

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	SUMMERHOUSE
BOOK 70	PAGE(S) 139 THRU 145
OWNER OF RECORD:	CNL 117TH STREET EAST LLC
DRAINAGE PLANS	
BOOK	PAGE(S)
ROADS	
BOOK:	PAGE(S):

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

BY: *Ronda Owens*
DEPUTY CLERK



Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: RPOWERS

Changed By: ddrabent

Receipt#: 900363732 Payee Name: RECORDING

Receipt Date: 03/26/2021

Instrument: 202141038990 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$90.00

Instrument Total: \$120.00

Instrument: 202141038991 AGREEMENT

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

Instrument Total: \$137.50

Receipt Total: \$257.50

Amount Tendered: \$257.50

Overage: \$0.00

Check \$257.50 1114

Amount Paid:



Summerhouse – Private Project w/Private Improvements

- 1) Common Area Landscaping
- 2) Nuisance Exotic Species Removal & Wetland Buffer Enhancement

**AGREEMENT FOR PRIVATE
COMMERCIAL WITH PRIVATE IMPROVEMENTS
SUMMERHOUSE**

This Agreement is entered into as of March 23, 2021, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and CNL 117th Street East LLC, a Florida 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 COMMERCIAL 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 **Summerhouse/PLN2005-0059**; 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 3/23/21
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Summerhouse – Private Project w/Private Improvements

1) Common Area Landscaping

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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 **PLN2005-0059** (hereinafter, the “Development Order”), this Agreement and the Code.

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

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

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in

Summerhouse – Private Project w/Private Improvements

1) Common Area Landscaping

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

1.5 Maintenance; Defects. The Association shall be solely responsible for maintaining the Private Improvements after the Developer transfer ownership of such Private Improvements. Developer shall provide and record protective covenants, conditions and restrictions (hereinafter the “Protective Covenants”) satisfactory to the County for the maintenance of the Private Improvements. The Protective Covenants shall provide a method for the Developer or the Association to assess the owners of the Property for the cost of maintaining the Private Improvements. Moreover, the Protective Covenants shall provide that the Developer or the Association can impose liens against those residential units for which payment of any assessment is not made. The Developer agrees, for itself and on behalf of the Association and all other successors in interest, that the Protective Covenants shall remain in full force and effect at all times.

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

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

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

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

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

Summerhouse – Private Project w/Private Improvements

1) Common Area Landscaping

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

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

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

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

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

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

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

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

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

Article II

TERM AND TERMINATION

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

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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.

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.

Summerhouse – Private Project w/Private Improvements

1) Common Area Landscaping

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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
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: CNL 117th Street East, LLC
5391 Lakewood Ranch Blvd., Suite 100
Sarasota, Florida 34240
Facsimile: (941) 929-9581

Summerhouse – Private Project w/Private Improvements

1) Common Area Landscaping

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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]

Summerhouse – Private Project w/Private Improvements
1) Common Area Landscaping
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WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

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

By: Board of County Commissioners

By: Karen Stewart
Acting County Administrator 3/23/21

STATE OF FLORIDA
COUNTY OF MANATEE

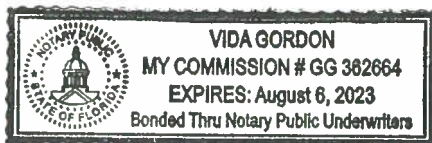
This instrument was acknowledged before me by means of physical presence or online notarization this 25 day of March, 2021, by Karen Stewart (Acting County Administrator), on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced N/A as identification.



Notary Public Signature
Vida Gordon

Printed Name

[Notary Seal/Stamp]




Summerhouse – Private Project w/Private Improvements

- 1) Common Area Landscaping
- 2) Nuisance Exotic Species Removal & Wetland Buffer Enhancement

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:


Print name: LESLIE SILVERSTEIN


Print name: DANIEL NOYEL

CNL 117th STREET EAST, LLC,
a Florida limited liability company

By: CASTO NET LEASE PROPERTIES,
LLC, a Florida limited liability company
its Manager


By: J. Brett Hutchens
Name: J. Brett Hutchens
Title: Manager

5391 Lakewood Ranch Blvd, Suite 100
Sarasota, Florida 34240

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization this 1 day of March, 2021, by J. Brett Hutchens, as
Manager of Casto Net Lease Properties, LLC, a Florida limited liability company, Manager of
CNL 117th Street East, LLC, a Florida limited liability company, on behalf of the company. He
is [] personally known to me or has [] produced _____ as identification.




NOTARY PUBLIC Signature

Printed Name

Summerhouse – Private Project w/Private Improvements

1) Common Area Landscaping

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EXHIBIT “A”

DESCRIPTION OF PROPERTY

DESCRIPTION: THAT PORTION OF SECTIONS 29 AND 32, TOWNSHIP 34 SOUTH RANGE 19 EAST, MANATEE COUNTY FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST MANATEE COUNTY, FLORIDA; THENCE N.89°42'45"W., 2,236.35 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64 (RIGHT-OF-WAY WIDTH VARIES) AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13050-000 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S.78°22'55"E., 315.03 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 5,114.77 FEET; THENCE EASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, 481.22 FEET THROUGH A CENTRAL ANGLE OF 05°23'26" (CHORD BEARING S.81°04'38"E., 481.04 FEET) TO THE WEST RIGHT-OF-WAY LINE OF JOHN TAYLOR ROAD (BLUE CYPRESS STREET - PLAT) AND THE WEST BOUNDARY OF EAGLE TRACE PHASE 1 AS RECORDED IN PLAT BOOK 56, PAGE 61 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID PLAT BOUNDARY, S.00°38'52"W. 633.70 FEET; THENCE LEAVING SAID LINE, THENCE N.89°34'29"W., 756.96 FEET; THENCE S.00°41'08"W., 466.91 FEET; THENCE N.89°35'51"W., 176.03 FEET; THENCE S.00°39'04"W., 299.62 FEET; THENCE N.89°36'29"W., 13.22 FEET TO THE EAST RIGHT-OF-WAY LINE OF 117TH STREET EAST TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 930.00 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG SAID CURVE, 207.74 FEET THROUGH A CENTRAL ANGLE OF 12°47'54" (CHORD BEARING N.22°48'22"W., 207.31 FEET); THENCE N.16°24'24"W., 368.37 FEET TO A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1,390.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, 485.13 FEET THROUGH A CENTRAL ANGLE OF 19°59'50" (CHORD BEARING N.06°24'29"W., 482.68 FEET); THENCE N.03°35'25"E., 546.12 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 59.89 FEET THROUGH A CENTRAL ANGLE OF 98°02'09" (CHORD BEARING N.52°35'55"E., 54.84 FEET) TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64; THENCE ALONG SAID RIGHT-OF-WAY LINE, S.78°22'55"E., 347.76 FEET TO THE POINT OF BEGINNING.

Summerhouse – Private Project w/Private Improvements

1) Common Area Landscaping

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EXHIBIT “B-1”

PRIVATE IMPROVEMENTS

	Improvement	Estimated Cost
1	Common Area Landscaping	\$360,797.09
2	Nuisance Exotic Species Removal & Wetland Buffer Enhancement	\$7,931.16
3		
4		
5		
6		

Summerhouse – Private Project w/Private Improvements

1) Common Area Landscaping

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

	Improvement	Estimated Cost
1		
2		
3		
4		
5		

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Summerhouse – Private Project w/Private Improvements

1) Common Area Landscaping

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

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

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Summerhouse – Private Project w/Private Improvements

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**EXHIBIT “C”
PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	Surety Bond No. LICX1202766 issued by Lexon Insurance Company	\$360,797.09
2	Surety Bond No. LICX1202765 issued by Lexon Insurance Company	\$7,931.16
3		
4		
5		
6		



Approved in Open Session 3/23/21
Manatee County
Board of County Commissioners

Board of County Commissioners March 23, 2021 – Regular Meeting

SUBJECT

APPROVAL OF FINAL PLAT AND ASSOCIATED DOCUMENTS FOR SUMMERHOUSE

Category
CONSENT AGENDA

PLAT BOOK: 70
PAGES: 139 - 145

Briefings

None

Contact and/or Presenter Information

Kevin Oatman, Planner, 748-4501 x 6841

Action Requested

1. Execute and Record Final Plat;
2. Authorize the County Administrator, or designee, to Accept, Execute, and Record Agreement for Private Commercial Subdivision with Private Improvements for Summerhouse;
3. Authorize the County Administrator, or designee, to accept and execute Surety Bond for Performance of Required Improvements, Summerhouse, Surety Bond No. LICX1202952 issued through Lexon Insurance Company for \$7,931.16;
4. Authorize the County Administrator, or designee, to accept and execute Surety Bond for Performance of Required Improvements, Summerhouse, Surety Bond No. LICX1202953 issued through Lexon Insurance Company for \$360,797.09.

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 is part of a Master Certificate of Level of Service for Traffic circulation, mass transit, drainage, solid waste, and parks, Objective 2.4.2 Concurrency, CLOS-08-036 – Lakewood Center DRI #27.

Background Discussion

- The Final Commercial Subdivision plat is for 7 lots

- The First Amendment to the Declaration of Covenants Restrictions and Easements Agreement for Summerhouse was recorded on December 4, 2020, Instrument No. 202041133481
- The Developer has posted Surety Bonds to warrant the performance of required private improvements for Common Area Landscaping, Nuisance Exotic Species Removal, and Wetland Buffer Enhancement

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 3/26/21, RT**

Cost and Funds Source Account Number and Name

0

Amount and Frequency of Recurring Costs

0

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

Property Owner (Company or individual) (print): CNL 117th Street East, LLC
Mailing Address (print): 5391 Lakewood Ranch Blvd, Suite 100
Sarasota, FL 34240
Officer's Name and Title (print): J Brett Hutchins

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

1. That I am (we are) the owner's and record title holder(s) of the following described property legal description, to wit SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION
2. That this property constitutes the property for which a request for Final Site Plan and Construction Plan Modifications is being applied for to Manatee County, Florida;
3. That the undersigned has (have) appointed and does (do) appoint MORRIS ENGINEERING & CONSULTING, LLC as agent(s) to execute any petitions or other documents necessary to affect such petition; and request that you accept my agent(s) signature as representing my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct.

J. Brett Hutchins / **AUTHORIZED SIGNATORY**
Owner's Signature/Print Title

Owner's Signature/Print Title

STATE OF FLORIDA Sarasota
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this February 20, 2020 by
(date) _____, who is personally known to me
(name of person acknowledging)

or who has produced _____ as identification.
(type of identification)
My Commission Expires: _____
Signature of Person Taking Acknowledgment: Leslie E. Silverstein
Name: Leslie E. Silverstein
Title or Rank: _____



LEGAL DESCRIPTION

EXHIBIT A

THAT PORTION OF SECTIONS 29 AND 32, TOWNSHIP 34 SOUTH RANGE 19 EAST, MANATEE COUNTY FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST MANATEE COUNTY, FLORIDA; THENCE N.89°42'29"W., 2,236.35 FEET TO THE POINT OF BEGINNING BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64 (RIGHT-OF-WAY WIDTH VARIES) AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13050-000; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S.78°22'39"E., 315.03 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 5114.77 FEET; THENCE EASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, 481.22 FEET THROUGH A CENTRAL ANGLE OF 05°23'26"(CHORD BEARING S.81°04'22"E.) TO THE WEST RIGHT-OF-WAY LINE OF JOHN TAYLOR ROAD (BLUE CYPRESS STREET - PLAT) AND THE WEST BOUNDARY OF EAGLE TRACE PHASE 1 AS RECORDED IN PLAT BOOK 56, PAGE 61 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID PLAT BOUNDARY THE FOLLOWING: S.00°39'08"W. 633.70 FEET; THENCE N.89°34'13"W., 756.96 FEET; THENCE S.00°41'24"W., 466.91 FEET; THENCE N.89°35'35"W., 176.03 FEET; THENCE S.00°39'20"W., 299.62 FEET TO THE SOUTHWEST CORNER OF SAID EAGLE TRACE PHASE 1; THENCE LEAVING SAID PLAT BOUNDARY, N.89°36'13"W., 13.22 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 930.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 207.74 FEET THROUGH A CENTRAL ANGLE OF 12°47'54"(CHORD BEARING N.22°48'05"W., 207.31 FEET); THENCE N.16°24'08"W., 368.37 FEET TO A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1,390.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, 485.13 FEET THROUGH A CENTRAL ANGLE OF 19°59'50" (CHORD BEARING N.06°24'13"W., 482.68 FEET); THENCE N.03°35'42"E., 586.41 FEET TO THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64; THENCE ALONG SAID LINE, S.78°22'39"E., 388.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.437 ACRES, MORE OR LESS.

Form No. 8402 **SUMMERHOUSE, a Subdivision**

TITLE CERTIFICATION

Legal Description: (Attached as **Exhibit "A"**)

I, Robert F. Greene, Esq., hereby confirm that apparent record title to the land described above is in the names of CNL 117th Street East LLC, a Florida limited liability company, PR III/LIV Summerhouse Apartments LP, a Delaware limited liability partnership, ABC Properties, Ltd., a Florida limited partnership, and Circle K Stores Inc., a Texas corporation, the entities executing the offer of dedication appearing on the above plat. All property taxes have been paid on the land described as of the date of certification through and including property taxes for 2020. All mortgagees or liens not satisfied or released of record are as follows:

Mortgagees:

TD Bank, N.A.

Official Record Book and Page(s):

O.R. Instrument No. 202041011567

Liens:

None _____

WITNESS my hand and official seal at Manatee County, Florida, this 13th day of January, 2021.

Signature:  _____

Robert F. Greene, Esq.
Greene Hamrick Schermer & Johnson, P.A.
601 12th Street West
Bradenton, Florida 34205
FL. Bar No. 252832

Exhibit "A"

DESCRIPTION: THAT PORTION OF SECTIONS 29 AND 32, TOWNSHIP 34 SOUTH RANGE 19 EAST, MANATEE COUNTY FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST MANATEE COUNTY, FLORIDA; THENCE N.89°42'45"W., 2,236.35 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64 (RIGHT-OF-WAY WIDTH VARIES) AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13050-000 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S.78°22'55"E., 315.03 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 5,114.77 FEET; THENCE EASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, 481.22 FEET THROUGH A CENTRAL ANGLE OF 05°23'26" (CHORD BEARING S.81°04'38"E., 481.04 FEET) TO THE WEST RIGHT-OF-WAY LINE OF JOHN TAYLOR ROAD (BLUE CYPRESS STREET - PLAT) AND THE WEST BOUNDARY OF EAGLE TRACE PHASE 1 AS RECORDED IN PLAT BOOK 56, PAGE 61 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID PLAT BOUNDARY, S.00°38'52"W. 633.70 FEET; THENCE LEAVING SAID LINE, THENCE N.89°34'29"W., 756.96 FEET; THENCE S.00°41'08"W., 466.91 FEET; THENCE N.89°35'51"W., 176.03 FEET; THENCE S.00°39'04"W., 299.62 FEET; THENCE N.89°36'29"W., 13.22 FEET TO THE EAST RIGHT-OF-WAY LINE OF 117TH STREET EAST TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 930.00 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG SAID CURVE, 207.74 FEET THROUGH A CENTRAL ANGLE OF 12°47'54" (CHORD BEARING N.22°48'22"W., 207.31 FEET); THENCE N.16°24'24"W., 368.37 FEET TO A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1,390.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, 485.13 FEET THROUGH A CENTRAL ANGLE OF 19°59'50" (CHORD BEARING N.06°24'29"W., 482.68 FEET); THENCE N.03°35'25"E., 546.12 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 59.89 FEET THROUGH A CENTRAL ANGLE OF 98°02'09" (CHORD BEARING N.52°35'55"E., 54.84 FEET) TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64; THENCE ALONG SAID RIGHT-OF-WAY LINE, S.78°22'55"E., 347.76 FEET TO THE POINT OF BEGINNING.

