

# MEMORANDUM



To: Scott Hopes  
County Administrator

Thru: Chad Butzow, Director  
Public Works Department

From: Carmen Mosley, Sr. Fiscal Services Mgr./  
Brandy Wilkins, Bond Coordinator  
Public Works Department

Date: October 26, 2021

Subject: **44<sup>th</sup> AVE PHASE IV**  
**MEPS 250 TIED TO INDIGO PH IV: PDR-14-25/15-S-29(P) FSP-15-59**  
**DTS #20150256**  
**ACCEPT AGREEMENT FOR DEFECT SECURITY**  
**ACCEPT SURETY BOND**  
**ACCEPT BILL OF SALE**

The developer, Lakewood Ranch Stewardship District, is requesting that Manatee County accept, for County maintenance, potable water, sanitary sewer, drainage, roadway, and pavement improvements associated with this project. The developer has provided the *Agreement in Conjunction with Surety Bond (Attachment "A") as Defect Security Related to Required Improvements* which warrants these improvements for three (3) years from County Administrator acceptance. The developer has provided all necessary documentation; and completed and passed all inspections for those required public improvements for acceptance by Manatee County. A Bill of Sale is also required for this project which has publicly maintained utilities under private roadway. We, therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

- **Accept & Execute Agreement in Conjunction with Surety Bond (Attachment "A") as Defect Security Related to Required Improvements** securing streets and drainage system improvements;
- **Surety Bond No. 1087091** issued through The Hanover Insurance Company;
- **Amount of Defect Security \$281,380.13;**
- **Accept & Execute Bill of Sale.**

**MANATEE COUNTY, a political  
subdivision of the State of Florida**  
By: Board of County Commissioners

By: \_\_\_\_\_  
County Administrator, per R-14-86

Public Works Department  
Fiscal Services Division  
1022 26<sup>th</sup> Avenue East, Bradenton, FL 34208  
Phone number: (941)708-7450

JAMES  
SATCER  
District 1

REGGIE  
BELLAMY  
District 2

KEVIN  
VAN OSTENBRIDGE  
District 3

MISTY  
SERVIA  
District 4

VANESSA  
BAUGH  
District 5

CAROL  
WHITMORE  
At Large

GEORGE W.  
KRUSE  
At Large

44<sup>th</sup> Ave Phase IV - Public Project w/Public Improvements  
DEFECT – Potable Water, Sanitary Sewer, Drainage, Roadway & Pavement

**AGREEMENT FOR PUBLIC COMMERCIAL  
WITH PUBLIC IMPROVEMENTS  
44<sup>TH</sup> AVE PHASE IV**

This Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County“), Lakewood Ranch Stewardship District, a local unit of Special-Purpose Government established pursuant to Chapter 189, Florida Statutes (hereinafter, the “Developer”).

**RECITALS**

**WHEREAS**, Developer owns property (hereinafter the “Property”) in Manatee County, Florida, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

**WHEREAS**, Developer desires to plat and develop the Property as a **Commercial** subdivision with public improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

**WHEREAS**, Developer has made application to the County, Florida, for approval of a proposed subdivision or final site plan identified as **44th Ave Phase IV/MEPS250 (Tied to Indigo-Ph IV: PDR-14-25/15-S-29(P)/FSP-15-59, DTS# 20150256)**;

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

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

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

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

**WHEREAS**, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and

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**DEFECT – Potable Water, Sanitary Sewer, Drainage, Roadway & Pavement**

incorporated herein by this reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

**WHEREAS**, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

***NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:***

***Article I***  
***INSTALLATION OF IMPROVEMENTS***

**1.1 Installation.** The Developer shall install or have installed the Improvements in accordance with the requirements of **MEPS250 (Tied to Indigo-Ph IV: PDR-14-25/15-S-29(P)/FSP-15-59, DTS# 20150256)** (hereinafter, the “Development Order”), this Agreement and the Code.

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

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

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

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Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over the Property as necessary to allow the County to complete the Improvements.

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

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

**1.7 Specifications.** The Improvements shall be designed, constructed and maintained in

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

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

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

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

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

**1.12 Exchange and Adjustment of Securities.** Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw

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upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.

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

*Article II*  
**TERM AND TERMINATION**

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

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

*Article III*  
**AMENDMENTS; ENFORCEMENT**

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

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

*Article IV*  
**MISCELLANEOUS PROVISIONS**

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

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**4.2 No General Obligation.** Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

**4.3 Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

**4.4 Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

**4.5 Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

**4.7 Severability.** The provisions of this Agreement are declared by the parties to be severable.

**4.8 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

**4.9 Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

**4.10 Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt 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):

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DEFECT – Potable Water, Sanitary Sewer, Drainage, Roadway & Pavement

If to County: Manatee County Engineer  
Manatee County Public Works Department  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208  
Facsimile: (941)708-7475

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

If to Developer: Lakewood Ranch Stewardship District  
12051 Corporate Boulevard  
Orlando, FL 32817  
Attention: District Manager  
Email: gaarlandtj@pfm.com; and  
Email: suzanne.fugate@lakewoodranch.com

With copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 119  
Tallahassee, Florida 32301  
Attention: Jonathan Johnson  
Email: JONATHANJ@hgslaw.com

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

*[signature page to follow]*



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**DEFECT – Potable Water, Sanitary Sewer, Drainage, Roadway & Pavement**

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

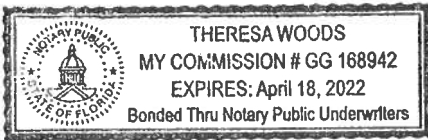
**MANATEE COUNTY, a political  
subdivision of the State of Florida**

By: Board of County Commissioners

By:   
County Administrator

STATE OF FLORIDA  
COUNTY OF MANATEE

This instrument was acknowledged before me by means of  physical presence or  online notarization this 8 day of OCT, 2021 by **Scott Hopes** (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  
Theresa Woods  
Printed Name

[Notary Seal/Stamp]

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DEFECT – Potable Water, Sanitary Sewer, Drainage, Roadway & Pavement

**(DEVELOPER)**

Signed, sealed and delivered in the presence  
of Witnesses

  
Print name: Suzanne L. Fugate

  
Print name: Kathleen J. Horn

LAKEWOOD RANCH STEWARDSHIP  
DISTRICT, a local unit of special -purpose  
government established pursuant to Chapter 189,  
Florida Statutes

By:   
Anthony J. Chiofalo, Vice Chairman

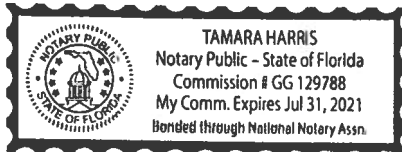
12051 Corporate Boulevard

Orlando, FL 32817  
Postal Address

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ]  
online notarization this 1<sup>st</sup> day of June, 2021, by Anthony J. Chiofalo as Vice  
Chairman, of Lakewood Ranch Stewardship District, a local unit of special -purpose government  
established pursuant to Chapter 189, Florida Statutes, ("District"), who [  ] is personally known to  
me or [ ] has produced \_\_\_\_\_ as identification.



  
NOTARY PUBLIC Signature

Tamara Harris

Printed Name

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DEFECT – Potable Water, Sanitary Sewer, Drainage, Roadway & Pavement

**EXHIBIT “A”**  
**DESCRIPTION OF PROPERTY**

ABBREVIATIONS LEGEND:  
 O.R.BK. = OFFICIAL RECORDS BOOK  
 P. = PAGE  
 PID# = PROPERTY APPRAISER IDENTIFICATION NUMBER

POINT OF COMMENCEMENT

NORTHWEST CORNER OF SECTION 9,  
 TOWNSHIP 35 SOUTH, RANGE 19 EAST

INDIGO PHASES I  
 P.BK. 58, P. 27

969.21'

NORTHEAST CORNER OF  
 44TH AVENUE EAST PHASE III  
 O.R.BK. 2540, P. 1559

INDIGO PHASES IV & V  
 PLAT BOOK 60, PAGE 21

20' WIDE PUBLIC UTILITY EASEMENT  
 O.R.BK. 2449, P. 1851

INDIGO PHASES II & III  
 P.BK. 59, P. 26

INDIGO PHASES IV & V  
 PLAT BOOK 60, PAGE 21

NORTH LINE  
 OF SECTION 9

ESPLANADE V  
 PLAT BOOK 60, PAGE 63

44TH AVENUE EAST  
 PHASE III  
 O.R.BK.2618, P.876

44TH AVENUE EAST

SCALE: 1"=500'



SOUTHEASTERLY LINE  
 INDIGO, PHASES IV & V  
 P.B. 60, PAGE 21

SOUTHEASTERLY CORNER OF  
 44TH AVENUE EAST PHASE IV  
 O.R.BK.2618, P.876

POINT OF BEGINNING

SCHROEDER-MANATEE RANCH  
 PID#579902169

WEST LINE MAINTAINED RIGHT-OF-WAY  
 ROAD PLAT BOOK 5, PAGE 190

SEE DETAIL  
 SHEET 2

44TH AVENUE  
 EAST PHASE IV  
 403,301 S.F.±  
 9.2585 Acres±

SCHROEDER-MANATEE RANCH  
 PID#579902169

ESPLANADE V  
 PLAT BOOK 60, PAGE 63

NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF SECTION 9, BEING S.89°07'21"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

SEE SHEET 2 FOR DETAIL AND LINE/CURVE TABLES  
 SEE SHEET 3 FOR LEGAL DESCRIPTION

FOR: SMR NORTH 70 LLC

This is NOT a Survey and Not valid without all sheets.

