

CERTIFICATE OF CLERK PLAT RECORDING

STATE OF FLORIDA
COUNTY OF MANATEE



NOTICE TO THE PUBLIC:

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

CONDOMINIUM	
BOOK	PAGE(S)
SUBDIVISION	RIVERSIDE PRESERVE PHASE II
BOOK 70	PAGE(S) 122 THRU 124
OWNER OF RECORD:	M/I HOMES OF SARASOTA, LLC
DRAINAGE PLANS	
BOOK	PAGE(S)
ROADS	
BOOK:	PAGE(S):

ANGELINA COLONNESO
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA

BY:

Handwritten signature
DEPUTY CLERK



Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: hhoey

Changed By: cwelke

Receipt#: 900359233

Payee Name: ZNS ENGINEERING LC AR502940

Receipt Date: 03/12/2021

201 5TH AVE DRIVE E
BRADENTON, FL 34208

Escrow Balance:

Escrow Customer:

001000000223000

Instrument: 202141032144 PLAT

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

Instrument Total: \$60.00

Instrument: 202141032145 RESTRICTION

001000000341100	RECORDING FEE \$5/\$4	\$37.00
199000000341150	PRMTF \$1/\$.50	\$5.00
001000000208911	PRMTF FACC \$.10	\$0.90
199000000341160	PRMTF CLERK \$1.90	\$17.10
001000000208912	PRMTF BCC \$2	\$18.00
001000000341400	INDEXING NAMES	\$0.00
001000000229552	E-CERTIFICATION FEE	\$0.00
001000000341400	E-COPIES	\$0.00
001000000341400	E-CERTIFICATION	\$0.00

Instrument Total: \$78.00

Instrument: 202141032146 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$57.00
199000000341150	PRMTF \$1/\$.50	\$7.50
001000000208911	PRMTF FACC \$.10	\$1.40
199000000341160	PRMTF CLERK \$1.90	\$26.60
001000000208912	PRMTF BCC \$2	\$28.00
001000000341400	INDEXING NAMES	\$0.00
001000000229552	E-CERTIFICATION FEE	\$0.00
001000000341400	E-COPIES	\$0.00
001000000341400	E-CERTIFICATION	\$0.00

Instrument Total: \$120.50

Instrument: 202141032147 AGREEMENT

001000000341100	RECORDING FEE \$5/\$4	\$65.00
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199000000341150	PRMTF \$1/\$.50	\$8.50
001000000208911	PRMTF FACC \$.10	\$1.60
199000000341160	PRMTF CLERK \$1.90	\$30.40
001000000208912	PRMTF BCC \$2	\$32.00
001000000341400	INDEXING NAMES	\$0.00
001000000229552	E-CERTIFICATION FEE	\$0.00
001000000341400	E-COPIES	\$0.00
001000000341400	E-CERTIFICATION	\$0.00

Instrument Total: \$137.50

Receipt Total: \$396.00

Amount Tendered: \$396.00

Overage: \$0.00

Check \$396.00 50429

Amount Paid:

PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602



-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**THIRD AMENDMENT TO THE
COMMUNITY DECLARATION FOR RIVERSIDE PRESERVE**

THIS THIRD AMENDMENT TO THE COMMUNITY DECLARATION FOR RIVERSIDE PRESERVE (this "**Third Amendment**") is made by M/I HOMES OF SARASOTA, LLC, a Delaware limited liability company (the "**Declarant**"), joined by the RIVERSIDE PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "**Association**").

RECITALS

A. The Declarant recorded the COMMUNITY DECLARATION FOR RIVERSIDE PRESERVE, in Official Records Book 2753, Page 1 (the "**Original Declaration**"), as amended by that certain FIRST AMENDMENT TO THE COMMUNITY DECLARATION FOR RIVERSIDE PRESERVE, in Official Records Book 2784, Page 2232 (the "**First Amendment**"), and as amended by that certain SECOND AMENDMENT TO THE COMMUNITY DECLARATION FOR RIVERSIDE PRESERVE, in Official Records Book 2793, Page 6530 (the "**Second Amendment**"), all in the Public Records of Manatee County, Florida. The Original Declaration, the First Amendment and the Second Amendment are referred to herein collectively as the "**Declaration**".

B. Pursuant to Section 4.3 of the Declaration, the Declarant may amend the Declaration prior to the Turnover Date without the joinder or consent of any person or entity.

C. The Turnover Date has not yet occurred.

NOW THEREFORE, the Declarant hereby desires to amend the Declaration as set forth herein.

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

ACCEPTED IN OPEN SESSION 3/9/2021
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

2. Conflicts. In the event there is a conflict between this Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Amended and Restated List of Holdings – Exhibit 6. The Declaration is hereby amended so that Exhibit 6 (List of Holdings) attached to the Declaration is hereby deleted in its entirety and replaced with Exhibit 6 attached hereto and incorporated herein.

4. Amended and Restated Notice to Buyer – Exhibit 8. The Declaration is hereby amended so that Exhibit 8 (Notice to Buyer) attached to the Declaration is hereby deleted in its entirety and replaced with Exhibit 8 attached hereto and incorporated herein.

5. Manatee County Required Disclosure for Adjacent Rural, Agricultural and/or Natural Resource Land Management Areas. Section 3 of the Declaration is hereby amended to add the following as new Section 3.4 of the Declaration:

3.4 Adjacent Rural, Agricultural and/or Natural Resource Land Management Areas. RIVERSIDE PRESERVE 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.

6. Ratification. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

7. Covenant. This Third Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Manatee County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Third Amendment to be executed by its duly authorized representative as of this 6th day of January, 2021.

WITNESSES:

“DECLARANT”

M/I HOMES OF SARASOTA, LLC, a Delaware limited liability company

J T DeLoach
Print Name: Jacob T DeLoach

By: [Signature]
Name: Ed Suchora
Title: Vice President

[Signature]
Print Name: Meaghan Otto

[Company Seal]

STATE OF FLORIDA)
COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6th day of January, 2021, by Ed Suchora, as Vice President of M/I HOMES OF SARASOTA, LLC, a Delaware limited liability company. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Print Name: Linda J. Walsh

My Commission Expires:



JOINDER

RIVERSIDE PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the Third Amendment to Declaration for Riverside Preserve (the "**Third Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the Third Amendment and does not affect the validity of the Third Amendment as the Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 6th day of January, 2021.

WITNESSES:

"ASSOCIATION"

RIVERSIDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

[Signature]

Print Name: Meaghan Otto

By: [Signature]

Name: Jacob DeLoach

Title: President

[Corporate Seal]

[Signature]

Print Name: Wendy Duen

STATE OF FLORIDA)

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6th day of January, 2021, by Jacob DeLoach, as President of RIVERSIDE PRESERVE ASSOCIATION, INC., a Florida corporation not for profit. He is personally known to me or has produced [Signature] as identification].

Notary Public

Print Name: Linda J. Walsh

My Commission Expires:

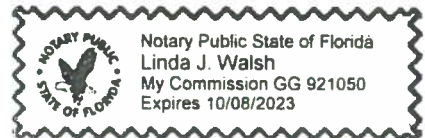


EXHIBIT 6

**RIVERSIDE PRESERVE
A SUBDIVISION**

AMENDED AND RESTATED LIST OF HOLDINGS / COMMON AREAS

The following is a list of proposed holdings of the RIVERSIDE PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), consisting of lands within Riverside Preserve, a subdivision and improvements thereon which are presently under construction and are to be completed by the developer, M/I HOMES OF SARASOTA, LLC, a Delaware limited liability company:

RIVERSIDE PRESERVE – PHASE I

TRACTS 100, 102, 103, 104, 105, 106, 107, 200, 300, 501, 502, AND 600:

TRACTS 100, 102, 103, 104, 105, 106, 107, 200, 300, 501, 502, AND 600 OF RIVERSIDE PRESERVE – PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGE 30 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TRACTS 101 AND 500:

TRACTS 101 AND 500 OF RIVERSIDE PRESERVE – PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGE 30 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING:

A PARCEL OF LAND BEING A PORTION OF TRACTS 101 & 500 OF RIVERSIDE PRESERVE AS RECORDED IN PLAT BOOK 64, PAGE 30 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 62 OF SAID RIVERSIDE PRESERVE; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SORA WAY N89°46'38"W A DISTANCE OF 5.00 FEET; THENCE N00°13'22"E, A DISTANCE OF 1040.00 FEET; THENCE S89°46'38"E, A DISTANCE OF 5.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 43; THENCE ALONG THE EAST LINE OF SAID TRACT 101 & SAID TRACT 500 S00°13'22"W, A DISTANCE OF 1040.00 FEET TO THE POINT OF BEGINNING.

- TRACT 100: OPEN SPACE / FUTURE RIGHT-OF-WAY
- TRACT 101: OPEN SPACE
- TRACT 102: OPEN SPACE
- TRACT 103: OPEN SPACE
- TRACT 104: OPEN SPACE
- TRACT 105: OPEN SPACE
- TRACT 106: OPEN SPACE
- TRACT 107: OPEN SPACE
- TRACT 200: RECREATIONAL AREA
- TRACT 300: PRIVATE ROAD / PRIVATE DRAINAGE EASEMENT / PUBLIC UTILITY EASEMENT
- TRACT 500: LAKE MAINTENANCE EASEMENT & DRAINAGE EASEMENT

TRACT 501: LAKE MAINTENANCE EASEMENT & DRAINAGE EASEMENT
TRACT 502: LAKE MAINTENANCE EASEMENT & DRAINAGE EASEMENT
TRACT 600: CONSERVATION AREA

RIVERSIDE PRESERVE – PHASE II

TRACTS 108, 109 AND 301:

TRACTS 108, 109 AND 301 OF RIVERSIDE PRESERVE – PHASE II, ACCORDING TO THE MAP OR PLAT THEREOF, TO BE RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TRACT 108: OPEN SPACE
TRACT 109: OPEN SPACE
TRACT 301: PRIVATE ROADWAY, PRIVATE DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT

It is contemplated that the Association will take title to the above Tracts and the improvements thereon and use and maintain the same pursuant to the COMMUNITY DECLARATION FOR RIVERSIDE PRESERVE and the Land Development Code of Manatee County, Florida.

EXHIBIT 8

NOTICE TO BUYER

All capitalized terms not defined herein shall have the meaning ascribed to them in the COMMUNITY DECLARATION FOR RIVERSIDE PRESERVE, as amended from time to time (the "Declaration") to which this Notice to Buyers is attached. The following notice is provided to purchasers of Lots in RIVERSIDE PRESERVE (the "Subdivision"), located in Manatee County, Florida:

YOU ARE HEREBY NOTIFIED that the purchase of your Lot is subject to:

1. The Declaration, a copy of which shall be provided upon execution of your contract to purchase.

2. Ownership of a Lot in said Subdivision automatically makes you a member of **RIVERSIDE PRESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), and you are subject to its Articles of Incorporation, Bylaws, Community Standards and Rules and Regulations. The Association's Articles of Incorporation, Bylaws, Community Standards and Rules and Regulations, together with the Declaration are referred to herein as the "Governing Documents." Each Lot entitles its Owner to one (1) vote in the affairs of the Association.

3. The Association has the right and power to assess and collect, as provided in the Governing Documents, the costs of maintenance of the landscaped common open space area, which you have a right to enjoy, in accordance with the Governing Documents. A proposed budget for the first ten (10) years is attached as Exhibit 5 to the Declaration but is subject to adoption, amendment and/or modification by the Board of Directors.