"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: August 5, 2008 Expiration Date: September 9, 2035**

CERTIFICATE NUMBER: CLOS-08-036

Project Name: LAKEWOOD CENTRE DRI PHASES 1-3

Project File No.: LDA-10-01/LDA-13-03/ORDINANCE 14-30/PDMU-06-30(G)(R4)

Type of Development Order: DRI

Location: Sec. 4-9,16-18, 32, 33 Twp. 34, 35 Range 19

DP# SEE APPLICATION Land Acres 1493.62 WATER TTMT PLT SE

ADDRESS E of Lakewood Ranch Blvd, N of SR 70, W of White Eagle Blvd, S of SR 64,SCT

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

Project must comply with the conditions contained in LDA-10-01, LDA-13-03 and DRI approval documents.

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)

Phase 1 - updated with (G)(R3) (900 mf, 1008 sf, 360,000 sq ft retail, 358,000 sq ft office, 300 hotel rooms)

Phase 2 – 1,800 multifamily units, 200 single family units, 542,000 sq ft retail, 458,000 sq ft office

Phase 3 – 539 multifamily units, 236 single family units, 772,000 sq ft retail, 647,000 sq ft office

Revised with approval of LDA-10-01

Revised 11/14/2011 to reflect extension of phasing build out dates per letter from L. Barrett to T. Pokrywa dated 10/20/2011 (HB 7207)

Revised 02/23/2012 to reflect extension of phasing build out dates per letter from L. Barrett to T. Pokrywa dated 02/10/2012 (F.S. 252.363 EO's 11-128, 11-172 & 11-202)

Revised 1/18/2013 to include one year and 121 day extension granted with F.S. 252.363 request (Debby – EO's 12-140, 12-192, & 12-217; Isaac – EO 12-199)

Revised 3/3/2015 to include approval of Phases 2 and 3 (PDMU-06-30(G)(R3)/Ord 14-30)

Revised 2/5/2016 to include 60 day and 6 month extension granted with F.S. 252.363 request (Tropical Storm

Lakewood Centre DRI #27

CLOS 08-036

Page 2

Erika - EO 15-173)

Revised 10/18/2016 to include 60 day and 6 month extension granted with F.S. 252.363 request (Tropical Storm Colin - EO 16-136)

Revised 10/18/2016 to include 60 day and 6 month extension granted with F.S. 252.363 request (Tropical Storm Hermine - EO 16-205 & 16-206)

Revised 09/13/2017 to include 240 day and 6 month extension granted with F.S. 252.363 request (Hurricane Matthew – EO 16-230, 16-274, 17-16, and 17-67)

Revised 11/22/2017 to include 69 day and 6 month extension granted with F.S. 252.363 request (Wildfires – EO 17-120 and 17-174)

Revised 11/22/2017 to include 5 day and 6 month extension granted with F.S. 252.363 request (Tropical Storm Emily – EO 17-204 and 17-220)

Revised 6/29/2018 to include 180 day and 6 month extension granted with FS 252.363 request (Hurricane Irma – EO 17-235, 17-287, & 17-330)

Revised 9/26/2018 to include 14 day and 6 month extension granted with FS 252.363 request (Subtropical Storm Alberto – EO 18-150 & 18-157)

Revised 2/15/2019 to include 271 day and 6 month extension granted with F.S. 252.363 request (Hurricane Maria – EO 17-259, 17-304, 18-17, 18-80, 18-135, 18-214, 18-236, and 18-281)

Revised 4/2/2019 to include 0 day and 6 month extension granted with F.S. 252.363 request (Hurricane Florence – EO 18-253)

Revised 4/2/2019 to include 0 day and 6 month extension granted with F.S. 252.363 request (Tropical Storm Michael – EO 18-276 and 18-277)

Revised 4/2/2019 to include 1 day and 6 month extension granted with F.S. 252.363 request (Red Tide – EO 18-221, 18-275, 18-278, and 18-282)

****Revised 6/18/2019 to include 126 day and 6 month extension granted with F.S. 252.363 request (Opioid Epidemic – EO 17-146, 17-177, 17-178, 17-230, 17-285, 17-329, 18-47, 18-110, 18-177, 18-235, 18-279, 18-362, and 19-36)**

SECTIONS 29 & 32, TOWNSHIP 34 S., RANGE 19 E.

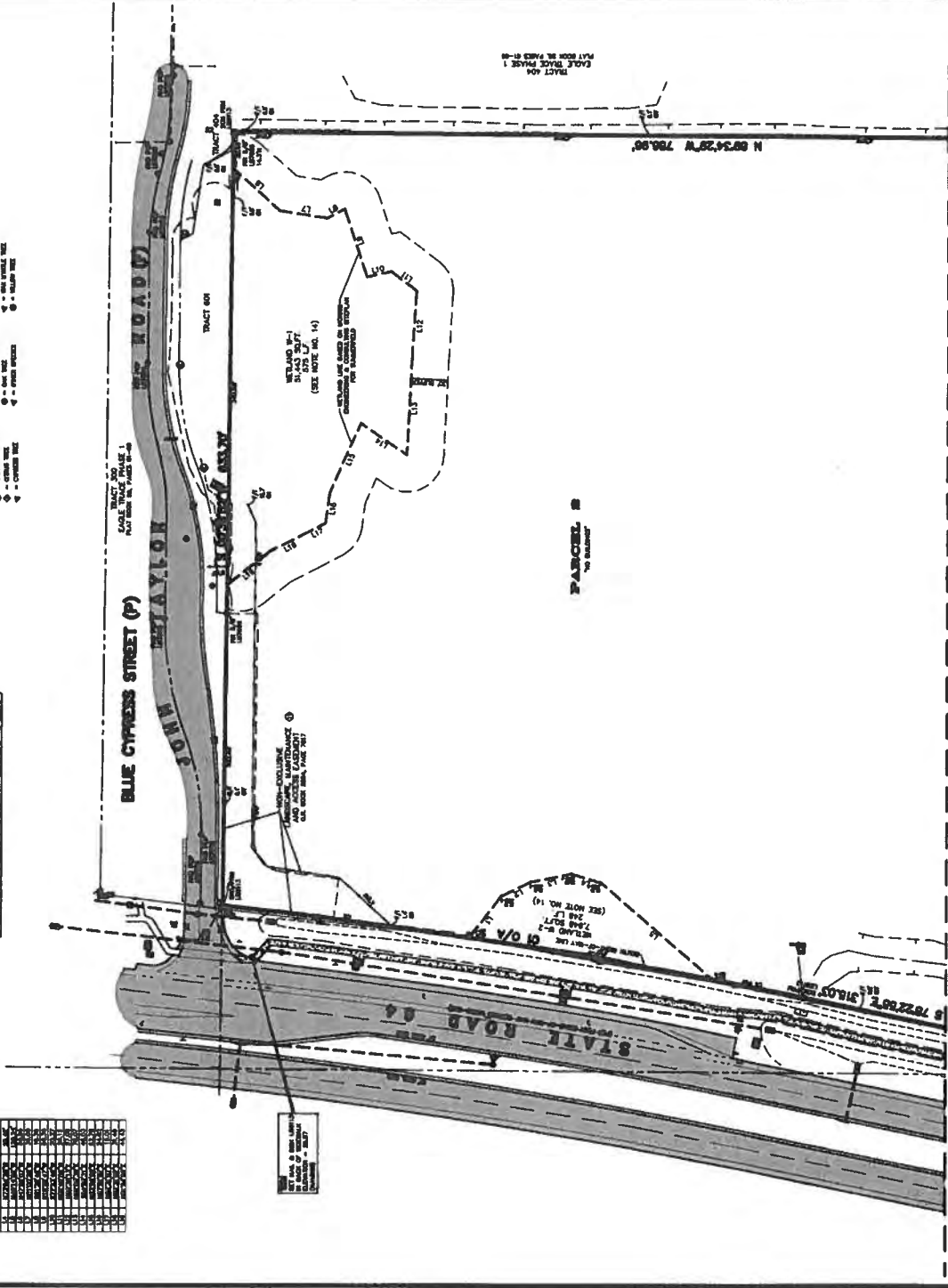
MANATEE COUNTY, FLORIDA

DESCRIPTION

- TREE LEGEND**
- - BAY TREE
 - - PALM TREE
 - - GUM TREE
 - - LARGO TREE
 - - SANDALWOOD TREE
 - - OAK TREE
 - - PINE TREE
 - - OTHER TREES

CONTRACT NUMBER	DATE	OWNER	DESCRIPTION
1	11-20-18	ALFA ASSO'S	ALFA ASSO'S LAND TITLE SURVEY
2	11-20-18	ALFA ASSO'S	ALFA ASSO'S LAND TITLE SURVEY
3	11-20-18	ALFA ASSO'S	ALFA ASSO'S LAND TITLE SURVEY
4	11-20-18	ALFA ASSO'S	ALFA ASSO'S LAND TITLE SURVEY
5	11-20-18	ALFA ASSO'S	ALFA ASSO'S LAND TITLE SURVEY

DATE	REVISION	DESCRIPTION
11-20-18	1	ISSUE
11-20-18	2	REVISION
11-20-18	3	REVISION
11-20-18	4	REVISION
11-20-18	5	REVISION



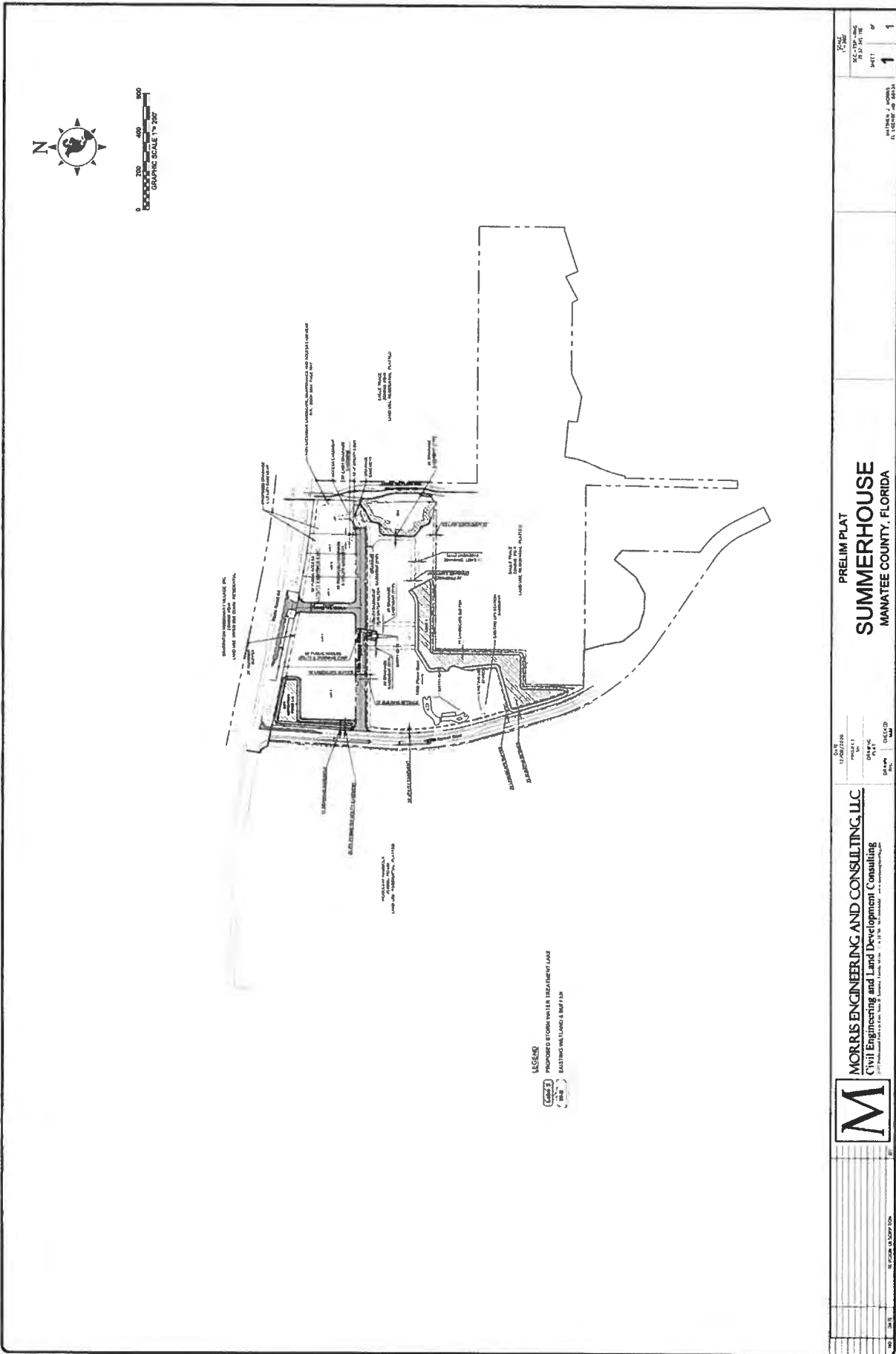
LEGEND

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ALFA ASSO'S LAND TITLE SURVEY
BOUNDARY & TOPOGRAPHIC SURVEY
 SR 64 & 117TH STREET EAST

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 0113
 1000 UNIVERSITY BOULEVARD, SUITE 0
 TAMPA, FLORIDA 33606
 (727) 491-4113

DATE	REVISION	DESCRIPTION
11-20-18	1	ISSUE
11-20-18	2	REVISION
11-20-18	3	REVISION
11-20-18	4	REVISION
11-20-18	5	REVISION



DATE: 12/29/2008
 PROJECT: 08041
 DRAWN BY: GUY
 CHECKED BY: GUY

PRELIM PLAT
SUMMERHOUSE
 MANATEE COUNTY, FLORIDA

M
MORRIS ENGINEERING AND CONSULTING, LLC
 Civil Engineering and Land Development Consulting
 11000 Highway 19, Suite 200, Bradenton, FL 34211
 TEL: 941-755-8888 FAX: 941-755-8889
 WWW.MORRIS-EC.COM

DATE: 12/29/2008
 PROJECT: 08041
 DRAWN BY: GUY
 CHECKED BY: GUY

DATE: 12/29/2008
 PROJECT: 08041
 DRAWN BY: GUY
 CHECKED BY: GUY

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 PROJECT: 08041
 DRAWN BY: GUY
 CHECKED BY: GUY

DATE: 12/29/2008
 PROJECT: 08041
 DRAWN BY: GUY
 CHECKED BY: GUY

This Instrument Prepared by:
Robert F. Greene, Esq.
Greene Hamrick Schermer & Johnson, P.A.
601 12th Street West
Bradenton, FL 34205

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS AGREEMENT FOR SUMMERHOUSE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AGREEMENT FOR SUMMERHOUSE ("First Amendment") is made as of this 2nd of December, 2020, by and among CNL 117th STREET EAST LLC, a Florida limited liability company ("Casto"), PR III/LIV SUMMERHOUSE APARTMENTS LP, a Delaware limited partnership ("LIV"), and ABC PROPERTIES, LTD., a Florida limited partnership ("ABC").