Aug 07, 2019 - 08:47:44 BCUNNINGHAM\j\2156\active\215612113\survey\drawing\215612113v-spsk03-44th Phase V.dwg

SKETCH & DESCRIPTION OF  
 44TH AVENUE EAST PHASE IV  
 SECTIONS 9 & 10, TOWNSHIP 35 SOUTH,  
 RANGE 19 EAST, MANATEE COUNTY, FLORIDA



**Stantec**

6900 Professional Parkway East, Sarasota, FL 34240-8414  
 Phone 941-907-6900 • Fax 941-907-6910  
 Certificate of Authorization #27013 • www.stantec.com  
 Licensed Business Number 7668

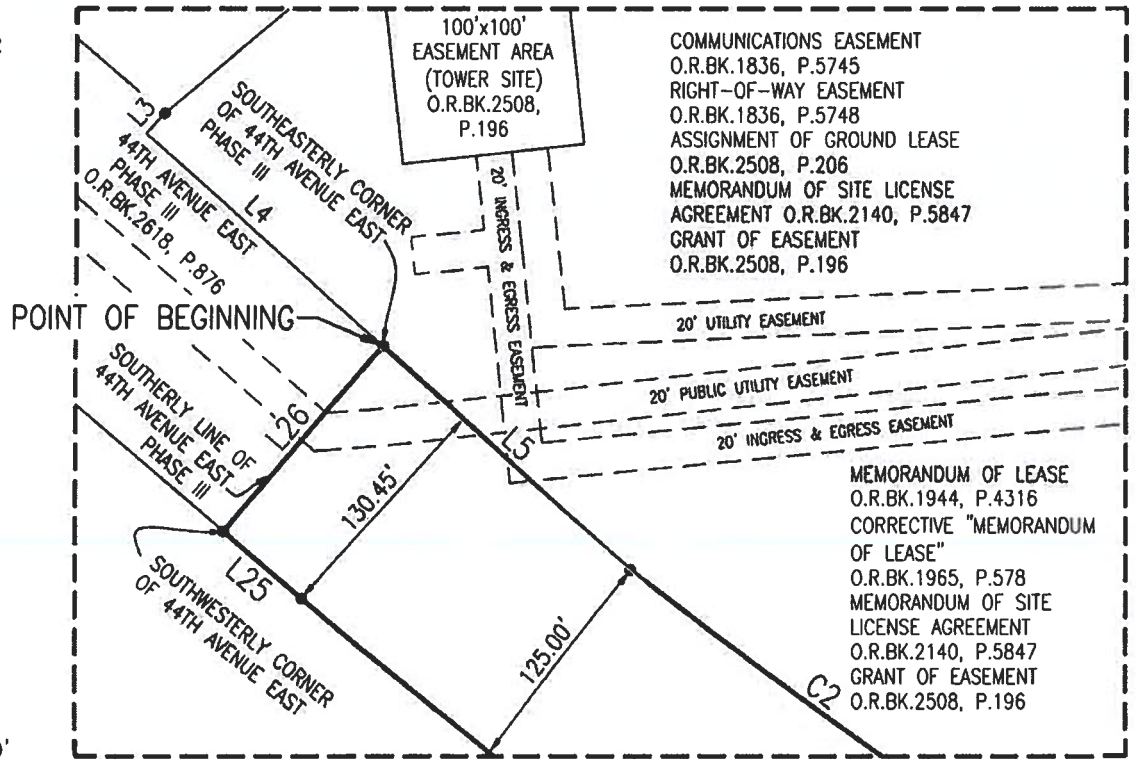
*Robert R. Cunningham, P.S.M.*  
 Florida Registration No. 3924

8/7/2019  
 Date of Signature

TASK CODE: 420	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215612113v-spsk03	PROJECT NO: 215613728	SHEET 1 OF 3	DRAWING INDEX NO: A215612113v-spsk03	REV:
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ABBREVIATIONS LEGEND:  
 O.R.BK. = OFFICIAL RECORDS BOOK  
 P. = PAGE  
 PID# = PROPERTY APPRAISERS IDENTIFICATION NUMBER

SEE SHEET 1 FOR OVERALL  
 SEE SHEET 3 FOR DESCRIPTION



COMMUNICATIONS EASEMENT  
 O.R.BK.1836, P.5745  
 RIGHT-OF-WAY EASEMENT  
 O.R.BK.1836, P.5748  
 ASSIGNMENT OF GROUND LEASE  
 O.R.BK.2508, P.206  
 MEMORANDUM OF SITE LICENSE  
 AGREEMENT O.R.BK.2140, P.5847  
 GRANT OF EASEMENT  
 O.R.BK.2508, P.196

MEMORANDUM OF LEASE  
 O.R.BK.1944, P.4316  
 CORRECTIVE "MEMORANDUM OF LEASE"  
 O.R.BK.1965, P.578  
 MEMORANDUM OF SITE LICENSE AGREEMENT  
 O.R.BK.2140, P.5847  
 GRANT OF EASEMENT  
 O.R.BK.2508, P.196

DETAIL

SCALE: 1"=100'



LINE	BEARING	DISTANCE
L1	S89°07'39"E	195.57'
L2	S49°21'21"E	844.57'
L3	S41°52'26"W	14.65'
L4	S48°07'34"E	171.66'
L5	S48°07'34"E	180.80'
L6	S61°50'02"E	74.46'
L7	S63°22'03"E	72.87'
L8	S64°50'39"E	73.59'
L9	S66°20'23"E	74.02'
L10	S67°43'01"E	97.47'
L11	N90°00'00"E	918.57'
L12	N00°07'02"W	1,064.74'
L13	N89°52'58"E	26.54'
L14	S00°12'46"E	1,081.84'
L15	S00°01'18"E	215.04'

LINE	BEARING	DISTANCE
L16	S90°00'00"W	255.31'
L17	N78°04'55"W	58.11'
L18	S90°00'00"W	634.87'
L19	N65°23'05"W	100.21'
L20	N63°18'14"W	77.03'
L21	N61°47'17"W	76.46'

LINE	BEARING	DISTANCE
L22	N60°16'45"W	75.61'
L23	N58°48'35"W	77.16'
L24	S32°30'30"W	25.00'
L25	N49°21'21"W	55.50'
L26	N40°38'39"E	131.67'

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
C1	2,940.00'	2,040.80'	39°46'19"	2,000.17'	S69°14'30"E
C2	2,815.00'	374.91'	7°37'51"	374.63'	S55°43'18"E
C3	2,805.00'	1,099.74'	22°27'49"	1,092.71'	S78°46'06"E
C4	50.00'	78.64'	90°07'02"	70.78'	N44°56'29"E
C5	50.00'	78.52'	89°58'42"	70.70'	N45°00'39"W
C6	2,925.00'	1,148.14'	22°29'24"	1,140.78'	N78°45'18"W
C7	2,915.00'	104.06'	2°02'43"	104.05'	N58°30'52"W
C8	2,940.00'	417.48'	8°08'09"	417.13'	N53°25'26"W

FOR: SMR NORTH 70 ;;C

Aug 07, 2019 - 08:48:10

BCUNNINGHAM\jv\2156\active\215612113\survey\drawing\215612113v-spsk03-44th Phase V.dwg

This is NOT a Survey and Not valid without all sheets.

SKETCH & DESCRIPTION OF  
 44TH AVENUE EAST PHASE IV  
 SECTIONS 9 & 10, TOWNSHIP 35 SOUTH,  
 RANGE 19 EAST, MANATEE COUNTY, FLORIDA



**Stantec**

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 Phone 941-907-6900 • Fax 941-907-6910  
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**DESCRIPTION (as prepared by the certifying Surveyor and Mapper):**

