN, AND RECLAIMED WATER MAIN), ("PROJECT") AND TO CONSTRUCT AND INSTALL THE REQUIRED IMPROVEMENTS AS DEFINED THEREIN, AS SHOWN IN THE CONSTRUCTION DRAWINGS FOR THE PROJECT WHICH ARE ON FILE WITH AND HAVE BEEN APPROVED BY THE COUNTY. THE REQUIRED IMPROVEMENTS ARE TO BE CONSTRUCTED AND COMPLETED TO THE SATISFACTION OF THE COUNTY AT LEAST THREE (3) MONTHS PRIOR TO THE EXPIRATION DATE OF THIS LETTER OF CREDIT.**

**FUNDS UNDER THIS CREDIT ARE AVAILABLE AND WILL BE PAID PROMPTLY TO THE COUNTY HEREUNDER NOT EXCEEDING IN THE AGGREGATE THE AMOUNT OF THIS CREDIT AGAINST THE COUNTY'S SIGHT DRAFT(S) ON US MENTIONING THIS LETTER OF CREDIT NUMBER, ACCOMPANIED BY (1) A STATEMENT PURPORTING TO BE SIGNED BY A COUNTY ENGINEER TO THE EFFECT THAT (A) THE DEVELOPER HAS FAILED TO COMPLETE THE REQUIRED IMPROVEMENTS WITHIN THE TIME PERIOD SPECIFIED AND (B) THAT SUCH FUNDS ARE REQUIRED TO EXERCISE THE COUNTY'S RIGHT TO COMPLETE THE REQUIRED IMPROVEMENTS AND TO PAY COSTS INCIDENTAL THERETO AND (2) THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY. THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE ENDORSED ON THE REVERSE SIDE THEREOF.**

**THIS LETTER OF CREDIT IS SUBJECT TO, GOVERNED AND ENFORCED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, AND EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES - 1998, INTERNATIONAL CHAMBER OF COMMERCE - PUBLICATION NO. 590 ("ISP98") AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF FLORIDA WILL CONTROL, WITHOUT REGARD TO PRIOR PRINCIPLES OF CONFLICT OF LAWS.**

**VERY TRULY YOURS,**

**FIDELITY GUARANTY AND ACCEPTANCE CORP.**

**JACQUELINE DE SOUZA, VICE PRESIDENT**

**ATTEST/WITNESS: GRACE SANTAELLA, ASSISTANT SECRETARY**

**ACCEPTED IN OPEN SESSION  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY**

FIDELITY GUARANTY AND ACCEPTANCE CORP FIDELITY GUARANTY AND ACCEPTANCE CORP FIDELITY GUARANTY AND ACCEPTANCE CORP FIDELITY GUARANTY AND ACCEPTANCE CORP FIDELITY GUARANTY AND ACCEPTANCE CORP  
**FIDELITY GUARANTY AND ACCEPTANCE CORP**

700 NW 107 AVENUE SUITE 2004  
MIAMI, FLORIDA 33172  
PHONE (305) 553-8724



**OCTOBER 16, 2018**

**CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-18515**

**BENEFICIARY: BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA  
C/O PUBLIC WORKS DEPARTMENT/FISCAL SERVICES DIVISION  
1022 26<sup>TH</sup> AVENUE EAST  
BRADENTON, FL 34208**

**APPLICANT: LENNAR HOMES, LLC  
10481 BEN C PRATT, SIX MILE CYPRESS PARKWAY  
FT. MYERS, FL 33966**

**AMOUNT: USD \$24,718.72 (TWENTY FOUR THOUSAND SEVEN HUNDRED EIGHTEEN AND 72/100 US DOLLARS)**

**EXPIRATION: OCTOBER 15, 2019**

**RE: LAKEWOOD NATIONAL GOLF CLUB, PHASE 1F  
PDR-15-02/18-S-33(F)/FSP-15-74 - DTS#20150348  
COMMON AREA LANDSCAPING AND IRRIGATION**

**DEAR COMMISSIONERS:**

**BY ORDER OF LENNAR HOMES, LLC ("DEVELOPER") WE HEREBY OPEN OUR CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-18515 IN FAVOR OF MANATEE COUNTY, FLORIDA ("COUNTY"), IN THE AMOUNT OF TWENTY FOUR THOUSAND SEVEN HUNDRED EIGHTEEN AND 72/100 US DOLLARS (\$24,718.72), EFFECTIVE AS OF OCTOBER 16, 2018, AND EXPIRING AT OUR OFFICE AT THE CLOSE OF BUSINESS ON OCTOBER 15, 2019.**

**WE ARE INFORMED THAT THE DEVELOPER HAS ENTERED INTO A WRITTEN REQUIRED IMPROVEMENTS AGREEMENT WITH THE COUNTY TO DEVELOP A PROJECT TO BE KNOWN AS LAKEWOOD NATIONAL GOLF CLUB, PHASE 1F - REQUIRED PRIVATE IMPROVEMENTS (COMMON AREA LANDSCAPING AND IRRIGATION), ("PROJECT"), AND TO CONSTRUCT AND INSTALL THE REQUIRED IMPROVEMENTS AS DEFINED THEREIN, AS SHOWN IN THE CONSTRUCTION DRAWINGS FOR THE PROJECT WHICH ARE ON FILE WITH AND HAVE BEEN APPROVED BY THE COUNTY. THE REQUIRED IMPROVEMENTS ARE TO BE CONSTRUCTED AND COMPLETED TO THE SATISFACTION OF THE COUNTY AT LEAST THREE (3) MONTHS PRIOR TO THE EXPIRATION DATE OF THIS LETTER OF CREDIT.**

**FUNDS UNDER THIS CREDIT ARE AVAILABLE AND WILL BE PAID PROMPTLY TO THE COUNTY HEREUNDER NOT EXCEEDING IN THE AGGREGATE THE AMOUNT OF THIS CREDIT, AGAINST THE COUNTY'S SIGHT DRAFT(S) ON US MENTIONING THIS LETTER OF CREDIT NUMBER, ACCOMPANIED BY (1) A STATEMENT PURPORTING TO BE SIGNED BY A COUNTY ENGINEER TO THE EFFECT THAT (A) THE DEVELOPER HAS FAILED TO COMPLETE THE REQUIRED IMPROVEMENTS WITHIN THE TIME PERIOD SPECIFIED AND (B) THAT SUCH FUNDS ARE REQUIRED TO EXERCISE THE COUNTY'S RIGHT TO COMPLETE THE REQUIRED IMPROVEMENTS AND TO PAY COSTS INCIDENTAL THERE TO AND (2) THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY. THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE ENDORSED ON THE REVERSE SIDE THEREOF.**

**THIS LETTER OF CREDIT IS SUBJECT TO, GOVERNED AND ENFORCED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, AND EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98") AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF FLORIDA WILL CONTROL, WITHOUT REGARD TO PRIOR PRINCIPLES OF CONFLICT OF LAWS.**

**VERY TRULY YOURS,**

**FIDELITY GUARANTY AND ACCEPTANCE CORP**

**JACQUILINE DE SOUZA, VICE PRESIDENT**

**ATTEST/WITNESS:   
GRACE SANTAELLA, ASSISTANT SECRETARY**

**ACCEPTED IN OPEN SESSION 10/16/18  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY**

December 6, 2018 Land Use Meeting  
Agenda Item #4

Subject

Final Plat - Lakewood National Golf Club Phase I-F

Briefings

None

Contact and/or Presenter Information

Greg Marcotte, Planner I, Ext. 6215

Action Requested

1. Execute and Record Final Subdivision Plat;
2. Record the Amendment to the Declaration of Covenants, Conditions and Restrictions for Lakewood National Golf Club;
3. Authorize the County Administrator to accept, execute, and record Agreement for Private Subdivision with Public Improvements from Lennar Homes, LLC;
4. Authorize the County Administrator to accept, execute, and record Agreement for Private Subdivision Improvements from Lennar Homes, LLC;
5. Authorize the County Administrator to accept Clean Irrevocable Letter of Credit No. FGAC-18513 for Required Public Improvements, Lakewood National Golf Club Phase I-F, Fidelity Guaranty and Acceptance Corp for \$612,091.35;
6. Authorize the County Administrator to accept Clean Irrevocable Letter of Credit No. FGAC-18514 for Required Private Improvements, Lakewood National Golf Club Phase I-F, Fidelity Guaranty and Acceptance Corp for \$1,737,272.88;
7. Authorize the County Administrator to accept Clean Irrevocable Letter of Credit No. FGAC-18515 for Required Private Improvements, Lakewood National Golf Club Phase I-F, Fidelity Guaranty and Acceptance Corp for \$24,718.72.

Enabling/Regulating Authority

MANATEE COUNTY LAND DEVELOPMENT CODE ORDINANCE 15-17, AS AMENDED;

MANATEE COUNTY COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT GOAL 2.4, ADEQUATE PUBLIC FACILITIES IN ALL DEVELOPED OR DEVELOPING AREAS. The project has been issued a Certificate of Level of Service for Potable, Solid Waste, Sanitary Sewer, Transit, Drainage, Traffic, and Fire Protection, Objective 2.4.2 Concurrency, CLOS-16-008

**APPROVED** in Open Session  
**December 6, 2018**  
Manatee County Board of County  
Commissioners

Background Discussion

The Final Subdivision Plat of 74 Lots for Single Family Homes.

The Developer has posted Surety Bonds to warrant the required public and private infrastructure improvements - sewer, water, roadway, surveying, landscape-irrigation, and drainage.

All common areas will be maintained by Lakewood National Golf Club Inc.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records [12/7/18 QA emailed to the below list](#)

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

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Agreements.pdf](#)

Attachment: [Application.pdf](#)

Attachment: [Legal.pdf](#)

Attachment: [Bonding - Letters of Credit.pdf](#)



# PLN1807-0081 - Lakewood National Golf Club Phase IF Plat

Menu Help

File Date: [07/26/2018](#)

Application Status: [In Review](#)

Application Type: [Subdivision Final Plat](#)

Application Detail: [Detail](#)

Description of Work: [Construction of 74 single family residential homes.](#)

Application Name: [Lakewood National Golf Club Phase IF Plat](#)

Address: [BRADENTON, 34211](#)

Owner Name: [LENNAR HOMES LLC](#)

Owner Address: [10481 BEN C PRATT/SIX MILE CYPRESS PKWY, FORT MYERS, FL 33966](#)

Parcel No: [5815146590000-1121749616](#)

Contact Info: Name	Organization Name	Contact Type	Contact Primary Address	Status
<a href="#">LENNAR HOMES LLC</a>	<a href="#">LENNAR HOMES LLC</a>	Applicant	<a href="#">Mailing_10481 Six Mil...</a>	Active
<a href="#">Michael Ferdinand</a>	<a href="#">ZNS Engineering...</a>	Engineer	<a href="#">Mailing_201 5th Avenu...</a>	Active
<a href="#">ZNS Engineering</a>	<a href="#">ZNS Engineering</a>	Agent	<a href="#">Mailing_201 5th Avenu...</a>	Active

Licensed Professionals Info: Primary	License Number	License Type	Name	Business Name	Business License #
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Total Fee Assessed: [\\$4,740.00](#)

Total Fee Invoiced: [\\$4,740.00](#)

Balance: [\\$0.00](#)

### Custom Fields: Subdivision Final Plat Major

Project Information	Type of Development	Project Number	Total Project Area	Total Project Area Units
	<a href="#">Residential</a>	<a href="#">PDR-15-02/18-S-33(F)</a>	<a href="#">35.33</a>	<a href="#">Acres</a>
Is Owner a Corporation or Trust?		Original/Related Case Number	Number of Lots - Existing	Number of Lots - Proposed
<a href="#">Yes</a>		-	<a href="#">0</a>	<a href="#">74</a>
Was there a Pre-Application Meeting?		Pre-Application Meeting Number	Number of Residential Units - Existing	Number of Residential Units - Proposed
<a href="#">No</a>		-	-	-
Are there wetlands or native habitat in the project boundary?			Mylars Received	Flood Zone FIRM Panel
<a href="#">No</a>			-	<a href="#">A.X 12081C0355E</a>

Location Information	Historic Status	Water Provider	Sewer Provider	Roads
	<a href="#">No</a>	<a href="#">County</a>	<a href="#">County</a>	<a href="#">Private</a>
	Historic Status Description		Site Description	
	-		-	

000

More	Existing Land Use (This Parcel)	Residential	Commercial	Industrial	Vacant	Other
					<a href="#">1</a>	







**TITLE OPINION**

**PAVESE LAW FIRM**

1833 Hendry Street  
Fort Myers, FL 33901

**LAKEWOOD NATIONAL GOLF CLUB, PHASE 1F**

This Title Opinion is being rendered to the Board of County Commissioners of Manatee County for the sole and specific purpose of complying with Section 177.041(2); Florida statutes and the Manatee County Land Development Code and is based solely on the following: Old Republic National Title Insurance Company, Owners Title Policy with an effective date of December 11, 2015 at 3:29 p.m. and a search of the Public Records of Manatee County from December 11, 2015 through August 16, 2018 at 11:00 p.m., covering the property described on attached Exhibit "A" (the "Property").