BACKGROUND

A. Casto previously executed Declaration of Covenants, Restrictions and Easements Agreement for Summerhouse dated December 23, 2019, recorded in Official Records Book 2820, Page 1384, of the Public Records of Manatee County, Florida ("Declaration").

B. Subsequent to recording of the Declaration, Casto conveyed to LIV Lot 1, as described in the Declaration where upon LIV became the Developer under the Declaration. Seller also conveyed a portion of the "Property" as described in the Declaration to ABC.

C. Casto, LIV and ABC are the "Owners" of all of the Property encumbered by the Declaration and desires to revise the Declaration in accordance with the following provisions:

NOW, THEREFORE, in consideration of this First Amendment set forth therein and herein, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Casto and LIV hereby agree to amend the Declaration as follows:

1. Recitals. The above Background recitals are approved by the parties and in acceptance by reference. Capitalized terms used herein that are not defined shall have the meanings given to such terms in the Declaration.

2. Amendment to Declaration. The Declaration is amended as follows:

(a) Recital A of the Declaration is amended to state that the Property is to be subdivided into seven (7) Lots as depicted on the Plat. Lot 4 referenced in the Declaration has been subdivided into Lots 4, 5, 6 & 7. Schedule B to the Declaration is deleted and replaced with the attached Revised Schedule B.

(b) Section 1.05 of the Declaration is restated in its entirety as follows:

Section 1.05. Relocation of Easements and Common Improvements. The Owner of a Parcel shall have the right to relocate the Drainage Easement Area on such Owner's Parcel and to relocate, alter or otherwise change the Common Improvements located from time to time within the Drainage Easement Area on such Owner's Parcel; provided, however, (a) the relocated Drainage Easement Area shall be subject to easement assuring continued use by all other Owners with terms in no event inferior to the rights granted herein, and located so as to not materially impair the use of the Common Improvements by any Owner; (b) any relocated Drainage Easements and facilities shall maintain capacity to accommodate the surface water discharge from the Parcels equivalent or better than the facilities described in the Drainage Permit; (c) the relocated Drainage Easement Areas shall connect to the other Owner's Parcel at the same point of connection; (d) Common Improvements shall be relocated in a manner so as to assure the continued use of the Common Improvements with all interruptions in service to be minimized to the extent reasonably

possible; and (e) any such relocation shall be at the sole expense of the Owner making the relocation and shall be completed lien-free and in a good and workman-like manner. Upon completion of any such relocation, the Owner making the relocation shall execute an amendment to this Agreement, in form sufficient for recordation in the Public Records of Manatee County, Florida (i) describing the relocated Drainage Easement Area, and (ii) affirming and setting forth the Owners' continued rights to access, use and easements with respect to the replacement, altered or changed Common Improvements and Drainage Easement Area, all on terms and conditions similar to those contained in this Agreement and in no event inferior to those set forth herein, binding on all persons and/or entities having an interest in such land(s) across or upon whose land(s) such relocated, altered or changed Drainage Easement Area then exist.

(c) The legal description of the Ingress-Egress Easement Area attached to the Declaration on Schedule C is deleted and replaced with the legal description attached hereto as Revised Schedule C.

(d) The legal description of the Utility Easement Area attached to the Declaration on Schedule D is deleted and replaced with the legal description attached hereto as Revised Schedule D.

(e) The legal description of the Drainage Easement Area attached to the Declaration on Schedule E is deleted and replaced with the legal description attached hereto as Revised Schedule E.

(f) **Temporary Turnaround Easement.** Casto hereby creates, declares, conveys and reserves for the benefit of public fire service providers a temporary vehicle turnaround easement over the Turnaround Easement Area described on Schedule G ("Turnaround Easement Area") for the purpose of turning around fire vehicles. Upon the development of Lot 7 as depicted on the Revised Schedule B, the Owner of Lot 7 shall have the right to relocate the Turnaround Easement Area to another location on Lot 7 or terminate the temporary easement over the Turnaround Easement Area, without joinder of any other Owner or mortgagee of any other Parcel, Area provide the approval of Manatee County and fire service agency is first obtained.

(g) Schedule F of the Declaration is amended by deleting the following use restriction:

"Automobile repair shop but the foregoing shall not restrict tire stores such as Tire Choice or stores offering oil changes such as Valvoline Instant Oil Change or stores selling auto components such as O'Reilly Auto Parts, even if such stores offer installation, nor shall such restriction apply to a car wash or auto spa."

With the following:

"Automobile repair shop but the foregoing shall not restrict tire stores such as Tire Choice or stores offering oil changes such as Valvoline Instant Oil Change or stores selling auto components such as O'Reilly Auto Parts, even if such stores offer installation, nor shall such restriction apply to a car wash or auto spa. Notwithstanding the foregoing, Christian Brothers Automotive and its Permitted Successors, as defined below, shall be permitted to operate an automobile repair shop on Lot 7 (and only on Lot 7). As used herein, "Permitted Successors" shall mean nationally recognized automobile repair brands that operate automobile repair shop locations in a Class A manner of at least equal quality to similarly situated Christian Brothers Automotive automobile repair facilities in the State of Florida, as same exist on the date of this First Amendment, including with respect to

exterior appearance. For the avoidance of doubt, the storage of vehicles or parts on site that are visible from outside of an enclosed structure shall be prohibited, except as reasonably necessary in connection with active repair of vehicles and to facilitate customer drop-off and pick-up.”

(h) **Manatee County Required Provisions.** Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of the post-development wetland and wetland buffer areas without the prior consent of Manatee County:

- (i) Development, as defined by the Land Development Code;
- (ii) Construction or placing of buildings, roads, signs, billboards or other advertising, or other structure on or above the ground;
- (iii) Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization;
- (iv) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials;
- (v) Removal, mowing, or trimming of trees, shrubs or other vegetation;
Planting of vegetative material that is not native to the Southwest region of Florida;
- (vi) Application of herbicides, pesticides, or fertilizers;
- (vii) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface;
- (viii) Surface use except for purposes that permit the land or water areas to remain in its natural condition;
- (ix) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation; and
- (x) Acts or uses detrimental to such retention of land or water areas.

LOTS MAY CONTAIN OR ABUT POST-DEVELOPMENT WETLAND OR WETLAND BUFFER AREAS THAT ARE PROTECTED UNDER THE COUNTY’S LAND DEVELOPMENT REGULATIONS AND/OR RECORDED EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE SUCH WETLAND OR WETLAND BUFFER AREAS EASEMENT OR AS REQUIRED BY THE COUNTY, OR EXCEPT TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW AND GRAPE VINE. ANNUALLY, OWNERS SHALL REMOVE NUISANCE AND EXOTIC SPECIES THAT BECOME REESTABLISHED ON SUCH OWNER’S LOT FOR THE LIFE OF THE PROJECT.

3. **Ratification.** Except as modified by this First Amendment, the Declaration is hereby ratified by the Owners and remains in full force and effect.

{SIGNATURES TO FOLLOW ON NEXT PAGE}

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

CASTO:

CNL 117TH STREET EAST LLC,
a Florida limited liability company

Elizabeth A. Losh
Signature – Witness No. 1

By: Casto Net Lease Properties LLC,
a Florida limited liability company

[Signature]
Signed – Witness No. 2

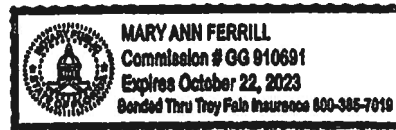
By [Signature]
Name: J. Brett Hutchens
Title: Manager

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me by physical presence, or online notarization, this 24th day of November, 2020, by J. Brett Hutchens, as Manager of Casto Net Lease Properties LLC, a Florida limited liability company, as Manager of CNL 117th Street East LLC, a Florida limited liability company, on behalf of the company, who is personally known to me, or has produced _____ as identification.

My Commission Expires:

Mary Ann Ferrill
Notary Public
Printed Name: _____



Signed, sealed and delivered
in the presence of:

Chris Stest
Signature – Witness No. 1

[Signature]
Signature – Witness No. 2

LIV:

PR III/LIV Summerhouse Apartments LP,
a Delaware limited partnership

By: PR III/LIV Summerhouse GP LLC,
a Delaware limited liability company,
Its Sole General Partner

By: PR III/LIV Apartment Holdings LP,
a Delaware limited partnership,
Its Sole Member and Manager

By: LIV UNCC-Summerhouse Partners, LLC,
an Alabama limited liability company,
Its Authorized Limited Partner

By: LIV UNCC-Summerhouse, LLC,
an Alabama limited liability company
Its Manager

By: [Signature]
Robert B. Crumpton, III,
Manager

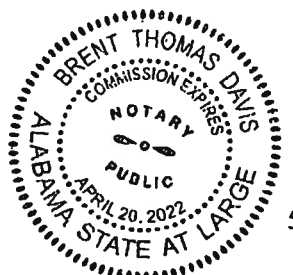
Date: 12/2/20

**STATE OF ALABAMA
COUNTY OF JEFFERSON**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of ~~November~~ ^{December}, 2020, by Robert B. Crumpton, III, as Manager of LIV UNCC-Summerhouse, LLC, an Alabama limited liability company, as Manager of LIV UNCC-Summerhouse Partners, LLC, an Alabama limited liability company, as Authorized Limited Partner of PR III/LIV Apartment Holdings LP, a Delaware limited partnership, as Sole Member and Manager of PR III/LIV Summerhouse GP LLC, a Delaware limited liability company, as Sole General Partner of PR III/LIV Summerhouse Apartments LP, a Delaware limited partnership on behalf of the partnership, who is personally known to me or who produced a _____ driver's license as identification or who produced as identification.

My Commission Expires:

Brent Davis
Notary Public
Print Name: BRENT DAVIS



Signed, sealed and delivered
in the presence of:

ABC:

ABC PROPERTIES, LTD.,
a Florida limited partnership

Janifer L. O'Neil
Signature - Witness No. 1

By: H&B Management Properties, Inc.,
a Florida corporation, its General Partner

Jammy Mesier
Signature - Witness No. 2

By: *Jacqueline H. Bailes*
Name: JACQUELINE H. BAILES
Title VP

Date: 11/16/2020

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of November, 2020, by Jacqueline H. Bailes as Vice President of H&B Management Properties, Inc., a Florida corporation, General Partner of ABC Properties, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or who produced a _____ driver's license as identification or who produced as identification.

My Commission Expires:

[Signature]
Notary Public
Print Name: Phyllis Fitzpatrick



Revised Schedule B

SUMMERHOUSE
 A SUBDIVISION OF A PORTION OF SECTIONS 29 AND 32, TOWNSHIP
 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

CERTIFICATE OF OWNERSHIP AND IDENTIFICATION
 THE UNDERSIGNED, CLERK OF COURT FOR THE COUNTY OF MANATEE, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE ABOVE NAMED PARTY AS SHOWN ON THE RECORDS OF THE COUNTY OF MANATEE, FLORIDA, AND THAT THE SAID PARTY IS THE OWNER OF THE SAID PROPERTY AS SHOWN ON THE RECORDS OF THE COUNTY OF MANATEE, FLORIDA.

DATE OF RECORDING: _____

BOOK: _____ PAGE: _____

BY: _____

CLERK OF COURT

CERTIFICATE OF APPROVAL
 OF THE BOARD OF COUNTY COMMISSIONERS
 STATE OF FLORIDA)
 COUNTY OF MANATEE)

WE, THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE ABOVE NAMED PARTY AS SHOWN ON THE RECORDS OF THE COUNTY OF MANATEE, FLORIDA, AND THAT THE SAID PARTY IS THE OWNER OF THE SAID PROPERTY AS SHOWN ON THE RECORDS OF THE COUNTY OF MANATEE, FLORIDA.

DATE OF RECORDING: _____

BOOK: _____ PAGE: _____

BY: _____

CLERK OF THE COUNTY CLERK
 MANATEE COUNTY, FLORIDA

CERTIFICATE OF APPROVAL
 OF THE BOARD OF COUNTY COMMISSIONERS
 STATE OF FLORIDA)
 COUNTY OF MANATEE)

WE, THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE ABOVE NAMED PARTY AS SHOWN ON THE RECORDS OF THE COUNTY OF MANATEE, FLORIDA, AND THAT THE SAID PARTY IS THE OWNER OF THE SAID PROPERTY AS SHOWN ON THE RECORDS OF THE COUNTY OF MANATEE, FLORIDA.

DATE OF RECORDING: _____

BOOK: _____ PAGE: _____

BY: _____

CLERK OF THE COUNTY CLERK
 MANATEE COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE
 I, THE UNDERSIGNED, SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE ABOVE NAMED PARTY AS SHOWN ON THE RECORDS OF THE COUNTY OF MANATEE, FLORIDA, AND THAT THE SAID PARTY IS THE OWNER OF THE SAID PROPERTY AS SHOWN ON THE RECORDS OF THE COUNTY OF MANATEE, FLORIDA.