A strip of land lying in Sections 9 and 10, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of said Section 9; thence S89°07'21"E, along the north line of said Section 9, a distance of 969.21 feet to the northeast corner of 44th Avenue East Phase III (variable width public right-of-way) as recorded in Official Records Book 2540, Page 1559, Public Records of Manatee County, Florida, also being the northwest corner of 44th Avenue East III (variable width public right-of-way) as recorded in Official Records Book 2618, Page 876, said Public Records; thence along the northerly line of said 44th Avenue East for the following five (5) calls: (1) thence S.89°07'39"E., a distance of 195.57 feet to a point of curvature of a curve to the right, having a radius of 2,940.00 feet and a central angle of 39°46'19"; (2) thence southeasterly along the arc of said curve, a distance of 2,040.80 feet to the point of tangency of said curve; (3) thence S.49°21'21"E., a distance of 844.57 feet; (4) thence S.41°52'26"W., a distance of 14.65 feet; (5) thence S.48°07'34"E., a distance of 171.66 feet to the POINT OF BEGINNING, said point being the southeasterly corner of said 44th Avenue East Phase III; thence continue S.48°07'34"E., a distance of 180.80 feet to the point of curvature of a non-tangent curve to the left, having a radius of 2,815.00 feet and a central angle of 07°37'51"; thence southeasterly along the arc of said curve, a distance of 374.91 feet, said curve having a chord bearing and distance of S.55°43'18"E., 374.63 feet, to the end of said curve; thence S.61°50'02"E., non-tangent to the last stated curve, a distance of 74.46 feet; thence S.63°22'03"E., a distance of 72.87 feet; thence S.64°50'39"E., a distance of 73.59 feet; thence S.66°20'23"E., a distance of 74.02 feet; thence S.67°43'01"E., a distance of 97.47 feet to the point of curvature of a non-tangent curve to the left, having a radius of 2,805.00 feet and a central angle of 22°27'49"; thence easterly along the arc of said curve, a distance of 1,099.74 feet, said curve having a chord bearing and distance of S.78°46'06"E., 1,092.71 feet, to the point of tangency of said curve; thence N.90°00'00"E., a distance of 918.57 feet to the point of curvature of a curve to the left having a radius of 50.00 feet and a central angle of 90°07'02"; thence northeasterly along the arc of said curve, a distance of 78.64 feet to the point of tangency of said curve; thence N.00°07'02"W., a distance of 1,064.74 feet; thence N.89°52'58"E., a distance of 26.54 feet to a point on the west right-of-way line of Lorraine Road (variable width maintained public right-of-way) as recorded in Road Plat Book 5, Page 190 in the Public Records of Manatee County, Florida; thence along said west maintained right-of-way line for the following two (2) calls: (1) thence S.00°12'46"E., a distance of 1,081.84 feet; (2) thence S.00°01'18"E., a distance of 215.04 feet to the point of cusp of a non-tangent curve to the left, having a radius of 50.00 feet and a central angle of 89°58'42"; thence northwesterly along the arc of said curve, a distance of 78.52 feet, said curve having a chord bearing and distance of N.45°00'39"W., 70.70 feet, to the point of tangency of said curve; thence S.90°00'00"W., a distance of 255.31 feet; thence N.78°04'55"W., a distance of 58.11 feet; thence S.90°00'00"W., a distance of 634.87 feet to the point of curvature of a curve to the right having a radius of 2,925.00 feet and a central angle of 22°29'24"; thence westerly along the arc of said curve, a distance of 1,148.14 feet to the end of said curve; thence N.65°23'05"W., non-tangent to the last stated curve, a distance of 100.21 feet; thence N.63°18'14"W., a distance of 77.03 feet; thence N.61°47'17"W., a distance of 76.46 feet; thence N.60°16'45"W., a distance of 75.61 feet; thence N.58°48'35"W., a distance of 77.16 feet to the point of curvature of a non-tangent curve to the right, having a radius of 2,915.00 feet and a central angle of 02°02'43"; thence northwesterly along the arc of said curve, a distance of 104.06 feet, said curve having a chord bearing and distance of N.58°30'52"W., 104.05 feet, to the end of said curve; thence S.32°30'30"W., radial to the last stated curve, a distance of 25.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 2,940.00 feet and a central angle of 08°08'09"; thence northwesterly along the arc of said curve, a distance of 417.48 feet, said curve having a chord bearing and distance of N.53°25'26"W., 417.13 feet, to the point of tangency of said curve; thence N.49°21'21"W., a distance of 55.50 feet to the southwesterly corner of the above mentioned 44th Avenue East; thence N.40°38'39"E., along the southerly line of said 44th Avenue East, a distance of 131.67 feet to the POINT OF BEGINNING.

Said tract contains 403,301 square feet or 9.2585 acres, more or less.

FOR: SMR NORTH 70 LLC

**This is NOT a Survey and Not valid without all sheets.**

Aug 07, 2019 - 08:35:10 BCUNNINGHAM\2156\active\215612113\survey\drawing\215612113v-spsk03-44th Phase V.dwg

SKETCH & DESCRIPTION OF  
44TH AVENUE EAST PHASE IV  
SECTIONS 9 & 10, TOWNSHIP 35 SOUTH,  
RANGE 19 EAST, MANATEE COUNTY, FLORIDA



**Stantec**

6900 Professional Parkway East, Sarasota, FL 34240-8414  
Phone 941-907-8900 • Fax 941-907-6910  
Certificate of Authorization #27013 • www.stantec.com  
Licensed Business Number 7886

TASK CODE: 420	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215612113v-spsk03	PROJECT NO: 215613728	SHEET 3 OF 3	DRAWING INDEX NO: A215612113v-spsk03	REV:
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44<sup>th</sup> Ave Phase IV - Public Project w/Public Improvements  
DEFECT – Potable Water, Sanitary Sewer, Drainage, Roadway & Pavement

**EXHIBIT “B-1”  
IMPROVEMENTS**

	Improvement	Estimated Cost
1	<b>DEFECT – Potable Water, Sanitary Sewer, Drainage, Roadway &amp; Pavement</b>	\$281,380.13
2		\$
3		\$
4		\$
5		\$



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

February 11, 2021

Stantec  
Attention: Keith Litzell, P.E.  
6900 professional Parkway East  
Sarasota, FL 34240-8414

(keith.litzell@stantec.com)

**RE: 44<sup>th</sup> Avenue – Phases IV (Public Road)  
(Construction Plans)  
Defect Security Cost  
Required Public Improvements  
Reason – (Potable Water, Sanitary Sewer, Drainage, Roadway & Pavement)**

Dear Mr. Litzell:

Your cost estimate for the above referenced bond, dated **October 29, 2020**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Defect Security in the amount of **\$281,380.13**, which is 10% of the submitted actual cost, would be sufficient to assure the County correction of any defects or failures.

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

Sincerely,

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

SM/ns/jmg

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



**Stantec  
Actual Construction Cost  
44th Avenue - Phase IV**

**For Defect Security Bond for Public Utilities and Roadway**

**Site Development Summary Cost Breakdown**

**Sum of  
Improvements** **\$2,813,801.32**

**Total x 10%** **\$281,380.13**

**Certificate of Cost Estimate**

I, Keith E. Litzell, P.E., the engineer of record, do hereby estimate that the cost of the improvements itemized above and adjusted for inflation for the maximum authorized period during which they may be installed is Two Hundred Eighty-One Thousand, Three Hundred Eighty Dollars and Thirteen Cents (\$281,380.13).

Signed and sealed this 29th day of October, 2020

Signed: **Litzell, Keith**

Digitally signed by Litzell, Keith  
DN: CN="Litzell, Keith", OU=Internal,  
OU=users, OU=stantec, DC=corp,  
DC=ads  
Date: 2020.10.29 15:00:52-04'00'

Keith E. Litzell, P.E.

Florida Registered Engineer No. 63118



**Engineer's Opinion of Probable Cost  
44th Avenue - Phase IV**

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**Summary of Construction Costs**

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Potable Water	\$332,186.07
Sanitary Sewer	\$394,782.51
Drainage	\$551,785.27
Roadways & Pavement	\$1,535,047.47
<b>Total</b>	<b>\$2,813,801.32</b>



## 44th Avenue - Phase IV

### Potable Water

Item	Quantity	Unit	Unit Price	Total
16" DIP Water Main	3,172	LF	\$77.77	\$246,686.44
30" Steel Casing	85	LF	\$120.09	\$10,207.65
16" Butterfly Valve	6	EA	\$4,310.45	\$25,862.70
Fire Hydrant, Complete	5	EA	\$6,572.57	\$32,862.85
Air Release Valve	1	EA	\$5,138.05	\$5,138.05
Potable Water Main Fittings	1	LS	\$11,428.38	\$11,428.38
<b>Potable Water Grand Total =</b>				<b>\$332,186.07</b>



## 44th Avenue - Phase IV

### Sanitary Sewer

Item	Quantity	Unit	Unit Price	Total
24" PVC (DR-18) Force Main	3,095	LF	\$97.26	\$301,019.70
24" DIP Force Main	43	LF	\$166.84	\$7,174.12
48" Steel Casing	105	LF	\$100.45	\$10,547.25
24" Gate Valve	4	EA	\$14,675.50	\$58,702.00
Air Release Valve	2	EA	\$4,662.84	\$9,325.68
Temporary Blow-Off	1	EA	\$1,860.86	\$1,860.86
Sanitary Force Main Fittings	1	LS	\$6,152.90	\$6,152.90
<b>Sanitary Sewer Grand Total =</b>				<b>\$394,782.51</b>



## 44th Avenue - Phase IV

### Drainage

Item	Quantity	Unit	Unit Price	Total
15" RCP	125	LF	\$37.69	\$4,711.25
18" RCP	1,763	LF	\$50.00	\$88,150.00
24" RCP	916	LF	\$60.00	\$54,960.00
30" RCP	308	LF	\$106.25	\$32,725.00
36" RCP	98	LF	\$139.17	\$13,638.66
29" x 45" ERCP	128	LF	\$140.29	\$17,957.12
8' x 6' Box Culvert with Wingwalls	1	LS	\$197,185.00	\$197,185.00
FDOT Type 5 Inlet	16	EA	\$5,180.00	\$82,880.00
FDOT Type 6 Inlet	2	EA	\$5,149.24	\$10,298.48
15" FDOT Headwall	1	EA	\$1,439.76	\$1,439.76
6" Underdrain	1,600	LF	\$20.50	\$32,800.00
Underdrain Cleanout	32	EA	\$470.00	\$15,040.00
<b>Drainage Grand Total =</b>				<b>\$551,785.27</b>