Based upon the aforementioned information, as of August 16, 2018 at 11:00 PM, I hereby certify that fee simple title to the Property is vested in Lennar Homes, LLC a Florida limited liability company and Lakewood Ranch Stewardship District, an independent district of the State of Florida, the parties executing the offer of dedication appearing on the above plat. All property taxes, due and owing, have been paid on the land described herein as of the date of certification.

There are no mortgages on the Property.

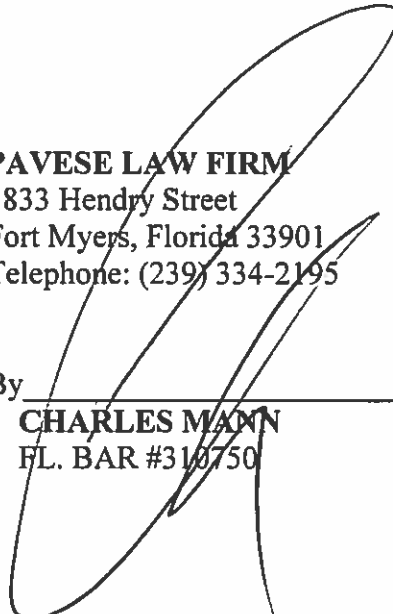
The following easements exist on the Property:

1. Easements contained in that certain Declaration of Covenants, Conditions and Restrictions for Lakewood National Golf Club recorded in Official Records Book 2665, Page 1482, as amended in that certain Certificate of Amendment recorded in Official Records Book 2665, Page 1482, as may be further amended, all of the Public Records of Manatee County, Florida.
2. Easements contained on the plat of Lakewood National Golf Club, a subdivision recorded in Plat Book 61, Page 26, Public Records of Manatee County, Florida.
3. Conservation Easement recorded in Official Records Book 2652, Page 4862, Public Records of Manatee County, Florida.

Dated this 5<sup>th</sup> day of September, 2018.

**PAVESE LAW FIRM**  
1833 Hendry Street  
Fort Myers, Florida 33901  
Telephone: (239) 334-2195

By \_\_\_\_\_  
**CHARLES MANN**  
FL. BAR #310750



## EXHIBIT "A"

LAKWOOD NATIONAL GOLF & COUNTRY CLUB, PHASE 1F

### DESCRIPTION:

TRACTS 615, 616, 617, 618, 619, 620 AND A PORTION OF TRACT 707 OF LAKWOOD NATIONAL GOLF CLUB, PHASE I, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 26 THROUGH 59 OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA, LYING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERN MOST CORNER OF TRACT 305 (PALMER CIRCLE, A PRIVATE ROAD) AND A POINT ON THE EASTERLY LINE OF TRACT 401 OF SAID PHASE I AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 41°11'00" E, AT A DISTANCE OF 675.00 FEET; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°54'50", A DISTANCE OF 128.58 FEET; (2) N 15°26'42" W, A DISTANCE OF 324.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 408.00 FEET; (3) NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53°22'19", A DISTANCE OF 380.06 FEET; (4) N 52°04'23" W, A DISTANCE OF 272.63 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID TRACT 707; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) N 81°05'00" E, A DISTANCE OF 1068.11 FEET; (2) S 59°48'00" E, A DISTANCE OF 1134.12 FEET; (3) S 69°20'00" E, A DISTANCE OF 152.37 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AFORESAID TRACT 620; THENCE N 87°51'26" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 67.51 FEET; THENCE S 81°06'40" W, A DISTANCE OF 139.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 438.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°59'10", A DISTANCE OF 382.12 FEET TO THE END OF SAID CURVE; THENCE S 24°20'24" W, A DISTANCE OF 210.42 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 36°57'01" W, AT A DISTANCE OF 685.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°37'33", A DISTANCE OF 115.08 FEET TO THE END OF SAID CURVE; THENCE N 46°34'34" E, A DISTANCE OF 35.04 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 47°49'39" E, AT A DISTANCE OF 100.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°14'27", A DISTANCE OF 157.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 48°04'05" E, A DISTANCE OF 107.72 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67°25'44", A DISTANCE OF 294.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 64°30'11" E, A DISTANCE OF 243.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 120°48'36", A DISTANCE OF 105.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 56°18'25" W, A DISTANCE OF 36.66 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF TRACT 900 OF SAID PHASE I; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES: (1) N 87°26'38" W, A DISTANCE OF 100.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 658.00 FEET; (2) SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°01'43", A DISTANCE OF 310.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (3) S 65°31'40" W, A DISTANCE OF 160.61 FEET TO A POINT ON THE ARC OF

LAKWOOD NATIONAL GOLF CLUB, PHASE 1F

A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 51°59'26" W, AT A DISTANCE OF 675.00 FEET; (4) NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°27'26", A DISTANCE OF 276.35 FEET; (5) S 28°32'00" W, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF TRACT 400 OF SAID PHASE I AND A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 28°32'00" W, AT A DISTANCE OF 625.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT AND BEING A PORTION OF SAID NORTHERLY LINE, THROUGH A CENTRAL ANGLE OF 28°32'00", A DISTANCE OF 311.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 90°00'00" W, A DISTANCE OF 596.76 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AND ALONG A PORTION OF THE NORTHERLY LINE OF SAID TRACT 400 AND TRACT 519 OF SAID PHASE I, THROUGH A CENTRAL ANGLE OF 41°11'00", A DISTANCE OF 449.24 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF AFORESAID TRACT 305; THENCE N 41°11'00" W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

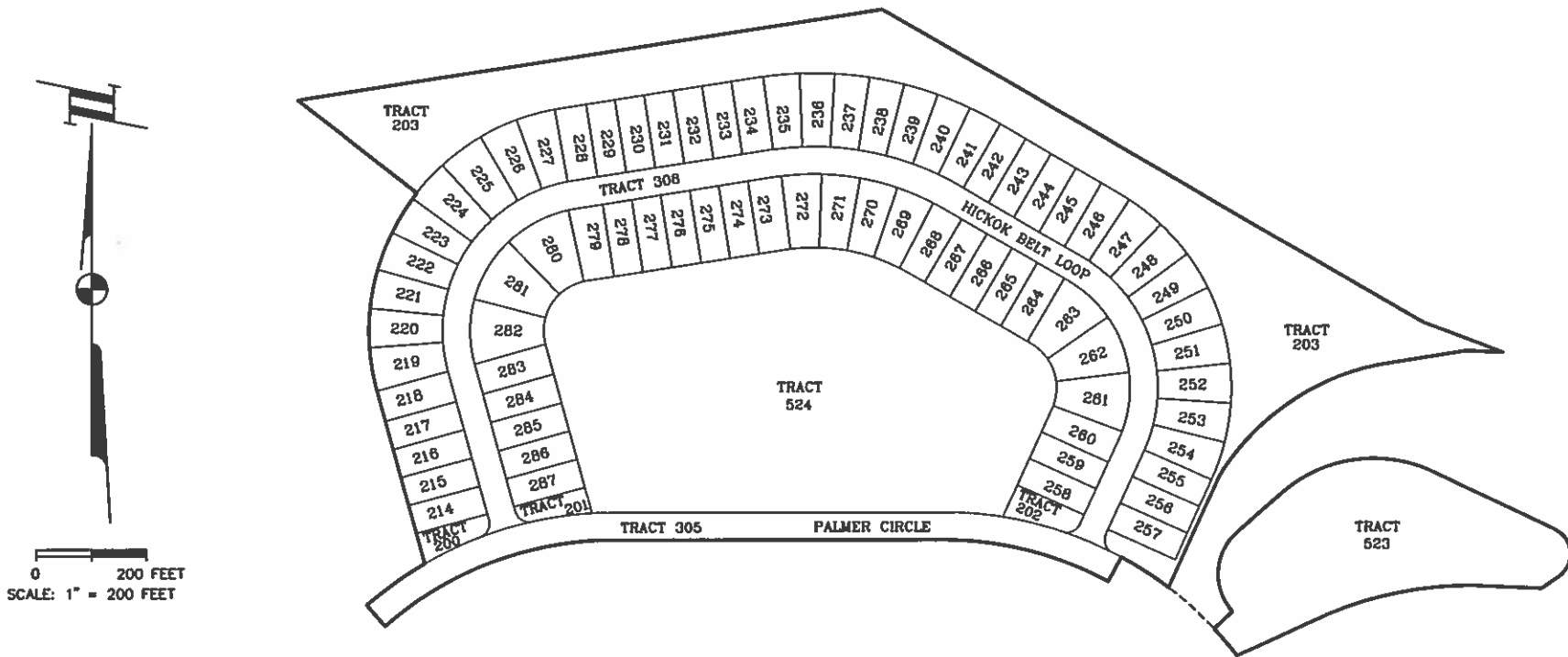
COMMENCE AT THE AFORESAID NORTHERN MOST CORNER OF TRACT 305 (PALMER CIRCLE, A PRIVATE ROAD); THENCE N 88°48'39" E, A DISTANCE OF 1449.08 FEET TO THE POINT OF BEGINNING; THENCE N 24°20'24" E, A DISTANCE OF 10.25 FEET TO A POINT ON THE ARC OF A CURVE TO RIGHT WHOSE RADIUS POINT BEARS S 36°57'01" W, AT A DISTANCE OF 685.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°37'33", A DISTANCE OF 115.08 FEET; THENCE S 46°34'34" W, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF AFORESAID TRACT 900 AND A POINT ON THE ARC OF A CURVE TO LEFT WHOSE RADIUS POINT BEARS S 46°34'34" W, AT A DISTANCE OF 675.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09°26'09", A DISTANCE OF 111.16 FEET TO THE POINT OF BEGINNING.

**LAKEWOOD NATIONAL GOLF CLUB, PHASE I-F**

A SUBDIVISION

REPLAT OF TRACTS 615, 616, 617, 618, 619, 620 AND  
A PORTION OF TRACT 707 OF LAKEWOOD NATIONAL GOLF  
CLUB, PHASE I, RECORDED IN PLAT BOOK 61, PAGE 26  
OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA

IN  
SECTION 13, TOWNSHIP 35 SOUTH, RANGE 19 EAST  
MANATEE COUNTY, FLORIDA



**ZNS Engineering, L.C.**

ENGINEERS, PLANNERS, SURVEYORS & LANDSCAPE ARCHITECTS  
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34208

# ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

July 25, 2018

Case Manager  
Manatee County Building and Development Services  
1112 Manatee Ave. West 4<sup>th</sup> Floor  
Bradenton, FL 34205

Re: Lakewood National Golf Club Phase IF Final Plat  
ZNS Project No.: 43743

This letter will certify that the following items are not a requirement of this Plat.

- There are no private improvements in the public right of way (paver brick, right of way islands, etc.)
- The POMD/BOS will be executed as a part of the Defect Turnover
- There are no off-site easements
- Infrastructure improvements will be bonded
- There is no Mortgage Joinder

We trust the above satisfies your requirements for Plat submittal. If you have any further questions, please contact us.

Sincerely,  
ZNS Engineering, L.C.



Michael Ferdinand, P.E.  
Project Manager



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

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

Date Issued: May 20, 2016                      Expiration Date: May 20, 2019

CERTIFICATE NUMBER: CLOS-16-008

Project Name: Lakewood National Golf & Country Club Phase I

Project File No.: PDR-15-02(P)/15-S-48(P)/FSP-15-74

Type of Development Order: Final Site Plan

Location:    Sec. 13, 14, 23, 24                      Twp. 35                      Range 19

DP# 581700059, 585400189, 581500006, 585700079                      Land Acres 824.9

ADDRESS 17501 SR 70, SCT                      WATER TREATMENT PLANT SE

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

Transportation Planning found that the TIA was prepared consistent with the approved methodology and applicable policies and regulations. Based on staff review and findings, Transportation Planning approves the Lakewood National Golf and Country Club Phase I TIA.

**Concurrency Improvements:**

The TIA identified three off-site concurrency-related improvements which are directly attributed to project impacts. These improvements shall be constructed concurrently with the connection to the project access point. These improvements are listed below and need to be installed, certified, inspected, and accepted prior to approval of the first final plat.

1. 172<sup>nd</sup> Street East/Uihlein Road
  - i. Construct the outside two lanes of a four lane section on 172<sup>nd</sup> Street East/Uihlein Road from SR 70 to 100 feet beyond the north access point (Lakewood National Parkway).
2. 172<sup>nd</sup> Street East/Uihlein Road @ SR 70
  - i. Construct an eastbound left turn-lane of 810 feet which includes a 405 foot queue.
  - ii. Construct a southbound left turn-lane of 230 feet which includes 75 feet of queue.

**Access**

The TIA also included review of the site access points. The project has access to the

thoroughfare roadway network via 172<sup>nd</sup> Street East/Uihlein Road. There were no opposing volumes to analyze the westbound or southbound movements therefore, the turn-lanes were designed using FDOT Index 301 on the site plan and the Engineer of Record has designed a four lane boulevard section to accommodate the future required turn-lane lengths. The northbound right turn-lane was analyzed in the TIA and the results are listed below. The Lakewood National Golf and Country Club Phase 1 site plan identified the following site related improvement on 172<sup>nd</sup> Street East/Uihlein Road at Lakewood National Parkway:

**Phase I condition:**

1. 172<sup>nd</sup> Street East/Uihlein Road @ Lakewood National Parkway:
  - i. Construct a westbound left turn-lane with the length to be determined by the Engineer of Record.
  - ii. Construct a westbound right turn-lane with the length to be determined by the Engineer of Record.
  - iii. Construct a northbound right turn-lane of 155 feet which consist of a 50 foot taper.