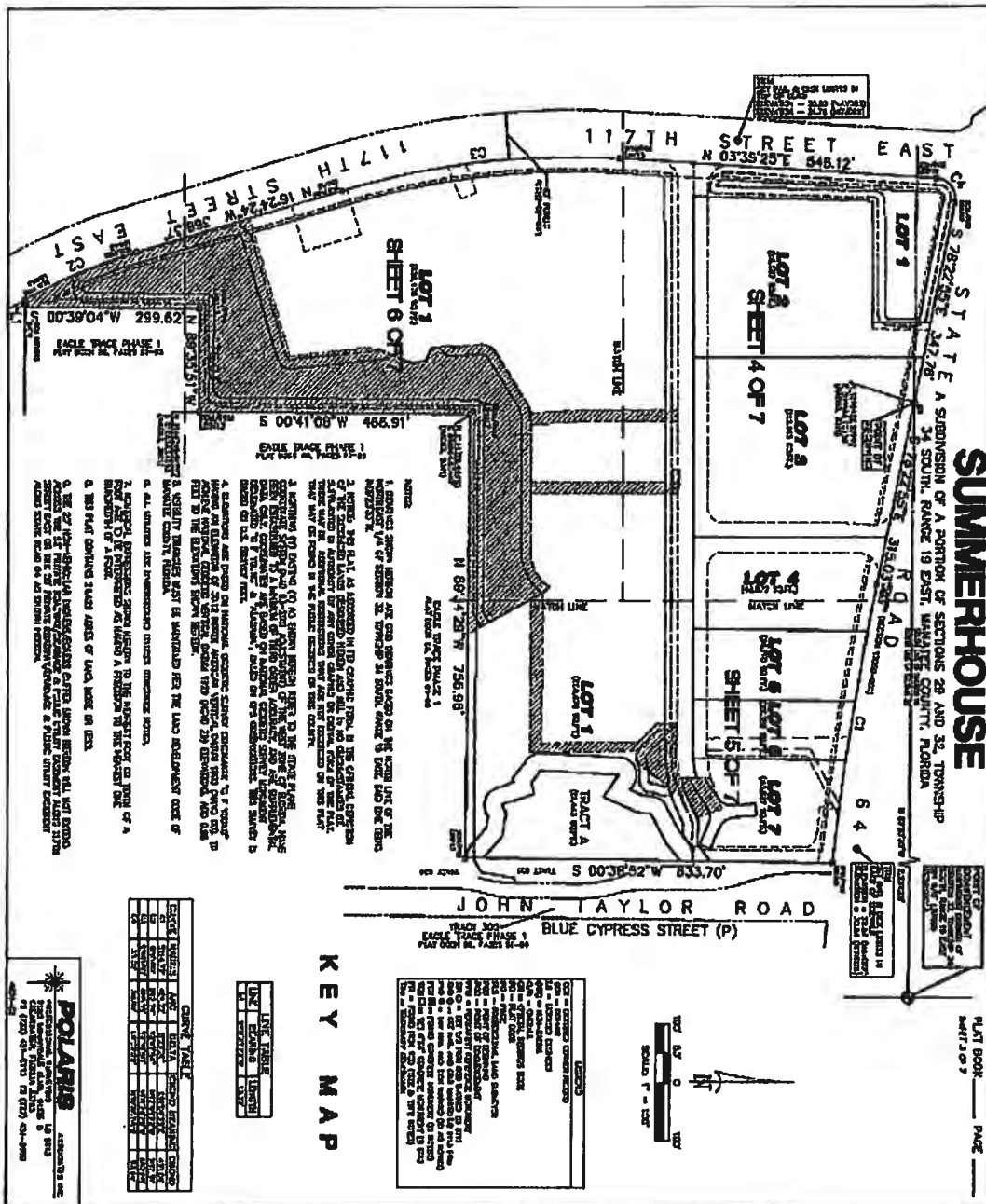
DATE OF RECORDING: _____

BOOK: _____ PAGE: _____

BY: _____

CLERK OF THE COUNTY CLERK
 MANATEE COUNTY, FLORIDA

POLARIS
 POLARIS SURVEYING, INC.
 4200 W. GULF BLVD., SUITE 100
 TAMPA, FLORIDA 33609
 813-977-9111



SUMMERHOUSE
 A SUBDIVISION OF A PORTION OF SECTIONS 28 AND 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

- NOTES:**
1. BOUNDARY SURVEY HEREON WAS CONDUCTED BY THE SURVEYOR ON THE 15TH DAY OF APRIL, 2020, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 90, F.S., AND THE RULES OF PRACTICE OF THE SURVEYOR GENERAL, AND ALL TO BE CONSIDERED AS PART OF THIS PLAT.
 2. THE 1/4 SECTION 28, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, IS PART OF THE 1/4 SECTION 28, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, AS SHOWN ON PLAT 1177, MANATEE COUNTY, FLORIDA, DATED 08/11/2010.
 3. THE 1/4 SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, IS PART OF THE 1/4 SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, AS SHOWN ON PLAT 1178, MANATEE COUNTY, FLORIDA, DATED 08/11/2010.
 4. ALL LOTS ARE TO BE CONSIDERED AS UNIMPROVED UNLESS OTHERWISE SHOWN.
 5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND FOUND IT TO BE UNIMPROVED UNLESS OTHERWISE SHOWN.
 6. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND FOUND IT TO BE UNIMPROVED UNLESS OTHERWISE SHOWN.
 7. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND FOUND IT TO BE UNIMPROVED UNLESS OTHERWISE SHOWN.
 8. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND FOUND IT TO BE UNIMPROVED UNLESS OTHERWISE SHOWN.
 9. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND FOUND IT TO BE UNIMPROVED UNLESS OTHERWISE SHOWN.
 10. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND FOUND IT TO BE UNIMPROVED UNLESS OTHERWISE SHOWN.
 11. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND FOUND IT TO BE UNIMPROVED UNLESS OTHERWISE SHOWN.

KEY MAP

LINE STYLE	DESCRIPTION
---	BOUNDARY
---	ADJACENT PROPERTY
---	UNIMPROVED LAND
---	IMPROVED LAND
---	WATER
---	ROAD
---	RAILROAD
---	UTILITY
---	OTHER