## 44th Avenue - Phase IV

### Roadways & Pavement

Item	Quantity	Unit	Unit Price	Total
Concrete Sidewalk (Common Areas Only)	4,400	SY	\$32.00	\$140,800.00
1" FC-3 Friction Course	20,703	SY	\$6.45	\$133,534.35
2.5" Asphaltic Concrete Type S-1	20,703	SY	\$12.40	\$256,717.20
10" Thick Cement Treated Shell Base (Per Manatee County Index 403.1)	24,142	SY	\$13.15	\$317,467.30
12" Stabilized Subgrade LBR 60	25,501	SY	\$8.00	\$204,008.00
4" Concrete Median Slab	289	SY	\$35.00	\$10,115.00
Type 'F-mod' Curb	5,851	LF	\$9.50	\$55,584.50
Type 'F' Curb	6,135	LF	\$11.20	\$68,712.00
Valley Gutter Crossing	135	LF	\$50.00	\$6,750.00
Handicap Ramp	6	EA	\$880.00	\$5,280.00
Signage & Striping	1	LS	\$31,700.00	\$31,700.00
Permanent Control Points	1	LS	\$500.00	\$500.00
<b>Lorraine Road Intersection</b>				
1" S-III Friction Course (Milled Area)	2,850	SY	\$8.00	\$22,800.96
Depth Varies S-I Leveling Course (Milled Area)	96	CY	\$190.00	\$18,228.60
2.5" Type S-1 Asphaltic Concrete (First Lift New)	3,800	SY	\$16.25	\$61,752.60
1" S-III Asphaltic Concrete (Second Lift New)	3,800	SY	\$8.25	\$31,351.32
Road Base (FDOT Group 9)	3,781	SY	\$25.00	\$94,536.00
12" Stabilized Subgrade (Min. LBR 60)	3,848	SY	\$12.00	\$46,172.88
Handicap Ramp (complete with Tactile Surface)	3	EA	\$635.00	\$1,981.20
F Curb	231	LF	\$20.50	\$4,733.04
F Curb, Modified	34	LF	\$20.00	\$670.80
8' Stabilized Shoulder	378	SY	\$11.00	\$4,152.72
Traffic Control Striping and Pavement Markings	1	LS	\$16,555.00	\$16,555.00
Traffic Control Signage	1	LS	\$944.00	\$944.00
<b>Roadways &amp; Pavement Grand Total=</b>				<b>\$1,535,047.47</b>

44<sup>th</sup> Ave Phase IV - Public Project w/Public Improvements  
DEFECT – Potable Water, Sanitary Sewer, Drainage, Roadway & Pavement

**EXHIBIT “B-2”**  
**IMPROVEMENTS**

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

**REQUIRED AT TIME OF DEFECT**



215812113-000-131UP  
 10 of 28

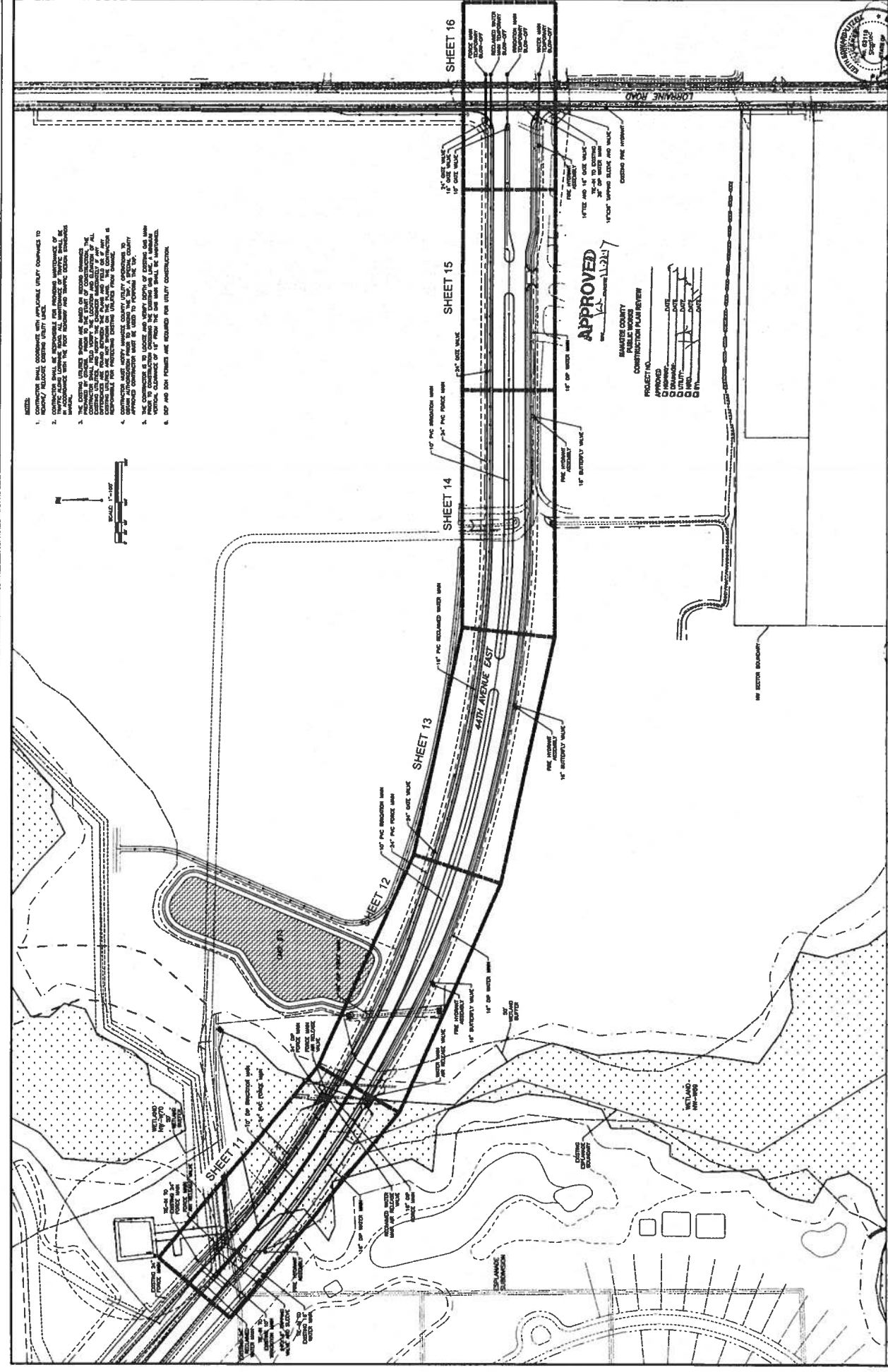
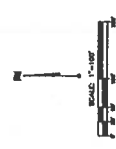
**MASTER UTILITY PLAN AND  
 PLAN AND PROFILE INDEX**

**SHEET LAKWOOD RANCH STEWARDSHIP DISTRICT  
 PROJECT: 44TH AVENUE EAST - PHASE IV**

**Stantec**  
 4400 Lakewood Parkway, Suite 200, Lakewood, CO 80424  
 Phone: 303.955.1200  
 Fax: 303.955.1201  
 Email: info@stantec.com

NO.	DATE	BY	CHKD.	APP'D.	DATE
1	12/20/13	DAVID L. SMITH	DAVID L. SMITH	DAVID L. SMITH	12/20/13
2	12/20/13	DAVID L. SMITH	DAVID L. SMITH	DAVID L. SMITH	12/20/13
3	12/20/13	DAVID L. SMITH	DAVID L. SMITH	DAVID L. SMITH	12/20/13
4	12/20/13	DAVID L. SMITH	DAVID L. SMITH	DAVID L. SMITH	12/20/13
5	12/20/13	DAVID L. SMITH	DAVID L. SMITH	DAVID L. SMITH	12/20/13
6	12/20/13	DAVID L. SMITH	DAVID L. SMITH	DAVID L. SMITH	12/20/13
7	12/20/13	DAVID L. SMITH	DAVID L. SMITH	DAVID L. SMITH	12/20/13
8	12/20/13	DAVID L. SMITH	DAVID L. SMITH	DAVID L. SMITH	12/20/13
9	12/20/13	DAVID L. SMITH	DAVID L. SMITH	DAVID L. SMITH	12/20/13
10	12/20/13	DAVID L. SMITH	DAVID L. SMITH	DAVID L. SMITH	12/20/13

- NOTES:**
- CONTRACTOR SHALL VERIFY ALL UTILITIES WITH AVAILABLE UTILITY COMPANIES TO AVOID DAMAGE TO EXISTING UTILITIES.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES.
  - PROVIDER TO PROVIDE ALL NECESSARY PERMITS AND APPROVALS FOR ALL UTILITIES TO BE INSTALLED AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
  - CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES TO ORIGINAL OR BETTER CONDITION.
  - THE CONTRACTOR IS TO LOCATE AND VERIFY DEPTH OF EXISTING GAS AND WATER UTILITIES IN CONFORMANCE WITH THE CITY OF LAKWOOD UTILITY DEPARTMENT RECORDS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
  - DO NOT AND DO NOT PERMIT ANY OBSTRUCTIONS FOR UTILITY CONSTRUCTIONS.



**APPROVED**  
 DAVID L. SMITH  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 13119  
 STATE OF CALIFORNIA

**BLAIR COUNTY  
 PUBLIC WORKS  
 CONSTRUCTION PLAN REVIEW**

PROJECT NO. \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_ DATE: \_\_\_\_\_



44<sup>th</sup> Ave Phase IV - Public Project w/Public Improvements  
DEFECT – Potable Water, Sanitary Sewer, Drainage, Roadway & Pavement

**EXHIBIT “C”**  
**PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	<b>DEFECT – Surety Bond No. 1087091</b> issued through The Hanover Insurance Company	\$281,380.13
2		\$
3		\$
4		\$
5		\$

**SURETY BOND  
FOR DEFECTS OF REQUIRED IMPROVEMENTS**

**(Attachment "A")**

**BOND NO. 1087091  
PROJECT NAME: 44th Avenue –  
Phase IV Improvements**

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, Lakewood Ranch Stewardship District, a local unit of special purpose government established pursuant to Chapter 189, Florida Statutes, as Principal, and The Hanover Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$281,380.13 (Numbers) Two Hundred Eighty One Thousand Three Hundred Eighty and 13/100's (Words) for which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents for the specific benefit of the County in accordance with the conditions set forth herein and in "Agreement for Public Improvements for Development (Non-Subdivision)".