FDOT also completed a review of the Lakewood National Golf and Country Club TIA and requested a full buildout analysis for the three access points on SR 70 for the buildout year 2018. A list of the Lakewood National Golf and Country Club buildout improvements are listed below.


**Build out condition**

1. Future 172<sup>nd</sup> Street East/Uihlein Road @ SR 70:
  - i. Construct an eastbound left turn-lane of 905 feet which includes a 500 foot queue.
  - ii. Construct a westbound right turn-lane of 405 feet.
2. Future Bourneside Boulevard @ SR 70:
  - i. Construct an eastbound left turn-lane of 805 feet which includes a 400 foot queue.
  - ii. Construct a westbound right turn-lane of 405 feet.
3. Future Bridgewater East @ SR 70:
  - i. Construct an eastbound left turn-lane of 555 feet which includes a 150 foot queue.

A traffic study will be required with every final site plan which includes a trip generation table that estimates the cumulative project trips and cumulative P.M. peak hour trips.

**APPROVAL:**

**This development complies with the Comprehensive Plan Concurrency requirements:**



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**Approved by: Public Works Dept., Transportation Planning Division  
(Traffic circulation, mass transit, drainage, solid waste, parks, potable water, sanitary sewer,  
school facilities)**

\*234 single family units, 530 multifamily units

EXHIBIT "B"

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
LAKEWOOD NATIONAL GOLF CLUB, INC.  
A FLORIDA CORPORATION NOT-FOR-PROFIT**

The undersigned incorporator, a resident of the State of Florida, hereby adopts the following Amended and Restated Articles of Incorporation and files the same with the Secretary of the State of Florida in order to form a corporation not for profit in accordance with the laws of the State of Florida, including but not limited to Chapters 617 and 720.

**ARTICLE I:  
NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of this corporation is: LAKEWOOD NATIONAL GOLF CLUB, INC., hereinafter sometimes called the "Association." The principal office and mailing address of this corporation shall be: 10481 Six Mile Cypress, Fort Myers, Florida 33966.

These Articles of Incorporation may hereinafter be referred to as the "Articles", and the bylaws of the Association may hereinafter be referred to as the "Bylaws." The Association is not a condominium association under Chapter 718, Florida Statutes.

**ARTICLE II:  
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members hereof. This Association is formed specifically to promote the health, safety and general welfare of the owners of all or any portion of land located within the residential development known as "Lakewood National Golf Club" lying and being in Manatee County, Florida, including without limitation, any additional land that may be brought within the jurisdiction of the Association by proper filing and recording in the Public Records of Manatee County, Florida of a Supplement to the Declaration of Covenants, Conditions, Restrictions and Easements for Lakewood National (the said Declaration, inclusive of all supplements and amendments thereto, are hereinafter referred to as the "Declaration"). This Association is formed generally to perform any legal act or to perform any legal duty or obligation as may legally be permitted by the Florida Not For Profit Corporation Act, *Florida Statutes*, Chapter 617. All terms used herein that are defined in the Declaration shall have the same meaning as set forth in the Declaration.

The powers of the Association include but are not limited to: (a) own and convey property; (b) establish rules and regulations; (c) assess members and enforce assessments; (d) to sue and to be sued; (e) operate and maintain common property, specifically including the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes,

floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas (collectively "surface water management systems") or to contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company; (f) require all lot owners to be members, (g) such purposes and powers as may be set forth in the Declaration, as same may be amended and supplemented from time to time; and (h) to take any other action necessary for the purposes for which the Association is organized.

Notwithstanding anything in the above to the contrary, no part of the net earnings of the Association shall inure to the benefit of any member within the meaning of Section 501(c) (7) of the Internal Revenue Code of 1986, nor shall the Association engage in any other activity or perform any act in violation of any provision governing such tax exempt organizations as determined by the federal revenue laws. The Association's amount of earnings, if any, is not to be taken into account in any manner for the purpose of determining whether there should be a rebate of any assessment paid or the amount of the rebate.

### **ARTICLE III: MEMBERS/VOTING**

Every person or legal entity, who is a record Owner of a present fee simple interest in any Lot, or portion thereof which is subject to the Declaration, shall be a Member of the Association. Membership in the Association, the designation of Membership Classification(s), if any, the qualifications and rights of Members, quorum and voting requirements for meetings and activities of the Members, and notice requirements sufficient to provide notice of meetings and activities of the Members shall be in accordance with and subject to the provisions set forth in the Declaration and the By-Laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, or portion thereof that is subject to the provisions of the Declaration.

### **ARTICLE IV: CORPORATE EXISTENCE AND DISSOLUTION**

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Corporation shall have perpetual existence. Notwithstanding anything in the foregoing to the contrary, the Association may be terminated in accordance with the Declaration and the Bylaws, subject however to any required prior governmental approval, and provided that upon such termination proper written consent must be duly recorded in the Public Records of Manatee County, Florida. In the event of dissolution, the assets owned by the Association, including without limitation, the control and right of access to all surface water management system facilities, shall be conveyed or dedicated to an appropriate agency of local government, and if such agency refuses to accept such assets, then such assets shall be transferred to a non-profit corporation similar to the Association.

**ARTICLE V:  
BOARD OF DIRECTORS**

The business affairs of the Association shall be managed by a Board of Directors consisting initially of three (3) Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the By-Laws of the Association, but in no event shall there be less than three (3) Directors. All Directors shall be appointed, elected, removed, or replaced as the case may be, and shall serve for such terms as may be provided from time to time in the By-Laws.

The names and addresses of the persons constituting the first Board of Directors are as follows:

<u>Name:</u>	<u>Address:</u>
David Negip	10481 Six Mile Cypress, Fort Myers, Florida 33966
Darin McMurray	10481 Six Mile Cypress, Fort Myers, Florida 33966
Lance Ellis	10481 Six Mile Cypress, Fort Myers, Florida 33966

**ARTICLE VI:  
OFFICERS**

The Association shall have the Officers described in the Bylaws, who shall be elected or appointed at such time and for such terms as provided in the Bylaws. The names of the first appointed Officers of the Association are as follows:

<u>Name:</u>	<u>Title:</u>
David Negip	President
Darin McMurray	Vice President
Lance Ellis	Secretary/Treasurer

**ARTICLE VII:  
INCORPORATOR**

The name and address of the Incorporator is as follows:

Christopher Shields  
Pavess Law Firm  
1833 Hendry Street  
Fort Myers, Florida 3390

LAKEWOOD NATIONAL GOLF CLUB, INC. – AMENDED AND RESTATED  
ARTICLES OF INCORPORATION

**ARTICLE VIII:**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial Registered Office of the Corporation is 1833 Hendry Street, Fort Myers, Florida 33901. The name of the initial Registered Agent of the Corporation is Pavese Law Firm, 1833 Hendry Street, Fort Myers, Florida 33901.

**ARTICLE IX:**  
**AMENDMENTS**

Amendments to these Amended and Restated Articles of Incorporation may be proposed by a majority of the Board of Directors of the Association and approved in the manner provided in Chapter 617, Florida Statutes; provided however, that (i) to the maximum extent lawful the Declarant may unilaterally amend these Articles and/or shall have the right to approve any proposed amendments hereto not initiated by the Declarant and (ii) if not unilaterally amended by the Declarant, the vote required to amend these Articles shall be 66 2/3% of the total votes of the Members; and (iii) notwithstanding any provision of these Articles to the contrary, no amendment shall abridge, reduce, amend, affect or modify the rights of Declarant without the prior written consent of the Declarant, which consent may be withheld for any reason whatsoever.

Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered and shall otherwise be given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

**ARTICLE X:**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All Officers and Directors shall be indemnified by the Association for and against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any Officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all Officers and Directors for any liability asserted against them or incurred by them in their capacity as Officers and Directors or arising out of their status as such.

**ARTICLE XI:  
INTERPRETATION**

Express reference is hereby made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions of these Articles shall be consistent with the provisions of the Declaration, and these Articles shall be interpreted, construed and applied so as to avoid inconsistencies or conflicting results. In case of any conflict between these Amended and Restated Articles of Incorporation and the By-Laws, these Amended and Restated Articles shall control. In case of any conflict between these Amended and Restated Articles of Incorporation and the Declaration, the Declaration shall control.

**EXHIBIT "C"**

**BYLAWS  
OF  
LAKEWOOD NATIONAL GOLF CLUB, INC.**

**1. GENERAL** These are the Bylaws of Lakewood National Golf Club, Inc., (hereinafter the "Association"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

**1.1 Principal Office.** The principal office of this corporation shall initially be located at 10481 Six Mile Cypress Parkway, Fort Myers, Florida, 33912 and subsequently at such other place as may be established by resolution of the Board of Directors.

**1.2 Definitions.** All terms defined in the Declaration of Covenants, Condition and Restrictions for Lakewood National Golf Club ("Declaration") to which these Bylaws were attached as an exhibit when it was originally recorded, shall be used with the same meanings as defined therein.

**1.3 Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

**2. MEMBERSHIP AND VOTING RIGHTS.** The classes of membership shall be as more fully set forth in Article 4 of the Declaration.

**2.1 Membership.** Every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who merely holds record ownership merely as security for the performance of an obligation shall not be a Member of the Association.

**2.2 Voting Rights.** The votes of the classes of Members of the Association shall be cast by their respective classes of Voting Members as follows:

**Class A.** Class A Members shall be all those owners, as defined in Section 2.1, with the exception of the Declarant (as to Declarant, as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify).

**Class B.** The Declarant shall be a voting Member for each Lot or Living Unit it owns. Declarant Membership and voting rights shall cease to exist at the Turnover Meeting described in Section 8.2 of these Bylaws, but all of the Declarant's other rights and privileges as the Declarant, as set forth elsewhere in this Declaration or in the Bylaws, shall continue as long as the Declarant holds any property within the Community for sale in the ordinary course of business. If the Declarant conveys undeveloped property within the Community to a successor developer, the Declarant may assign its Declarant Membership and/or some or all of its voting rights and privileges to the successor



developer. Until the turnover of control as described in Section 8 below, the Declarant shall have the number of votes in all matters equal to the total combined votes of the other classes of members, plus 100 votes.

**2.3 Rights and Privileges of Members.**

(A) Every Member shall have the right to:

- (1) Have his vote cast at the meetings of the members;
- (2) Serve on the Board if elected;
- (3) Serve on committees; and
- (4) Attend membership meetings.

Each member is encouraged to take an active interest in Association affairs.

(B) Every member in good standing shall have the privilege of using and enjoying the Common Areas in accordance with the type of membership held by the member, subject to the rules of the Association and the right of the Association to charge admission and other fees for the use of any facilities.

(C) A member is in good standing if he is current in the payment of all assessments and other financial obligations to the Association, and his membership is not suspended.

**2.4 Delegation of Rights to use Common Areas.**

(A) In accordance with Section 4.4 of the Declaration, a member may delegate his privilege to use the Common Areas to:

- (1) A reasonable number of guests if accompanied by the member; or
- (2) Residential tenants who reside in the member's Living Unit

(B) In the case of residential tenants of the member's Living Unit, the delegating member must give prior written notice to the Association of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(C) A member who has delegated his use privileges and is not in residence in Lakewood National Golf Club may not use Common Areas during the period of the delegation, except as a guest of another member. A member may not be the guest of his tenant.

(D) Members shall be responsible for keeping the Association informed as to the identity and relationship of any persons who normally reside with the member and intend to utilize the Common Areas.

(E) The Board of Directors may limit the number of guests or the frequency or duration of any member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or guests, which fees may be different from fees charged to members for their use.

**2.5 Suspension of Membership.** As further provided in Section 10 of the Declaration, the Board may suspend a member's membership in the Association:

(A) For the period of time during which an assessment against the member remains unpaid more than ninety (90) days after the date it was due and payable; or

(B) For a reasonable period during or after any infraction of the Association's rules and regulations by a member or by any person to whom he has expressly or impliedly delegated his use privileges; or

(C) For misuse, abuse, or intentional destruction of Association property, real or personal.

Suspension of any member's membership temporarily revokes the member's rights and privileges to use and enjoy Common Areas and facilities and to participate in Association affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Association to assess and collect any future assessment and lien, nor shall it impair the member's right of access to, and use of, his own property in a manner consistent with the Governing Documents.

### **3. MEMBERS' MEETINGS.**

**3.1 Annual Meeting.** The annual meeting shall be held in either Manatee County, at a date, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the Governing Documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

**3.2 Special Members' Meetings.** Special members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by members entitled to cast at least ten percent (10%) of the votes of the Association. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the item specified in the request or contained in the notice of meeting.

**3.3 Quorum.** A quorum shall be attained at a members meeting by the presence, in person or by proxy, of at least thirty percent (30%) of the total voting interests.

**3.4 Vote Required to Transact Business.** The acts or resolution approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the Governing Documents.