LEGEND

LOT 1 - UNIMPROVED LAND

LOT 2 - UNIMPROVED LAND

LOT 3 - UNIMPROVED LAND

LOT 4 - UNIMPROVED LAND

LOT 5 - UNIMPROVED LAND

LOT 6 - UNIMPROVED LAND

LOT 7 - UNIMPROVED LAND

LOT 8 - UNIMPROVED LAND

LOT 9 - UNIMPROVED LAND

LOT 10 - UNIMPROVED LAND

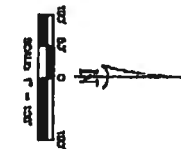
LOT 11 - UNIMPROVED LAND

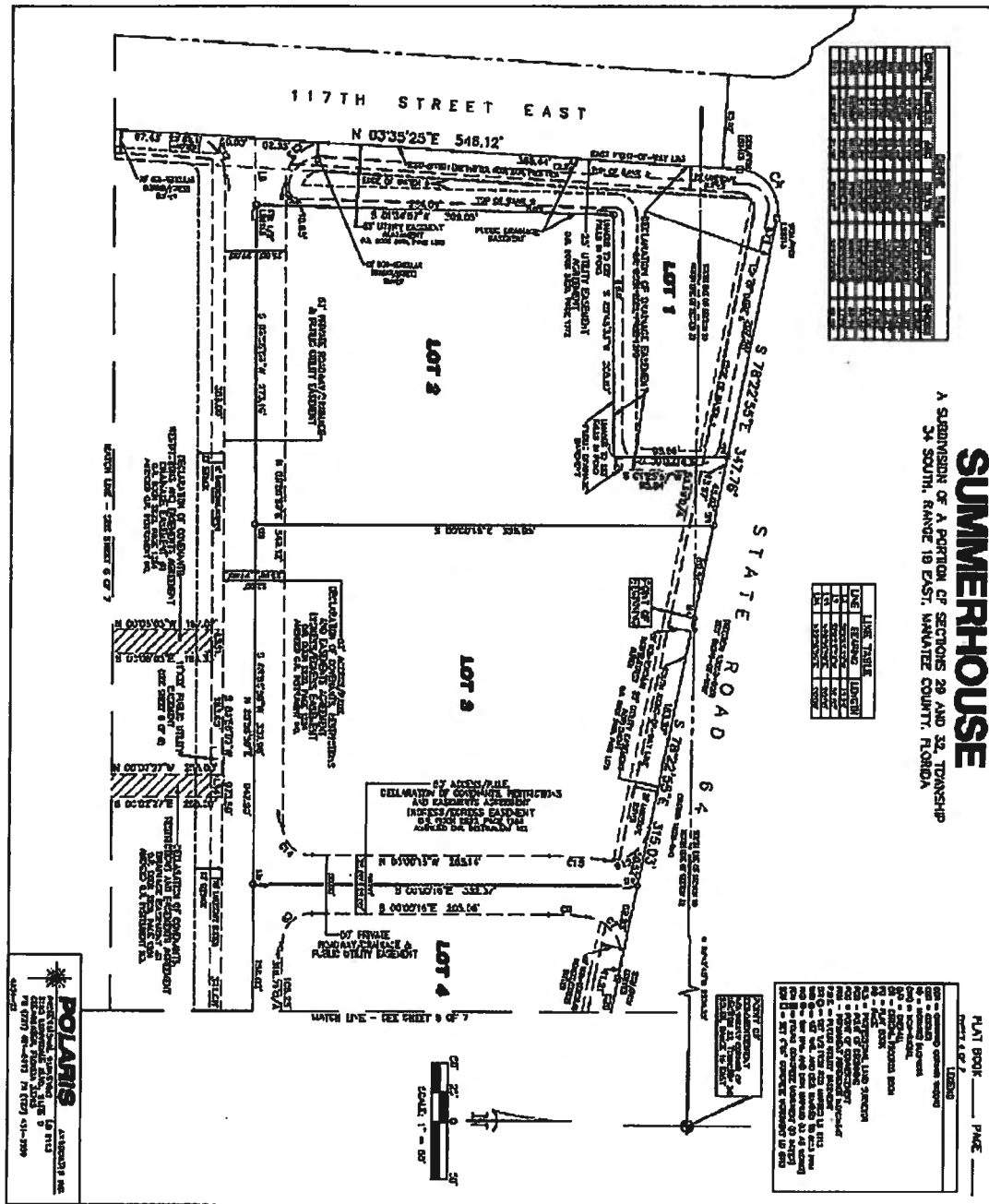
TRACT A - UNIMPROVED LAND

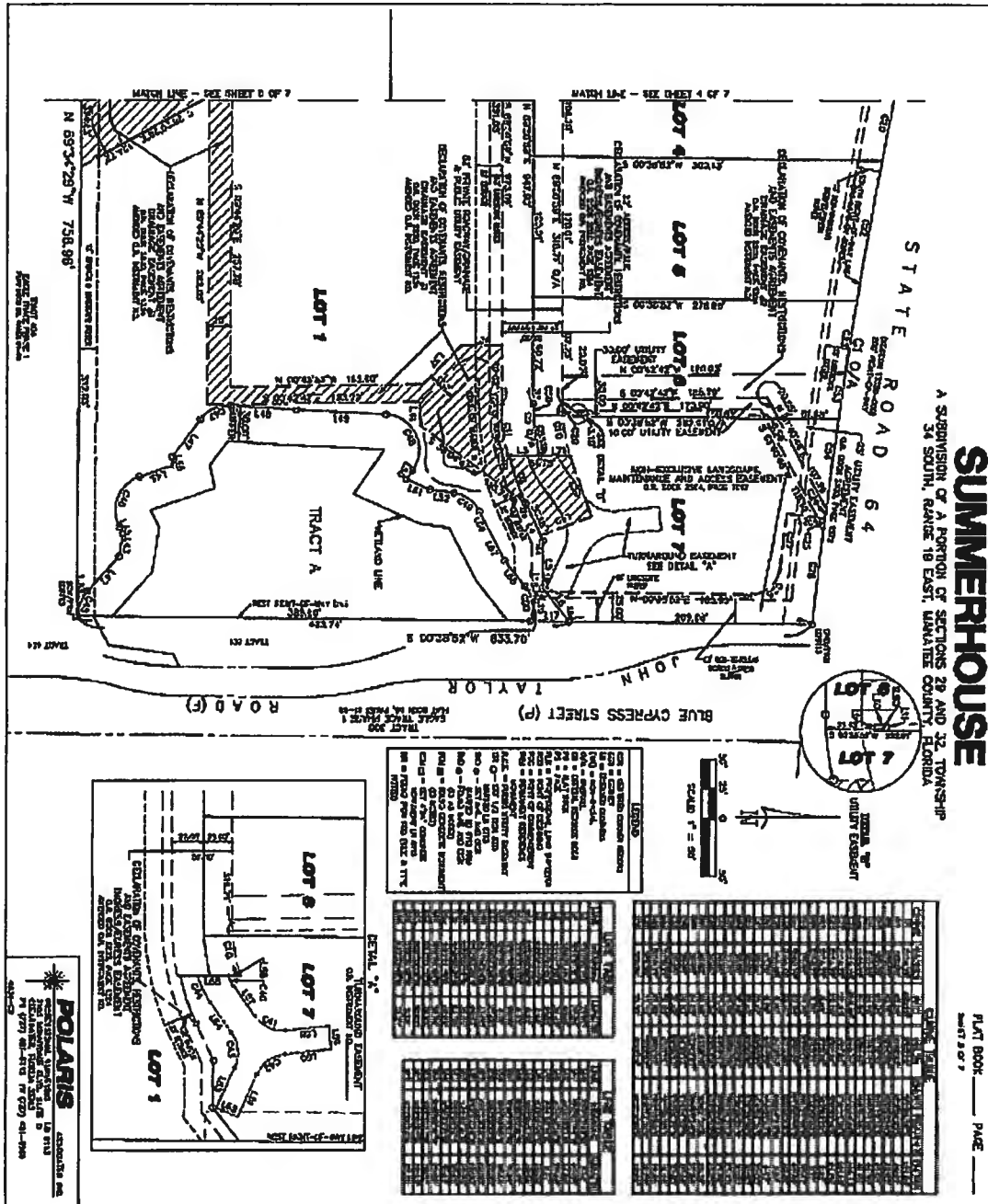
STATE ROAD 34 - UNIMPROVED LAND

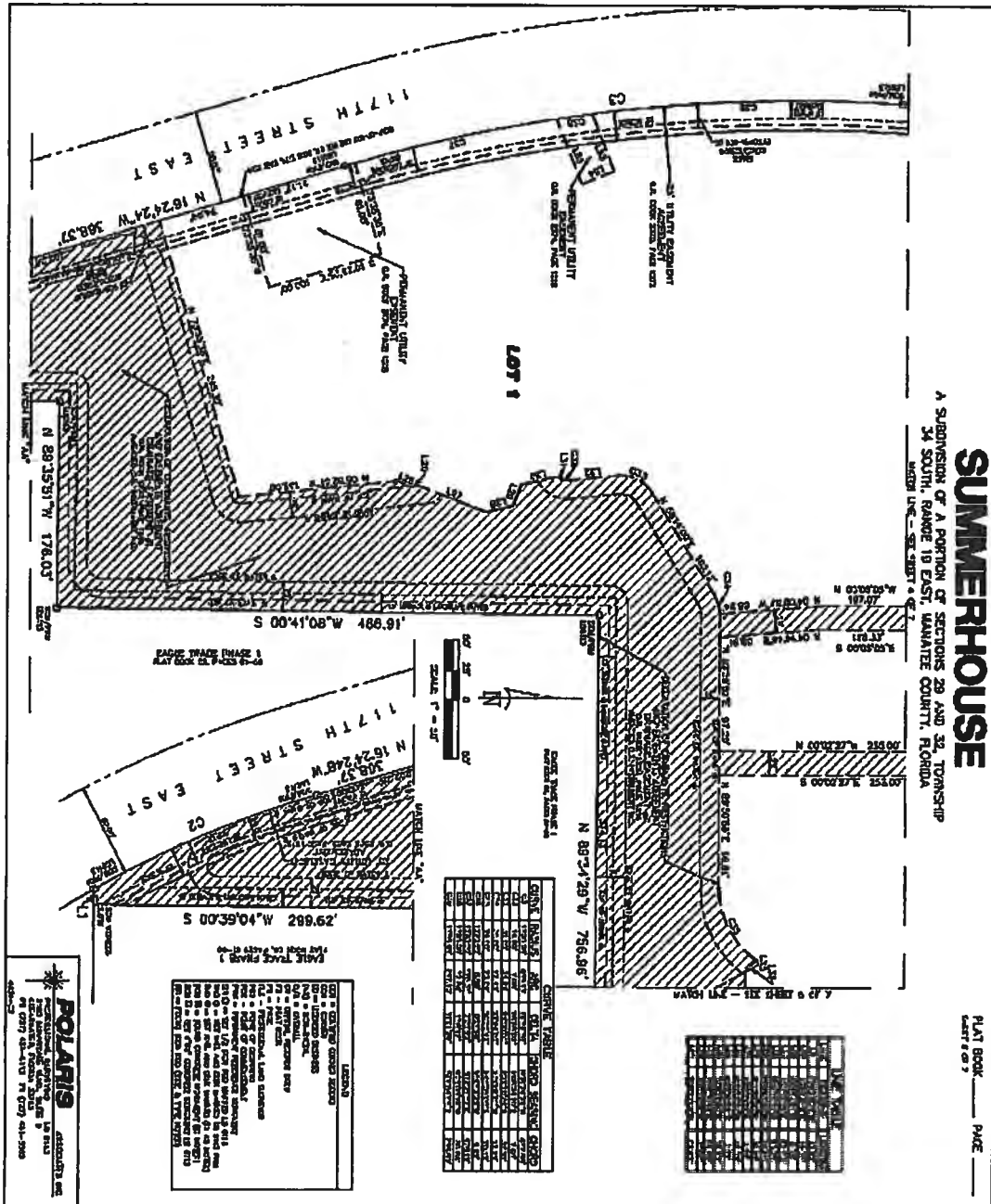
JOHN TAYLOR ROAD - UNIMPROVED LAND

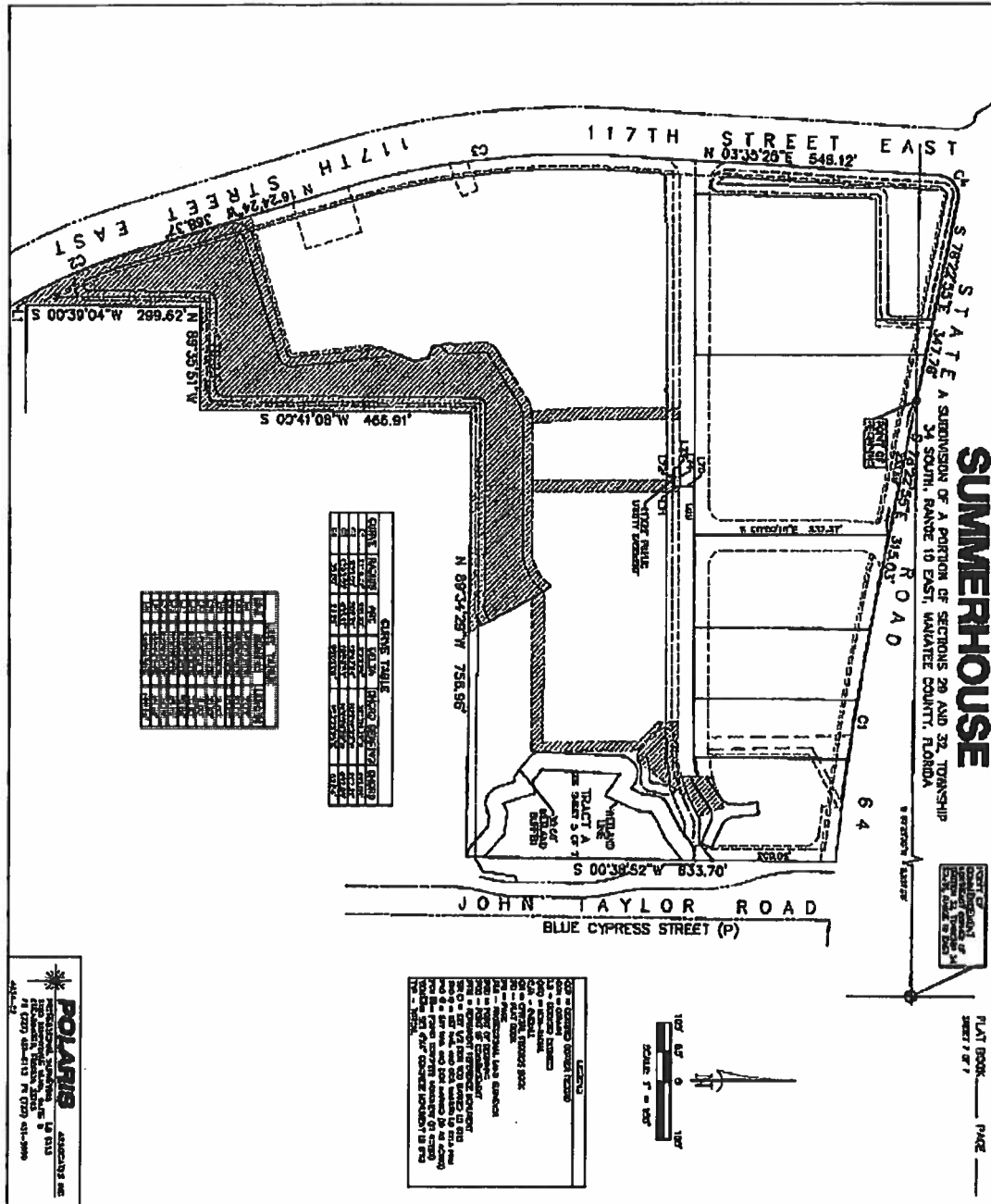
BLUE CYPRESS STREET (P) - UNIMPROVED LAND



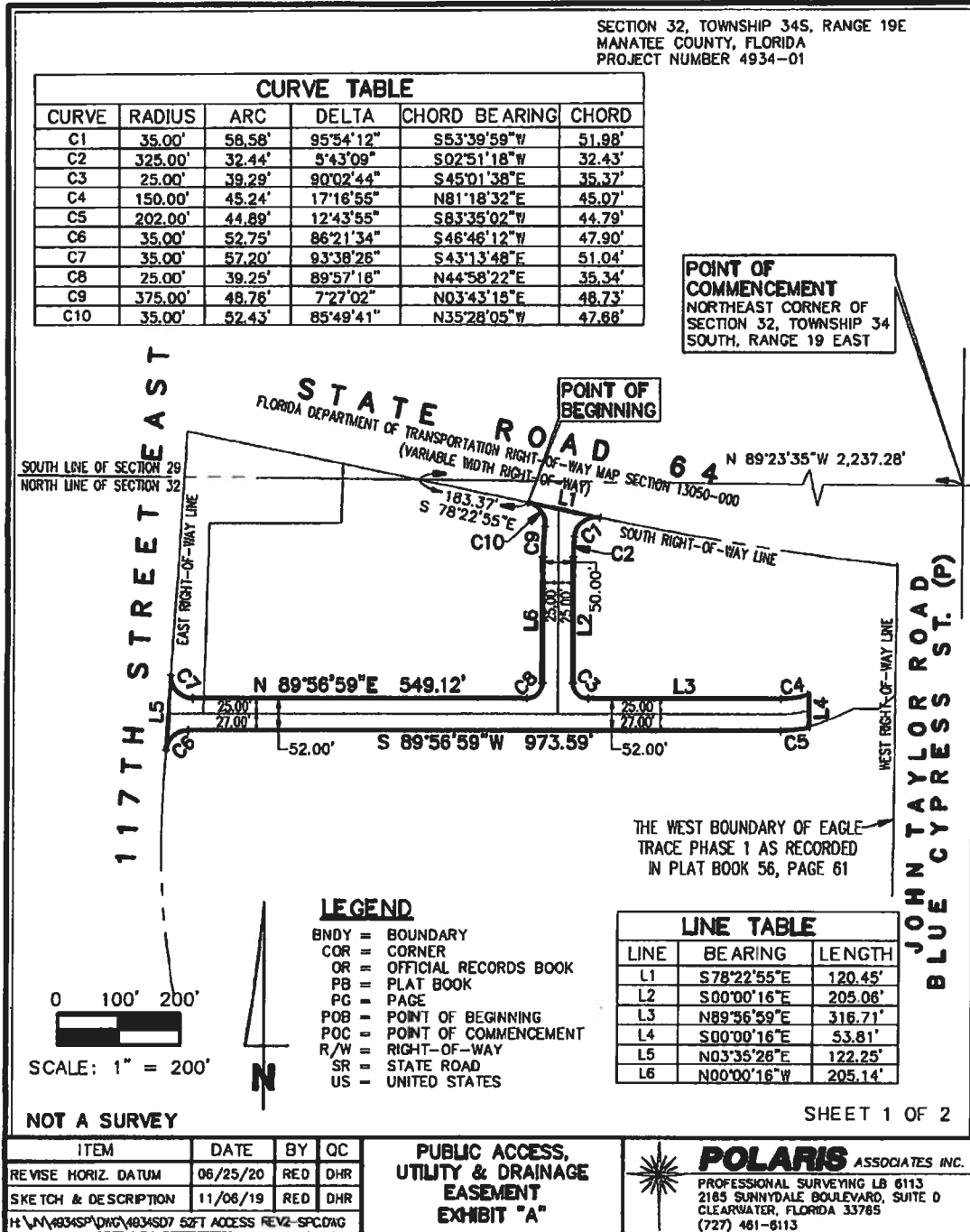








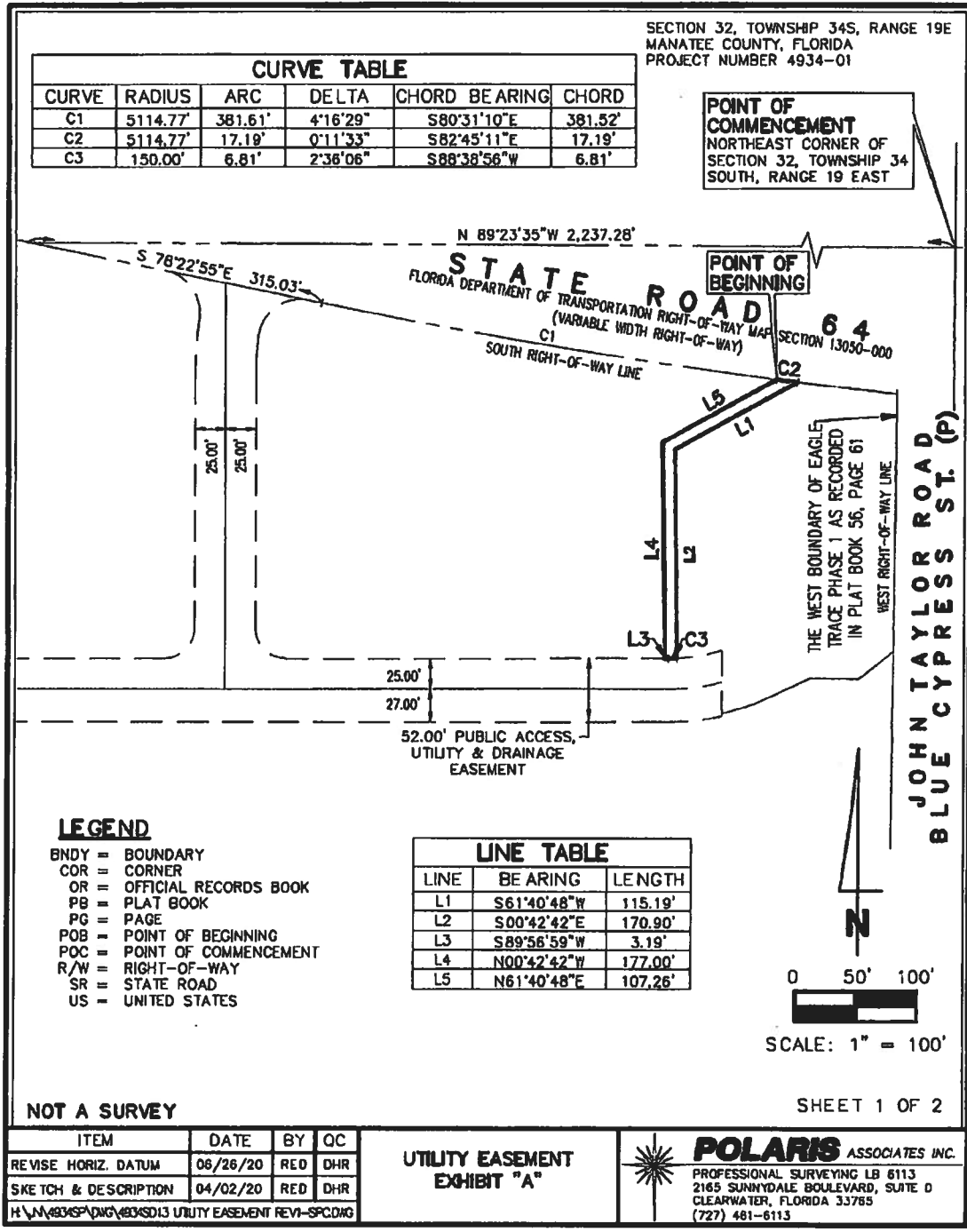


Revised Schedule C



DESCRIPTION				SECTION 32, TOWNSHIP 34S, RANGE 19E MANATEE COUNTY, FLORIDA PROJECT NUMBER 4934-01
THAT PORTION OF SECTION 32, TOWNSHIP 34 SOUTH RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:				
COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 32, N.89°23'35"W., 2,237.28 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64 (RIGHT-OF-WAY WIDTH VARIES) AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13050-000; THENCE ALONG SAID RIGHT-OF-WAY LINE, S.78°22'55"E., 183.37 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S.78°22'55"E., 120.45 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 58.58 FEET THROUGH A CENTRAL ANGLE OF 95°54'12" (CHORD BEARING S.53°39'59"W., 51.98 FEET) TO A COMPOUND CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 32.44 FEET THROUGH A CENTRAL ANGLE OF 5°43'09" (CHORD BEARING S.02°51'18"W., 32.43 FEET); THENCE S.00°00'16"E., 205.06 FEET TO A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, 39.29 FEET THROUGH A CENTRAL ANGLE OF 90°2'44" (CHORD BEARING S.45°01'38"E., 35.37 FEET); THENCE N.89°56'59"E., 316.71 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 45.24 FEET THROUGH A CENTRAL ANGLE OF 17°16'55" (CHORD BEARING N.81°18'32"E., 45.07 FEET); THENCE S.00°00'16"E., 53.81 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 202.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 44.89 FEET THROUGH A CENTRAL ANGLE OF 12°43'55" (CHORD BEARING S.83°35'02"W., 44.79 FEET); THENCE S.89°56'59"W., 973.59 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 52.75 FEET THROUGH A CENTRAL ANGLE OF 86°21'34" (CHORD BEARING S.46°46'12"W., 47.80 FEET) TO THE EAST RIGHT-OF-WAY LINE OF 117TH STREET EAST; THENCE ALONG SAID RIGHT-OF-WAY LINE, N.03°35'26"E., 122.25 FEET TO A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTHEASTERLY ALONG SAID CURVE, 57.20 FEET THROUGH A CENTRAL ANGLE OF 93°38'26" (CHORD BEARING S.43°13'48"E., 51.04 FEET); THENCE N.89°56'59"E., 549.12 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 39.25 FEET THROUGH A CENTRAL ANGLE OF 89°57'16" (CHORD BEARING N.44°58'22"E., 35.34 FEET); THENCE N.00°00'16"W., 205.14 FEET TO A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, 48.76 FEET THROUGH A CENTRAL ANGLE OF 7°27'02" (CHORD BEARING N.03°43'15"E., 48.73 FEET) TO A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 52.43 FEET THROUGH A CENTRAL ANGLE OF 85°49'41" (CHORD BEARING N.35°28'05"W., 47.66 FEET) TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64 AND THE POINT OF BEGINNING.				
CONTAINING 1.636 ACRES OF LAND, MORE OR LESS				
NOTES				
1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 20 EAST, SAID LINE BEING ASSUMED AS N89°23'35"W. 2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC. 3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO. 4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS. 5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.				
CERTIFICATION				
I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.				
				 DAN H. RIZZUTO PROFESSIONAL LAND SURVEYOR LS 5227, STATE OF FLORIDA
NOT A SURVEY				SHEET 2 OF 2
ITEM	DATE	BY	QC	PUBLIC ACCESS, UTILITY & DRAINAGE EASEMENT EXHIBIT "A"
REVISE HORIZ. DATUM	06/25/20	RED	DHR	
SKE TCH & DESCRIPTION	11/08/19	RED	DHR	
H:\N\4934SP\DWG\4934S07 82FT ACCESS REV2-SPCDWG				
				 POLARIS ASSOCIATES INC. PROFESSIONAL SURVEYING LB 6113 2165 SUNNYDALE BOULEVARD, SUITE D CLEARWATER, FLORIDA 33765 (727) 461-6113

Revised Schedule D



SECTION 32, TOWNSHIP 34S, RANGE 19E
 MANATEE COUNTY, FLORIDA
 PROJECT NUMBER 4934-01

DESCRIPTION

THAT PORTION OF SECTION 32, TOWNSHIP 34 SOUTH RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 32, N.89°23'35"W., 2,237.28 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64 (RIGHT-OF-WAY WIDTH VARIES) AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13050-000; THENCE ALONG SAID RIGHT-OF-WAY LINE, S.78°22'55"E., 315.03 FEET TO A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5,114.77 FEET; THENCE EASTERLY ALONG SAID CURVE, 381.61 FEET THROUGH A CENTRAL ANGLE OF 4°18'29" (CHORD BEARING S.80°31'10"E., 381.52 FEET) FOR THE POINT ON BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, AND CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 5,114.77 FEET; THENCE EASTERLY ALONG SAID CURVE, 17.19 FEET THROUGH A CENTRAL ANGLE OF 0°11'33" (CHORD BEARING S.82°45'11"E., 17.19 FEET); THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.61°40'48"W., 115.19 FEET; THENCE S.00°42'42"E., 170.90 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY ALONG SAID CURVE, 6.81 FEET THROUGH A CENTRAL ANGLE OF 2°36'06" (CHORD BEARING S.88°38'56"W., 6.81 FEET); THENCE S.89°56'59"W., 3.19 FEET; THENCE N.00°42'42"W., 177.00 FEET; THENCE N.61°40'48"E., 107.26 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64 AND THE POINT OF BEGINNING.