**THE CONDITION** of the above obligation is such that, Whereas the Principal has entered into a contract, dated \_\_\_\_\_ (LEAVE BLANK - Manatee County Government approval date) with the obligation to warrant those Required Improvements which the Principal is presently requesting the Obligee to accept for maintenance to be free from defects or failures involving construction, design, or materials.

**NOW THEREFORE**, if the Obligee's inspection of the Required Improvements finds no defects within thirty six (36) months from the date of the Obligee's approval and acceptance of those Required Improvements, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect. In the event the Defects are not remedied in accordance with the terms of the attached "**Agreement**", which is hereby incorporated herein by reference, the Surety will forthwith pay to the Obligee the costs of correcting the Defects in an amount not exceeding the said sum specified above. The amount of money required to repair the defects shall be at the sole discretion of the County. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 (*insert page number for surety address*). Payment will be made to the County within thirty (30) days by certified check drawn on behalf of the Board of County Commissioners at P.O. Box 1000, Bradenton, FL 34206.

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

(Attachment "A")

BOND NO. 1087091  
PROJECT NAME: 44th Avenue –  
Phase VI Improvements

SIGNED AND SEALED this 19th day of May, 2021.

WITNESSED BY:

SURETY:

Alexa Costella  
Print Name: Alexa Costella

THE HANOVER INSURANCE COMPANY

By: James I. Moore  
Print Name: James I. Moore  
Title: Attorney-in-Fact

Sinem Nava  
Print Name: Sinem Nava

ADDRESS:  
333 W. Pierce Road  
Itasca, IL 60143

NOTARY ACKNOWLEDGMENT

STATE OF: ILLINOIS  
COUNTY OF: DUPAGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 19th day of May, 2021, by James I. Moore, as Attorney-in-Fact (Title) on behalf of the Surety identified herein, and who  is **personally known to me** or  has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



Alexandra Sartori  
Notary Public

Alexandra Sartori  
Print Name of Notary

Commission No. 840142

My Commission Expires: July 5, 2024

(Attachment "A")

BOND NO. 1087091  
PROJECT NAME: 44th Avenue –  
Phase IV Improvements

SIGNED AND SEALED this 19th day of May, 2021


Signed, sealed and delivered in the presence  
of Witnesses

PRINCIPAL:

  
Print name: Suzanne L. Fugate

LAKEWOOD RANCH STEWARDSHIP DISTRICT, a  
local unit of special -purpose government established  
pursuant to Chapter 189, Florida Statutes

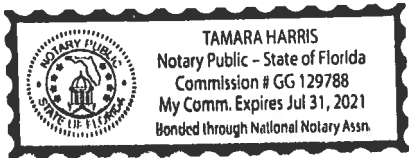
  
Print name: CHRIS E. WESTLAKE


By:   
Anthony J. Chiofalo, Vice Chairman

ADDRESS:  
12051 Corporate Boulevard  
Orlando, FL 32817

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online  
notarization this 21<sup>st</sup> day of May, 2021, by Anthony J. Chiofalo as Vice Chairman,  
of Lakewood Ranch Stewardship District, a local unit of special purpose government established pursuant to  
Chapter 189, Florida Statutes, ("District"), who [] is personally known to me or [ ] has produced  
\_\_\_\_\_ as identification.



  
Notary Public  
Print Name: Tamara Harris  
Commission Exp.: July 31, 2021  
Commission No.: GG129788

(Attachment "A")

**BOND NO. 1087091**  
**PROJECT NAME: 44<sup>th</sup> Avenue –**  
**Phase IV Improvements**

Approved and accepted for and on behalf of Manatee County, Florida, this 29 day of October, 2021.

**MANATEE COUNTY**

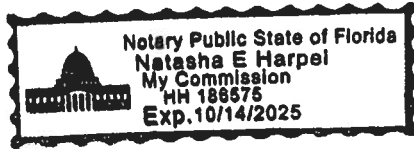
A political subdivision of the State of Florida  
By: Board of County Commissioners

By: [Signature]  
County Administrator

STATE OF: Florida  
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 29<sup>th</sup> day of October, 2021, by Scott Hopes, as County Administrator, (Title), for and on behalf of Manatee County Board of County Commissioners, who  is **personally known to me** or  who has produced N/A (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Natasha E. HARPEL  
Print Name of Notary

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

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

**Kelly A. Gardner, Tariese M. Pisciotto, Dawn L. Morgan, Melissa Schmidt,  
James I. Moore, Stephen T. Kazmer, Jennifer J. McComb and/or Diane M. Rubright**

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

**Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance**

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

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

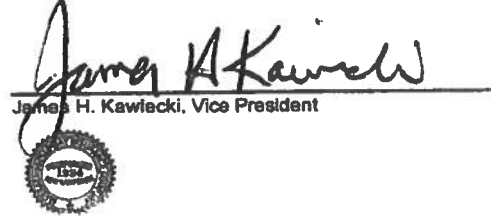
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 18<sup>th</sup> day of February, 2020.

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

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

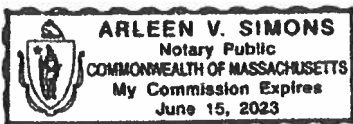
  
Bryan J. Swastor, Executive Vice President

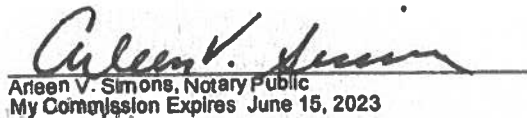
  
James H. Kawiacki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 18<sup>th</sup> day of February, 2020 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

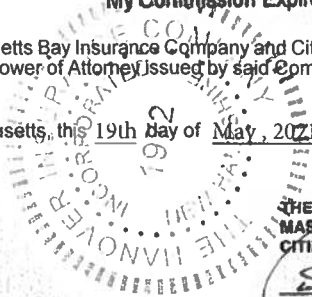


  
Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19<sup>th</sup> day of May, 2021

CERTIFIED COPY



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA  
  
Carrick A. Bligh, Vice President

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **LAKWOOD RANCH STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 189, Florida Statutes and located in Manatee County, Florida, whose mailing address is c/o PFM Group Consulting, LLC, 12051 Corporate Boulevard, Orlando, FL 32817 (hereinafter referred to as **SELLER**), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from Manatee County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as **COUNTY**) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following required improvements associated with the **44<sup>th</sup> Avenue East Phase IV**:

1. All wastewater lines, pipes, valves, force mains, laterals, tees, bends, joints, facilities, equipment, and appurtenances thereto, located within or upon that certain real property owned by the SELLER and described below;
2. All potable water lines, pipes, valves, services and meters, tees, bends, joints, facilities, equipment and appurtenances thereto, located within or upon that certain real property owned by the SELLER and described below;
3. All roadways, curbs, sidewalks, pavement base, signage and striping and appurtenances thereto, located within or upon that certain real property owned by the SELLER and described below;
4. All pipelines, pipes, tees, throat inlets, storm manholes, connections, box culverts complete with wingwalls and footers, underdrain and underdrain cleanouts, and appurtenances thereto located within or upon that certain real property owned by the SELLER and described below.

All on the property described in Exhibit "A", attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

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

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

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 21<sup>st</sup> day of May, 2021

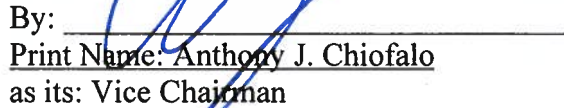
Signed, sealed and delivered in the presence of Witnesses:



Print name: Suzanne L. Fugate

  
Print name: CHRIS E. WESTLAKE

**LAKEWOOD RANCH  
STEWARDSHIP DISTRICT**  
a local unit of special-purpose government

By:   
Print Name: Anthony J. Chiofalo  
as its: Vice Chairman

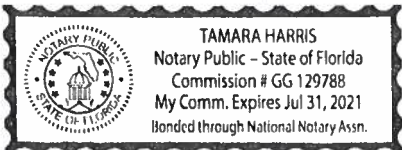
Postal Address:  
c/o PFM Group Consulting, LLC  
12051 Corporate Boulevard  
Orlando, FL 32817

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 21<sup>st</sup> day of May, 2021, by Anthony J. Chiofalo as Vice Chairman of the Board of Supervisors of Lakewood Ranch Stewardship District, a local unit of special-purpose government established pursuant to Chapter 189, on behalf of the District, who is personally known to me or has produced \_\_\_\_\_ as identification.





NOTARY PUBLIC Signature

Tamara Harris

Printed Name



WHEREFORE, the County and Developer and/or CDD have executed this Bill of Sale as of this 29<sup>th</sup> day of October, 2021.