4. The proposed Installment Assessment for the first year of operation of the Association is **\$171.74** per month for each Lot. You are hereby notified that the Association may increase that amount as may be required to maintain the Common Areas of the Subdivision.

5. **DECLARANT SHALL HAVE THE RIGHT, WITHOUT FURTHER CONSENT OF THE ASSOCIATION, THE OWNERS, OR ANY OTHER PARTY TO BRING WITHIN THE PLAN AND OPERATION OF THE DECLARATION ANY PROPERTY WHICH IS CONTIGUOUS OR NEARLY CONTIGUOUS TO THE SUBDIVISION, AND NEITHER THE ASSOCIATION NOR ANY OWNER SHALL OBJECT TO ANY SUCH ADDITION(S) AT ANY HEARING OR PROCEEDING, OR OTHERWISE TAKE ANY ACTION IN OPPOSITION TO OR OTHERWISE TO INTERFERE WITH SUCH ADDITION(S). SUCH ADDITIONAL PROPERTY MAY BE SUBJECTED TO THE DECLARATION AS ONE PARCEL OR AS SEVERAL SMALLER PARCELS AT DIFFERENT TIMES. NEITHER THE ASSOCIATION NOR ANY OWNER SHALL OBJECT TO ANY SUCH DEVELOPMENT(S) AT ANY HEARING OR PROCEEDING, OR OTHERWISE TAKE ANY ACTION IN OPPOSITION TO, OR OTHERWISE TO INTERFERE WITH SUCH DEVELOPMENT(S).**

6. The Owner of each Lot shall be responsible for maintenance of trees required by Manatee County pursuant to Final Site Plan approval for the Subdivision and in accordance with the following requirements:

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

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

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

The maintenance of the street trees shall be the responsibility of the Owner, including without limitation, proper root pruning to avoid interference of the tree's roots with sidewalks, utilities, foundations of other improvements constructed on the Lots due to the natural growth of street trees.

This project/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.

7. Landscape plantings and irrigation shall be provided at various Common Areas and landscape buffer locations within the Subdivision, as shown in the Final Site Plan for the Subdivision. Final Site Plan number **PDR-17-02/17-S-43(P)/FSP-17-68, DTS 20170510** may be found in the Records Division of the Planning Department. Purchasers are hereby notified that such plantings are a code requirement, constituting an obligation on the part of the Association to Manatee County for Subdivision approval, and as such, plantings and irrigation may not be removed, altered, or destroyed. Maintenance and replacement of such irrigation and planting shall be part of the Association's Operating Expenses.

8. **THE FIRST PURCHASER OF EACH LOT FROM THE DECLARANT, AT THE TIME OF CLOSING OF THE CONVEYANCE FROM DECLARANT TO THE PURCHASER, SHALL PAY TO THE ASSOCIATION AN INITIAL CONTRIBUTION IN THE AMOUNT OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) (THE "INITIAL CONTRIBUTION"). THE FUNDS DERIVED FROM THE INITIAL CONTRIBUTIONS ARE INCOME TO THE ASSOCIATION AND SHALL BE USED AT THE DISCRETION OF ASSOCIATION FOR ANY PURPOSE, INCLUDING WITHOUT LIMITATION, FUTURE AND EXISTING CAPITAL IMPROVEMENTS, OPERATING EXPENSES, SUPPORT COSTS AND START-UP COSTS. IN ADDITION, OWNERS SHALL BE REQUIRED TO PAY RESALE CONTRIBUTIONS AS PROVIDED IN THE DECLARATION.**

9. Purchasers are hereby notified of the following:

a. There is a planned thoroughfare adjacent to the Subdivision (i.e. Upper Manatee River Road, which is an existing two-lane collector road that is planned to be a 120-foot wide four-lane collector road);

b. There are potential noises associated with the planned roadways and existing roadways, including traffic noises from Upper Manatee River Road;

c. Portions of the site are in the pre-development 100-year and 25-year floodplains and may be subject to flooding. Lots are to be graded above the 100-year and 25-year floodplain elevations; however, until an approved Letter of Map Revision is approved by the Federal Emergency Management Agency (FEMA), all properties mapped in pre-developed 100-year flood zones will remain in post-development flood zones. **THE PURCHASER IS HEREBY NOTIFIED THAT IF THEIR STRUCTURE LIES WITHIN THE FLOODPLAIN, THEIR MORTGAGE LENDER MAY REQUIRE THE PURCHASE OF FLOOD INSURANCE. MORTGAGE LENDERS MAKE THEIR OWN FLOOD DETERMINATIONS AND IT MAY DIFFER FROM THE MANATEE COUNTY BUILDING & DEVELOPMENT SERVICES DEPARTMENT'S FLOODPLAIN MANAGEMENT SECTION;**

d. Purchasers are purchasing a Home within a project that is partially located within the Coastal High Hazard Area and the Coastal Evacuation Area; and

e. A Hurricane Evacuation Plan is approved by the Emergency Management Division of the public Safety Department for this Subdivision.

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

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, mowing, or trimming of trees, shrubs or other vegetation; and

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; and

i. Acts or uses detrimental to such retention of land or water areas.

LOTS MAY CONTAIN OR ABUT CONSERVATION EASEMENTS THAT ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS, EXCEPT (I) IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR (II) TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD AND/OR THE COUNTY, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

11. Each Owner is hereby placed on notice of the presence neighboring agricultural zoning (A-1) may possibly include uses that have odors and notices or the use of pesticides and herbicides associated with such agricultural uses.

12. In order to provide a clear view of intersecting streets and travel lanes to the motorist, on every corner Lot, at every driveway intersection with streets, and in parking areas, there shall be a clear visibility triangle in accordance with Section 713 of the Manatee County Land Development Code.

13. **THE FOREGOING STATEMENTS ARE ONLY SUMMARY IN NATURE AND SHALL NOT BE DEEMED TO SUPERSEDE OR MODIFY THE PROVISIONS OF THE DECLARATION, OR ANY LOT SALES CONTRACT BETWEEN A BUYER AND THE DECLARANT.**

Riverside Preserve Phase II - Private Project w/Public Improvements
Water, Sewer

**AGREEMENT FOR PRIVATE SUBDIVISION
WITH PUBLIC IMPROVEMENTS
RIVERSIDE PRESERVE PHASE II**



This Agreement is entered into as of March 9, 2021, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), and MI Homes of Sarasota, 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 **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 **Riverside Preserve Phase II/PLN2010-0058**;

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

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

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

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

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit "C" attached hereto and 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 **PLN2010-0058** (hereinafter, the “Development Order”), this Agreement and the Code.

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

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

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

Riverside Preserve Phase II - Private Project w/Public Improvements
Water, Sewer

such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over the Property as necessary to allow the County to complete the Improvements.

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

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

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

not be unreasonably withheld.

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

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

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

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

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

completion of, and correction of defects in, the Improvements.

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

Article II
TERM AND TERMINATION

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

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

Article III
AMENDMENTS; ENFORCEMENT

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

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

Article IV
MISCELLANEOUS PROVISIONS

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

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general

Riverside Preserve Phase II - Private Project w/Public Improvements
Water, Sewer

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 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

Riverside Preserve Phase II - Private Project w/Public Improvements
Water, Sewer

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

With copy to:

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

If to Developer:

M/I Homes of Sarasota, LLC
4131 Worth Avenue
Columbus, OH 43219
Facsimile: (000)000-0000

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]

Riverside Preserve Phase II - Private Project w/Public Improvements
Water, Sewer

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: Karen Stewart
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

Karen Stewart

This instrument was acknowledged before me by means of physical presence or online notarization this 9 day of March, 2021 by ~~Cheri Corvea~~ (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.

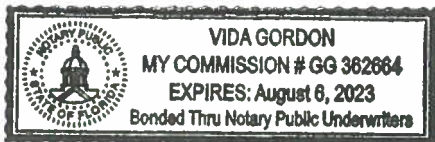
VG

Notary Public Signature

Vida Gordon

Printed Name

[Notary Seal/Stamp]



Riverside Preserve Phase II - Private Project w/Public Improvements
Water, Sewer

Riverside Preserve Phase II - Private Project w/Public Improvements
Water, Sewer

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

M/I Homes of Sarasota, LLC
a Delaware Limited Liability Company

J T L
Print name: Jacob T DeLoach

[Signature]
Print name: Lauren Schrandt

By: [Signature]
Print Name: Ed Suchora
as its: Vice President

4131 Worth Avenue
Postal Address
Columbus OH 43219
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 27th day of January, 2021, by Ed Suchora as Vice President [name and title of signatory] of M/I Homes of Sarasota, LLC [name of company signing], a Delaware 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.



[Signature]
NOTARY PUBLIC Signature
Michael E. Stephens
Printed Name

Riverside Preserve Phase II - Private Project w/Public Improvements
Water, Sewer

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Riverside Preserve Phase II - Private Project w/Public Improvements
Water, Sewer

EXHIBIT "B-1"
IMPROVEMENTS

	Improvement	Estimated Cost
1	Water, Sewer	\$239,782.47
2		\$
3		\$
4		\$
5		\$

EXHIBIT "B-2"
IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES (Master Utility Plan)
FOR THE ENTIRE DEVELOPMENT

REQUIRED AT TIME OF DEFECT

Riverside Preserve Phase II - Private Project w/Public Improvements
Water, Sewer

EXHIBIT "C"
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	Surety Bond No. 1085584 issued through the Hanover Insurance Company	\$239,782.47
2		\$
3		\$
4		\$
5		\$



Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

2) Common Area Landscaping & Irrigation

3) Final Lift of Asphalt

**AGREEMENT FOR PRIVATE
SUBDIVISION WITH PRIVATE IMPROVEMENTS
RIVERSIDE PRESERVE PHASE II**

This Agreement is entered into as of March 9, 2021, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and MI Homes of Sarasota, 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 **Riverside Preserve Phase II/PLN2010-0058**; and

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

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

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

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

ACCEPTED IN OPEN SESSION 3/9/2021
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

2) Common Area Landscaping & Irrigation

3) Final Lift of Asphalt

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 **PLN2010-0058** (hereinafter, the “Development Order”), this Agreement and the Code.

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

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

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

Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

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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. 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

Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

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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.

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

Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

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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.

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

Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

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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 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

Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

2) Common Area Landscaping & Irrigation

3) Final Lift of Asphalt

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 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.

Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

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Facsimile: (941)749-3089

If to Developer:

M/I Homes of Sarasota, LLC

4131 Worth Avenue

Columbus, OH 43219

Facsimile: (000) 000-0000

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]

Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

2) Common Area Landscaping & Irrigation

3) Final Lift of Asphalt

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: Karen Stewart
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

Karen Stewart

This instrument was acknowledged before me by means of physical presence or online notarization this 9th day of March, 2021 by Cheri Corvea (County Administrator), on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced N/A as identification.

[Signature]

Notary Public Signature

Vida Gordon

Printed Name

[Notary Seal/Stamp]



Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

2) Common Area Landscaping & Irrigation

3) Final Lift of Asphalt

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

M/I Homes of Sarasota, LLC
a Delaware Limited Liability Company

Jacob T. DeLonek
Print name: Jacob T DeLonek

Lauren Schrandt
Print name: Lauren Schrandt

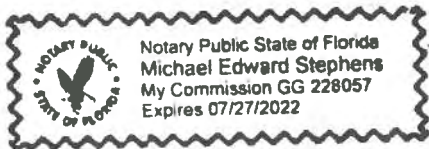
By: [Signature]
Print Name: Ed Suchora
as its: Vice President

4131 Worth Avenue
Postal Address
Columbus OH 43219
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of [X] physical presence or []
online notarization this 27th day of January, 2021, by Ed Suchora
as Vice President [name and title of signatory] of M/I Homes of Sarasota, LLC [name of
company signing], a Delaware 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.