CONTAINING 2,852 SQUARE FEET OR 0.065 ACRES OF LAND, MORE OR LESS.

NOTES

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 20 EAST, SAID LINE BEING ASSUMED AS N89°23'35"W.
2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Dan H. Rizzuto
 DAN H. RIZZUTO
 PROFESSIONAL LAND SURVEYOR
 LS 5227, STATE OF FLORIDA

NOT A SURVEY

SHEET 2 OF 2

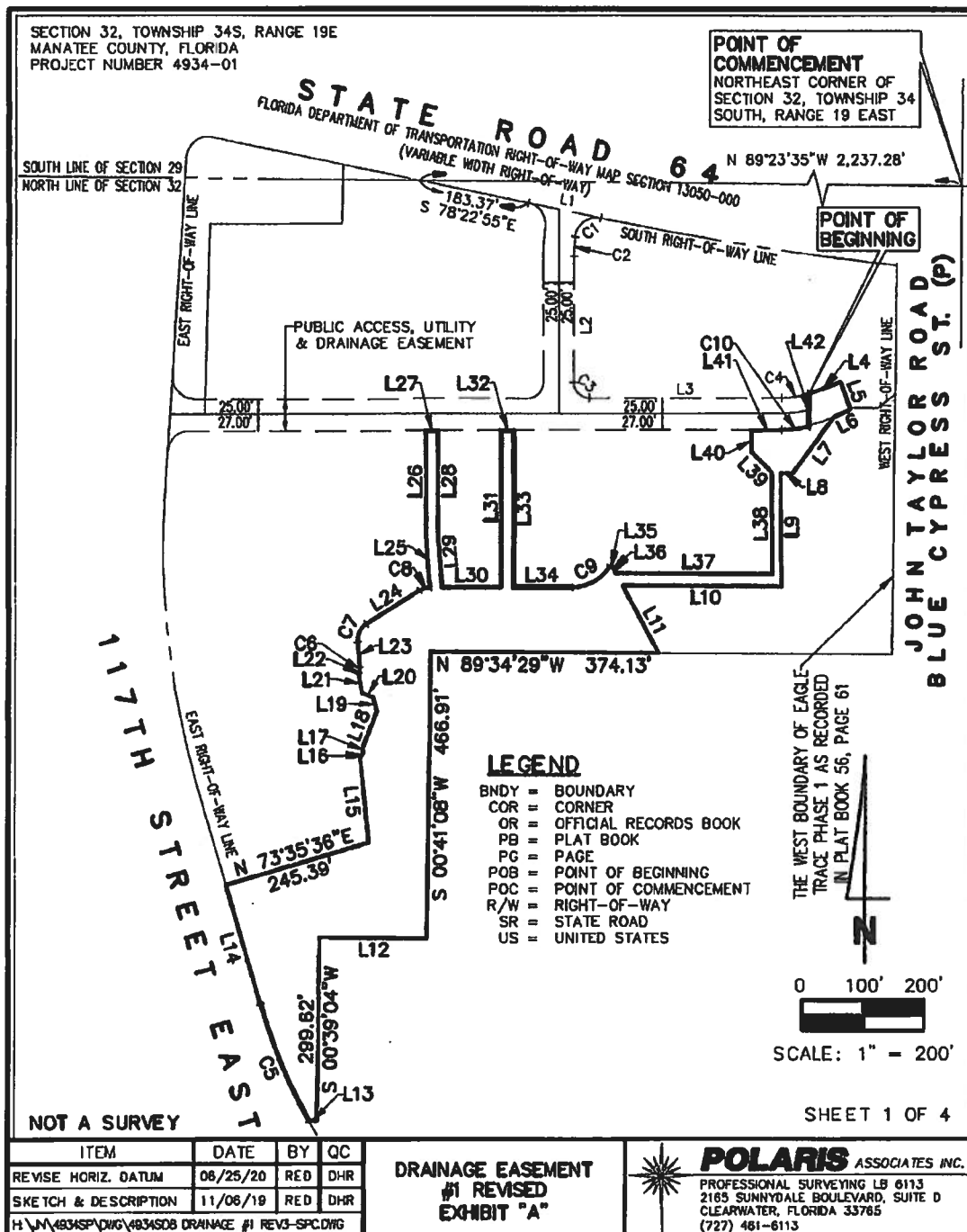
ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	04/02/20	RED	DHR
H:\MYWORK\PROJECTS\4934\13 UTILITY EASEMENT REVI-SPC.DWG			

UTILITY EASEMENT
 EXHIBIT "A"



POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765
 (727) 461-6113

Revised Schedule E



SECTION 32, TOWNSHIP 34S, RANGE 19E
 MANATEE COUNTY, FLORIDA
 PROJECT NUMBER 4934-01

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	35.00'	58.58'	95°54'12"	S53°39'59"W	51.98'
C2	325.00'	32.44'	5°43'09"	S02°51'18"W	32.43'
C3	25.00'	39.29'	90°02'44"	S45°01'38"E	35.37'
C4	150.00'	45.24'	17°16'55"	N81°18'32"E	45.07'
C5	930.00'	207.74'	12°47'54"	N22°48'22"W	207.31'
C6	14.00'	7.08'	28°58'03"	N08°36'10"E	7.00'
C7	31.00'	34.69'	64°06'51"	N26°10'34"E	32.91'
C8	36.00'	17.43'	27°44'03"	N72°08'01"E	17.26'
C9	74.00'	73.09'	56°35'42"	N61°39'08"E	70.16'
C10	202.00'	44.89'	12°43'55"	N83°35'02"E	44.79'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S78°22'55"E	120.45'
L2	S00°00'16"E	205.06'
L3	N89°56'59"E	316.71'
L4	N89°58'25"E	54.79'
L5	S20°13'35"E	46.67'
L6	S64°51'11"W	30.18'
L7	S36°04'47"W	113.74'
L8	S89°59'44"W	19.54'
L9	S00°42'42"E	183.29'
L10	N89°44'20"W	262.06'
L11	S28°26'26"E	124.72'
L12	N89°35'51"W	176.03'
L13	N89°36'29"W	13.22'
L14	N16°24'24"W	202.26'
L15	N05°52'51"W	138.00'
L16	N28°12'15"E	10.71'
L17	N05°52'51"W	8.35'
L18	N21°18'00"E	62.50'
L19	N14°20'31"W	23.75'
L20	N88°43'42"W	19.51'
L21	N11°52'51"W	31.08'
L22	N23°05'12"E	4.62'
L23	N05°52'51"W	41.78'
L24	N58°14'00"E	102.12'
L25	N04°09'57"W	86.24'
L26	N00°06'05"W	167.07'
L27	N89°56'59"E	20.00'
L28	S00°06'05"E	166.33'
L29	S04°14'48"E	88.91'
L30	N89°56'59"E	97.29'
L31	N00°02'27"W	255.00'
L32	N89°56'59"E	20.00'
L33	S00°02'27"E	255.00'
L34	N89°56'59"E	96.61'
L35	N89°56'59"E	3.75'
L36	S28°26'40"E	12.53'
L37	S89°44'20"E	257.78'
L38	N00°43'53"W	165.90'
L39	N45°22'26"W	46.13'
L40	N00°00'16"W	35.85'
L41	N89°56'59"E	49.52'
L42	N00°00'16"W	53.81'

NOT A SURVEY

SHEET 2 OF 4

ITEM	DATE	BY	QC
REVISE HORIZ. DATUM	06/25/20	RED	DHR
SKETCH & DESCRIPTION	11/06/19	RED	DHR
H:\N\4834SP\DWG\4834SD8 DRAINAGE #1 REV3-SPC.DWG			

**DRAINAGE EASEMENT
 #1 REVISED
 EXHIBIT "A"**



POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765
 (727) 461-8113

SECTION 32, TOWNSHIP 34S, RANGE 19E
 MANATEE COUNTY, FLORIDA
 PROJECT NUMBER 4934-01

DESCRIPTION

THAT PORTION OF SECTION 32, TOWNSHIP 34 SOUTH RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 32, N.89°23'35"W., 2,237.28 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64 (RIGHT-OF-WAY WIDTH VARIES) AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13050-000; THENCE ALONG SAID RIGHT-OF-WAY LINE, S.78°22'55"E., 183.37 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S.78°22'55"E., 120.45 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 58.58 FEET THROUGH A CENTRAL ANGLE OF 95°54'12" (CHORD BEARING S.53°39'59"W., 51.98 FEET) TO A COMPOUND CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 32.44 FEET THROUGH A CENTRAL ANGLE OF 5°43'09" (CHORD BEARING S.02°51'18"W., 32.43 FEET); THENCE S.00°00'16"E., 205.06 FEET TO A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, 39.29 FEET THROUGH A CENTRAL ANGLE OF 90°02'44" (CHORD BEARING S.45°01'38"E., 35.37 FEET); THENCE N.89°56'59"E., 316.71 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE EASTERLY ALONG SAID CURVE, 45.24 FEET THROUGH A CENTRAL ANGLE OF 17°16'55" (CHORD BEARING N.81°18'32"E., 45.07 FEET) FOR THE POINT OF BEGINNING; THENCE N.89°58'25"E., 54.79 FEET; THENCE S.20°13'35"E., 46.67 FEET; THENCE S.64°51'11"W., 30.18 FEET; THENCE S.36°04'47"W., 113.74 FEET; THENCE S.89°59'44"W., 19.54 FEET; THENCE S.00°42'42"E., 183.29 FEET; THENCE N.89°44'20"W., 262.06 FEET; THENCE S.28°26'26"E., 124.72 FEET; THENCE N.89°34'29"W., 374.13 FEET; THENCE S.00°41'08"W., 466.91 FEET; THENCE N.89°35'51"W., 176.03 FEET; THENCE S.00°39'04"W., 299.62 FEET; THENCE N.89°38'28"W., 13.22 FEET TO A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 930.00 FEET ON THE EAST RIGHT-OF-WAY LINE OF 117TH STREET EAST; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG SAID CURVE, 207.74 FEET THROUGH A CENTRAL ANGLE OF 12°47'54" (CHORD BEARING N.22°48'22"W., 207.31 FEET); THENCE N.16°24'24"W., 202.26; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N.73°35'36"E., 245.39 FEET; THENCE N.05°52'51"W., 138.00 FEET; THENCE N.28°12'15"E., 10.71 FEET; THENCE N.05°52'51"W., 8.35 FEET; THENCE N.21°18'00"E., 62.50 FEET; THENCE N.14°20'31"W., 23.75 FEET; THENCE N.68°43'42"W., 19.51 FEET; THENCE N.11°52'51"W., 31.08 FEET; THENCE N.23°05'12"E., 4.62 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 14.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 7.08 FEET THROUGH A CENTRAL ANGLE OF 28°58'03" (CHORD BEARING N.08°36'10"E., 7.00 FEET); THENCE N.05°52'51"W., 41.78 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 31.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 34.69 FEET THROUGH A CENTRAL ANGLE OF 64°06'51" (CHORD BEARING N.26°10'34"E., 32.91 FEET); THENCE N.58°14'00"E., 102.12 FEET TO A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 36.00 FEET; THENCE EASTERLY ALONG SAID CURVE, 17.43 FEET THROUGH A CENTRAL ANGLE OF 27°44'03" (CHORD BEARING N.72°06'01"E., 17.26 FEET); THENCE N.04°09'57"W., 88.24 FEET; THENCE N.00°06'05"W., 167.07 FEET; THENCE N.89°56'59"E., 20.00 FEET; THENCE S.00°06'05"E., 166.33 FEET; THENCE S.04°14'46"E., 88.91 FEET; THENCE N.89°56'59"E., 97.29 FEET; THENCE N.00°02'27"W., 255.00 FEET; THENCE N.89°56'59"E., 20.00 FEET; THENCE S.00°02'27"E., 255.00 FEET; THENCE N.89°56'59"E., 96.61 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 74.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 73.09 FEET THROUGH A CENTRAL ANGLE OF 56°35'42" (CHORD BEARING N.61°39'08"E., 70.16 FEET); THENCE N.89°56'59"E., 3.75 FEET; THENCE S.28°26'40"E., 12.53 FEET; THENCE S.89°44'20"E., 257.78 FEET; THENCE N.00°43'53"W., 165.90 FEET; THENCE N.45°22'26"W., 46.13 FEET; THENCE N.00°00'16"W., 35.85 FEET; THENCE N.89°56'59"E., 49.52 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 202.00 FEET; THENCE EASTERLY ALONG SAID CURVE, 44.89 FEET THROUGH A CENTRAL ANGLE OF 12°43'55" (CHORD BEARING N.83°35'02"E., 44.79 FEET); THENCE N.00°00'16"W., 53.81 FEET THE POINT OF BEGINNING.

CONTAINING 3.945 ACRES OF LAND, MORE OR LESS.