MANATEE COUNTY, a political  
subdivision of the State of Florida

By: Board of County Commissioners

By: 

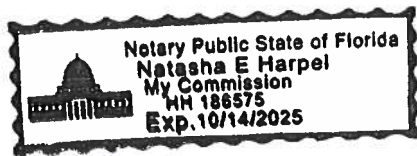
County Administrator

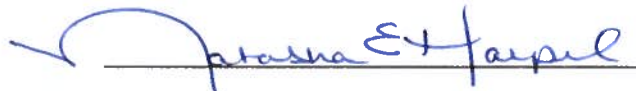
STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 29<sup>th</sup> day of October, 2021, by Scott Hopes (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification

NOTARY SEAL:





NOTARY PUBLIC Signature

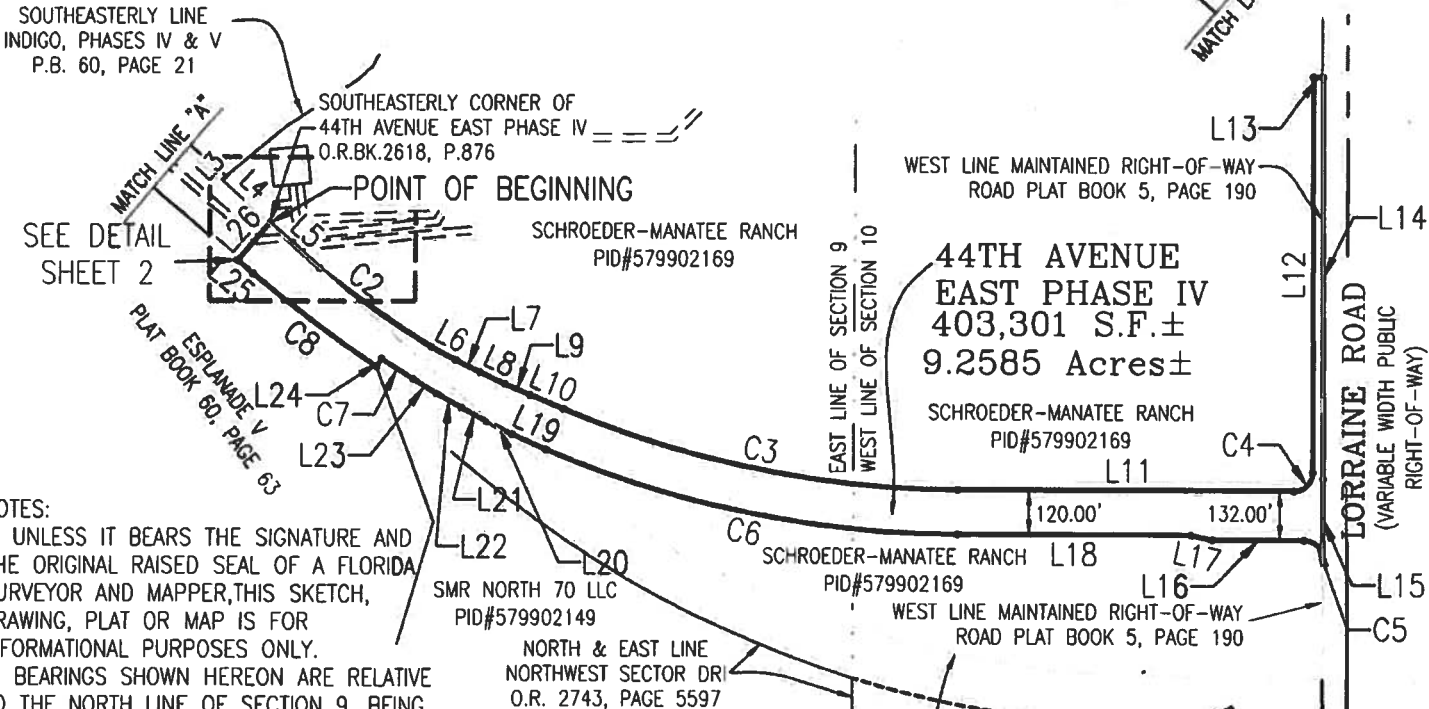
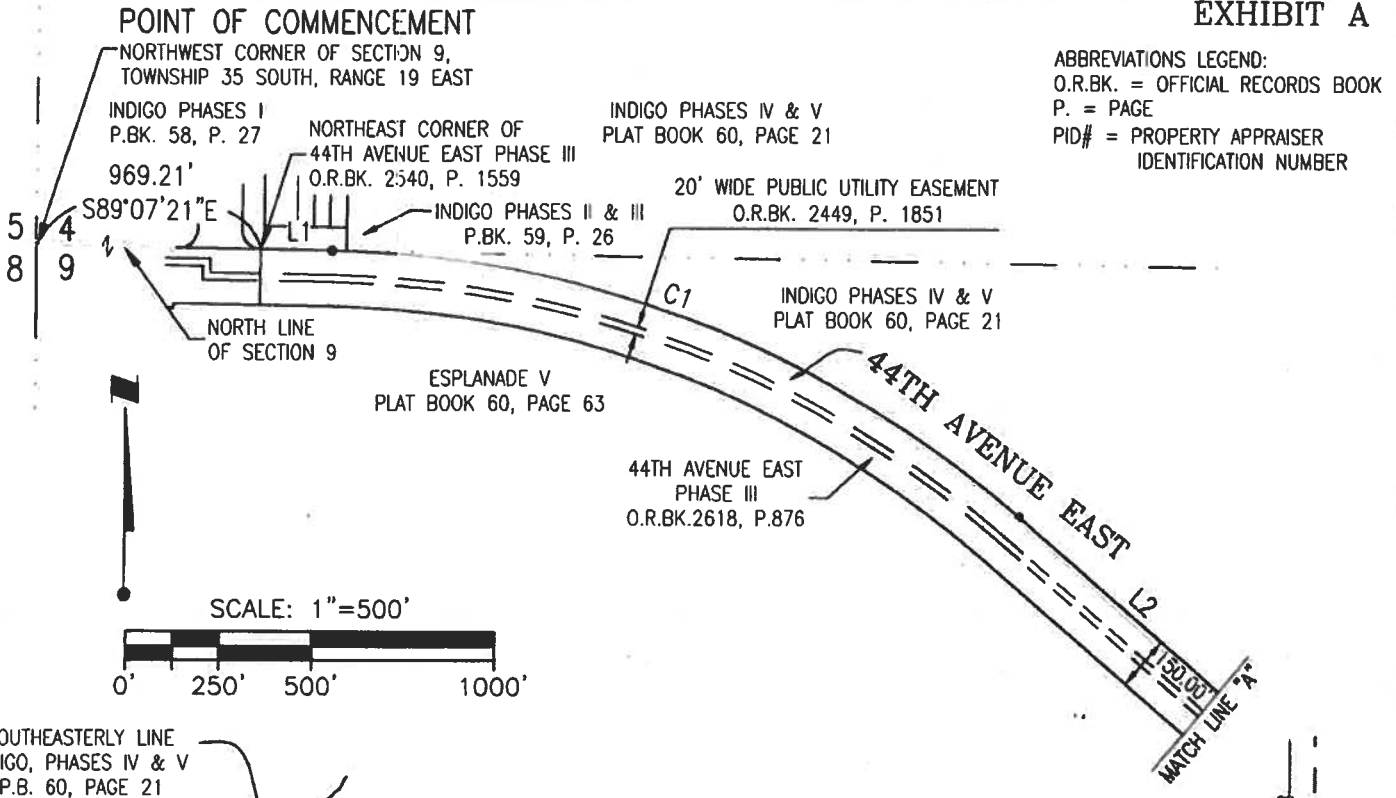
NATASHA E HARPEL

Printed Name

**Exhibit “A”**

**Please see attached Legal Descriptions**

ABBREVIATIONS LEGEND:  
 O.R.BK. = OFFICIAL RECORDS BOOK  
 P. = PAGE  
 PID# = PROPERTY APPRAISER IDENTIFICATION NUMBER



- NOTES:
1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
  2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF SECTION 9, BEING S.89°07'21"E.
  3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

SEE SHEET 2 FOR DETAIL AND LINE/CURVE TABLES  
 SEE SHEET 3 FOR LEGAL DESCRIPTION

*Robert R. Cunningham, P.S.M.*  
 Florida Registration No. 3924  
 Date of Signature 8/7/2019

FOR: SMR NORTH 70 LLC  
 Aug 07, 2019 - 08:47:44 BCUNNINGHAM\jv\2156\active\215612113\survey\drawing\215612113v-spsk03-44th Phase V.dwg

This is NOT a Survey and Not valid without all sheets.

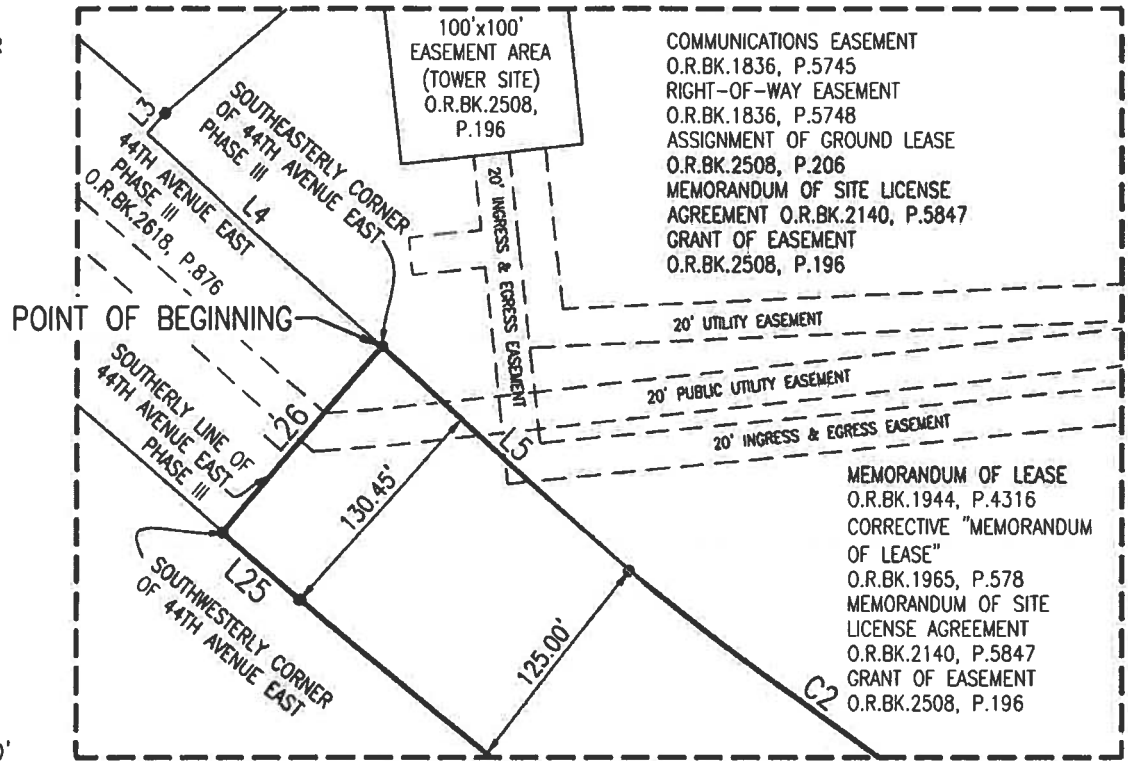
SKETCH & DESCRIPTION OF  
 44TH AVENUE EAST PHASE IV  
 SECTIONS 9 & 10, TOWNSHIP 35 SOUTH,  
 RANGE 19 EAST, MANATEE COUNTY, FLORIDA