**3.5 Notice of Meetings.** Written notice of meetings shall be mailed or hand-delivered to each member at the address last provided to the Association by the members. The notices must be mailed or delivered by the Association not less than fourteen (14) days prior to the date of the meeting. Notice may also be furnished by electronic transmission to any member who has consented to receive notice by electronic transmission. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association.

**3.6 Adjourned Meetings.** Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes, as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes, as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

**3.7 Order of Business.** The order of business at Members' meetings shall be substantially as follows:

- (A) Determination that a quorum has been attained.
- (B) Reading or waiver of reading of minutes of last Members' meeting.
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

**3.8 Minutes.** Minutes of all meetings of the Members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

**3.9 Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer on questions of

parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

**3.10 Action by Members without a Meeting.** Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

**4. BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the members only when such is expressly required.

**4.1 Powers.** The Board shall have the authority to:

(A) Manage and control the affairs of the Association.

(B) Appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

(C) Establish, levy, assess, and collect any assessment or charge provided for in the Governing Documents.

(D) Designate one or more financial institution(s) as depository for Association funds, and the officer(s) authorized to make withdrawals therefrom.

(E) With the prior consent of at least a majority of the voting interests, borrow money for Association purposes, and assign, pledge, mortgage or encumber any Common Areas or future revenues of the Association as security therefor;

(F) Adopt, amend or revoke rules and regulations relating to the use of Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Association and its Members. The Board may also establish and levy fees for the use of Common Areas or Association property;

(G) Cause the Association to employ sufficient personnel to adequately perform the responsibilities of the Association;

(H) Negotiate and enter into contracts for the maintenance and operation of the Common Areas;

(I) Make improvements to the Common Areas.

(J) Establish committees of the Association and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;

(K) Acquire property, real or personal, and enter into agreements with any persons, including Declarant, relating to the orderly transfer of property from said person to the Association and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the Governing Documents and necessary for the proper functioning of the Association.

**4.2 Management by Directors.** The property, business and affairs of the Association shall be managed and conducted by a Board of Directors of no fewer than three (3) or more than seven (7) members.

**4.3 Election of Directors.** Except as otherwise provided herein, and for the first Board of Directors and their Declarant-appointed replacements, Directors shall be elected by the Members at the Annual Meeting of the Association. Notwithstanding the foregoing, until such time as the Class B Membership in the Association terminates, the Class B Voting Member shall have the right to appoint each and every member of the Directors of the Association by written notice to such effect or by an announcement reflected in the minutes of the Annual Meeting of the Association, without the necessity of a vote.

At the Annual Meeting next following the date upon which ninety percent (90%) of the Lots to ultimately be located within the Lands have been conveyed to Class A Members, the Class A Members shall elect a majority of the Board of Directors.

As used herein, the total number of Lots to ultimately be located within the Lands shall be established by written notice from Declarant to the Association and shall be based upon a reasonable projection of same made by Declarant subject to change from time to time. The Association shall be entitled to rely upon the last notice to such effect received from Declarant when the Association conducts an election as aforesaid. Further, once the Class A Members have elected a majority of the Directors, no change in the number of Lots to ultimately be located within the lands shall decrease the number of Directors that the Class A Members are entitled to elect.

Within 90 days after being elected or appointed to the Board, each Director shall certify in writing to the secretary of the Association that he or she has read the Association's declaration of covenants, articles of incorporation, bylaws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of the written certification, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within 1 year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted

tenure of the director on the Board. A director who does not timely file the written certification or educational certificate is suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each director's written certification or educational certificate for 5 years after the director's election; however, the failure to retain the certificate does not affect the validity of any Board action.

**4.4 Term of Office.** Except as provided herein to the contrary, the term of each Director's service shall extend until the next Annual Meeting and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Class B Voting Member shall serve at the pleasure of the Class B Voting Member.

**4.5 Vacancies and Removal.**

(A) Except as to vacancies resulting from removal of Directors by Voting Members (as addressed in subsection (B) below), vacancies in the Board of Directors occurring between Annual Meetings of Members shall be filled by the remaining Directors at any Board meeting, provided that (i) all vacancies in directorships to which Directors were appointed by the Class B Member shall be filled by the Class B Member without the necessity of any meeting and (ii) a vacancy in a directorship elected by Class A Voting Members shall be filled with a Class A Member.

(B) Any Director elected by the Voting Members (other than the Class B Member) may be removed by concurrence of a majority of the votes of the Class A Voting Members at a special meeting called for that purpose or by written agreement signed by the Voting Members entitled to cast a majority of the Class A votes. The vacancy in the Board of Directors so created shall be filled by the Voting Members at a special meeting called for such purpose, or by the Board of Directors if such meeting does not occur within five (5) days of the removal.

(C) A Director or Officer charged by information or indictment with a felony theft or embezzlement offense involving the association's funds or property is removed from office. The Board shall fill the vacancy according to general law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or Officer shall be reinstated for any remainder of his or her term of office.

**4.6 Organizational Meeting.** An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

**4.7 Regular Meetings.** After turnover of control, regular meetings of the Board shall be held at such time and place in Manatee County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days before the day named for such meeting. At regular meetings any business of the Association may be transacted. If any Director elected by the Members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the

Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor.

**4.8 Special Meetings.** Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, facsimile, telephone or telegram, which notice shall state the time, place, and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

**4.9 Waiver of Notice by Directors.** Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

**4.10 Board Meetings; Notice to Members.** A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Association business. All meetings of the Board shall be open to all members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance of a meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of such assessments. Any owner may tape-record or videotape meetings of the Board and meetings of the members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

**4.11 Quorum of Directors.** A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

**4.12 Vote Required.** Except as otherwise required by law or the Governing Documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

**4.13 Adjourned Meetings.** The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

**4.14 The Presiding Officer.** The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

**4.15 Compensation of Directors and Officers.** Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

**4.16 Emergency Powers.** In the event of an "emergency" as defined in Paragraph 4.16(G) below, the Board of Directors of the Association may exercise the emergency powers as described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers of whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Director or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

(1) a state of emergency declared by law enforcement authorities;

(2) a hurricane warning;

(3) a partial or complete evacuation order;

(4) designation by federal or state government as a "disaster area;" or

(5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.



**4.17 Committee Meetings.** The provisions of this Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of all committees or other similar bodies specified in the Governing Documents, and to any committee or similar body appointed by the Board or any member thereof, or elected by the members, to which the Board has delegated its decision-making powers. The meetings of any committee vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Association must be conducted with the same formalities as required for meetings of the Board.

## **5. OFFICERS.**

**5.1 Officers and Elections.** The executive officers of the Association shall be a President, and one or more Vice-Presidents, who must be Directors of the Association, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

**5.2 President.** The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts or documents requiring the seal of the Association, except where such are permitted by law to be otherwise executed, and the power to execute is delegated by the Board of Directors to another officer or agent of the Association.

**5.3 Vice-Presidents.** The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

**5.4 Secretary.** The Secretary shall attend the meetings of the Board and meetings of the members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

**5.5 Treasurer.** The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Association, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors, and prepare the budget for the Association. He shall disburse the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the

regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

**6. ARCHITECTURAL REVIEW COMMITTEE.** The ARC provided for in Section 6 of the Declaration shall be selected, and conduct its affairs as provided in this Section.

**6.1 Members; Qualification.** The Architectural Review Committee, hereinafter the "ARC," shall initially be composed of three (3) persons, all appointed by the Declarant, who may also be Directors of the Association. After the Declarant no longer has a right to appoint the ARC, the size of the ARC shall be increased to five (5) persons. Except for those appointed by the Declarant, and as otherwise provided in Section 6.5 below, no member of the ARC shall be a Director. Whenever possible and practical, one of the committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

**6.2 Selection; Terms.** The members of the ARC shall be appointed by the President of the Association to serve terms of one year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the voting interests, and not by the officers or Directors.

**6.3 Compensation.** If approved by the Board of Directors, any or all members of the ARC may be compensated for their services.

**6.4 Meetings.** The ARC shall meet as necessary, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be provided to each owner at least one week in advance, and any Owner wishing to appear before the ARC may do so. Special meetings may be called as needed by the Chairman. Notwithstanding anything herein to the contrary, during Declarant control, the Declarant may appoint one (1) person who shall be empowered to serve on behalf of and act for the Architectural Review Committee.

**6.5 Procedures; Voting.** A majority of the members of the ARC present in person at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire committee. Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARC, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Association. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least five years.

**7. FISCAL MATTERS.** The provisions for assessments and fiscal management of the Association set forth in the Declaration of Covenants shall be supplemented by the following provisions:

**7.1 Depository.** The Association shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of

deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

**7.2 Budget.** The Board of Directors shall, at a meeting each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Declarant, or another person. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

**7.3 Reserves.** The Board may, but shall not be obligated to, establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

**7.4 Fidelity Bonds.** The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Association handling or responsible for Association funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

**7.5 Accounts and Accounting Procedures.** The financial and accounting records of the Association must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Association.
- (D) Any other records that identify, measure, record or communicate financial information.

**7.6 Financial Reporting.** The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member.

**7.7 Application of Payments and Commingling of Funds.** All monies collected by the Association may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Association shall be kept in conformity to generally accepted accounting principles and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an

Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

**7.8 Fiscal Year.** The fiscal year for the Association shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

**7.9 Payment of Assessments.** The Association shall make annual assessments based on the adopted budgets shall be payable annually (due on January 1 of each year or such other date as the Board of Directors may determine). Assessments and Special Assessments as the term is used in this Section 7.9 and 7.10 are assessments levied by the Association and shall not be confused with assessments which are levied by any local government (county, municipality or CDD). Written notice of the annual assessment shall be sent to all owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

**7.10 Special Assessments.** Special assessments may be imposed by the Association's Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment.

**7.11 Proof of Payment.** Within fifteen (15) days after receipt of request from the Owner, mortgagee, or purchaser of a Lot or Living Unit, the Association shall furnish a written statement certifying that all assessments then due from any Lot or Living Unit have been paid, or indicating the amounts then due.

**7.12 Suspension.** The Association shall not be required to transfer Memberships on its books or to allow the exercise of any rights or privileges of Membership on account thereof to any owner, or to any persons claiming under an owner, unless and until all assessments and charges to which said owner and his Lot or Living Unit is subject have been paid in full.

## **8. TURNOVER OF CONTROL OF ASSOCIATION.**

**8.1 Time of Turnover.** Turnover of control of the Association occurs when the Class A Members are first entitled to elect a majority of the Directors of the Association. Class A Members shall be entitled to assume control of the Association by electing the entire Board of Directors not later than ninety (90) days after the conveyance of title, to owners other than Declarant, of at least ninety percent (90%) of the Lots within the Lands. At that time the Directors appointed by the Declarant shall resign. The election shall occur at a meeting of the members (the Turnover Meeting).

**8.2 Procedure for Calling Turnover Meeting.** No less than sixty (60) days prior to the Turnover Meeting, the Association shall notify in writing all Members of the date of the Turnover Meeting. At the Turnover Meeting the Directors elected by the Members as further provided in Section 4 above, and all but one of the Directors previously appointed by the Declarant, shall resign.

**8.3 Early Turnover.** The Declarant may turn over control of the Association to the Members prior to the time for turnover set forth above, by causing all but one of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Class A Members to elect the other Directors and assume control of the Association. If at least sixty (60) days' notice of Declarant's decision to cause its appointees to resign

is given as described in Section 8.2 above, neither the Declarant, nor such appointees shall be liable in any manner in connection with such resignations if the Members refuse or fail to assume control.

**8.4 Declarant Representative.** The Declarant is entitled to appoint at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots or Living Units in the Community. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting a majority of the Directors.

**8.5 Turnover - "As Is".** When owners other than Declarant assume control of the Association by electing the majority members on the Board of Directors, the Association will accept turnover of the common areas and facilities in their "as is" condition, without recourse. The Declarant makes no representations, to the fullest extent permitted by law, and disclaims all warranties, expressed or implied, in law or in fact, with respect thereto, including without limitation representations or warranties or merchantability or fitness for any particular purpose, in representations or warranties regarding the construction, design, adequacy of size or capacity in relation to the utilization, date of completion, future economic performance, or operations of, or the materials, furniture, or equipment which have been used in the common areas and facilities at the time of turnover, the Association accepts the conditions of all common areas and common area facilities from the Declarant without recourse against the Declarant herein.

**9. AMENDMENT OF BYLAWS.** Amendments to these Bylaws shall be proposed and adopted in the following manner:

**9.1 Proposal.** Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by at least twenty-five percent (25%) of the voting interests of the Association. Once so proposed, the amendments shall be submitted to a vote of the Members at a meeting no later than the next annual meeting for which notice can still properly be given.

**9.2 Vote Required.** Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be amended by concurrence of at least two thirds (2/3) of the voting interests present and voting at any annual or special meeting, provided that the text of any proposed amendment has been given to the Members with notice of the meeting.

**9.3 Amendment by Board.** As long as Declarant Membership exists, the Board of Directors, by majority vote, may unilaterally amend these Bylaws in any manner which it deems advisable, including but not limited to amendments to correct errors or conform the Bylaws to any applicable statute or local ordinance. Such amendments shall not require consent of the Members.

**9.4 Certificate; Recording.** A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-president of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Declaration was originally recorded.