NOT A SURVEY

SHEET 3 OF 4

ITEM	DATE	BY	QC	DRAINAGE EASEMENT #1 REVISED EXHIBIT "A"	 POLARIS ASSOCIATES INC. PROFESSIONAL SURVEYING LB 6113 2165 SUNNYDALE BOULEVARD, SUITE D CLEARWATER, FLORIDA 33765 (727) 461-6113
REVISE HORIZ. DATUM	06/25/20	RED	DHR		
SKETCH & DESCRIPTION	11/06/19	RED	DHR		

SECTION 32, TOWNSHIP 34S, RANGE 19E
 MANATEE COUNTY, FLORIDA
 PROJECT NUMBER 4934-01

NOTES

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 20 EAST, SAID LINE BEING ASSUMED AS N89°23'35"W.
2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

CERTIFICATION

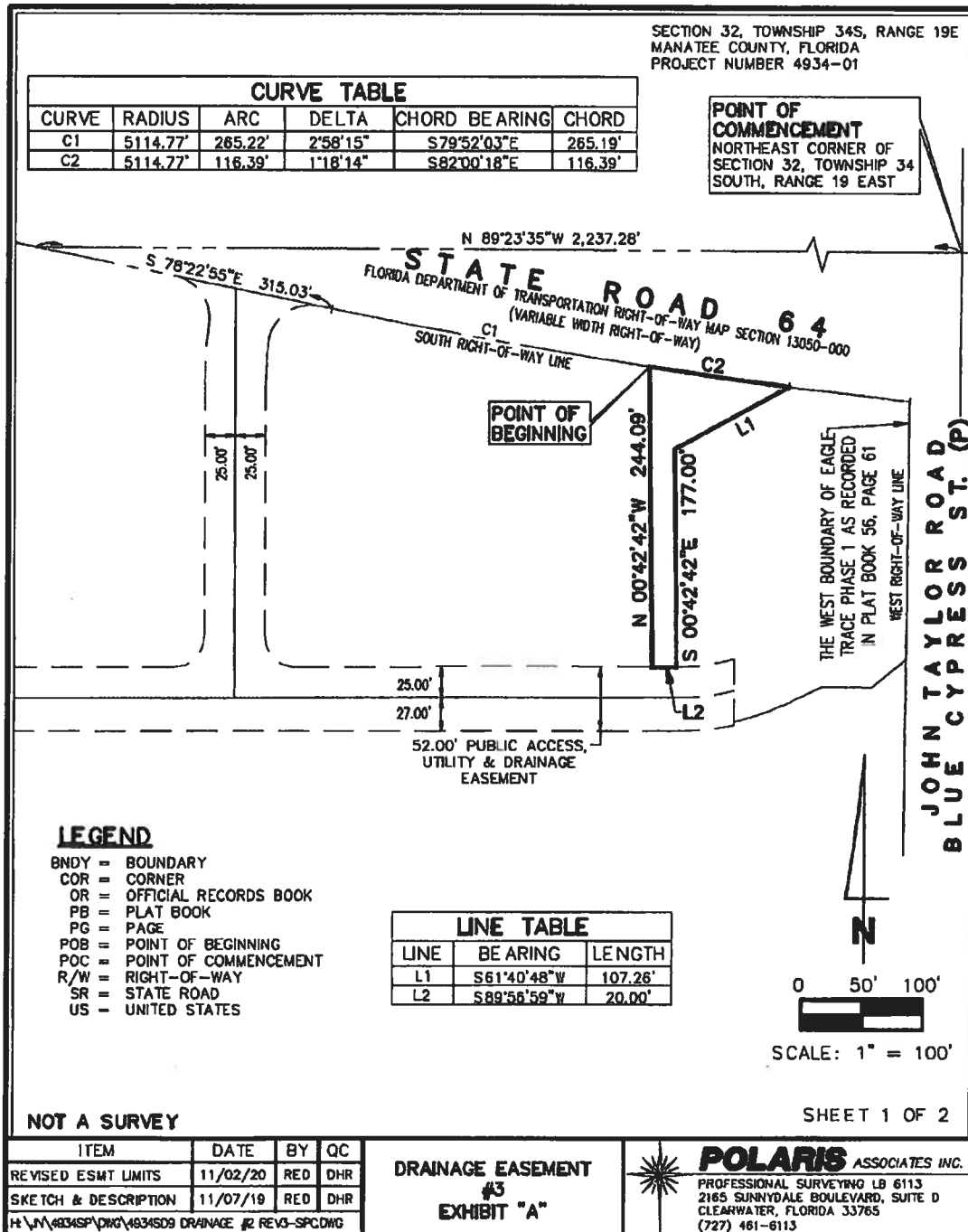
I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.


 DAN H. RIZZUTO
 PROFESSIONAL LAND SURVEYOR
 LS 5227, STATE OF FLORIDA

NOT A SURVEY

SHEET 4 OF 4

ITEM	DATE	BY	QC	DRAINAGE EASEMENT #1 REVISED EXHIBIT "A"	 POLARIS ASSOCIATES INC. PROFESSIONAL SURVEYING LB 6113 2165 SUNNYDALE BOULEVARD, SUITE D CLEARWATER, FLORIDA 33765 (727) 461-6113
REVISE HORIZ DATUM	06/25/20	RED	DHR		
SKETCH & DESCRIPTION	11/06/19	RED	DHR		
H:\N\4934SP\DRG\4934S08 DRAINAGE #1 REV3-SPC.DWG					



SECTION 32, TOWNSHIP 34S, RANGE 19E
 MANATEE COUNTY, FLORIDA
 PROJECT NUMBER 4934-01

DESCRIPTION

THAT PORTION OF SECTION 32, TOWNSHIP 34 SOUTH RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 32, N.89°23'35"W., 2,237.28 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64 (RIGHT-OF-WAY WIDTH VARIES) AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13050-000; THENCE ALONG SAID RIGHT-OF-WAY LINE, S.78°22'55"E., 315.03 FEET TO A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5,114.77 FEET; THENCE EASTERLY ALONG SAID CURVE, 265.22 FEET THROUGH A CENTRAL ANGLE OF 02°58'15" (CHORD BEARING S.78°52'03"E., 265.19 FEET) FOR THE POINT ON BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 5,114.77 FEET; THENCE EASTERLY ALONG SAID CURVE, 116.39 FEET THROUGH A CENTRAL ANGLE OF 1°18'14" (CHORD BEARING S.82°00'18"E., 116.39 FEET); THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.61°40'48"W., 107.26 FEET; THENCE S.00°42'42"E., 177.00 FEET; THENCE S.89°56'59"W., 20.00 FEET; THENCE N.00°42'42"W., 244.09 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64 AND THE POINT OF BEGINNING.

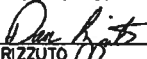
CONTAINING 7,882 SQUARE FEET OR 0.181 ACRES OF LAND, MORE OR LESS.

NOTES

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 20 EAST, SAID LINE BEING ASSUMED AS N89°23'35"W.
2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.


 DAN H. RIZZUTO
 PROFESSIONAL LAND SURVEYOR
 LS 5227, STATE OF FLORIDA

NOT A SURVEY

SHEET 2 OF 2

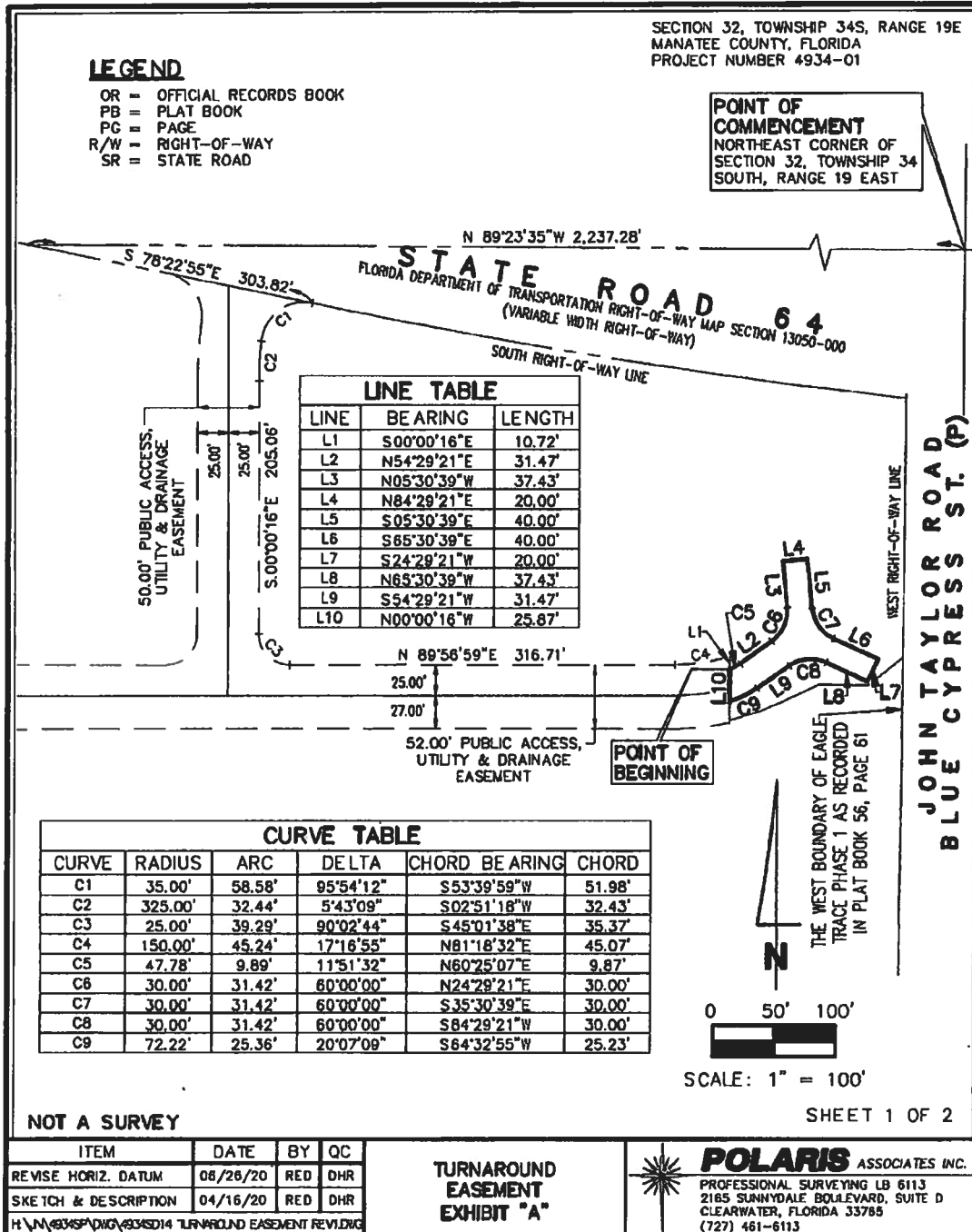
ITEM	DATE	BY	QC
REVISED ESMT LIMITS	11/02/20	RED	OHR
SKETCH & DESCRIPTION	11/07/19	RED	OHR
H:\N\4834SP\DWG\4834SD9 DRAINAGE #2 REV3-SPCLDWS			

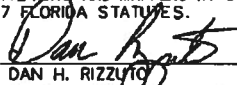

DRAINAGE EASEMENT
 #3
 EXHIBIT "A"



POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33785
 (727) 461-6113

Schedule G



<u>DESCRIPTION</u>				SECTION 32, TOWNSHIP 34S, RANGE 19E MANATEE COUNTY, FLORIDA PROJECT NUMBER 4934-01
THAT PORTION OF SECTION 32, TOWNSHIP 34 SOUTH RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:				
COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 32, N.89°23'35"W., 2,237.28 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 64 (RIGHT-OF-WAY WIDTH VARIES) AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 13050-000; THENCE ALONG SAID RIGHT-OF-WAY LINE, S.78°22'55"E., 303.82 FEET TO A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTHWESTERLY ALONG SAID CURVE, 58.58 FEET THROUGH A CENTRAL ANGLE OF 95°54'12" (CHORD BEARING S.53°39'39"W., 51.98 FEET) TO A COMPOUND CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 32.44 FEET THROUGH A CENTRAL ANGLE OF 5°43'09" (CHORD BEARING S.02°51'18"W., 32.43 FEET); THENCE S.00°00'16"E., 205.06 FEET TO A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, 39.29 FEET THROUGH A CENTRAL ANGLE OF 90°02'44" (CHORD BEARING S.45°01'38"E., 35.37 FEET); THENCE N.89°56'59"E., 316.71 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 45.24 FEET THROUGH A CENTRAL ANGLE OF 17°16'55" (CHORD BEARING N.81°18'32"E., 45.07 FEET); THENCE S.00°00'16"E., 10.72 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 47.78 FEET FOR THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CURVE, 9.89 FEET THROUGH A CENTRAL ANGLE OF 11°51'32" (CHORD BEARING N.60°25'07"E., 9.87 FEET); THENCE N.54°29'21"E., 31.47 FEET TO A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, 31.42 FEET THROUGH A CENTRAL ANGLE OF 60°00'00" (CHORD BEARING N.24°29'21"E., 30.00 FEET); THENCE N.05°30'39"W., 37.43 FEET; THENCE N.84°29'21"E., 20.00 FEET; THENCE S.05°30'39"E., 40.00 FEET TO A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, 31.42 FEET THROUGH A CENTRAL ANGLE OF 80°00'00" (CHORD BEARING S.35°30'39"E., 30.00 FEET); THENCE S.85°30'39"E., 40.00 FEET; THENCE S.24°29'21"W., 20.00 FEET; THENCE N.65°30'39"W., 37.43 FEET TO A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG SAID CURVE, 31.42 FEET THROUGH A CENTRAL ANGLE OF 60°00'00" (CHORD BEARING S.84°29'21"W., 30.00 FEET); THENCE S.54°29'21"W., 31.47 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 72.22 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 25.36 FEET THROUGH A CENTRAL ANGLE OF 20°07'09" (CHORD BEARING S.64°32'55"W., 25.23 FEET); THENCE N.00°00'16"W., 25.87 FEET TO THE POINT OF BEGINNING.				
CONTAINING 4,207 SQUARE FEET OR 0.097 ACRES OF LAND, MORE OR LESS.				
<u>NOTES</u>				
1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 20 EAST, SAID LINE BEING ASSUMED AS N89°23'35"W. 2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC. 3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO. 4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS. 5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.				
<u>CERTIFICATION</u>				
I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.				
				 DAN H. RIZZUTO PROFESSIONAL LAND SURVEYOR LS 5227, STATE OF FLORIDA
NOT A SURVEY				SHEET 2 OF 2
ITEM	DATE	BY	QC	TURNAROUND EASEMENT EXHIBIT "A"
REVISE HORIZ. DATUM	08/28/20	RED	DHR	
SKETCH & DESCRIPTION	04/16/20	RED	DHR	
H:\N\4934\DWG\4934SD14 TURNAROUND EASEMENT REV.DWG				 POLARIS ASSOCIATES INC. PROFESSIONAL SURVEYING LB 6113 2185 SUNNYDALE BOULEVARD, SUITE D CLEARWATER, FLORIDA 33765 (727) 461-8113

JOINDER

For good and valuable consideration in hand paid, **TD BANK, N.A.**, a national banking association (the "Mortgage"), as the owner and holder of that certain Construction Loan Mortgage and Security Agreement recorded in Official Records Instrument No. 202041011567, of the Public Records of Manatee County, Florida (the "Mortgage"), securing all of the real property described therein, hereby consents to the making and recording of the **FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AGREEMENT FOR SUMMERHOUSE** (the "Amendment"), to which this Joinder is attached. Mortgagee hereby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the foregoing Amendment.