6900 Professional Parkway East, Sarasota, FL 34240-8414  
 Phone 941-907-8900 • Fax 941-907-8910  
 Certificate of Authorization #27013 • www.stantec.com  
 Licensed Business Number 7868

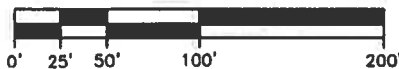
TASK CODE: 420	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215612113v-spsk03	PROJECT NO: 215613728	SHEET 1 OF 3	DRAWING INDEX NO: A215612113v-spsk03	REV:
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ABBREVIATIONS LEGEND:  
 O.R.BK. = OFFICIAL RECORDS BOOK  
 P. = PAGE  
 PID# = PROPERTY APPRAISERS IDENTIFICATION NUMBER

SEE SHEET 1 FOR OVERALL  
 SEE SHEET 3 FOR DESCRIPTION



SCALE: 1"=100'



DETAIL

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°07'39"E	195.57'
L2	S49°21'21"E	844.57'
L3	S41°52'26"W	14.65'
L4	S48°07'34"E	171.66'
L5	S48°07'34"E	180.80'
L6	S61°50'02"E	74.46'
L7	S63°22'03"E	72.87'
L8	S64°50'39"E	73.59'
L9	S66°20'23"E	74.02'
L10	S67°43'01"E	97.47'
L11	N90°00'00"E	918.57'
L12	N00°07'02"W	1,064.74'
L13	N89°52'58"E	26.54'
L14	S00°12'46"E	1,081.84'
L15	S00°01'18"E	215.04'

LINE TABLE		
LINE	BEARING	DISTANCE
L16	S90°00'00"W	255.31'
L17	N78°04'55"W	58.11'
L18	S90°00'00"W	634.87'
L19	N65°23'05"W	100.21'
L20	N63°18'14"W	77.03'
L21	N61°47'17"W	76.46'

LINE TABLE		
LINE	BEARING	DISTANCE
L22	N60°16'45"W	75.61'
L23	N58°48'35"W	77.16'
L24	S32°30'30"W	25.00'
L25	N49°21'21"W	55.50'
L26	N40°38'39"E	131.67'

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
C1	2,940.00'	2,040.80'	39°46'19"	2,000.17'	S69°14'30"E
C2	2,815.00'	374.91'	7°37'51"	374.63'	S55°43'18"E
C3	2,805.00'	1,099.74'	22°27'49"	1,092.71'	S78°46'06"E
C4	50.00'	78.64'	90°07'02"	70.78'	N44°56'29"E
C5	50.00'	78.52'	89°58'42"	70.70'	N45°00'39"W
C6	2,925.00'	1,148.14'	22°29'24"	1,140.78'	N78°45'18"W
C7	2,915.00'	104.06'	2°02'43"	104.05'	N58°30'52"W
C8	2,940.00'	417.48'	8°08'09"	417.13'	N53°25'26"W

FOR: SMR NORTH 70 ;:C

Aug 07, 2019 - 08:48:10 BCUNNINGHAM\2156\active\215612113\survey\drawing\215612113v-spsk03-44th Phase V.dwg

This is NOT a Survey and Not valid without all sheets.

SKETCH & DESCRIPTION OF  
 44TH AVENUE EAST PHASE IV  
 SECTIONS 9 & 10, TOWNSHIP 35 SOUTH,  
 RANGE 19 EAST, MANATEE COUNTY, FLORIDA



**Stantec**

6900 Professional Parkway East, Sarasota, FL 34240-8414  
 Phone 941-907-6900 • Fax 941-907-6910  
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TASK CODE: 420	DRAWN BY: JWB	CHKD BY: RRC	CAD FILE: 215612113v-spsk03	PROJECT NO: 215613728	SHEET 2 OF 3	DRAWING INDEX NO: A215612113v-spsk03	REV:
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**DESCRIPTION (as prepared by the certifying Surveyor and Mapper):**

A strip of land lying in Sections 9 and 10, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of said Section 9; thence S89°07'21"E, along the north line of said Section 9, a distance of 969.21 feet to the northeast corner of 44th Avenue East Phase III (variable width public right-of-way) as recorded in Official Records Book 2540, Page 1559, Public Records of Manatee County, Florida, also being the northwest corner of 44th Avenue East III (variable width public right-of-way) as recorded in Official Records Book 2618, Page 876, said Public Records; thence along the northerly line of said 44th Avenue East for the following five (5) calls: (1) thence S.89°07'39"E., a distance of 195.57 feet to a point of curvature of a curve to the right, having a radius of 2,940.00 feet and a central angle of 39°46'19"; (2) thence southeasterly along the arc of said curve, a distance of 2,040.80 feet to the point of tangency of said curve; (3) thence S.49°21'21"E., a distance of 844.57 feet; (4) thence S.41°52'26"W., a distance of 14.65 feet; (5) thence S.48°07'34"E., a distance of 171.66 feet to the POINT OF BEGINNING, said point being the southeasterly corner of said 44th Avenue East Phase III; thence continue S.48°07'34"E., a distance of 180.80 feet to the point of curvature of a non-tangent curve to the left, having a radius of 2,815.00 feet and a central angle of 07°37'51"; thence southeasterly along the arc of said curve, a distance of 374.91 feet, said curve having a chord bearing and distance of S.55°43'18"E., 374.63 feet, to the end of said curve; thence S.61°50'02"E., non-tangent to the last stated curve, a distance of 74.46 feet; thence S.63°22'03"E., a distance of 72.87 feet; thence S.64°50'39"E., a distance of 73.59 feet; thence S.66°20'23"E., a distance of 74.02 feet; thence S.67°43'01"E., a distance of 97.47 feet to the point of curvature of a non-tangent curve to the left, having a radius of 2,805.00 feet and a central angle of 22°27'49"; thence easterly along the arc of said curve, a distance of 1,099.74 feet, said curve having a chord bearing and distance of S.78°46'06"E., 1,092.71 feet, to the point of tangency of said curve; thence N.90°00'00"E., a distance of 918.57 feet to the point of curvature of a curve to the left having a radius of 50.00 feet and a central angle of 90°07'02"; thence northeasterly along the arc of said curve, a distance of 78.64 feet to the point of tangency of said curve; thence N.00°07'02"W., a distance of 1,064.74 feet; thence N.89°52'58"E., a distance of 26.54 feet to a point on the west right-of-way line of Lorraine Road (variable width maintained public right-of-way) as recorded in Road Plat Book 5, Page 190 in the Public Records of Manatee County, Florida; thence along said west maintained right-of-way line for the following two (2) calls: (1) thence S.00°12'46"E., a distance of 1,081.84 feet; (2) thence S.00°01'18"E., a distance of 215.04 feet to the point of cusp of a non-tangent curve to the left, having a radius of 50.00 feet and a central angle of 89°58'42"; thence northwesterly along the arc of said curve, a distance of 78.52 feet, said curve having a chord bearing and distance of N.45°00'39"W., 70.70 feet, to the point of tangency of said curve; thence S.90°00'00"W., a distance of 255.31 feet; thence N.78°04'55"W., a distance of 58.11 feet; thence S.90°00'00"W., a distance of 634.87 feet to the point of curvature of a curve to the right having a radius of 2,925.00 feet and a central angle of 22°29'24"; thence westerly along the arc of said curve, a distance of 1,148.14 feet to the end of said curve; thence N.65°23'05"W., non-tangent to the last stated curve, a distance of 100.21 feet; thence N.63°18'14"W., a distance of 77.03 feet; thence N.61°47'17"W., a distance of 76.46 feet; thence N.60°16'45"W., a distance of 75.61 feet; thence N.58°48'35"W., a distance of 77.16 feet to the point of curvature of a non-tangent curve to the right, having a radius of 2,915.00 feet and a central angle of 02°02'43"; thence northwesterly along the arc of said curve, a distance of 104.06 feet, said curve having a chord bearing and distance of N.58°30'52"W., 104.05 feet, to the end of said curve; thence S.32°30'30"W., radial to the last stated curve, a distance of 25.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 2,940.00 feet and a central angle of 08°08'09"; thence northwesterly along the arc of said curve, a distance of 417.48 feet, said curve having a chord bearing and distance of N.53°25'26"W., 417.13 feet, to the point of tangency of said curve; thence N.49°21'21"W., a distance of 55.50 feet to the southwesterly corner of the above mentioned 44th Avenue East; thence N.40°38'39"E., along the southerly line of said 44th Avenue East, a distance of 131.67 feet to the POINT OF BEGINNING.

Said tract contains 403,301 square feet or 9.2585 acres, more or less.