[Signature]
NOTARY PUBLIC Signature
Michael E. Stephens
Printed Name

Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

2) Common Area Landscaping & Irrigation

3) Final Lift of Asphalt

**EXHIBIT “A”
DESCRIPTION OF PROPERTY**

Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

2) Common Area Landscaping & Irrigation

3) Final Lift of Asphalt

**EXHIBIT “B-1”
PRIVATE IMPROVEMENTS**

	Improvement	Estimated Cost
1	Earthwork, Roadway, Drainage, Reclaim Water	\$454,160.53
2	Common Area Landscaping & Irrigation	\$68,448.48
3	Final Lift of Asphalt	\$29,926.00
4		
5		
6		

Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

2) Common Area Landscaping & Irrigation

3) Final Lift of Asphalt

**EXHIBIT “B-2”
UTILITY IMPROVEMENTS**

	Improvement	Estimated Cost
1		
2		
3		
4		
5		

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Riverside Preserve Phase II – Private Project w/Private Improvements

1) Earthwork, Roadway, Drainage, Reclaim Water

2) Common Area Landscaping & Irrigation

3) Final Lift of Asphalt

**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

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Riverside Preserve Phase II – Private Project w/Private Improvements
1) Earthwork, Roadway, Drainage, Reclaim Water
2) Common Area Landscaping & Irrigation
3) Final Lift of Asphalt

**EXHIBIT “C”
PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	Surety Bond No. 1085583 issued through the Hanover Insurance Company	\$454,160.53
2	Surety Bond No. 1085580 issued through the Hanover Insurance Company	\$68,448.48
3	Surety Bond No. 1085582 issued through the Hanover Insurance Company	\$29,926.00
4		
5		
6		

SURETY BOND
FOR PERFORMANCE OF REQUIRED IMPROVEMENTS
(Attachment "A") **BOND NO. 1085584**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, MI Homes of Sarasota LLC as Principal, and The Hanover Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$ 239,782.47 (Numbers) Two hundred thirty-nine thousand seven hundred eighty-two dollars and forty-seven cents (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Public Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, whereas the Principal has entered into a contract, dated 3/9/2021 (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Riverside Preserve Phase 2 (Subdivision).

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

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

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

INSURANCE COMPANY SIGNATURE FORM

FOR: Riverside Preserve. Phase 2
(Name of Project)

BOND NO. 1085584

SIGNED AND SEALED this 19th day of January, 20 21

The Hanover Insurance Company

Surety Company Name

By: Deborah Williams
Signature - As its Agent

Deborah L. Williams, Attorney-In-Fact

Print Name & Title

440 Lincoln Street

Address

Worcester MA 01653

City State Zip

WITNESSES OR CORPORATE SEAL

Amanda B. [Signature]

Signature

Amanda B. Gilman

Print Name

Louise Robinson Terry

Signature

Lori A. Robinson-Terry

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Ohio

COUNTY OF Franklin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of January, 2021, by Deborah L. Williams as Attorney-In-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced N/A (Type of Identification) as identification.

NOTARY



DENISE NELSON
Notary Public, State of Ohio
My Comm. Expires 02-18-2024
Recorded in Fairfield County

Denise Nelson

Notary Public

Denise Nelson

Print Name of Notary

Commission No. N/A My Commission Expires: 02/18/2024

DEVELOPER SIGNATURE FORM

FOR: Riverside Preserve, Phase 2

BOND NO. 1085584

WITNESSES OR CORPORATE SEAL:

Kelly Bell

Witness

Kelly Bell

Type or Print Name

Mac Taylor

Witness

Mac Taylor

Type or Print Name

M/I Homes of Sarasota, LLC

Developer

BY: [Signature]

Signature

Mark Kirkendall

Type or Print Name

VP, Housing & Land Controller

Title (If attorney-in-fact Attach Power of Attorney)

4131 Worth Ave

Postal Address

Columbus OH 43217

City

State

Zip

NOTARY ACKNOWLEDGMENT

STATE OF: OHIO

COUNTY OF: FRANKLIN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of January, 2021, by Mark Kirkendall, as VP, Housing & Land Controller (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced [Signature] (Type of Identification) as identification.

NOTARY SEAL:



Kimberly L. McCoy
Notary Public
Kimberly L. McCoy
Print Name of Notary

Approved and accepted for Mark, 2021, on behalf of Manatee County, Florida, this 9th day of March.

MANATEE COUNTY

A political subdivision of the State of Florida

By: Board of County Commissioners

By: Karen Stewart
County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of March, 2021, by Cheri Corven (County Administrator) for and on behalf of the Manatee County Board of County Commissioners **who is personally known to me** or has produced N/A as identification

NOTARY SEAL:

Karen Stewart

[Signature]
Notary Public
Vida Gordon
Print Name of Notary



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of **Huntington Insurance, Inc. of Columbus, OH** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of May, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



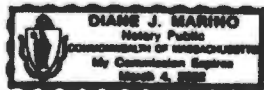
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of May, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19th day of January 2021

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. 1085583**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, M/I Homes of Sarasota LLC as Principal, and The Hanover Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$ 454,160.53 (Numbers) Four hundred fifty-four thousand one hundred sixty dollars and fifty-three cents (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Private Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated 3/9/2001 (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Riverside Preserve Phase 2 (Subdivision).

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

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

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

ACCEPTED IN OPEN SESSION 3/9/2001
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

INSURANCE COMPANY SIGNATURE FORM

FOR: Riverside Preserve, Phase 2
(Name of Project)

BOND NO. 1085583

SIGNED AND SEALED this 19th day of January, 20 21

The Hanover Insurance Company
Surety Company Name

By: Deborah L. Williams
Signature - As its Agent

Deborah L. Williams, Attorney-In-Fact

Print Name & Title

440 Lincoln Street

Address

Worcester MA 01653

City State Zip

WITNESSES OR CORPORATE SEAL

Amanda B. Gibson

Signature

Amanda B. Gibson

Print Name

Lori A Robinson-Terry

Signature

Lori A Robinson-Terry

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Ohio

COUNTY OF Franklin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of January, 20 21, by Deborah L. Williams as Attorney-In-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced N/A (Type of Identification) as identification.

NOTARY SEAL



DENISE NELSON
Notary Public, State of Ohio
My Comm. Expires 02-18-2024
Recorded in Fairfield County

Denise Nelson

Notary Public

Denise Nelson

Print Name of Notary

Commission No. N/A My Commission Expires: 02/18/2024

DEVELOPER SIGNATURE FORM

FOR: Riverside Preserve, Phase 2

BOND NO. 1085583

WITNESSES OR CORPORATE SEAL:

Kelly Bell
 Witness
Kelly Bell
 Type or Print Name

[Signature]
 Witness
Mac Taylor
 Type or Print Name

M/I Homes of Sarasota, LLC

BY: [Signature]
Developer
Signature

Mark Kirkendall
Type or Print Name

VP, Housing & Land Controller
Title (If attorney-in-fact Attach Power of Attorney)

4131 Worth Ave
Postal Address

Columbus OH 43219
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: OHIO
COUNTY OF: FRANKLIN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of January, 2021, by Mark Kirkendall, as VP, Housing & Land Controller (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
Kimberly L. McCoy
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 9th day of March, 2021

MANATEE COUNTY

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

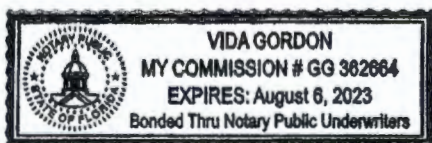
NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of March, 2021, by Cheri Corryea (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced _____ as identification

NOTARY SEAL:

[Signature]
Notary Public
Vida Gordon
Print Name of Notary



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julleann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of **Huntington Insurance, Inc. of Columbus, OH** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **10th** day of **May, 2018**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



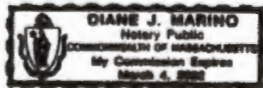
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **10th** day of **May, 2018** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **19th** day of **January** **2021**

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. 1085580**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, M/I Homes of Sarasota LLC as Principal, and The Hanover Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$ 68,448.48 (Numbers) Sixty-eight thousand four hundred forty-eight dollars and forty-eight cents (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Private Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated 3/9/2021 (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Riverside Preserve Phase 2 (Subdivision).

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

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

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

INSURANCE COMPANY SIGNATURE FORM

FOR: Riverside Preserve. Phase 2
(Name of Project)

BOND NO. 1085580

SIGNED AND SEALED this 19th day of January, 20 21

The Hanover Insurance Company

Surety Company Name

By: Deborah L. Williams

Signature - As its Agent

Deborah L. Williams, Attorney-In-Fact

Print Name & Title

440 Lincoln Street

Address

Worcester MA 01653

City State Zip

WITNESSES OR CORPORATE SEAL

Amanda B. Gibson
Signature
Amanda B. Gibson
Print Name

Lori A. Robinson-Terry
Signature
Lori A. Robinson-Terry
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Ohio

COUNTY OF Franklin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of January, 20 21, by Deborah L. Williams as Attorney-In-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced N/A (Type of Identification) as identification.

NOTARY PUBLIC



DENISE NELSON
Notary Public, State of Ohio
My Comm. Expires 02-18-2024
Recorded in Fairfield County

Denise Nelson
Notary Public

Denise Nelson
Print Name of Notary

Commission No. N/A My Commission Expires: 02/18/2024

DEVELOPER SIGNATURE FORM

FOR: Riverside Preserve, Phase 2

BOND NO. 1085580

WITNESSES OR CORPORATE SEAL:

Kelly Bell
 Witness
Kelly Bell
 Type or Print Name

Mae Taylor
 Witness
Mae Taylor
 Type or Print Name

M/I Homes of Sarasota, LLC
 Developer

BY: [Signature]
 Signature
Mark Kirkendall
 Type or Print Name
VP, Housing & Land Controller
 Title (If attorney-in-fact Attach Power of Attorney)
4131 Worth Ave
 Postal Address
Columbus, OH 43219
 City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: OHIO
COUNTY OF: FRANKLIN

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 19th day of January, 2021, by Mark Kirkendall, as VP, Housing & Land Controller (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
Kimberly L. McCoy
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 9th day of March, 2021.

MANATEE COUNTY

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

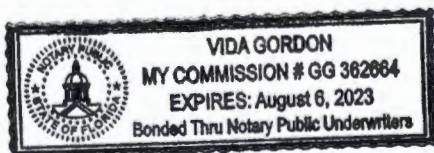
NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 9th day of March, 2021, by Cheri Corvea (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced _____ as identification.

NOTARY SEAL:

[Signature]
Notary Public
Vida Gordon
Print Name of Notary



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Juleann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of **Huntington Insurance, Inc. of Columbus, OH** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of May, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

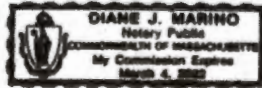


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of May, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19th day of January 2021

CERTIFIED COPY

Theodore G. Martinez, Vice President

SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. 1085582**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, M/I Homes of Sarasota LLC as Principal, and The Hanover Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$ 29,926.00 (Numbers) Twenty-nine thousand nine hundred twenty-six dollars and zero cents (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Private Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated March 9, 2021 (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Riverside Preserve Phase 2 (Subdivision).