**10. MISCELLANEOUS.**

**10.1. Gender; Number.** Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

**10.2 Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

**10.3 Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration or the Articles of Incorporation of the Association, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

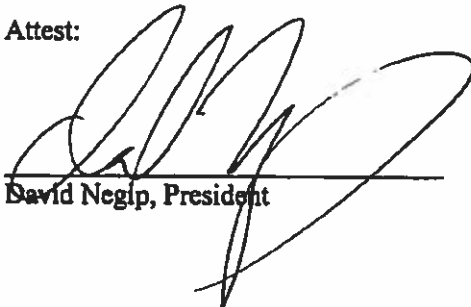
Dated: 11/30/16

Lakewood National Golf Club, Inc.

  
\_\_\_\_\_  
Lance Ellis, Secretary

(SEAL)

Attest:

  
\_\_\_\_\_  
David Negip, President

**Exhibit "E"**

**FISCAL AND BUDGETARY INFORMATION RESPECTING  
LAKEWOOD NATIONAL GOLF CLUB, PHASE I, SUBDIVISION**

**LENNAR HOMES, LLC**, a Florida limited liability company ("Developer"), is the Developer of **LAKEWOOD NATIONAL GOLF CLUB, PHASE I**, a subdivision as per the plat thereof that will be recorded in Manatee County, Florida.

Also attached is Exhibit "A" a proposed fiscal program covering the period of the first 10 years, beginning 2016, of the operation of the subdivision by Lakewood National Golf Club, Inc., and the maintenance of the subdivision amenities.

The 10-year fiscal program is an estimate only, and the actual assessments and expenses applicable to the subdivision may differ from the amounts shown on the attachment.

It is contemplated by the Developer that the operation and maintenance of some of the subdivision amenities may be the responsibility of the Lakewood Ranch Stewardship District, ("District"). If the District assumes such responsibility it will impose taxes or assessments, or both taxes and assessments, on the property through a special taxing district. These taxes and assessments would pay for the construction, operation and maintenance of such subdivision amenities and would be set annually by the governing board of the District. If the District operates and maintains certain subdivision amenities the budget and fiscal program for Lakewood National Golf Club, Inc., which are attached hereto, will be adjusted accordingly.

Projected Income	Lakewood National Golf Club, Inc.									
Maintenance Fees	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
	8967	8934	7004	7073	7142	7213	7284	7356	7429	7503
<b>Total Income</b>	<b>10897950</b>	<b>11004923</b>	<b>11114881</b>	<b>11224240</b>	<b>11334816</b>	<b>11444828</b>	<b>11555687</b>	<b>11674016</b>	<b>11789630</b>	<b>11908547</b>

PROJECTED EXPENSES										
Administrative Expenses	348800	348800	348800	348800	348800	348800	348800	348800	348800	348800
Property Management/accounting	2800	2800	4800	5000	5200	5400	5800	5800	6000	6200
Legal Fees	226200	232886	238976	247175	254590	262228	270095	278197	285543	295140
Insurance	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Real Estate Taxes	7242	7242	7242	7242	7242	7242	7242	7242	7242	7242
License/Fees	44720	44870	45020	45170	45320	45470	45620	45770	45920	46070
Office Expense	15800	15912	16230	16555	16886	17224	17586	17919	18278	18643
Postage	2885704	2914561	2943707	2973144	3002875	3032804	3063233	3093865	3124804	3156052
All other expenses	3528966	3565171	3603774	3641085	3678913	3717267	3756158	3795594	3835587	3876147
<b>Sub-Total Administrative Expenses</b>	<b>3528966</b>	<b>3565171</b>	<b>3603774</b>	<b>3641085</b>	<b>3678913</b>	<b>3717267</b>	<b>3756158</b>	<b>3795594</b>	<b>3835587</b>	<b>3876147</b>

Operating Expenses	2231785	2254103	2276844	2299410	2322404	2345628	2368985	2392778	2416703	2440970
Golf Course Expenses	218629	220815	223023	225254	227506	229781	232079	234400	236744	239111
Tennis Expenses	213039	215169	217321	219494	221689	223906	226145	228407	230691	232988
Pool Expenses/Fitness	74286	75029	75779	76537	77302	78075	78856	79645	80441	81246
Fitness Expenses	1247861	1260340	1272943	1285672	1298529	1311514	1324630	1337876	1351255	1364767
Restaurant/Concession Expenses	1489144	1503025	1518056	1533236	1548589	1564054	1579695	1595492	1611447	1627561
Common Grounds Maintenance (Golf Course & Community)	767588	775264	783017	790847	798755	806743	814810	822958	831188	839500
Lake & Preserve Maintenance	89140	89021	88912	90811	91719	92636	93562	94498	95443	96397
Nuisance/Exotic Plant Species Removal	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
Utilities (Electric, Water, etc)	493402	489402	487402	489402	501402	503402	505402	507402	509402	511402
Road Maintenance	3900	3800	3900	3900	3900	3900	3900	3900	3900	3800
General Expenses	537310	542683	548110	553591	559127	564718	570365	576069	581830	587648
<b>Sub-Total Operating Expenses</b>	<b>7369084</b>	<b>7439752</b>	<b>7511108</b>	<b>7583154</b>	<b>7655903</b>	<b>7729359</b>	<b>7803529</b>	<b>7878422</b>	<b>7954043</b>	<b>8030400</b>

Reserves	0	0	0	0	0	0	0	0	0	0
Reserves (w/ contingency)	0	0	0	0	0	0	0	0	0	0
<b>Sub-Total Reserves</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenses and Reserves</b>	<b>10897950</b>	<b>11004923</b>	<b>11114881</b>	<b>11224240</b>	<b>11334816</b>	<b>11444828</b>	<b>11555687</b>	<b>11674016</b>	<b>11789630</b>	<b>11908547</b>

\*The above referenced costs are estimates only and are subject to change. This sample budget is intended to include many of the substantial costs to maintain areas within Lakewood National Golf Club, Inc. However, some additional costs, not foreseen at the time of the recording of the plan, may not be included.  
 \*\*The yearly maintenance fee is based on the total maintenance fee per year divided by the number of units (based on 1587 units).





**Exhibit "F"**

**MAINTENANCE PROGRAM  
FOR LAKEWOOD NATIONAL GOLF CLUB,  
PHASE I, SUBDIVISION**

**LENNAR HOMES, LLC**, a Florida limited liability company ("Developer"), is the developer of **LAKEWOOD NATIONAL GOLF CLUB, PHASE I**, a subdivision as per the plat thereof that will be recorded in the Public Records of Manatee County, Florida.

It is anticipated that the budgetary information submitted for the first year (2016) indicates adequate funds for maintenance as well as operation of the subdivision facilities provided by Developer and designated in the proposed 2016 budget.

Certain improvements in the subdivision may be conveyed to the Lakewood Ranch Stewardship District either by plat or by separate instrument. If Lakewood Ranch Stewardship District assumes the maintenance responsibilities for certain improvements in the subdivision, the district may impose taxes or assessments, or both taxes and assessments, on the property within the subdivision through a special taxing district. These taxes and assessments would pay for the construction, operation, and maintenance costs of certain public facilities of the district and would be set annually by the governing board of the district.

All of the roads within the subdivision will also require periodic supervision, inspection, and maintenance.

Stormwater and drainage facilities will require periodic inspection. The inspection periods may vary in order to comply with Manatee County regulations, and in particular the Land Development Code.

Exotic nuisance plant species will require annual monitoring and maintenance.

A program complying in all respects with the requirements of the regulatory bodies of Manatee County and specifically its Land Development Code will be established with respect to all areas of the subdivision for which Developer, Declarant, the Lakewood National Golf Club Inc. (the "Association") or Lakewood Ranch Stewardship District has maintenance responsibility.

**EXHIBIT "G"**  
**RIGHT OF ENTRY**  
and  
**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 Nine of the Land Development Code (Subdivision Procedures and Standards, Section 330, and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for SUBDIVISION, LAKEWOOD NATIONAL GOLF CLUB, PHASE I.

- 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 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, 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 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 for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-rated 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 may be amended without the written consent of Manatee County.**

**Exhibit "H"**

**NOTICE TO BUYERS**

**TO PURCHASERS OF LOTS IN LAKEWOOD NATIONAL GOLF CLUB, PHASE I,  
SUBDIVISION, MANATEE COUNTY, FLORIDA.**

**LENNAR HOMES, LLC**, a Florida limited liability company (the "Developer"), the developer of **LAKEWOOD NATIONAL GOLF CLUB, PHASE I**, a subdivision as per the plat thereof that will be recorded in the Public Records of Manatee County, Florida. The Developer hereby notifies purchasers of lots in the subdivision of the following:

1. The development and use of the lots and other property and improvements in the subdivision will be governed by this Declaration. Copies of the Declaration will be provided in conjunction with the purchase of a lot from the Developer.
2. Each lot owner in the subdivision will automatically be a member of the Lakewood National Golf Club, Inc. (the "Association") and will be entitled to one vote. Each member will be subject to the Association's articles of incorporation, bylaws, and regulations.
3. Each lot in the subdivision will be subject to Association Assessments in accordance with this Declaration. The Assessments will be used to pay the Association expenses, which will include all costs incurred by the Association for the management, maintenance, and administration of the subdivision in accordance with the terms of this Declaration. Certain areas within the subdivision will be designated as common areas pursuant to this Declaration. The common areas will include landscaping, open space areas, and roadways.
4. The Hurricane Evacuation Plan is approved by the Public Safety Department for this project. The applicant and their heirs, assigns, or transferees are hereby notified that a payment of an impact fee for emergency shelter facilities shall be required if such impact fee is adopted by the Board of County Commissioners.
5. There is the potential for noise association with State Road 70.
6. The presence of neighboring agricultural uses, which may possibly include pesticides and herbicides and have odors and noises associated with such uses.
7. This subdivision is located adjacent to rural, agricultural and/or natural resource land management areas. Smoke from open burning, odors, dust and noises associated with these existing land uses may occur on an ongoing basis. Potential buyers of properties in this area shall recognize the need for such land management activities
8. Utility easements, for the express purpose of accommodating surface and underground drainage and underground utilities, of five feet in width along all side and rear lot lines, and of ten feet in width along all front lot lines, are being reserved, as more specifically described in the plat of the subdivision.
9. The presently planned source of irrigation for the subdivision will be lakes or other nonpublic water sources. Such irrigation water is not for human consumption. The Code requires that all users of the irrigation system comply with all provisions of the Water Shortage Plan and the Water

Shortage Emergency provisions. The Code further stipulates that the acceptance of water service constitutes the agreement of the user to comply with such provisions. The removal of littoral shelf vegetation from wet detention ponds is prohibited unless otherwise approved by the Southwest Florida Water Management District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding the authorized activities within the wet detention ponds shall be addressed to the District's Regulation Manager, Sarasota Service Office.

10. Manatee County and/or PDMU-98-08/12-S-02(P)/FSP-12-08 requires the following landscaping within the subdivision pursuant to Landscaping Local Residential Streets, Section 701.3.D (Supplement No. 16):

- (a) 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.
- (b) One or more canopy tree meeting the requirements of Section 701.4.B (see below) of the Manatee County Land Development Code for every fifty (50) linear feet, or substantial fraction thereof, of the right-of-way.
- (c) None of these required trees shall be planted within a public or private utility easement.
- (d) Existing native trees can be used to fulfill these requirements wherever they meet the spacing and size requirements of this paragraph.
- (e) 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.

Minimum Size at Planting	Canopy
Height	10 feet
Caliper	2 ½ inches
Spread	4 feet

Residential Greenbelts, 701.3, Subsection c.3, MCLDC

- (a) 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.
- (b) Canopy trees within the platted greenbelt buffer are not permitted to be removed.
- (c) 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.

11. Portions of the Subdivision, lies in flood zones A and X as taken from Manatee County Flood Insurance Rate Map, Panel No. 12081C0365E and 12081C0355E, effective 3/17/14.

Per the Federal Emergency Management Agency (FEMA) 44 CFR 60.3.c.2, AE zone shall have the lowest habitable finished floor elevated to or above BFE and the revised Manatee County Ordinance 13-39 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 A zone must be one (1) foot higher than the BFE. The base flood elevations for Phase I of Lakewood National Golf Club Phase I range from 39.33' - 42.36' NAVD 1988 based on the ICPR Stormwater report, reviewed and approved by Public Works/Stormwater and Building & Development Services/Floodplain.

If it is determined that the structure will lie within the flood zone A 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.

Please be informed that your home may lie within the floodplain, as they may be required to purchase flood insurance.

**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.**

12. Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with Southwest Florida Water Management District.

13. For the purpose of potable water conservation, installation of high-efficiency (low volume) plumbing fixtures, appliances, and other water conserving devices shall be required, including water-saving devices shall be required as mandated by the Florida Water Conservation Act. No individual groundwater wells may be constructed on a lot within the subdivision.

14. Certain areas within the subdivision are subject to a conservation easement in favor of Manatee County. Pursuant to Section 706.8 unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of a conservation easement area:

- (a) construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground;
- (b) construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization;
- (c) dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials;
- (d) removal, dredging or trimming of trees, shrubs or other vegetation;
- (e) application of herbicides, pesticides or fertilizers;
- (f) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface;
- (g) surface use except for purposes that permit the land or water areas to remain in its natural condition;
- (h) any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;
- (i) acts or uses detrimental to such retention of land or water areas;
- (j) conservation signage shall not be removed from the area of the conservation easement which is required by Section 706.8.D of the Manatee County Land Development Code;
- (k) witness monuments have been installed at the intersection of the conservation easement and individual lot lines; and
- (l) any questions regarding authorized activities within the conservation easements or wetland shall be addressed to the Natural Resource Department.