Provided always, nevertheless, that nothing therein contained shall be in anywise impair, alter or diminish the effect, lien or encumbrance of the Mortgage on the mortgaged premises, or any of the rights and remedies of the Mortgagee or any subsequent holder thereof.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16th day of November, 2020.

Signed, sealed and delivered
in the presence of:

TD BANK, N.A.,
a national banking association

[Signature]

Witness Signature

Nora Shanear

Witness Printed Name

[Signature]

Witness Signature

CHRIS PAPP

Witness Printed Name

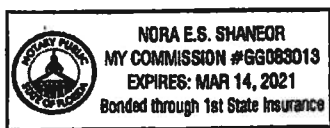
By: [Signature]
Name: Sean Dunne
Title: Vice President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of November, 2020, by Sean Dunne, as Vice President of TD Bank, N.A., a national banking association, on behalf of the association, who is personally known to me, or who has produced _____ as identification.

[Signature]

Notary Public





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
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(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)

November 03, 2020

CNL 117th Street East, LLC
Attn: J. Brett Hutchins
5391 Lakewood Ranch Boulevard, Suite 100
Lakewood Ranch, FL 34240

Subject: **Notice of Intended Agency Action - Approval
ERP Individual Construction Major Modification**
Project Name: Summerhouse
App ID/Permit No: 807680 / 43044172.003
County: Manatee
Sec/Twp/Rge: S29/T34S/R19E, S32/T34S/R19E

Dear Permittee(s):

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

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

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

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

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



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
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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
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(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)

November 03, 2020

CNL 117th Street East, LLC
Attn: J. Brett Hutchins
5391 Lakewood Ranch Boulevard, Suite 100
Lakewood Ranch, FL 34240

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

Project Name: Summerhouse
App ID/Permit No: 807680 / 43044172.003
County: Manatee
Sec/Twp/Rge: S29/T34S/R19E, S32/T34S/R19E

Dear Permittee(s):

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

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

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

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:807680 / 43044172.003

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November 03, 2020

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,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

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

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

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION
PERMIT NO. 43044172.003**

EXPIRATION DATE: **November 03, 2025**

PERMIT ISSUE DATE: **November 03, 2020**

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: Summerhouse

GRANTED TO: CNL 117th Street East, LLC
Attn: J. Brett Hutchins
5391 Lakewood Ranch Boulevard, Suite 100
Lakewood Ranch, FL 34240

OTHER PERMITTEES: N/A

ABSTRACT: This authorization is for the modification of a stormwater management system approved under Environmental Resource Permit (ERP) No. 43044172.000, serving a mixed-use subdivision, as named above and as shown on the approved construction drawings. The proposed activities include:

1. The subdividing of Lot 4 from one outparcel to four outparcels.
2. The relocation of the outfall for previously permitted Lake 1.
3. CNL 117th Street East, LLC will be responsible for operating and maintaining the onsite conveyances.
4. Lakewood Ranch Stewardship District will be responsible for operating and maintaining the master stormwater system.

Construction of offsite roadway turn lane improvements is also proposed; these improvements are exempt from formal water quality treatment and quantity attenuation. The project is located on the southeast quadrant of the intersection of State Road 64 and 117th Street East, in Manatee County. This modification, Construction Permit No. 43044172.003, amends the previously issued Construction Permit No. 43044172.000, and adds conditions. Information regarding the stormwater management system, wetlands and/or surface waters is stated below and on the permitted construction drawings for the proposed project.

OP. & MAIN. ENTITY: CNL 117th Street East, LLC

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Manatee

SEC/TWP/RGE: S29/T34S/R19E, S32/T34S/R19E

TOTAL ACRES OWNED OR UNDER CONTROL:	3.57
PROJECT SIZE:	3.57 Acres
LAND USE:	Commercial
DATE APPLICATION FILED:	July 20, 2020
AMENDED DATE:	N/A

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Summerhouse

PROJECT NAME
Commercial

PROJECT TYPE
Manatee

COUNTY
S29/T34S/R19E, S32/T34S/R19E

SEC(S)/TWP(S)/RGE(S)
CNL 117th Street East, LLC

PERMITTEE
See permit for additional permittees

APPLICATION ID/PERMIT NO: 807680 / 43044172.003
DATE ISSUED: November 03, 2020



David Kramer, 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.

I. Water Quantity/Quality

Water Quality/Quantity Comment:

The reconfiguration of Lot 4 into four parcels will impact wetland W-2, which was the permitted outfall location for Lake 1 under ERP No. 43044172.000. This modification proposes to relocate the outfall to the FDOT right-of-way, which is the ultimate outfall of wetland W-2 in the existing conditions. The proposed basin and resulting curve number modifications affect the rate of discharge for the project. It has been demonstrated that treatment and attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate will be provided. The plans reflect the North American Vertical Datum of 1988 (NAVD 88).

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)
1.10	0.00	Storage Modeling	N/A

Floodplain Comment:

Site specific storage modeling has been done to show no adverse offsite stage increases due to the proposed improvements.

*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*
WL-1	0.73	0.73	0.00	0.00	0.00	0.00
WL-2	0.19	0.00	0.19	0.00	0.00	0.00
Total:	0.92	0.73	0.19	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 0.92 acres of wetlands (FLUCCS 630) located within the project area for this ERP modification.

Permanent impacts to 0.19 acre of Wetland 2 (FLUCCS 630) will occur for construction of the project.

There are no other surface water features located within the project area.

Mitigation Information

Mitigation Comments:

Wetland mitigation is not required for permanent filling/dredging impacts to Wetland 2 pursuant to Subsection 10.2.2.1 of the ERP Applicant's Handbook Vol. I. Under this Subsection, wetland mitigation is not required for impacts to isolated wetlands less than one half acre in size that 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 project area may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetland(s), wetland buffer(s), upland conservation area(s), buffer drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - a. wetland areas
 - b. wetland buffers
 - c. limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
5. This modification, Construction Permit No. 43044172.003, amends the previously issued Construction Permit No. 43044172.000, and adds conditions.
6. 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.
7. 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.
8. The Permitted Plan Set for this project includes: the set received by the District on September 2, 2020.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 .
 14. 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.
 15. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
 16. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

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.

David Kramer, 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. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
 - 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 Operation 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 12.3.4 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 and Maintenance 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.



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

November 12, 2020

Mr. Matthew J. Morris, P.E. Via Email Only
Morris Engineering and Consulting, LLC
6997 Professional Parkway East, Suite B
Sarasota, FL 34240

RE: **Summerhouse**
PLN2005-0059, PDMU-06-30(P)/19-S-41(P)/FSP-19-62(R)/20-S-29(F)
Performance Cost Estimate
Required Private Improvements
Reason – (Common Area Landscaping)

Dear Mr. Morris:

The cost estimate for the above referenced bond, dated **November 11, 2020**, 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 **\$360,797.09** which is 130% of your estimated costs, would be sufficient to assure the County completion of the required common area landscaping private improvements.

If we can be of further assistance, please contact me at (941) 748-4501, ext. 6208.

Sincerely,

Kara Koenig
Planner II
Environmental Planning Section

Cc: Brandy Wilkins, Public Works Dept. – Fiscal Services
Karla Ripley, Public Works Dept. – Infrastructure Engineering
Kevin Oatman, Final Plat Review

SUMMERHOUSE

**Engineer's Opinion of Probable Cost
Private Improvements - Landscape Bond Estimate**

Item	Description	Cost
D1	Landscaping	\$ 277,536.22
Project Construction Total		\$ 277,536.22
Performance Bond Total (130%)		\$ 360,797.09

Matthe
w J
Morris

Digitally signed
by Matthew J
Morris
Date
2020.11.11
09:08:09 -0500

The form has been digitally signed and sealed by
Matthew J. Morris, PE Florida License No. 68434 on
November 11, 2020
Printed copies of this document are not considered signed
and sealed and the signature must be verified on any
electronic copies.



11/11/2020

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

**Engineer's Cost Estimate - Private Improvements
Summerhouse
November 10, 2020**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
D1	LANDSCAPING				
1	VUA CANOPY TREE - 10' HT, 2 5" CAL, 4' SPD ACER RUBRUM / RED MAPLE - 45 GAL MAGNOLIA GRANDIFLORA / SOUTHERN MAGNOLIA - 65 GAL PLATANUS OCCIDENTIALIS / AMERICAN SYCAMORE - B&B QUERCUS VIRGINIANA 'HIGH RISE' / HIGH RISE LIVE OAK - 65 GAL	102.00	EA	\$ 539.22	\$ 55,000.44
2	CANOPY TREE - 10' HT, 2 5" CAL, 4' SPD QUERCUS VIRGINIANA 'HIGH RISE' / HIGH RISE LIVE OAK - 65 GAL	62.00	EA	\$ 598.21	\$ 37,089.02
3	CANOPY TREE B - 12' HT, 3" CAL, 5' SPD ACER RUBRUM / RED MAPLE - 45 GAL MAGNOLIA GRANDIFLORA / SOUTHERN MAGNOLIA - 65 GAL PLATANUS OCCIDENTIALIS / AMERICAN SYCAMORE - B&B QUERCUS VIRGINIANA 'HIGH RISE' / HIGH RISE LIVE OAK - 65 GAL	50.00	EA	\$ 727.28	\$ 36,364.00
4	CANOPY TREE C - 12' HT, 4" CAL, 5' SPD ACER RUBRUM / RED MAPLE - 45 GAL MAGNOLIA GRANDIFLORA / SOUTHERN MAGNOLIA - 65 GAL PLATANUS OCCIDENTIALIS / AMERICAN SYCAMORE - B&B QUERCUS VIRGINIANA 'HIGH RISE' / HIGH RISE LIVE OAK - 65 GAL	27.00	EA	\$ 580.96	\$ 15,685.92
5	BUFFER SHRUBS - 3 GAL, 3' O/C MYRCIANTHES FRAGRANS / TWINBERRY - 3 GAL	1,567.00	EA	\$ 11.26	\$ 17,644.42
6	VUA HEDGE SHRUBS - 3 GAL SERENOA REPENS / SAW PALMETTO - 3 GAL VIBURNUM OBOVATUM 'MISS SHILLERS DELIGHT' / SHALL-LEAD ARROWWOOD - 3 GAL	728.00	EA	\$ 9.89	\$ 7,199.92
7	ROADWAY BUFFER - SOD STENOTAPHRUM SECUNDATUM / ST AUGUSTINE GRASS 'PROVISTA'	84,620.00	SF	\$ 0.54	\$ 45,694.80
8	VUA LANDSCAPING ILEX VOMITORIA 'SCHILLINGS DWARF' / DWARF SCHILLINGS HOLLD - 573 EA 3 GAL MYRCIANTHES FRAGRANS / TWINBERRY - 573 EA 3 GAL MYRICA CERIFERA / WAX MYRTLE - 573 EA 3 GAL NEPHROLEPIS BISERRATA 'MACHO FERN' / MACHO FERN - 573 EA 3 GAL SERENOA REPENS / SAW PALMETTO - 207 EA 3 GAL SPARTINA BAKERI / SAND CORD GRASS - 322 EA 3 GAL VIBURNUM OBOVATUM 'MISS SHILLERS DELIGHT' / SMALL-LEAF ARROWWOOD - 655 EA 3 GAL	35,409.00	SF	\$ 1.60	\$ 56,654.40
9	FOUNDATION LANDSCAPING ILEX VOMITORIA 'SCHILLINGS DWARF' / DWARF SCHILLINGS HOLLD - 57 EA 3 GAL MYRCIANTHES FRAGRANS / TWINBERRY - 57 EA 3 GAL MYRICA CERIFERA / WAX MYRTLE - 57 EA 3 GAL NEPHROLEPIS BISERRATA 'MACHO FERN' / MACHO FERN - 57 EA 3 GAL SERENOA REPENS / SAW PALMETTO - 21 EA 3 GAL SPARTINA BAKERI / SAND CORD GRASS - 32 EA 3 GAL VIBURNUM OBOVATUM 'MISS SHILLERS DELIGHT' / SMALL-LEAF ARROWWOOD - 65 EA 3 GAL	3,485.00	SF	\$ 1.78	\$ 6,203.30
				SUBTOTAL LANDSCAPING	\$ 277,536.22
				PROJECT CONSTRUCTION TOTAL	\$ 277,536.22
				BOND TOTAL (130%)	\$ 360,797.09



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

November 12, 2020

Mr. Matthew J. Morris, P.E. Via Email Only
Morris Engineering and Consulting, LLC
6997 Professional Parkway East, Suite B
Sarasota, FL 34240

**RE: Summerhouse
PLN2005-0059, PDMU-06-30(P)/19-S-41(P)/FSP-19-62(R)/20-S-29(F)
Performance Cost Estimate
Required Private Improvements
Reason – (Nuisance Exotic Species Removal and Wetland Buffer Enhancement)**

Dear Mr. Morris:

The cost estimate for the above referenced bond, dated **November 11, 2020**, 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 **\$7,931.16** which is 130% of your estimated costs, would be sufficient to assure the County completion of the required nuisance species removal and wetland buffer enhancement private improvements.

If we can be of further assistance, please contact me at (941) 748-4501, ext. 6208.

Sincerely,

A handwritten signature in black ink, appearing to read "Kara Koenig", written over a horizontal line.

Kara Koenig
Planner II
Environmental Planning Section

Cc: Brandy Wilkins, Public Works Dept. – Fiscal Services
Karla Ripley, Public Works Dept. – Infrastructure Engineering
Kevin Oatman, Final Plat Review

SUMMERHOUSE

Engineer's Opinion of Probable Cost
Environmental Improvements - Performance Bond Estimate

Item	Description	Cost
C1.	EXOTIC/NUISANCE SPECIES REMOVAL	\$ 3,000.00
C2.	WETLAND BUFFER RESTORATION	\$ 3,100.89
Project Construction Total		\$ 6,100.89
Performance Bond Total (130%)		\$ 7,931.16

Matthe
w J
Morris

Digitally signed
by Matthew J
Morris
Date:
2020.11.11
09:07:10 -05'00'

This item has been digitally signed and sealed by
Matthew J. Morris, P.E., Florida License No. 68434 on
November 11, 2020
Printed copies of this document are not considered signed
and sealed and the signature must be verified on any
electronic copies.



11/11/2020

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

**Engineer's Opinion of Probable Cost
Summerhouse
November 10, 2020**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
C1. <u>EXOTIC & NUISANCE VEGETATION REMOVAL</u>					
1	MANUAL/MECHANICAL REMOVAL AND/OR HERBICIDE TREATMENT	1.00	LS	\$ 3,000.00	\$ 3,000.00
SUBTOTAL EXOTIC & NUISANCE VEGETATION REMOVAL					\$ 3,000.00
C2. <u>WETLAND BUFFER & WETLAND BUFFER COMPENSATION AREA PLANTINGS</u>					
1	MORELLA CERIFERA, 3 GAL, 5' O/C	127.00	EA	\$ 11.65	\$ 1,479.55
2	QUERCUS VIRIGINIANA, 7 GAL, 20' O/C	32.00	EA	\$ 24.15	\$ 772.80
3	SPARTINA BAKERI - BR, 3' O/C	319.00	EA	\$ 2.66	\$ 848.54
SUBTOTAL WETLAND RESTORATION					\$ 3,100.89
PROJECT CONSTRUCTION TOTAL					\$ 6,100.89
BOND TOTAL (130%)					\$ 7,931.16