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

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

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

INSURANCE COMPANY SIGNATURE FORM

FOR: Riverside Preserve, Phase 2
(Name of Project)

BOND NO. 1085582

SIGNED AND SEALED this 19th day of January, 20 21

The Hanover Insurance Company

Surety Company Name

By: Deborah L. Williams

Signature - As its Agent

Deborah L. Williams, Attorney-In-Fact

Print Name & Title

440 Lincoln Street

Address

Worcester MA 01653

City State Zip

WITNESSES OR CORPORATE SEAL

Amanda B. Gibson

Signature

Amanda B. Gibson

Print Name

Lou A Robinson-Terry

Signature

Lori A Robinson-Terry

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Ohio

COUNTY OF Franklin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of January, 2021, by Deborah L. Williams as Attorney-In-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced N/A (Type of Identification) as identification.



DENISE NELSON
Notary Public, State of Ohio
My Comm. Expires 02-18-2024
Recorded in Fairfield County

Denise Nelson
Notary Public

Denise Nelson
Print Name of Notary

Commission No. N/A My Commission Expires: 02/18/2024

DEVELOPER SIGNATURE FORM

FOR: Riverside Preserve, Phase 2

BOND NO. 1085582

WITNESSES OR CORPORATE SEAL:

Kelly Bell
Witness

Kelly Bell
Type or Print Name

Mac Taylor
Witness

Mac Taylor
Type or Print Name

M/I Homes of Sarasota, LLC

Developer

BY: [Signature]

Signature

Mark Kirkendall

Type or Print Name

VP, Housing & Land Controller

Title (If attorney-in-fact Attach Power of Attorney)

4131 Worth Ave

Postal Address

Columbus OH 43219

City State Zip

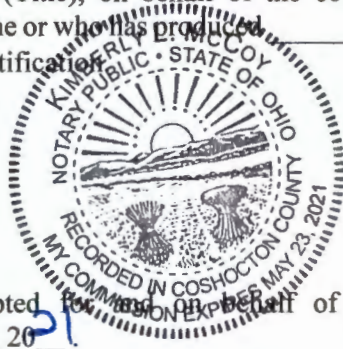
NOTARY ACKNOWLEDGMENT

STATE OF: OHIO

COUNTY OF: FRANKLIN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of January, 2021, by Mark Kirkendall, as VP, Housing & Land Controller (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]

Notary Public

Kimberly L. McCoy

Print Name of Notary

Approved and accepted for _____ of Manatee County, Florida, this 9th day of March, 2021.

MANATEE COUNTY

A political subdivision of the State of Florida

By: Board of County Commissioners

By: Karen Stewart

County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Manatee

Karen Stewart

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of March, 2021, by Cheri Corvea (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced _____ as identification.

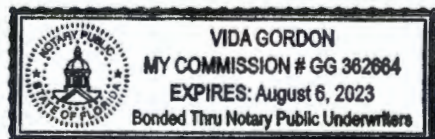
NOTARY SEAL:

[Signature]

Notary Public

Vida Gordon

Print Name of Notary



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen

Of **Huntington Insurance, Inc. of Columbus, OH** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **10th** day of **May, 2018**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



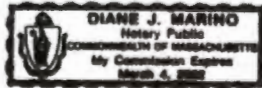
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **10th** day of **May, 2018** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **19th** day of **January** **2021**

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

APPROVED in Open Session

3/9/2021

Manatee County Board of County
Commissioners



Board of County Commissioners
March 9, 2021 - Regular Meeting

SUBJECT

APPROVAL OF FINAL PLAT AND ASSOCIATED DOCUMENTS FOR RIVERSIDE PRESERVE PHASE II

Category

CONSENT AGENDA

Plat Book: 70

Pages: 122 - 124

Briefings

None

Contact and/or Presenter Information

Kevin Oatman, Planner, 748-4501 x 6841

Action Requested

1. Execute and Record Final Subdivision Plat;
2. Accept, Execute, and Record Third Amendment to The Community Declaration for Riverside Preserve;
3. Authorize the County Administrator, or designee, to Accept, Execute, and Record Agreement for Private Subdivision with Public Improvements for Riverside Preserve Phase II;
4. Authorize the County Administrator, or designee, to accept and execute Surety Bond for Performance of Required Improvements, Riverside Preserve Phase II, Surety Bond No. 1085584 issued through The Hanover Insurance Company for \$239,782.47;
5. Authorize the County Administrator, or designee, to Accept, Execute, and Record Agreement for Private Subdivision with Private Improvements for Riverside Preserve Phase II;
6. Authorize the County Administrator, or designee, to accept and execute Surety Bond for Performance of Required Improvements, Riverside Preserve Phase II, Surety Bond No. 1085583 issued through The Hanover Insurance Company for \$454,160.53;
7. Authorize the County Administrator, or designee, to accept and execute Surety Bond for Performance of Required Improvements, Riverside Preserve Phase II, Surety Bond No. 1085580 issued through The Hanover Insurance Company for \$68,448.48;
8. Authorize the County Administrator, or designee, to accept and execute Surety Bond for Performance of Required Improvements, Riverside Preserve Phase II, Surety Bond No. 1085582 issued through The Hanover Insurance Company for \$29,926.00.

Enabling/Regulating Authority

- MANATEE COUNTY LAND DEVELOPMENT CODE ORDINANCE 15-17, AS AMENDED;
- MANATEE COUNTY COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT GOAL 2.4, ADEQUATE PUBLIC FACILITIES IN ALL DEVELOPED OR DEVELOPING AREAS. The project has been issued a Certificate of Level of Service for Traffic Circulation, mass transit, drainage, solid waste, parks, and school facilities. Objective 2.4.2 Concurrency, CLOS-17-055.

Background Discussion

- The Final Subdivision plat is for 44 Single Family Residences.
- The Developer has posted Surety Bonds to warrant the performance of required public improvements for Water & Surveying.
- The Developer has posted Surety Bonds to warrant the performance of required private improvements for Earthwork, Roadway, Drainage, Reclaim Water, Common Area Landscaping and Irrigation, and Final Lift of Asphalt.

Attorney Review

Not Reviewed (No apparent legal issues)

Other (if applicable)**Reviewing Attorney****Instructions to Board Records**

1. Please send the Plat Book and Page numbers to: kevin.oatman@mymanatee.org
2. Please send the Plat Book and Page numbers to: susan.angersoll@mymanatee.org
3. Please send the Plat Book and Page numbers to: todd.boyle@mymanatee.org
4. 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:
brandy.wilkins@mymanatee.org **Distributed 3/12/21, RT for VT**

Cost and Funds Source Account Number and Name

0

Amount and Frequency of Recurring Costs

0

**MANATEE COUNTY BUILDING & DEVELOPMENT SERVICES DEPARTMENT
AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION AFFIDAVIT**

Property Owner (Company or individual) (print): M/I Homes of Sarasota, LLC
Mailing Address (print): 15051 Upper Manatee River Road
Officer's Name and Title (print): Ed Suchora / Vice President

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

1. That I am (we are) the owner's and record title holder(s) of the following described property legal description, to wit: See Attached
2. That this property constitutes the property for which a request for Final Plat Approval

(Type of Application Approval Requested)

Is being applied for to Manatee County, Florida;
3. That the undersigned has (have) appointed and does (do) appoint ZNS Engineering, LC / Michael Ferdinand, P.E. as agent(s) to execute any petitions or other documents necessary to affect such petition; and request that you accept my agent(s) signature as representing my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct.

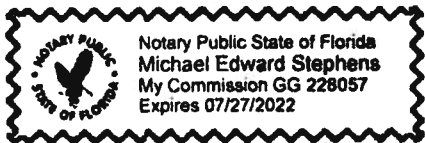
[Signature] / Vice President
Owner's Signature/Print Title

Owner's Signature/Print Title

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 9-1-2020 by Ed Suchora (date) who is personally known to me or who has produced _____ as identification. (type of identification)

My Commission Expires: 7-27-2022



[Signature]
Signature of Person Taking Acknowledgment
Michael E. Stephens Name
Notary Title or Rank

RIVERSIDE PRESERVE PHASE II (A REPLAT OF TRACT 700 & 800)

A PARCEL OF LAND BEING TRACT 700, TRACT 800, AND A PORTION OF TRACT 300 OF RIVERSIDE PRESERVE PHASE I AS RECORDED IN PLAT BOOK 64, PAGE 30 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGIN AT A NORTHWESTERLY CORNER OF TRACT 300 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG THE WEST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST N00°14'20"E, A DISTANCE OF 1149.83 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF TRACT 107 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES: (1) S89°49'09"E, A DISTANCE OF 238.21 FEET; (2) S72°41'58"E, A DISTANCE OF 34.05 FEET; (3) S89°46'38"E, A DISTANCE OF 53.62 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF LOT 37 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG SAID SOUTHWESTERLY LINE AND THE EXTENSION THEREOF S23°22'10"E, A DISTANCE OF 182.74 FEET TO AN INTERSECTION WITH A NORTHERLY PERIMETER OF TRACT 500 AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N23°22'10"W, A DISTANCE OF 150.00 FEET; THENCE ALONG THE NORTHERLY AND WESTERLY PERIMETER OF SAID TRACT 500 THE FOLLOWING THREE (3) COURSES: (1) ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°22'10", A DISTANCE OF 61.18 FEET; (2) N89°46'40"W, A DISTANCE OF 35.23 FEET; (3) ALONG SAID WESTERLY PERIMETER AND THE EXTENSION THEREOF S00°13'22"W, A DISTANCE OF 1010.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID TRACT 300 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHERLY LINE: (1) S89°46'38"E, A DISTANCE OF 29.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; (2) ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°32'13", A DISTANCE OF 5.03 FEET TO AN INTERSECTION WITH A WESTERLY LINE OF TRACT 103 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE PERIMETER OF SAID TRACT 103: (1) S00°13'22"W, A DISTANCE OF 114.49 FEET; (2) N89°46'38"W, A DISTANCE OF 300.00 FEET; (3) N00°13'22"E, A DISTANCE OF 115.00 FEET; (4) N89°46'38"W, A DISTANCE OF 17.17 FEET; (5) N00°14'20"E, A DISTANCE OF 50.00 FEET; (6) N89°46'38"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.35 ACRES, MORE OR LESS.

LESS:

A PORTION OF TRACT 300 OF RIVERSIDE PRESERVE PHASE I AS RECORDED IN PLAT BOOK 64, PAGE 30 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A NORTHWESTERLY CORNER OF TRACT 300 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG A NORTHERLY LINE OF SAID TRACT 300 S89°46'38"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY LINE S89°46'38"E, A DISTANCE OF 283.16 FEET; THENCE S00°13'22"W, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH A SOUTHERLY LINE OF SAID TRACT 300; THENCE ALONG SAID SOUTHERLY LINE N89°46'38"W, A DISTANCE OF 283.17 FEET TO AN

INTERSECTION WITH AN EASTERLY LINE OF TRACT 103 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG SAID EASTERLY LINE N00°14'20"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.33 ACRES, MORE OR LESS.

TOTAL: 9.02 ACRES, MORE OR LESS.