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

713.1 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 below. The area formed by the visibility triangle constitutes an important horizontal and vertical sight distance for vehicular traffic. Please see Section 1002.1 of the LDC for intersecting points and measurements required for corner lots, driveways and parking areas.

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 Transportation Department, at the expense of the property owner.

16. Where a Lot is required by the approved construction plans to have a sidewalk, the Lot Owner shall be responsible for the installation and maintenance of such sidewalk. The sidewalk shall be constructed in the right-of-way or sidewalk easement as applicable. Sidewalks shall meet all requirements of the Manatee County Land Development Code and must be installed prior to the issuance of a Certificate of Occupancy.

17. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Master Covenants or any lot sales contract between a purchaser and the Developer.



Manatee County Public Works Department  
Engineering Services  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208  
Phone: (941) 708-7462  
[www.manateecounty.org](http://www.manateecounty.org)

October 02, 2018

Fidelity Guaranty and Acceptance Corp.  
Attn: Mrs. Jaqueline De Souza, P.E.  
700 NW 107 Avenue – Suite 240  
Miami, FL 33172

RE: **LAKWOOD NATIONAL GOLF CLUB, PHASE IF – Private Subdivision**  
**(PLN1807-0081)**  
**Performance Cost Estimate**  
**Required Public Improvements**  
**Reason – (Sanitary Sewer, Water Main)**

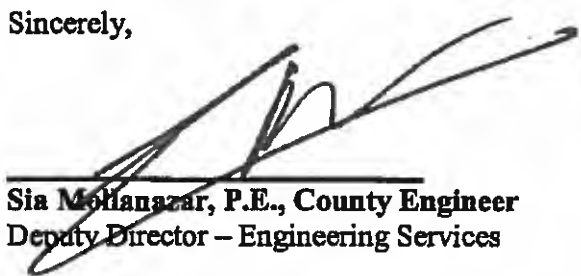
Dear Mr. Mulock:

Your cost estimate for the above referenced bond, dated September 13, 2018, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Public Improvement Performance bond in the amount of \$612,091.35 which is 130% of your estimated cost, would be sufficient to assure the County completion of the required public improvements.

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

Sincerely,



Sia 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.  
Ken LaBarr, Infrastructure Inspection Division Manager, Public Works Department  
Karla Ripley, Senior Review Specialist, Public Works Dept.  
Greg Marcotte, Sr. Planning and Zoning Tech., Building and Development Services  
Jeb Mulock, P.E., ZNS Engineering via e-mail at [JebM@znseng.com](mailto:JebM@znseng.com)





**REQUIRED PUBLIC IMPROVEMENTS ESTIMATE**  
**LAKEWOOD NATIONAL GOLF CLUB PH 1F**

March 2018

ITEM NO	DESCRIPTION	QTY		Unit Price	Total Bid
<b>D</b>	<b>SANITARY SEWER</b>				
1	8" SDR 26 PVC	3,654	LF	42.00	\$ 153,468.00
2	Manholes	14	EA	5,100.00	\$ 71,400.00
3	Services - single	10	EA	850.00	\$ 8,500.00
4	Services - double	33	EA	1,200.00	\$ 39,600.00
5	Testing	1	LS	12,789.00	\$ 12,789.00
<b>D</b>	<b>SUBTOTAL - SANITARY SEWER</b>				<b>\$ 285,757.00</b>
<b>E</b>	<b>WATER MAIN</b>				
1	8" C-900 PVC	1,500	LF	24.00	\$ 36,000.00
2	8" DIP	100	LF	45.00	\$ 4,500.00
3	6" C-900 PVC	2,240	LF	17.00	\$ 38,080.00
4	6" DIP	205	LF	45.00	\$ 9,225.00
5	Fittings	1	LS	17,730.00	\$ 17,730.00
6	Permanent Blow-Off Assembly	1	EA	900.00	\$ 900.00
7	Water & Fire Services to Bldgs				
8	Single Service - Short	10	EA	800.00	\$ 8,000.00
9	Single Service - Long	6	EA	935.00	\$ 5,610.00
10	Double Service - Short	10	EA	1,275.00	\$ 12,750.00
11	Double Service - Long	19	EA	1,465.00	\$ 27,835.00
12	Connect to Existing (Jumper(s) install & remove)	1	LS	5,800.00	\$ 5,800.00
13	Testing	1	LS	18,652.50	\$ 18,652.50
<b>E</b>	<b>SUBTOTAL - WATER</b>				<b>\$ 185,082.50</b>

**SUMMARY**

<b>D</b>	<b>SANITARY SEWER</b>	<b>\$ 285,757.00</b>
<b>E</b>	<b>WATER MAIN</b>	<b>\$ 185,082.50</b>
		<b>\$ 470,839.50</b>

<b>TOTAL PRIVATE IMPROVEMENT BOND AT</b>	<b>130%</b>	<b>\$612,091.35</b>
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Manatee County Public Works Department  
Engineering Services  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208  
Phone: (941) 708-7462  
[www.mysmanatee.org](http://www.mysmanatee.org)

October 02, 2018

Fidelity Guaranty and Acceptance Corp.  
Attn: Mrs. Jaqueline De Souza  
700 NW 107 Avenue – Suite 240  
Miami, FL 33172

RE: **LAKWOOD NATIONAL GOLF CLUB, PHASE IF – Private Subdivision**  
**(PLN1807-0081)**  
**Performance Cost Estimate**  
**Required Private Improvements**  
**Reason – (Earthwork, Roadway, Drainage, Reclaimed Water Main)**

Dear Mr. Mulock:

Your cost estimate for the above referenced bond, dated September 13, 2018, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Private Improvement Performance bond in the amount of \$1,737,272.88, which is 130% of your estimated cost, would be sufficient to assure the County completion of the required private improvements.

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

Sincerely,

  
Sia Mollanazar, P.E., 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.  
Ken LaBarr, Infrastructure Inspection Division Manager, Public Works Department  
Karla Ripley, Senior Review Specialist, Public Works Dept.  
Greg Marcotte, Sr. Planning and Zoning Tech., Building and Development Services Dept.  
Jeb Mulock, P.E., ZNS Engineering, via e-mail, [JebM@znseng.com](mailto:JebM@znseng.com)

# ZNS|ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

September 13, 2018

Mr. John Pari  
MC Public Works Department  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208

**RE: Required Private Improvements Estimate  
Lakewood National Golf Club Phase 1F  
ZNS File No. 43743**

Dear Mr. Pari:

I hereby certify that the engineering costs outlined herein (attachment) represents our estimate of the cost of required private site work improvements to serve the above referenced development. This cost estimate is based on the contract quantities and costs for this project. This cost estimate has been prepared in order for the appropriate surety to be posted with Manatee County, guaranteeing completion of these improvements, thus enabling record plat processing prior to the completion of said improvements.

Upon completion of your review and approval of this completion estimate of \$1,737,272.88, please notify our office so that the appropriate surety may be obtained.

Thank you in advance for your cooperation. Please advise if you should have any questions or require additional information.

Sincerely,

ZNS ENGINEERING, L.C.

STATE OF

FLORIDA

PROFESSIONAL ENGINEER

President

**REQUIRED PRIVATE IMPROVEMENTS ESTIMATE**  
**LAKEWOOD NATIONAL GOLF CLUB PH 1F**

March 2018

ITEM NO	DESCRIPTION	QTY		Unit Price	Total Bid
<b>A</b>	<b>EARTHWORK</b>				
1	Mobilization	1	LS	10,000.00	\$ 10,000.00
2	Furnish, install and monitor Silt Fence (BMP)	4,900	LF	2.50	\$ 12,250.00
3	Clearing & Grubbing	-	AC	-	\$ -
4	Site Excavation inclusive to balance site. Excavate to min bottom elevations or to depth required to balance site	-	CY	-	\$ -
5	Finish Grading (lots, swales, etc.)	1	LS	25,000.00	\$ 25,000.00
6	Bahia Sod (swales, back of s/w, curb, etc.)	1	LS	10,000.00	\$ 10,000.00
7	Seeding (balance R/W & Lots)	1	LS	8,500.00	\$ 8,500.00
<b>A</b>	<b>SUBTOTAL - EARTHWORK</b>				\$ 65,750.00
<b>B</b>	<b>ROADWAY</b>				
1	6" Stabilized Subgrade (LBR 40)	15,800	SY	5.85	\$ 92,430.00
2	6" Base (Solf Cement, or equal)	12,650	SY	15.50	\$ 196,075.00
3	1" Asphalt Type S-1 (first lift)	12,650	SY	6.50	\$ 82,225.00
4	3/4" Asphalt Type S-3 (second lift)	12,650	SY	6.00	\$ 75,900.00
5	Curbing (including transitions & islands)	9,650	LF	18.00	\$ 173,700.00
6	5' Handicap Ramp	8	EA	985.00	\$ 7,880.00
7	5' x 4" Concrete Sidewalk (Common Area only)	535	LF	18.00	\$ 9,630.00
8	Signs and Temporary Striping	1	LS	3,500.00	\$ 3,500.00
9	Permanent striping (Thermo-plastic)	1	LS	2,000.00	\$ 2,000.00
10	Reinstall survey monuments after 2nd lift	1	LS	2,500.00	\$ 2,500.00
11	Dumpster Pads	2	EA	2,650.00	\$ 5,300.00
<b>B</b>	<b>SUBTOTAL - ROADWAY</b>				\$ 651,140.00
<b>C</b>	<b>DRAINAGE</b>				
1	18" RCP	100	LF	40.00	\$ 4,000.00
2	24" RCP	1,043	LF	63.00	\$ 65,709.00
3	30" RCP	210	LF	82.00	\$ 17,220.00
4	36" RCP	844	LF	104.00	\$ 87,776.00
5	29"x45" ERCP	526	LF	125.00	\$ 65,750.00
6	Curb Inlets	16	EA	3,250.00	\$ 52,000.00
7	Junction box	5	EA	3,750.00	\$ 18,750.00
8	Grate Inlet	3	EA	3,050.00	\$ 9,150.00
9	24" Pipe Supports	2	EA	1,625.00	\$ 3,250.00
10	30" Pipe Supports	1	EA	1,850.00	\$ 1,850.00
11	36" Pipe Supports	2	EA	2,185.00	\$ 4,370.00
12	29"x45" Mitered End Support	1	EA	2,475.00	\$ 2,475.00
13	Control Structures	2	EA	4,100.00	\$ 8,200.00
14	Testing	1	LS	6,800.00	\$ 6,800.00
<b>C</b>	<b>SUBTOTAL - DRAINAGE</b>				\$ 347,300.00
<b>E</b>	<b>WATER MAIN</b>				
7	Water & Fire Services to Bldgs	2	EA	18,500.00	\$ 37,000.00
<b>E</b>	<b>SUBTOTAL - WATER</b>				\$ 37,000.00

**REQUIRED PRIVATE IMPROVEMENTS ESTIMATE**  
**LAKEWOOD NATIONAL GOLF CLUB PH 1F**

March 2018

ITEM NO	DESCRIPTION	QTY		Unit Price	Total Bid
<b>F</b>	<b>RECLAIMED WATER MAIN</b>				
1	8" C-900 PVC	1,580	LF	17.00	\$ 26,860.00
2	6" DIP	50	LF	45.00	\$ 2,250.00
3	4" C-900 PVC	2,480	LF	24.00	\$ 59,040.00
4	4" DIP	75	LF	45.00	\$ 3,375.00
5	6" MJ Gate Valves	5	EA	1,550.00	\$ 7,750.00
6	4" MJ Gate Valves	5	EA	1,150.00	\$ 5,750.00
7	Fittings	1	LS	69,530.00	\$ 69,530.00
8	Permanent Blow-Off Assembly	1	EA	900.00	\$ 900.00
9	Single Service - Short	27	EA	800.00	\$ 21,600.00
10	Single Service - Long	20	EA	935.00	\$ 18,700.00
11	Connect to Existing	1	LS	3,800.00	\$ 3,800.00
12	Testing	1	LS	15,618.75	\$ 15,618.75
<b>F</b>	<b>SUBTOTAL - RECLAIMED WATER MAIN</b>				<b>\$ 235,173.75</b>

**SUMMARY**

<b>A</b>	<b>EARTHWORK</b>	<b>\$ 65,750.00</b>
<b>B</b>	<b>ROADWAY</b>	<b>\$ 651,140.00</b>
<b>C</b>	<b>DRAINAGE</b>	<b>\$ 347,300.00</b>
<b>E</b>	<b>WATER MAIN</b>	<b>\$ 37,000.00</b>
<b>F</b>	<b>RECLAIM WATER MAIN</b>	<b>\$ 235,173.75</b>
		<b>\$ 1,336,363.75</b>

<b>TOTAL PRIVATE IMPROVEMENT BOND AT</b>	<b>130%</b>	<b>\$1,737,272.88</b>
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Building and Development Services  
Environmental Review Section  
1112 Manatee Avenue West  
Bradenton, FL 34206  
Phone: (941) 748-4501  
www.mymanatee.org

September 21, 2018

Fidelity Guaranty and Acceptance Corp.  
Attn: Jacqueline De Souza, Vice President  
700 NW 107 Avenue – Suite 240  
Miami, FL 33172

**RE: Lakewood National Golf Club, Phase I-F**  
**(PDR-15-02/18-S-33(F)/FSP-15-74 – (DTS #20150348)**  
**Performance Cost Estimate**  
**Required Private Improvements**  
**Reason – (Common Area Landscaping & Irrigation)**

Dear Ms. De Souza:

The cost estimate for the above referenced bond, dated **September 5, 2018**, 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 **\$24,718.72** 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. 6936.