ORT File # 20146327

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
6000 Cattleridge Drive, Suite 104
Sarasota, FL 34232**

PLAT PROPERTY INFORMATION REPORT

This is to certify to Shutts & Bowen, LLP and Manatee Board of County Commissioners, (Certified Party) that Old Republic National Title Insurance Company has cause a search to be made of the Public Records of MANATEE County, Florida, through an effective dated of February 11, 2021 at 8:00 a.m., as to documents, less any satisfied/released liens and encumbrances, which are recorded against the following described real property lying and being in the aforesaid county to wit:

Legal Description searched:

RIVERSIDE PRESERVE PHASE II (A REPLAT OF TRACT 700 & 800)

A PARCEL OF LAND BEING TRACT 700, TRACT 800, AND A PORTION OF TRACT 300 OF RIVERSIDE PRESERVE PHASE I AS RECORDED IN PLAT BOOK 64, PAGE 30 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGIN AT A NORTHWESTERLY CORNER OF TRACT 300 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG THE WEST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST N00°14'20"E, A DISTANCE OF 1149.83 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF TRACT 107 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES: (1) S89°49'09"E, A DISTANCE OF 238.21 FEET; (2) S72°41'58"E, A DISTANCE OF 34.05 FEET; (3) S89°46'38"E, A DISTANCE OF 53.62 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF LOT 37 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG SAID SOUTHWESTERLY LINE AND THE EXTENSION THEREOF S23°22'10"E, A DISTANCE OF 182.74 FEET TO AN INTERSECTION WITH A NORTHERLY PERIMETER OF TRACT 500 AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N23°22'10"W, A DISTANCE OF 150.00 FEET; THENCE ALONG THE NORTHERLY AND WESTERLY PERIMETER OF SAID TRACT 500 THE FOLLOWING TWO (2) COURSES: (1) ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°22'10", A DISTANCE OF 61.18 FEET; (2) N89°46'40"W, A DISTANCE OF 35.23 FEET; (3) ALONG SAID WESTERLY PERIMETER AND THE EXTENSION THEREOF S00°13'22"W, A DISTANCE OF 1010.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID TRACT 300 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHERLY LINE: (1) S89°46'38"E, A DISTANCE OF 29.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; (2) ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°32'13", A DISTANCE OF 5.03 FEET TO AN INTERSECTION WITH A WESTERLY LINE OF TRACT 103 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE THE FOLLOWING SIX (6)

COURSES ALONG THE PERIMETER OF SAID TRACT 103: (1) S00°13'22"W, A DISTANCE OF 114.49 FEET; (2) N89°46'38"W, A DISTANCE OF 300.00 FEET; (3) N00°13'22"E, A DISTANCE OF 115.00 FEET; (4) N89°46'38"W, A DISTANCE OF 17.17 FEET; (5) N00°14'20"E, A DISTANCE OF 50.00 FEET; (6) N89°46'38"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LESS:

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Last Record Title Holder:

M/I Homes of Sarasota, LLC, a Delaware limited liability company

Mortgages, Assignments and Modifications:

Nothing found of record

Other Liens:

Nothing found of record

Restrictions:

**Community Declaration for Riverside Preserve - O.R. Book 2753, Page 2372
1st Amendment - O.R. Book 2784, Page 2232
2nd Amendment - O.R. Book 2793, Page 6530**

Easements:

N/A

Other Instruments:

Plat Book 64, Page 30

Agreement for Private Subdivision Improvements - O.R. Book 2753, Page 2484

Agreement for Private Subdivision with Public Improvements - O.R. Book 2753, Page 2504

Taxes and Assessments:

535513859 - Paid through 2020

535513909 - Paid through 2020

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

IN WITNESS WHEREOF, this company has caused this to be signed on the 17th day of February 2021.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BY:



Cheryl A. Smith, CLS

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: October 6, 2017 **Expiration Date:** April 12, 2021**
Certificate Number: CLOS-17-055
Project Name: Morgan/Riverside Preserve
Project File No.: PDR-17-02(Z)(P)
Type of Development Order: Preliminary Site Plan
Location: Sec.: 15 **Twp.:** 34 **Range:** 19
DP# 535510059 **Wastewater Treatment Plant:** SE **Land Acres:** 46.7589
Address: 15051 Upper Manatee River Road, SCT


MUST THE DEVELOPMENT ORDER CONTAIN CONDITIONS AND AGREEMENTS TO ASSURE COMPLIANCE?

YES XX NO _____

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

APPROVAL:

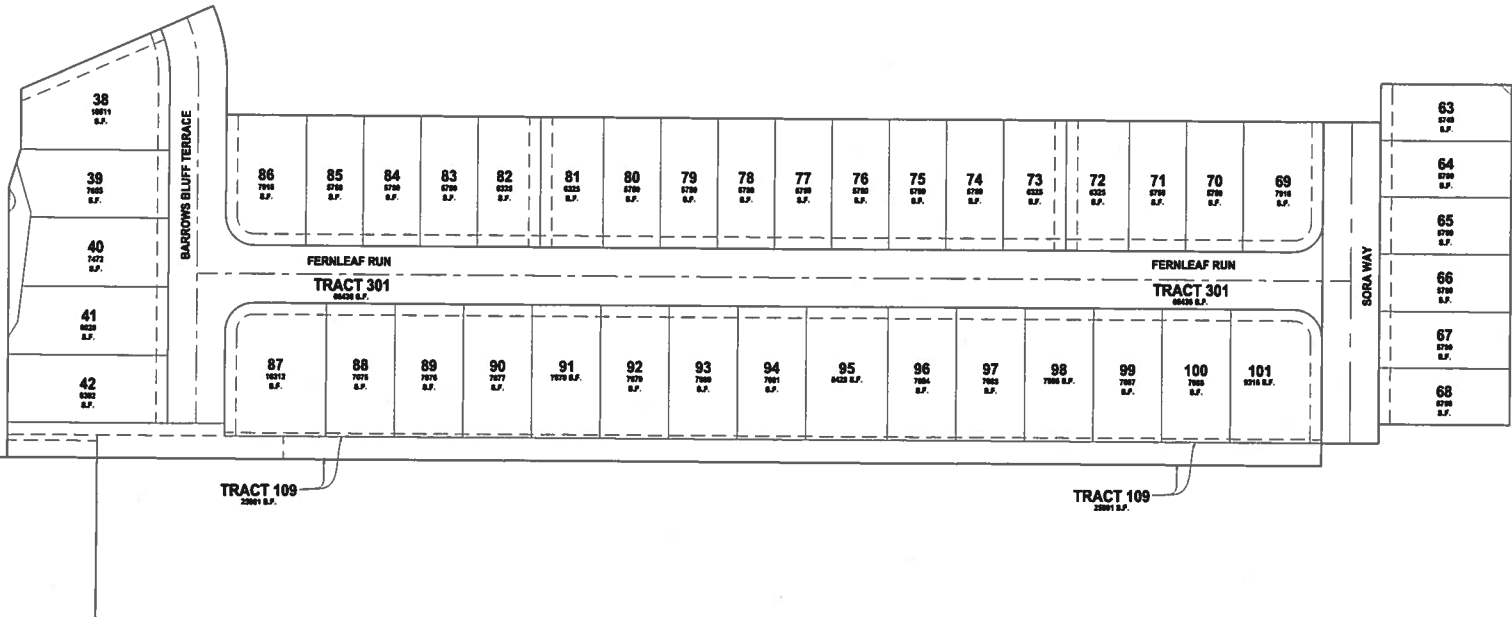
This development complies with the Comprehensive Plan Concurrency requirements:


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

* 126 Single Family Detached Units

Concurrency for potable water and sanitary sewer may only be applied for at the time of Final Site Plan or Construction Drawings.

**Revised 10/20/2020 to include 6 day and 6 month extension granted with F.S. 252.363 request (Tropical Depression Thirteen – EO 20-208 and 20-209)



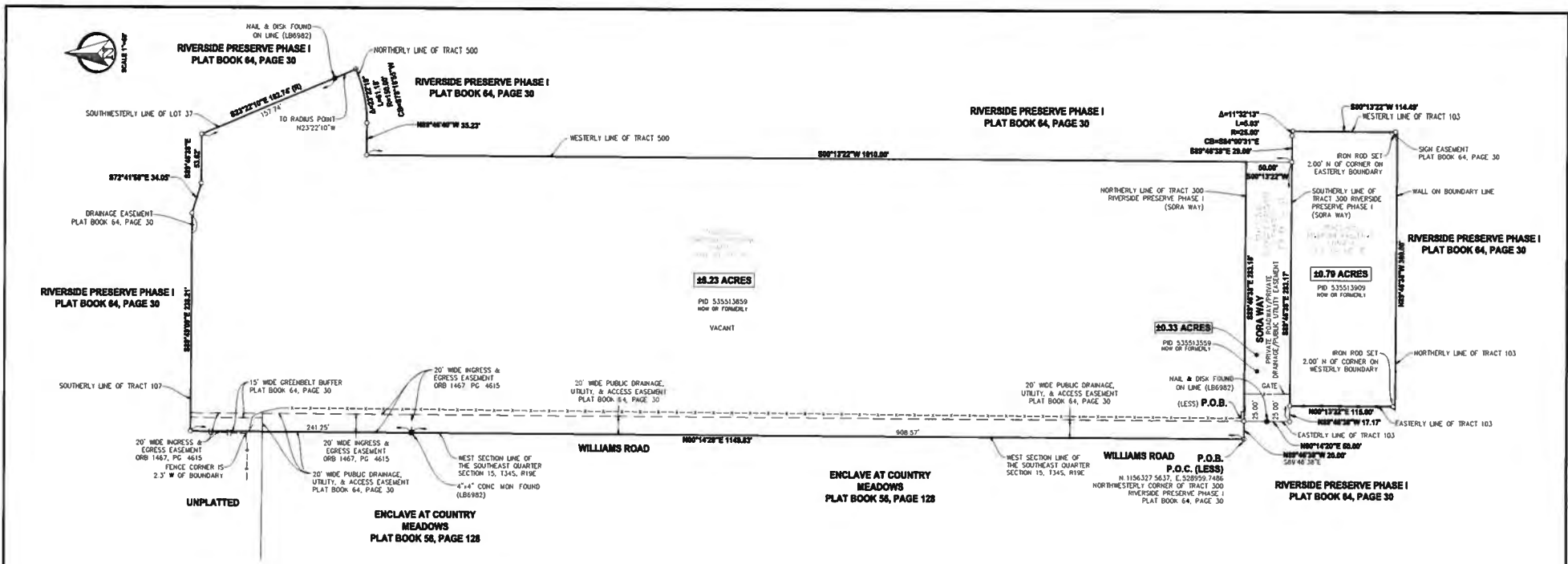
RIVERSIDE PRESERVE PHASE II
 AKA TRACTS 700 & 800
 OF RIVERSIDE PRESERVE PHASE I
 PLAT BOOK 64, PAGE 30
 LOCATED IN
 SECTION 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA

T:\PROJECTS\Phase II\Phase 2\141229.dwg

ZNS ENGINEERING
 Land Planning Engineering Surveying Landscape Architecture
 68 8027249 68 8028982 12 000000

DRAWN BY: [blank] FIELD BY: [blank] JOB NO: 44292 DATE: 12-08-2020 SCALE: 1/8" = 1'-0" SHEET: 1 OF 1

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DESCRIPTION:

A PORTION OF LAND BEING TRACT 706, TRACT 800, AND A PORTION OF TRACT 300 OF RIVERSIDE PRESERVE PHASE I AS RECORDED IN PLAT BOOK 64, PAGE 30 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGIN AT A NORTHWESTERLY CORNER OF TRACT 300 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG THE WEST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 18 EAST 1801'42.00", A DISTANCE OF 1184.83 FEET TO AN INTERSECTION WITH THE SOUTHWESTERN LINE OF TRACT 107 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG SAID SOUTHWESTERN LINE THE FOLLOWING THREE (3) COURSES: (1) 589.91 FEET, A DISTANCE OF 228.21 FEET; (2) 572'43.40", A DISTANCE OF 34.05 FEET; (3) 589'48.38", A DISTANCE OF 64.81 FEET TO AN INTERSECTION WITH THE SOUTHWESTERN LINE OF LOT 37 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG SAID SOUTHWESTERN LINE AND THE EXTENSION THEREOF 572'22.00", A DISTANCE OF 182.74 FEET TO AN INTERSECTION WITH A NORTHERLY PERMETER OF TRACT 500 AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N23°22'10"W, A DISTANCE OF 150.00 FEET; THENCE ALONG THE NORTHERLY AND WESTERLY PERIMETER OF SAID TRACT 500 THE FOLLOWING THREE (3) COURSES: (1) ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53°23'00", A DISTANCE OF 411.80 FEET; (2) N89°46'40"W, A DISTANCE OF 35.23 FEET; (3) ALONG SAID WESTERN PERIMETER AND THE EXTENSION THEREOF 500'17.20", A DISTANCE OF 1048.00 FEET TO AN INTERSECTION WITH THE SOUTHWESTERN LINE OF SAID TRACT 300 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHWESTERN LINE: (1) 589'48.38", A DISTANCE OF 29.00 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; (2) ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°32'10", A DISTANCE OF 3.93 FEET TO AN INTERSECTION WITH A WESTERLY LINE OF TRACT 103 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE THE FOLLOWING 04 (4) COURSES ALONG THE PERIMETER OF SAID TRACT 103: (1) S00°17'22"W, A DISTANCE OF 114.48 FEET; (2) N89°46'38"W, A DISTANCE OF 300.00 FEET; (3) N00°17'22"E, A DISTANCE OF 115.00 FEET; (4) N89°46'38"W, A DISTANCE OF 17.17 FEET; (5) N00°17'20"E, A DISTANCE OF 50.00 FEET; (6) N89°46'38"W, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.35 ACRES, MORE OR LESS.

LESS:

A PORTION OF TRACT 300 OF RIVERSIDE PRESERVE PHASE I AS RECORDED IN PLAT BOOK 64, PAGE 30 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A NORTHWESTERLY CORNER OF TRACT 300 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG A NORTHERLY LINE OF SAID TRACT 300 589'48.38", A DISTANCE OF 79.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY LINE 289'48.38", A DISTANCE OF 283.18 FEET; THENCE S00°17'22"E, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH A SOUTHWESTERN LINE OF SAID TRACT 300; THENCE ALONG SAID SOUTHWESTERN LINE N89°46'38"W, A DISTANCE OF 283.17 FEET TO AN INTERSECTION WITH AN EASTERLY LINE OF TRACT 103 OF SAID RIVERSIDE PRESERVE PHASE I; THENCE ALONG SAID EASTERLY LINE N00°14'20"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.33 ACRES, MORE OR LESS.

0.02 ACRES, MORE OR LESS.

NOTES:

- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) HAD 83/2011 - EPOCH 2010.0000 AND ARE DERIVED FROM THE WEST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 18 EAST HAVING A BEARING OF N00°17'20"E.
- IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO, FOUNDATIONS, SUBSURFACE IMPROVEMENTS AND LANDSCAPE FEATURES, ETC. HAVE NOT BEEN LOCATED EXCEPT AS SHOWN THERE MAY BE SOME AREAS NOT PHYSICALLY LOCATED OR SHOWN THAT LIE WITHIN THE BOUNDS OF THIS SURVEY THAT MAY BE TYPED JURISDICTIONAL BY VARIOUS GOVERNMENT AGENCIES.
- THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
- BEARINGS AND DISTANCES ARE FIELD MEASUREMENTS UNLESS NOTED OTHERWISE.
- PORTIONS OF THIS SURVEY WERE UNDERTAKEN USING A TRIMBLE R8 GPS SYSTEM IN REAL TIME KINEMATIC MODE BASED ON THE FLORIDA PERMANENT REFERENCE NETWORK SITE MANATEE, G. (GROUP CODE). READABILITY WAS ACHIEVED BY MULTIPLE OCCUPATIONS OF POINTS USING VARIOUS SATELLITE CONFIGURATIONS. OBSERVATIONS WERE MADE DURING THE PERIODS WHEN FIVE OR MORE SATELLITES WERE AVAILABLE AND A PROOF OF LESS THAN FOUR WAS IN EFFECT.
- THERE MAY BE PORTIONS OF THIS PROPERTY WHICH MAY BE TYPED JURISDICTIONAL BY VARIOUS GOVERNMENT AGENCIES THESE POSSIBLE JURISDICTIONAL AREAS HAVE NOT BEEN DEALT WITH AS PART OF THIS SURVEY.

LEGEND

- BOUNDARIES
- IRON REBAR SET (LB 1882)
- LINE TYPES
- BOUNDARY LINE
- BARRIED WIRE FENCE
- METAL FENCE
- WOOD FENCE

ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- DELS. (CENTRAL ANGLE)
- R. RADIUS
- L. LINE LENGTH
- CR. CURVE BEARING
- NO. NORTH AMERICAN DATUM
- PA. PANEL BEARING/STATION (RADIUS)
- IB. LICENSED BARRISTERS
- PS. PROFESSIONAL SURVEYOR & MAPPER
- LS. LICENSED SURVEYOR
- P.B. PLAT BOOK
- ORB. OFFICIAL RECORD BOOK
- PC. PAGE
- W. MORE OR LESS

NOTE: THIS SURVEY IS NOT VALID IF PRINTED, OR WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY
OF
TRACT 500 & 800
OF RIVERSIDE PRESERVE PHASE I
PLAT BOOK 64, PAGE 30
LOCATED IN
SECTION 15, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

CERTIFICATE OF SURVEY

I, THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER, HEREBY CERTIFY THAT THIS RECORD OF LAND SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF IT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED, AND THAT IT MEETS THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA," CHAPTER 20-17, FLORIDA ADMINISTRATIVE CODE.

FLORIDA CERTIFICATE NO. 15719
DATE OF CERTIFICATION: 10-26-2020
DATE OF FIELD SURVEY: 10-20-2020

By: Brandon Lauster, P.S.M.
Brandon Lauster, P.S.M.

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

10/26/20
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MC REVISIONS	BY	DATE



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

January 12, 2021

ZNS Engineering (mikef@znseng.com)
Attention: Michael Ferdinand, P.E.
201 5th Avenue Drive East
Bradenton, FL 34208

**RE: Riverside Preserve – Phase II (Private Residential)
(PLN2010-0058)
Performance Cost Estimate
Public Infrastructure Final Lift Estimate
Reason – (Water, Sewer)**

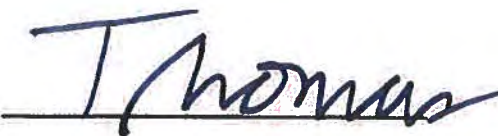
Dear Mr. Ferdinand:

Your cost estimate for the above referenced bond, dated **January 12, 2021**, 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 **\$239,782.47**, 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) 708-7450.

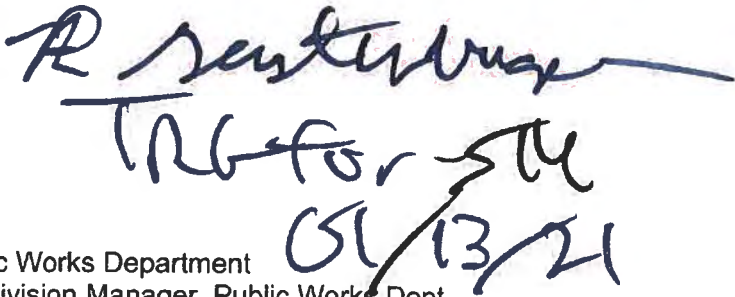
Sincerely,



Scott May, P.E., County Engineer
Deputy Director – Engineering Services

SM/gh/jmg

cc: Record Management
Brandy Wilkins, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Kenneth LaBarr, Infrastructure Inspection Division Manager, Public Works Dept.
Susan Angersoll, Senior Planning & Zoning Tech., Building & Development Services
Kevin Oatman, Planner I, Building & Development Services


TAG for SM
01/13/21

JAMES SATCHER District 1	REGGIE BELLAMY District 2	KEVIN VAN OSTENBRIDGE District 3	MISTY SERVIA District 4	VANESSA BAUGH District 5	CAROL WHITMORE At Large	GEORGE W. KRUSE At Large
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ZNS|ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

January 12, 2021

Mr. Kenneth LaBarr
Manatee County Public Works
1022 26th Avenue East
Bradenton, FL 34208

**RE: Required Public Improvements Estimate
Riverside Preserve Phase II
PDR-17-02/17-S-43(P)(R)/FSP-17-68(R)
ZNS File No. 44299**

Dear Mr. LaBarr:

I hereby certify that the engineering costs outlined herein (attachment) represents our estimate of the cost of required public 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 **\$239,782.47**, 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.

Michael Ferdinand, PE
Project Manager

Attachment
cc: Brandy Wilkins



Date:
2021.01.
12
12:02:17
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**REQUIRED PUBLIC IMPROVEMENTS
RIVERSIDE PRESERVE - Phase II
MARCH 2018**

ITEM NO	DESCRIPTION	QTY	Unit Price	Total Bid
D	SEWER			
1	8" SDR 26 PVC	1,340 LF	32.50 \$	43,550.00
2	Manhole - Lined	1 EA	6,700.00 \$	6,700.00
3	Manholes	3 EA	3,865.00 \$	11,595.00
4	Services - single (including office)	8 EA	650.00 \$	5,200.00
5	Services - double	15 EA	800.00 \$	12,000.00
6	Testing	1 LS	3,450.00 \$	3,450.00
	SUBTOTAL - SANITARY		\$	82,495.00
E	WATER			
1	8" C-900 PVC	1,007 LF	12.50 \$	12,587.50
2	8" DIP	93 LF	26.35 \$	2,450.55
3	2" HDPE	95 LF	6.80 \$	646.00
4	8" Gate Valves	4 EA	1,395.00 \$	5,580.00
5	8" MJ Bends (including conflict areas)	18 EA	850.00 \$	15,300.00
7	8" Tee	1 EA	1,100.00 \$	1,100.00
8	8"x2" MJ Reducer	1 EA	680.00 \$	680.00
9	Fire Hydrant Assembly (including 6" GV's)	3 EA	5,695.00 \$	17,085.00
10	2" Blow-off Assembly	1 EA	1,100.00 \$	1,100.00
11	Single Service - Short	4 EA	485.00 \$	1,940.00
12	Single Service - Long (include LS)	4 EA	525.00 \$	2,100.00
13	Double Service - Short	7 EA	980.00 \$	6,860.00
14	Double Service - Long	8 EA	1,100.00 \$	8,800.00
15	Connect to Existing (Jumper (s) necessary)	2 EA	5,500.00 \$	11,000.00
16	Testing	1,195 LF	3.20 \$	3,824.00
17	Bacteriological samples	1 LS	2,500.00 \$	2,500.00
18	Jumper(s) removal	2 EA	4,200.00 \$	8,400.00
	SUBTOTAL - WATER		\$	101,953.05
	SUMMARY			
D	SEWER		\$	82,495.00
E	WATER		\$	101,953.05
	GRAND TOTAL		\$	184,448.05

SURETY AT 130% \$ 239,782.47



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

January 12, 2021

ZNS Engineering (mikef@znseng.com)
Attention: Michael Ferdinand, P.E.
201 5th Avenue Drive East
Bradenton, FL 34208

**RE: Riverside Preserve – Phases II (Private Residential)
(PLN2010-0058)
Performance Cost Estimate
Required Private Improvements
Reason – (Earthwork, Roadway, Drainage, Reclaim Water)**


Dear Mr. Ferdinand:

Your cost estimate for the above referenced bond, dated **December 18, 2020**, 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 **\$454,160.53**, 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) 708-7450.