Sincerely,

Gary R. Race  
Planner I  
Environmental Review Section

Cc: Jane Oliver, Public Works Dept. – Fiscal Services  
Karla Ripley, Public Works Dept. – Infrastructure Engineering  
Greg Marcotte, Final Plat Review

# ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

September 5, 2018

Mr. Gary Race  
Manatee County Building & Development Services Dept.  
Environmental Planning Division  
1112 Manatee Avenue West  
Bradenton, FL 34205

RE: Lakewood National Golf Club, Phase I-F  
MEPS 392/DTS 20150348/PDR-15-02(P)/FSP-15-74,  
ZNS File Number: 00-43743

Dear Mr. Race,

The purpose of this letter is to request the approval for a private improvement bond estimate amount for Manatee County Land Development Code required common area plantings and irrigation improvements to serve the above referenced development.

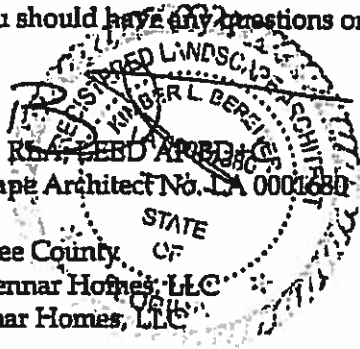
I hereby certify that the landscape costs outlined herein (attachment) represents our estimate of the cost of the planting and irrigation improvements of the above project. Please note that there are no wetlands, wetland buffers or conservation areas located within this phase.

Upon completion of your review and approval of this bond estimate for \$24,718.72, please notify our office so that the appropriate surety may be obtained/adjusted.

Please advise if you should have any questions or require additional information.

Sincerely,

Kimber L. Bereiter, RLA, FLS  
Registered Landscape Architect No. LA 0001680



- c: Jane Oliver, Manatee County
- Terry Kirschner, Lennar Homes, LLC
- Chris Pereira, Lennar Homes, LLC

attachment

**PHASE I-F**

**PLANTING**

PLANT	Botanical/Common	Quantity	Unit	Unit Cost	Total
QV3	Quercus virginiana / Southern Live Oak 3" Cal, 45 Gal. Min., 12' - 14' Hl., 4' - 5' Spr.	26	EA	\$ 450.00	\$ 11,700.00
Mulch	Coco Brown Mulch 3" Depth Min. Landscape Grade, SF	460	SF	\$ 0.40	\$ 184.00
<b>PLANTING Sub-Total</b>					<b>\$ 11,884.00</b>

**IRRIGATION**

Irrigation	60% of Planting Estimate	1		\$ 7,130.40	\$ 7,130.40
<b>IRRIGATION Sub-Total</b>					<b>\$ 7,130.40</b>

**WETLAND BUFFER ENHANCEMENTS**

\*There are no wetlands in this phase

Conservation Area Signs		-	EA	\$ 85.00	\$ -
Exotic Clearing in buffers, See Clearing in requirements		-	Acre	\$ 2,850.00	\$ -
<b>WETLAND BUFFER ENHANCEMENT Sub-Total</b>					<b>\$ -</b>

PLANTING Sub-Total \$ 11,884.00

IRRIGATION Sub-Total \$ 7,130.40

WETLAND BUFFER ENHANCEMENT Sub-Total \$ -

**PHASE 1A1 TOTAL \$ 19,014.40**

**Total Improvements @ 130% \$ 24,718.72**





## Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

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

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

On the Internet at: [WaterMatters.org](http://WaterMatters.org)

An Equal  
Opportunity  
Employer

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

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

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

September 12, 2016

Lennar Homes, LLC  
Attn: Darin McMurray  
10481 Six Mile Cypress Parkway  
Fort Myers, FL 33966

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

Project Name: Lakewood National Golf Club Phase I  
App ID/Permit No: 730428 / 43042057.003  
County: Manatee  
Sec/Twp/Rge: S13/T35S/R19E, S24/T35S/R19E, S14/T35S/R19E,  
S23/T35S/R19E

Dear Permittee(s):

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

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

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

Sincerely,

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

cc: U. S. Army Corps of Engineers  
Passarella and Associates, Inc.  
Michael Ferdinand, P.E., ZNS Engineering, L.C.



## Southwest Florida Water Management District

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S23/T35S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

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

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

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

Sincerely,

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

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

cc:             U. S. Army Corps of Engineers  
                  Passarella and Associates, Inc.  
                  Michael Ferdinand, P.E., ZNS Engineering, L.C.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION  
PERMIT NO. 43042057.003**

**EXPIRATION DATE:** September 12, 2021

**PERMIT ISSUE DATE:** September 12, 2016

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

**PROJECT NAME:** Lakewood National Golf Club Phase I

**GRANTED TO:** Lennar Homes, LLC  
Attn: Darin McMurray  
10481 Six Mile Cypress Parkway  
Fort Myers, FL 33966

**OTHER PERMITTEES:** N/A

**ABSTRACT:** This permit authorizes modifications to Environmental Resource Permit (ERP) No. 43042057.001 entitled Lakewood National Golf and Country Club and Bridgewater East issued on January 19, 2016. The modifications approved in this permit are as follows:

1. Lakewood National Golf Club Phase I construction is identified separately from the remainder of the project. Lakewood National Golf Club Phase I construction includes a 529.77 acre mixed use development, twenty-eight (28) wet detention ponds, and two (2) irrigation ponds.
2. Lakewood National Golf Club Phase I will be transferred to operation phase under this ERP No. 43042057.003. Construction of the remainder of the project shall continue to be authorized under ERP No. 43042057.001.
3. This phasing modification for Lakewood National Golf Club Phase I also includes reconfigurations of wet detention ponds and modification of control structures and outfalls as shown on the construction plans.

Information regarding the stormwater management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

**OP. & MAIN. ENTITY:** Lakewood National Golf Club, Inc.

**OTHER OP. & MAIN. ENTITY:** N/A

**COUNTY:** Manatee

**SEC/TWP/RGE:** S13/T35S/R19E, S24/T35S/R19E, S14/T35S/R19E, S23/T35S/R19E

**TOTAL ACRES OWNED  
OR UNDER CONTROL:** 1389.00  
**PROJECT SIZE:** 529.77 Acres  
**LAND USE:** Residential  
**DATE APPLICATION FILED:** June 14, 2016  
**AMENDED DATE:** N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
A	2.04	MAN-MADE WET DETENTION
B	9.80	MAN-MADE WET DETENTION
C	4.15	MAN-MADE WET DETENTION
D	9.67	MAN-MADE WET DETENTION
E	7.67	MAN-MADE WET DETENTION
F	2.75	MAN-MADE WET DETENTION
N	2.32	MAN-MADE WET DETENTION
O	0.37	MAN-MADE WET DETENTION
P	3.20	MAN-MADE WET DETENTION
Q	5.71	MAN-MADE WET DETENTION
R	4.88	MAN-MADE WET DETENTION
S	1.18	MAN-MADE WET DETENTION
T	1.00	MAN-MADE WET DETENTION
U	4.02	MAN-MADE WET DETENTION
V	4.93	MAN-MADE WET DETENTION
W	1.43	MAN-MADE WET DETENTION
X	1.00	MAN-MADE WET DETENTION
Y	7.31	MAN-MADE WET DETENTION
MM	0.46	MAN-MADE WET DETENTION
NN	0.60	MAN-MADE WET DETENTION
OO	0.67	MAN-MADE WET DETENTION
PP	1.75	MAN-MADE WET DETENTION
QQ	1.94	MAN-MADE WET DETENTION
RR	5.90	MAN-MADE WET DETENTION
TT	2.78	MAN-MADE WET DETENTION
VV	0.91	MAN-MADE WET DETENTION
WW	0.93	MAN-MADE WET DETENTION
XX	1.18	MAN-MADE WET DETENTION
Irr-1	3.59	NO TREATMENT SPECIFIED
Irr-2	14.73	NO TREATMENT SPECIFIED
	<b>Total: 108.87</b>	

Water Quality/Quantity Comments:

The twenty-eight (28) proposed wet detention ponds will provide water quality treatment and attenuation for Lakewood National Phase 1. Ponds Irr-1 and Irr-2 are for irrigation purposes only. Elevations referenced on the construction plans are based on the 1988 North American Geodetic Vertical Datum (NAVD).

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

**II. 100-Year Floodplain**

<b>Encroachment (Acre-Feet of fill)</b>	<b>Compensation (Acre-Feet of excavation)</b>	<b>Compensation Type</b>	<b>Encroachment Result* (feet)</b>
147.22	0.00	Storage Modeling	N/A

Floodplain Comments:

The Braden River Watershed Model was updated with site specific information to demonstrate no adverse impacts; floodplain storage impacts associated with impacts to onsite wetlands and surface waters are addressed in the modeling.

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

**III. Environmental Considerations**

**Wetland/Other Surface Water Information**

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Wetland 1	2.06	2.06	0.00	0.00	0.00	0.00
Wetland 2	2.44	2.44	0.00	0.00	0.00	0.00
Wetland 3	3.03	3.03	0.00	0.00	0.00	0.00
Wetland 4	15.51	15.51	0.00	0.00	0.00	0.00
Wetland 9	9.10	9.10	0.00	0.00	0.00	0.00
Wetland 10	1.18	1.18	0.00	0.00	0.00	0.00
Wetland 11	0.05	0.05	0.00	0.00	0.00	0.00
Wetland 12	17.18	17.18	0.00	0.00	0.00	0.00
OSW 1	0.01	0.01	0.00	0.00	0.00	0.00
OSW 2	0.06	0.06	0.00	0.00	0.00	0.00
OSW 3	0.09	0.09	0.00	0.00	0.00	0.00
OSW 4	0.10	0.10	0.00	0.00	0.00	0.00
OSW 5	0.34	0.34	0.00	0.00	0.00	0.00
OSW 7	0.06	0.06	0.00	0.00	0.00	0.00
OSW 8	0.67	0.67	0.00	0.00	0.00	0.00
OSW 9	0.21	0.21	0.00	0.00	0.00	0.00
OSW 10	1.72	1.72	0.00	0.00	0.00	0.00
OSW 11	0.13	0.13	0.00	0.00	0.00	0.00
OSW 12	0.25	0.25	0.00	0.00	0.00	0.00
OSW 13	1.15	1.15	0.00	0.00	0.00	0.00
OSW 14	0.50	0.50	0.00	0.00	0.00	0.00
OSW 25	0.06	0.06	0.00	0.00	0.00	0.00
OSW 26	0.01	0.01	0.00	0.00	0.00	0.00
OSW 27	0.58	0.58	0.00	0.00	0.00	0.00
<b>Total:</b>	<b>56.49</b>	<b>56.49</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

Wetland/Other Surface Water Comments:

There are 50.55 acres of wetlands (FLUCCS 617 and 617) located within the project area for this ERP modification. Wetland impacts are not proposed or authorized by this permit. There are 5.95 acres of other surface waters features (FLUCCS 510) located within the project area. Permanent impacts to 5.16 acres of the project surface waters were authorized to be impacted under a mass grading permit (ERP No. 43042057.001). No additional surface water impacts are authorized in this permit.

**Mitigation Information**

Mitigation Comments:

Mitigation for 5.16 acres of impacts to other surface waters is addressed in Permit No. 43042057.001.



## Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetland(s), wetland mitigation area(s), wetland buffer(s), buffer compensation area(s), and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
  - a. wetland and surface water areas
  - b. wetland buffers
  - c. upland preservation
  - d. limits of approved wetland impacts

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

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

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District."
6. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
7. Copies of the following documents in final form, as appropriate for the project, shall be submitted

to the Regulation Division:

- a. homeowners, property owners, master association or condominium association articles of incorporation, and
- b. declaration of protective covenants, deed restrictions or declaration of condominium

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

8. The following language shall be included as part of the deed restrictions for each lot:  
"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
9. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Engineering Manager at the Tampa Service Office.
10. This Permit Modification No. 43042057.003 is for a phase of previously issued Permit No. 43042057.001, and affects only the project area identified in this modification application submittal.
11. All lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the District Service Office that services this permit), as part of the deed restrictions:  
  
"The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD."
12. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
13. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
14. No construction is authorized by this permit until the Permittee submits to the District a recorded deed(s) documenting the transfer of ownership of the project site to the Permittee.
15. The Permitted Plan Set for this project includes the set received by the District on August 19, 2016.
16. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

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

District.