Sincerely,


Scott May, P.E., County Engineer
Deputy Director – Engineering Services
SM/ns/jmg

*See attached
Tab for SM
01/13/21*

- cc: Record Management
Brandy Wilkins, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Kenneth LaBarr, Infrastructure Inspection Division Manager, Public Works Dept.
Susan Angersoll, Senior Planning & Zoning Tech., Building & Development Services
Kevin Oatman, Planner I, Building & Development Services

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

December 18, 2020

Mr. Kenneth LaBarr
Manatee County Public Works
1022 26th Avenue East
Bradenton, FL 34208

**RE: Required Private Improvements Estimate
Riverside Preserve Phase II
PLN 2007-0037
PDR-17-02/17-S-43(P)(R)/FSP-17-68(R)
ZNS File No. 44299**

Dear Mr. LaBarr:

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. Please note that estimates for public required infrastructure improvements are being submitted under separate cover.

Upon completion of your review and approval of this completion estimate of **\$454,160.53**, 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.

Michael Ferdinand, PE
Project Manager

Attachment
cc: Brandy Wilkins



Date:
2020.12.
18
14:36:37
-05'00'

REQUIRED PRIVATE IMPROVEMENTS
RIVERSIDE PRESERVE - Phase II
MARCH 2018

ITEM NO	DESCRIPTION	QTY	Unit Price	Total Bid
A EARTHWORK				
1	Mobilization	1 LS	5,000.00 \$	5,000.00
2	Furnish, install and monitor Silt Fence (BMP)	3,000 LF	1.50 \$	4,500.00
3	Site Grading (lots, swales, etc.)	1 LS	10,500.00 \$	10,500.00
4	Bahia Sod (swales, back of s/w, curb, etc.)	1 LS	25,000.00 \$	25,000.00
5	Seeding (balance R/W & Lots)	1 LS	7,400.00 \$	7,400.00
6	Survey - Stakeout & Record Drawings	1 LS	10,000.00 \$	10,000.00
7	Geotechnical Testing & Reports	1 LS	7,500.00 \$	7,500.00
SUBTOTAL - EARTHWORK				\$ 69,900.00
B ROADWAY				
1	6" Stabilized Subgrade (LBR 40)	4,510 SY	5.00 \$	22,550.00
2	Base (Soil Cement, or equal)	3,570 SY	12.00 \$	42,840.00
3	1" Asphalt Type S-1 (first Lift)	3,570 SY	6.85 \$	24,454.50
4	3/4" Asphalt Type S-3 (second lift)	3,570 SY	6.00 \$	21,420.00
5	Curbing (including transitions & islands)	3,085 LF	12.75 \$	39,333.75
6	5' Handicap Ramp	2 EA	895.00 \$	1,790.00
7	5' x 4" Concrete Sidewalk (Common Area only)	- LF	19.50 \$	-
8	Signs and Temporary Striping	1 LS	800.00 \$	800.00
9	Permanent striping (Thermo-plastic)	1 LS	400.00 \$	400.00
10	Reinstall survey monuments after 2nd lift	1 LS	1,200.00 \$	1,200.00
SUBTOTAL - ROADWAY				\$ 154,788.25
C DRAINAGE				
1	18" RCP	102 LF	42.00 \$	4,284.00
2	24" RCP	246 LF	52.00 \$	12,792.00
3	30" RCP	127 LF	60.00 \$	7,620.00
4	Curb Inlets	6 EA	3,800.00 \$	22,800.00
5	Junction box	1 EA	2,895.00 \$	2,895.00
6	Testing	1 LS	3,495.00 \$	3,495.00
SUBTOTAL - DRAINAGE				\$ 53,886.00
F RECLAIM WATER				
1	6" C-900 PVC	1,300 LF	11.00 \$	14,300.00
2	6" Gate Valves	4 EA	895.00 \$	3,580.00
3	6" MJ Bends	16 EA	810.00 \$	12,960.00
4	6" MJ Tee	4 EA	885.00 \$	3,540.00
5	6" Tee	1 EA	1,120.00 \$	1,120.00
6	2" Blow-off Assembly	1 EA	1,100.00 \$	1,100.00
7	Single Service - Short	2 EA	485.00 \$	970.00
8	Single Service - Long (include LS)	6 EA	525.00 \$	3,150.00
9	Double Service - Short	9 EA	980.00 \$	8,820.00
10	Double Service - Long	6 EA	1,100.00 \$	6,600.00
11	Connect to Existing	2 EA	5,500.00 \$	11,000.00
12	Testing	1,300 LS	2.80 \$	3,640.00
SUBTOTAL - RECLAIM WATER				\$ 70,780.00
SUMMARY				
A	EARTHWORK		\$	69,900.00
B	ROADWAY		\$	154,788.25
C	DRAINAGE		\$	53,886.00
F	RECLAIM WATER		\$	70,780.00
GRAND TOTAL				\$ 349,354.25

SURETY AT 130% \$ 454,160.53



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

January 12, 2021

ZNS Engineering (mikef@znseng.com)
Attention: Michael Ferdinand, P.E.
201 5th Avenue Drive East
Bradenton, FL 34208

**RE: Riverside Preserve – Phases II (Private Residential)
(PLN2010-0058)
Performance Cost Estimate
Private Infrastructure Final Lift Estimate
Reason – (Second Lift of Asphalt)**

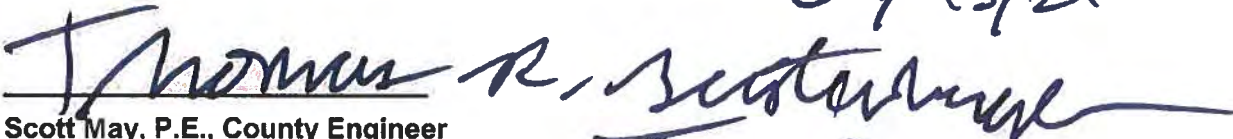
Dear Mr. Ferdinand:

Your cost estimate for the above referenced bond, dated **December 18, 2020**, 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 **\$29,926.00**, which is 130% of your estimated cost, would be sufficient to assure the County completion of the required private improvements.

If we can be of further assistance, please contact me at (941) 708-7450.

Sincerely,


Scott May, P.E., County Engineer
Deputy Director – Engineering Services
SM/gh/jmg

01/13/21
TAG for 5th

- cc: Record Management
Brandy Wilkins, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Kenneth LaBarr, Infrastructure Inspection Division Manager, Public Works Dept.
Susan Angersoll, Senior Planning & Zoning Tech., Building & Development Services
Kevin Oatman, Planner I, Building & Development Services

JAMES SATCHER District 1	REGGIE BELLAMY District 2	KEVIN VAN OSTENBRIDGE District 3	MISTY SERVIA District 4	VANESSA BAUGH District 5	CAROL WHITMORE At Large	GEORGE W. KRUSE At Large
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ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

December 18, 2020

Mr. Kenneth LaBarr
Manatee County Public Works
1022 26th Avenue East
Bradenton, FL 34208

**RE: Private Infrastructure Final Lift Estimate
Riverside Preserve Phase II
PLN 2007-0037
PDR-17-02/17-S-43(P)(R)/FSP-17-68(R)
ZNS File No. 44299**

Dear Mr. LaBarr:

I hereby certify that the engineering costs estimate attached represents our estimate of the cost of the final lift of asphalt to serve the above-referenced development, based on the site-work construction plans. The final asphalt lift will be installed at the appropriate time based upon completion of residences. This cost estimate has been prepared in order for the appropriate surety to be posted with Manatee County, guaranteeing completion of this lift of asphalt.

Upon completion of your review and approval of this completion estimate of **\$29,926.00**, please notify our office so that the appropriate surety may be obtained.

Please do not hesitate to call if you should have any questions or require additional information.

Sincerely,

ZNS ENGINEERING, L.C.

Michael Ferdinand, PE
Project Manager

Attachment
cc: Brandy Wilkins



Date:
2020.12.
18
14:37:23
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PUBLIC INFRASTRUCTURE FINAL LIFT ESTIMATE
RIVERSIDE PRESERVE - Phase II
MARCH 2018

ITEM NO	DESCRIPTION	QTY	Unit Price	Total Bid
PHASE 2				
1	3/4" Asphalt Type S-3 (second lift)	3,570 SY	6.00 \$	21,420.00
2	Permanent striping (Thermo-plastic)	1 LS	400.00 \$	400.00
3	Install Permanent Control Points	1 LS	1,200.00 \$	1,200.00
TOTAL - PHASE 2				\$ 23,020.00
SURETY AT 130%				\$ 29,926.00



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

January 13, 2021

Mr. Joseph W. L. Collins, PLA, ASLA
ZNS Engineering
201 5th Avenue Drive East
Bradenton, FL 34208

Via Email Only

**RE: Riverside Preserve – Phase II
PLN2010-0058, PDR-17-02/17-S-43(P)/FSP-17-62(R2)/20-S-57(F)
Performance Cost Estimate
Required Private Improvements
Reason – (Common Area Landscaping and Irrigation)**

Dear Joseph:

The cost estimate for the above referenced bond, dated **January 11, 2021**, 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 **\$68,448.48** which is 130% of your estimated costs, would be sufficient to assure the County completion of the required landscaping and irrigation private improvements.

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

Sincerely,


Kathleen Davis, Senior Planner
Environmental Planning Section

Cc: Brandy Wilkins, Public Works Dept. – Fiscal Services
Karla Ripley, Public Works Dept. – Infrastructure Engineering
Kevin Oatman, Plat Coordinator - Final Plat Review
Sherri Sheppard, Environmental Field Inspections

JAMES
SATCER
District 1

REGGIE
BELLAMY
District 2

KEVIN VAN
OSTENBRIDGE
District 3

MISTY
SERVIA
District 4

VANESSA
BAUGH
District 5

CAROL
WHITMORE
At Large

GEORGE W.
KRUSE
At Large

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

January 11, 2021

Ms. Kathleen Davis
Manatee County Building & Development Services Dept.
Environmental Planning Division
1112 Manatee Avenue West
Bradenton, FL 34205

RE: Riverside Preserve - Phase II
PDR-17-02/17-S-43/FSP-17-68(R2)/20-S-57(F), PLN2010-0058
ZNS Project No: 44299

Dear Ms. Davis,

The purpose of this letter is to request the approval of a private improvement bond estimate for Manatee County Land Development Code required common area planting and irrigation improvements to serve Phase II of 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.