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

17. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
18. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
19. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
20. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
  - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
  - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
  - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
21. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
22. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
23. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

**GENERAL CONDITIONS**

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

**Michelle K. Hopkins, P.E.**

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Authorized Signature

## EXHIBIT A

### GENERAL CONDITIONS:

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

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

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

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

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

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

**NOTICE OF  
AUTHORIZATION  
TO COMMENCE CONSTRUCTION**

Lakewood National Golf Club Phase I

PROJECT NAME

Residential

PROJECT TYPE

Manatee

COUNTY

S13/T35S/R19E...

See Permit for additional STR listings

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

Lennar Homes, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 730428 / 43042057.003

DATE ISSUED: September 12, 2016



Michelle K. Hopkins, P.E.

Issuing Authority

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



## Notice of Rights

### ADMINISTRATIVE HEARING

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

## **JUDICIAL REVIEW**

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



Manatee County Public Works Department  
 Growth Management Engineering  
 1022 26<sup>th</sup> Avenue East  
 Bradenton, FL 34208  
 Phone: (941) 708-7450  
 www.mymanatee.org

May 17, 2016

ZNS Engineering.  
 P.O. Box 91648  
 Bradenton, FL 3206

Attention: Mr. Michael Ferdinand, P.E.

(mikef@znseng.com)

**RE: LAKWOOD NATIONAL GOLF AND COUNTRY CLUB**  
**PHASE 1**  
**Construction Plan Approval – 237 Single Family Units & 530 Multi-Family Units**  
**(PDR-15-02(P)/15-S-48(P)/FSP-15-74) - (DTS #20150348) – (MEPS-392)**

Dear Mr. Ferdinand:

We have reviewed the above referenced construction plans for which are hereby approved by this Department for construction. We are returning two (2) sets of plans marked "Approved" for your use, one is for your records and one is for the construction site.

The approved sheets are as follows:

<b>SHEET</b>	<b>DATED</b>	<b>LATEST REVISION</b>
Cover Sheet	-----	02/22/2016
Sheet 02 of 164	03/07/2016	05/11/2016
Sheet 03 of 164	03/07/2016	02/22/2016
Sheet 04 of 164	03/07/2016	02/22/2016
Sheet 05 of 164	03/07/2016	02/22/2016
Sheet 06 of 164	03/07/2016	02/22/2016
Sheet 07 of 164	03/07/2016	02/22/2016
Sheet 08 of 164	03/07/2016	02/22/2016
Sheet 09 of 164	03/07/2016	02/22/2016
Sheet 10 of 164	03/07/2016	02/22/2016
Sheet 11 of 164	03/07/2016	02/22/2016
Sheet 12 of 164	03/07/2016	02/22/2016
Sheet 13 of 164	03/07/2016	02/22/2016
Sheet 14 of 164	03/07/2016	02/22/2016
Sheet 15 of 164	03/07/2016	02/22/2016
Sheet 16 of 164	03/07/2016	02/22/2016
Sheet 17 of 164	03/07/2016	02/22/2016
Sheet 18 of 164	03/07/2016	04/18/2016
Sheet 19 of 164	03/07/2016	02/22/2016
Sheet 20 of 164	03/07/2016	02/22/2016
Sheet 21 of 164	03/07/2016	05/11/2016
Sheet 22 of 164	03/07/2016	05/11/2016

Sheet 23 of 164	03/07/2016	05/11/2016
Sheet 24 of 164	03/07/2016	05/11/2016
Sheet 25 of 164	03/07/2016	05/11/2016
Sheet 26 of 164	03/07/2016	05/11/2016
Sheet 27 of 164	03/07/2016	05/11/2016
Sheet 28 of 164	03/07/2016	05/11/2016
Sheet 29 of 164	03/07/2016	05/11/2016
Sheet 30 of 164	03/07/2016	05/11/2016
Sheet 31 of 164	03/07/2016	05/11/2016
Sheet 32 of 164	03/07/2016	05/11/2016
Sheet 33 of 164	03/07/2016	05/11/2016
Sheet 34 of 164	03/07/2016	05/11/2016
Sheet 35 of 164	03/07/2016	05/11/2016
Sheet 36 of 164	03/07/2016	05/11/2016
Sheet 38 of 164	03/07/2016	05/11/2016
Sheet 39 of 164	03/07/2016	05/11/2016
Sheet 40 of 164	03/07/2016	05/11/2016
Sheet 41 of 164	03/07/2016	05/11/2016
Sheet 42 of 164	03/07/2016	05/11/2016
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Sheet 44 of 164	03/07/2016	05/11/2016
Sheet 45 of 164	03/07/2016	05/11/2016
Sheet 46 of 164	03/07/2016	05/11/2016
Sheet 47 of 164	03/07/2016	05/11/2016
Sheet 48 of 164	03/07/2016	02/22/2016
Sheet 49 of 164	03/07/2016	02/22/2016
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Sheet 67 of 164	03/07/2016	02/22/2016
Sheet 68 of 164	03/07/2016	02/22/2016
Sheet 69 of 164	03/07/2016	02/22/2016
Sheet 70 of 164	03/07/2016	02/22/2016
Sheet 71 of 164	03/07/2016	02/22/2016
Sheet 72 of 164	03/07/2016	02/22/2016

Sheet 73 of 164	03/07/2016	02/22/2016
Sheet 74 of 164	03/07/2016	02/22/2016
Sheet 75 of 164	03/07/2016	04/18/2016
Sheet 76 of 164	03/07/2016	04/18/2016
Sheet 77 of 164	03/07/2016	04/18/2016
Sheet 78 of 164	03/07/2016	04/18/2016
Sheet 79 of 164	03/07/2016	04/18/2016
Sheet 80 of 164	03/07/2016	05/09/2016
Sheet 81 of 164	03/07/2016	05/09/2016
Sheet 82 of 164	03/07/2016	05/09/2016
Sheet 83 of 164	03/07/2016	05/09/2016
Sheet 84 of 164	03/07/2016	05/09/2016
Sheet 85 of 164	03/07/2016	05/09/2016
Sheet 86 of 164	03/07/2016	04/18/2016
Sheet 87 of 164	03/07/2016	04/18/2016
Sheet 88 of 164	03/07/2016	05/09/2016
Sheet 89 of 164	03/07/2016	05/09/2016
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Sheet 106 of 164	03/07/2016	05/10/2016
Sheet 107 of 164	03/07/2016	05/10/2016
Sheet 108 of 164	03/07/2016	05/10/2016
Sheet 109 of 164	03/07/2016	05/10/2016
Sheet 110 of 164	03/07/2016	05/10/2016
Sheet 111 of 164	03/07/2016	02/22/2016
Sheet 112 of 164	03/07/2016	02/22/2016
Sheet 113 of 164	03/07/2016	02/22/2016
Sheet 114 of 164	03/07/2016	02/22/2016
Sheet 115 of 164	03/07/2016	05/10/2016
Sheet 116 of 164	03/07/2016	02/22/2016
Sheet 117 of 164	03/07/2016	04/18/2016
Sheet 118 of 164	03/07/2016	04/18/2016
Sheet 119 of 164	03/07/2016	04/18/2016
Sheet 120 of 164	03/07/2016	02/22/2016
Sheet 121 of 164	03/07/2016	02/22/2016

Sheet 122 of 164	03/07/2016	02/22/2016
Sheet 123 of 164	03/07/2016	02/22/2016
Sheet 124 of 164	03/07/2016	02/22/2016
Sheet 125 of 164	03/07/2016	04/18/2016
Sheet 126 of 164	03/07/2016	02/22/2016
Sheet 127 of 164	03/07/2016	02/22/2016
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Sheet 141 of 164	03/07/2016	04/18/2016
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Sheet 158 of 164	03/07/2016	02/22/2016
Sheet 159 of 164	03/07/2016	02/22/2016
Sheet 160 of 164	03/07/2016	02/22/2016
Sheet 161 of 164	03/07/2016	02/22/2016
Sheet 162 of 164	03/07/2016	02/22/2016
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Sheet ENV-1	08/03/2015	03/30/2016

**CONSTRUCTION IS NOT AUTHORIZED WITH THIS APPROVAL. Two separate inspections SHALL BE required after your receipt of this Approval Letter, and as appropriate, the FSP Sign-Off Letter AND your receipt of the STAMPED Construction Drawings and Signed FSP's. The first inspection shall occur BEFORE the start of ANY land clearing or construction activities EXCEPT AS FOLLOWS:**

- 1. You are authorized to stake erosion and sediment control (SEC) device locations. After staking ESC measures, NRD staff SHALL be contacted to inspect the staked locations. If staking locations are approved, NRD shall authorize the placement of the ESC devices and any land clearing required relative to their placement.**
- 2. After the installation of the ESC devices has been completed, a second NRD inspection SHALL be required to ensure the adequacy of the devices. If adequate NRD will authorize land clearing and project construction to begin.**
- 3. Please notify the Planning Department, Natural Resource Division at 749-3070 to schedule the above described ESC staking and installation inspections.**

One copy of this approval letter and "Approved Construction Drawings" shall be located in a conspicuous place on the property as required by Section 722.3.3.1 of the Land Development Code.

Copies of all required permits shall be submitted to this office prior to construction start-up (FDOT, HRS, DEP, SWFWMD, etc.)

**A copy of correspondence to or from SWFWMD of their receipt of As-Built Drawings shall be required to be submitted with the Engineer-of-Record Certification of the project and submittal of Record Drawings.**

Any offsite improvements within the Manatee County Right-Of-Way (ROW), if required, and as depicted on the approved Construction Plans and Final Site Plan, as applicable, shall require a "Temporary Traffic Control Plan" (TTCP) based on the minimum requirements provided in the Manual Of Uniform Traffic Control Devices (MUTCD) and/or Manatee County Transportation Standard Detail 406.0 (Road/Lane Closure Procedures). The TTCP shall be submitted to Mr. Kenneth LaBarr, Interm Infrastructure Inspections Division Manager prior to the start of said construction. Contact Mr. LaBarr at (941) 708-7450, Ext 7323 for specific requirements.

In accordance with Resolution 14-014, establishing fees for "Land Development and Construction" permit fees, effective June 1, 2011 a "Construction Drawing" (CD) review fee sum of \$15,045.00 (Paid 10/14/2015) & \$6,960.00 (Paid 10/14/2015), establishing fees for "Utility Infrastructure Inspection" (PII), effective June 1, 2014, sum of \$35,820.00, shall be paid prior to the associated "Final Plat" approval. These fees are based on the construction drawing information and as summarized on the attached "Construction Drawing Review Fee Worksheet / Infrastructure Inspection Fee Work Sheet".

## **POST CONSTRUCTION REQUIREMENTS**

### **A. UTILITIES: WATER AND WASTEWATER SYSTEMS:**

Requirements for submittal of water and wastewater system Record Drawings for this project shall be as described in the May 12, 2016 utility review acceptance letter from Mr. Thomas L. Cady, P.E. Manatee County Utility Engineering, to Mr. Michael Ferdinand, P.E., ZNS Engineering.

### **B. DRAINAGE, PAVING AND GRADING:**

# Manatee County Building & Development Services

## Fee Schedule



### LAKEWOOD NATIONAL GOLF & COUNTRY CLUB PHASE 1

(PDR-15-02(P)/15-S-48(P)/FSP-15-74) - (DTS #20150348) - (MEPS-392)

**Category – Construction Drawing Review Fees:**

Description	Scope	Code	Qty	Fee	Total
SUBDIVISION	Lot	CD		\$60.00	\$0.00
SUBDIVISION – BASE REVIEW FEE + LOT	Each	CD		\$825.00	\$0.00
SUBDIVISION – AMENDMENT TO APPROVED CONSTRUCTION	Each	CD		\$412.50	\$0.00
COMMERCIAL – COMBINED WITH FINAL SITE PLAN	Each	CD		\$618.75	\$0.00
COMMERCIAL – STAND ALONE	Each	CD		\$825.00	\$0.00
MULTIFAMILY	Each	CD		\$825.00	\$0.00
MOBILE HOME/RV PARK	Lot	CD		\$10.00	\$0.00
COMMERCIAL SITE PLAN: \$825.00 + \$15.00 per each 500 SF					
of non-residential Building area over 10,000 SF.	SF	CD			\$0.00
FEES ARE IN ACCORDANCE WITH RESOLUTION R-14-014, EFFECTIVE JUNE 1, 2014.					

**Category Total: \$0.00**

**Category – Infrastructure Inspection Fees:**

RESIDENTIAL SUBDIVISION	Lot	P11	237	\$25.00	\$5,925.00
BASE FEE (Residential - \$6,375.00) (Phase 1 only)		P11	1	\$6,375.00	\$6,375.00
COMMERCIAL – 0 SF to 74,999 SF		P11		\$1,530.00	\$0.00
75,000 SF to 149,999 SF		P11		\$2,295.00	\$0.00
150,000 SF to + SF		P11		\$3,060.00	\$0.00
MULTI-FAMILY – ONE STORY	Unit	P11		\$63.00	\$0.00
OVER ONE STORY	Unit	P11	560	\$42.00	\$23,520.00
COMMERCIAL / INDUSTRIAL SUBDIVISION	Lot	P11		\$152.00	\$0.00
FEES ARE IN ACCORDANCE WITH RESOLUTION R-14-014, EFFECTIVE JUNE 1, 2014.					

**Category Total: \$35,820.00**

**Grand Total: \$35,820.00**