Upon completion of your review and approval of this bond estimate of \$ 68,444.48 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,

ZNS Engineering, LC



Joseph W. L. Collins, PLA, ASLA
Registered Landscape Architect No. LA 6667401



**Riverside Preserve - PHASE II
Opinion of Cost for Planting Materials**

PLANTING

PLANT	Botanical/Common	Quantity	Unit	Unit Cost	Total
JS4	Juniperus silicicola / Southern Red Cedar 4"Cal. 95 Gal. Min., 14' - 16' Ht., 4'-5' Sor.	14	EA	\$ 450.00	\$ 6,300.00
PE4	Pinus elliotti densa / Slash Pine 4"Cal. 95 Gal. Min., 14' - 16' Ht., 4'-5' Sor.	21	EA	\$ 450.00	\$ 9,450.00
QV4	Quercus virginiana / Southern Live Oak 4"Cal. 95 Gal. Min., 14' - 16' Ht., 4'-5' Sor.	8	EA	\$ 1,125.00	\$ 9,000.00
CV	Codiaeum variegatum 'Mammey' / Mammey Croton 3 Gal., 18"-24" Ht., Full	5	EA	\$ 14.00	\$ 70.00
CR	Cordyline terminalis 'Red Sister' / Red Sister TI Plant 7 Gal. Min., 36" Ht., 3 Stems Min., Full	6	EA	\$ 35.00	\$ 210.00
MF	Myrcianthes fragrans / Simpson's Stopper 3 Gal., 24" Ht. Min., 3.0' O.C.	346	EA	\$ 14.00	\$ 4,844.00
RI	Rhaphiolepis Indica / Indian Hawthorn 3 Gal., 18"-24" Ht. Min., 3.5' O.C.	20	EA	\$ 12.00	\$ 240.00
TM	Trachelospermum asiaticum 'Minima' / Minima Jasmine 1 Gal., Spaced 18"-24" O.C.	36	EA	\$ 4.00	\$ 144.00
Mulch	Mulch 3" Depth Min. Landscape Grade, SF	6,620	SF	\$ 0.40	\$ 2,648.00
PLANTING Sub-Total					\$ 32,908.00

IRRIGATION

Irrigation	60% of Planting Estimate	1		\$ 19,743.60	\$ 19,743.60
PLANTING Sub-Total					\$ 32,908.00
IRRIGATION Sub-Total					\$ 19,743.60
PHASE II TOTAL					\$ 52,649.60
30% Manatee County Required Mark-up					\$ 15,794.88
Total Improvements @ 130%				\$	68,444.48

531.34. - Motor Freight Terminals.

- A. All outdoor vehicle storage areas and loading area shall be screened from adjacent properties and the right-of-way by a minimum six (6) foot high decorative, opaque fence. These facilities shall also meet the screening and landscaping requirements of Section 701.
- B. All loading and vehicle storage areas shall be set back fifty (50) feet from the street line and seventy-five (75) feet from adjacent residential property.
- C. A filtration system shall be installed as outlined in Section 801 and located before pollutants enter the retention/detention system. All requirements of Part V of this Chapter shall also be met.
- D. All bus and railroad maintenance facilities located adjacent to any property zoned or used residentially, shall provide a screening buffer meeting the width requirements in Section 701 plus a solid eight (8) foot high fence or wall along the side and rear property lines.



Southwest Florida Water Management District

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

An Equal
Opportunity
Employer

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

Sarasota Service Office
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)

January 30, 2018

Roxanne Morgan
15051 Upper Manatee River Road
Bradenton, FL 34212

**Subject: Notice of Intended Agency Action - Approval
ERP Individual Construction**
Project Name: Riverside Preserve
App ID/Permit No: 753974 / 43043249.000
County: Manatee
Sec/Twp/Rge: S15/T34S/R19E

Dear Permittee(s):

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

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 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: Dillon Reeves
Michael Ferdinand, P.E., ZNS Engineering, L.C.



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(813) 985-7481 or
1-800-838-0797 (FL only)

January 30, 2018

Roxanne Morgan
15051 Upper Manatee River Road
Bradenton, FL 34212

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

Project Name: Riverside Preserve
App ID/Permit No: 753974 / 43043249.000
County: Manatee
Sec/Twp/Rge: S15/T34S/R19E

Dear Permittee(s):

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

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

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

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

App ID/Permit No:753974 / 43043249.000

Page 2

January 30, 2018

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: Dillon Reeves
Michael Ferdinand, P.E., ZNS Engineering, L.C.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43043249.000**

EXPIRATION DATE: January 30, 2023

PERMIT ISSUE DATE: January 30, 2018

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: Riverside Preserve
GRANTED TO: Roxanne Morgan
15051 Upper Manatee River Road
Bradenton, FL 34212

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorizes the construction of a stormwater management system serving a 44.5 acre residential subdivision. Water quality treatment and peak discharge attenuation will be provided by two (2) proposed wet detention ponds. A floodplain compensation pond is also proposed. The site is located at the northeast quadrant of the intersection of Upper Manatee River Road and Williams Road in Manatee County, Florida. 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: Riverside Preserve Homeowners Association
OTHER OP. & MAIN. ENTITY: N/A
COUNTY: Manatee
SEC/TWP/RGE: S15/T34S/R19E
**TOTAL ACRES OWNED
OR UNDER CONTROL:** 46.75
PROJECT SIZE: 44.50 Acres
LAND USE: Residential
DATE APPLICATION FILED: October 06, 2017
AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
1	3.85	MAN-MADE WET DETENTION
2	1.85	MAN-MADE WET DETENTION
FP Comp-1	2.85	NO TREATMENT SPECIFIED
	Total: 8.55	

Water Quality/Quantity Comments:

The project consists of a 126 unit residential subdivision. Water quality treatment and attenuation will be provided by proposed wet detention Ponds 1 and 2. Pond FP Comp-1 is a proposed floodplain compensation pond.

Upper Manatee River Road widening/turn lane improvements are also proposed in conjunction with the project. Consistent with Exempt Activities Rule 62-330.051(4)(c), F.A.C. the Upper Manatee River Road widening/turn lane improvements do not require water quality treatment/attenuation.

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

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
9.86	17.31	Equivalent Excavation	N/A

Floodplain Comments:

The project is located within FEMA Flood Zones AE, A and X. Floodplain compensation Pond FP Comp-1 will provide 17.31 acre-feet of compensation for 9.86 acre-feet of encroachment.

*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*
OSW 1	0.56	0.56	0.00	0.00	0.00	0.00
OSW 2	0.43	0.00	0.43	0.00	0.00	0.00
OSW 3	0.08	0.00	0.08	0.00	0.00	0.00
OSW 4	0.18	0.00	0.18	0.00	0.00	0.00
OSW 5	0.15	0.00	0.15	0.00	0.00	0.00
OSW 6	0.19	0.00	0.19	0.00	0.00	0.00
OSW 7	0.12	0.00	0.12	0.00	0.00	0.00
Wetland A	0.25	0.25	0.00	0.00	0.00	0.00
Wetland B	0.06	0.06	0.00	0.00	0.00	0.00
Wetland C	0.04	0.04	0.00	0.00	0.00	0.00
Total:	2.06	0.91	1.15	0.00	0.00	0.00

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

Wetland/Other Surface Water Comments:

There are 0.35 acre of wetlands (FLUCCS 640) located within the project area for this ERP. Wetland impacts are not proposed or authorized by this permit. There are 1.71 acres of surface waters, consisting of upland cut ditches (FLUCCS 510) and upland cut ponds (FLUCCS 534), located within the project area. Permanent dredging and filling impacts to 1.15 acres of the project surface waters will occur for construction of the project.

Mitigation Information

Mitigation Comments:

Mitigation is not required for permanent filling impacts to the upland cut ditches pursuant to Subsection 10.2.2.2 of the ERP Applicant's Handbook Vol. I. Under this Subsection, mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Mitigation is not required for permanent dredging and filling impacts to the upland cut ponds pursuant to Subsection 10.2.2.2 of the ERP Applicant's Handbook Vol. I. Under this Subsection, mitigation is not required for impacts to wholly owned ponds that were constructed in uplands, which are less than one acre in area and do not provide significant habitat for threatened or endangered species.

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 wetlands, wetland buffers, and drainage easements 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 buffersThe 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, buffer areas, and drainage easements 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 condominiumThe 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. The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/ No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a 4-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida and to FWC at ImperiledSpecies@myFWC.com.

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs shall be removed by the Permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2 by 11 " explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

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. The Permitted Plan Set for this project includes the set received by the District on January 24, 2018.
15. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

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

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

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded (by the District) in the public records of the County(s) where the project is located.
24. Cleared sites such as areas that have undergone surface scraping may attract ground nesting species such as least terns or other imperiled beach-nesting birds (IBNB) during nesting season. IBNB nests have been documented on a variety of disturbed sites, including construction sites (FWC 2013). IBNB deposit their eggs in shallow depressions or scrapes in the substrate, possibly lined with pebbles, grasses, or coquina shells (FWC 2013). Egg-laying for colonial and solitary beach nesting birds usually begins in mid-February. Colonies can range in size from a few breeding pairs to many hundreds (FWC 2013). FWC staff recommends the following measures to reduce nesting potential during construction:
- a. Conduct construction activities outside of the breeding season (generally April through August),
 - b. Clear the site only when ready to build, and
 - c. Avoid leaving cleared areas with little to no activity for an extended amount of time.
- If nesting is observed, we recommend contacting FWC staff to discuss necessary nest buffers and potential permitting alternatives. For additional information, please refer to FWC's Breeding Bird Protocol for Florida's Seabirds and Shorebirds located at the following web address:
<https://public.myfwc.com/crossdoi/shorebirds/PDF-files/BreedingBirdProtocolForFloridasSeabirdsAndShorebirds.pdf>.
25. Suitable habitat for Southeastern American kestrels may be found within the proposed project area and a species of kestrel was observed onsite. FWC staff recommends that the permittee conduct kestrel surveys between May and July to avoid confusion with the migratory subspecies of American kestrel (*Falco sparverius*). Survey guidelines, reporting criteria, and habitat needs for

the Southeastern American kestrel can be found within the Florida Wildlife Conservation Guide (FWCG) at the following website:
http://fwcg.myfwc.com/docs/American_Kestrel_Technical_Report.pdf. If surveys encounter active nest cavities, FWC recommends avoiding project activities within 150 meters of the nest tree during the breeding season (mid-March to mid-June). If nesting is discovered after construction has begun or if maintaining the recommended buffer is not possible, FWC recommends that the applicant contact FWC staff (Jason.Wagman@MyFWC.com) to discuss potential permitting needs. In areas of suitable kestrel habitat, we recommend retaining snags whenever possible.

GENERAL CONDITIONS

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

Michelle K. Hopkins, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

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

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

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

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

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT
**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Riverside Preserve

PROJECT NAME

Residential

PROJECT TYPE

Manatee

COUNTY

S15/T34S/R19E

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

Roxanne Morgan

PERMITTEE

APPLICATION ID/PERMIT NO: 753974 / 43043249.000

DATE ISSUED: January 30, 2018



Michelle K. Hopkins, P.E.

Issuing Authority

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

Notice of Rights

ADMINISTRATIVE HEARING

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

JUDICIAL REVIEW

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