FOR: SMR NORTH 70 LLC

**This is NOT a Survey and Not valid without all sheets.**

Aug 07, 2019 - 08:35:10 BCUNNINGHAM\V:\2156\active\215612113\survey\drawing\215612113v-spsk03-44th Phase V.dwg

SKETCH & DESCRIPTION OF  
44TH AVENUE EAST PHASE IV  
SECTIONS 9 & 10, TOWNSHIP 35 SOUTH,  
RANGE 19 EAST, MANATEE COUNTY, FLORIDA



**Stantec**

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Phone 941-907-8900 • Fax 941-907-6910  
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Licensed Business Number 7866

TASK CODE: 420	DRAWN BY: JWB	CHKED BY: RRC	CAD FILE: 215612113v-spsk03	PROJECT NO: 215613728	SHEET 3 OF 3	DRAWING INDEX NO: A215612113v-spsk03	REV:
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**REVISED CONSTRUCTION PLANS FOR**

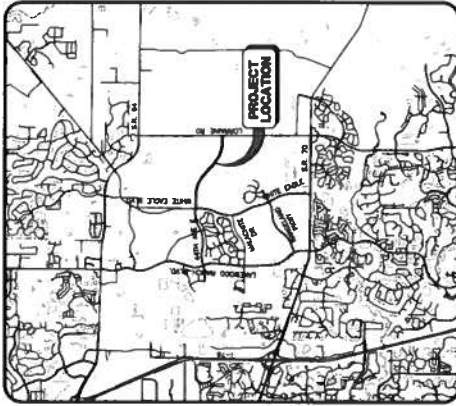
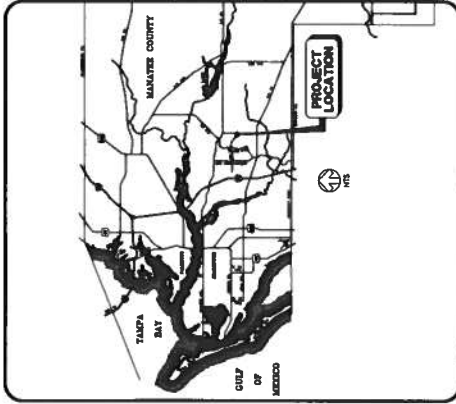
**44TH AVENUE EAST - PHASE IV**

**A PART OF SECTION 9, 10, TOWNSHIP 35 SOUTH, RANGE 19 EAST  
MANATEE COUNTY, FLORIDA**

**A DEVELOPMENT BY**

**LAKEWOOD RANCH STEWARDSHIP DISTRICT**

**1440 COVENANT WAY  
BRADENTON, FLORIDA 34202  
(941) 755-6574**



**LOCATION MAP**

**SITE MAP**

**APPROVED**  
DATE: 12/11/15



**6900 Professional Parkway East, Sarasota, FL 34240-8414  
Phone 941-907-6900 • Fax 941-907-6910  
Certificate of Authorization #27013 • www.stantec.com**

**MANATEE COUNTY  
PUBLIC WORKS  
CONSTRUCTION PLAN REVIEW**  
PROJECT NO. 15-0000000-000-000-000  
DATE: 12/11/15

**NOTES**

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
2. THE TOTAL PROJECT AREA IS 30.21 ACRES.
3. THE SITE IS PRESENTLY UNDEVELOPED.
4. THE SITE IS WITHIN THE 100 YEAR FLOOD ZONE.
5. THERE ARE NO EXISTING RIGHT-OF-WAY, STREETS, AND/OR HIGHWAYS ON THIS SITE. THERE ARE NO EXISTING UTILITIES ON THE SITE.
6. THE PROJECT IS LOCATED WITHIN THE LAKWOOD RANCH STEWARDSHIP DISTRICT. ALL UTILITIES AND STRUCTURES SHALL BE CONSTRUCTED TO MANATEE COUNTY STANDARDS.
7. ALL CONSTRUCTION SHALL BE COMPLETED BY JANUARY 2016 AND SHALL BE SUBJECT TO ALL APPLICABLE PERMITS AND REGULATIONS.
8. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANATEE COUNTY STANDARDS.
9. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANATEE COUNTY STANDARDS.
10. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANATEE COUNTY STANDARDS.
11. THE PROJECT IS COMPLETED FROM FIELD INFORMATION OBTAINED BY STANTEC AND IS BASED ON 1988 DATUM. THE CONVERSION FACTOR TO NAVD 1983 IS + 0.81.
12. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANATEE COUNTY STANDARDS.
13. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANATEE COUNTY STANDARDS.
14. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANATEE COUNTY STANDARDS.
15. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANATEE COUNTY STANDARDS.
16. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANATEE COUNTY STANDARDS.
17. THE PROJECT HAS BEEN OBTAINED TO PREPARE SUBMITTALS. ALL APPLICABLE PERMITS ON THE PROJECT SHALL BE OBTAINED BY THE DEVELOPER.
18. THE PROJECT HAS BEEN OBTAINED TO PREPARE SUBMITTALS. ALL APPLICABLE PERMITS ON THE PROJECT SHALL BE OBTAINED BY THE DEVELOPER.
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**LEGEND**

- ABBREVIATIONS**
- BOC: BACK OF CURB
  - EDGE OF PAVEMENT
  - LAKE MAINTENANCE CASSEMENT
  - COUNTY UTILITY ELEVATION
  - UTILITY ELEVATION
  - NATIONAL GEODETIC VERTICAL DATUM
  - POINT OF VERTICAL INTERSECTION
  - RIGHT OF WAY
  - SOIL STATION
  - UTILITY PALE
  - FLORIDA DEPARTMENT OF TRANSPORTATION
  - UNITED TELEPHONE OF A DIVISION
  - FLOW LINE
  - COMBUSTIBLE METAL PIPE
  - POLYETHYLENE GLYCOL PIPE
  - HIGH DENSITY POLYETHYLENE PIPE
  - ELLIPTICAL REINFORCED CONCRETE PIPE
  - STORM SEWER STRUCTURE
  - FEET (L) FT OF FEET (R) FT
- SYMBOLS**
- AIR RELEASE VALVE: COMPLETE
  - 3/4" LINE PLUG VALVE W/ BOX
  - BLow-OFF W/ MATERIAL SAMPLE POINT
  - BLow-OFF
  - PIPE PLUG
  - IRRIGATION METER
  - BACKFLOW PREVENTER (AWAKE CROSS-REDUCER)
  - SANITARY SEWER LATERAL & CLEAN-OUT
  - SANITARY SEWER MANHOLE
  - STORM SEWER STRUCTURE
  - CONTROL
  - MITERED ENJOINED END SECTION
  - PROPOSED ELEVATION
  - EXISTING ELEVATION
  - DIRECTION OF DRAINAGE FLOW
  - HANDICAPPED PARKING SPACE
- NOTE: OPEN SYMBOLS AND DASHED LINES DENOTE EXISTING UTILITIES.

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	AERIAL SITE PLAN
3	MASTER SITE PLAN AND SHEET INDEX
4-8	SITE PLAN
9-9	PAVING, GRADING AND DRAINAGE PLAN
10	MASTER UTILITY PLAN AND PROFILE INDEX
11-18	PLAN AND PROFILE
17-18	LORRAINE ROAD PAVING AND DRAINAGE PLAN
19	LORRAINE ROAD PAVING AND DRAINAGE PLAN
20-21	LORRAINE ROADWAY SECTION
22	TYPICAL ROADWAY SECTION AND PAVING DETAILS
23-24	PAVING, GRADING, & DRAINAGE DETAILS
25	UTILITY CONSTRUCTION DETAILS
26	WATER DISTRIBUTION AND IRRIGATION SYSTEM DETAILS
27	WATER DISTRIBUTION AND IRRIGATION SYSTEM DETAILS
28	BEST MANAGEMENT PRACTICES PLAN
29	BEST MANAGEMENT PRACTICES DETAILS
	SUPPLEMENTAL DRAWINGS
	LANDSCAPE PLANS
LP-100	LANDSCAPE SHEET KEY
LD-101	LANDSCAPE TREE REMOVAL & REPLACEMENT PLAN
LD-102	LANDSCAPE TREE REMOVAL & REPLACEMENT PLAN
LD-103	LANDSCAPE TREE REMOVAL & REPLACEMENT PLAN
LD-104	LANDSCAPE TREE REMOVAL & REPLACEMENT PLAN
LP-101	LANDSCAPE PLANTING PLAN
LP-102	LANDSCAPE PLANTING PLAN
LP-103	LANDSCAPE PLANTING PLAN
LP-104	LANDSCAPE PLANTING PLAN
LP-601	LANDSCAPE NOTES AND DETAILS

NO.	DATE	DESCRIPTION	BY
1	04/26/11	ISSUED FOR PERMITS 12-2 & 12-3 PER SHOP DRAWING REVIEW	DAVID LITZEL
2	04/29/11	ISSUED SHEET 13 AND 18	DAVID LITZEL
3	07/16/11	ISSUED 24" PVC 15' 10" SHEETS 11-18	DAVID LITZEL
4	08/20/11	ISSUED REVISIONS SHEET 100 AND 101-3 DETAIL SHEET 25 AND 28	DAVID LITZEL
5	08/20/11	ISSUED SHEET 24	DAVID LITZEL
6	08/20/11	ISSUED SHEETS 7, 23, 28	DAVID LITZEL
7	08/20/11	ISSUED SHEETS 1, 2, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29	DAVID LITZEL
8	08/20/11	ISSUED SHEETS 3, 4, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29	DAVID LITZEL
9	08/20/11	ISSUED SHEETS 1-4, 10-11, 12-20 & 25	DAVID LITZEL

**STATUS : REVISIONS**

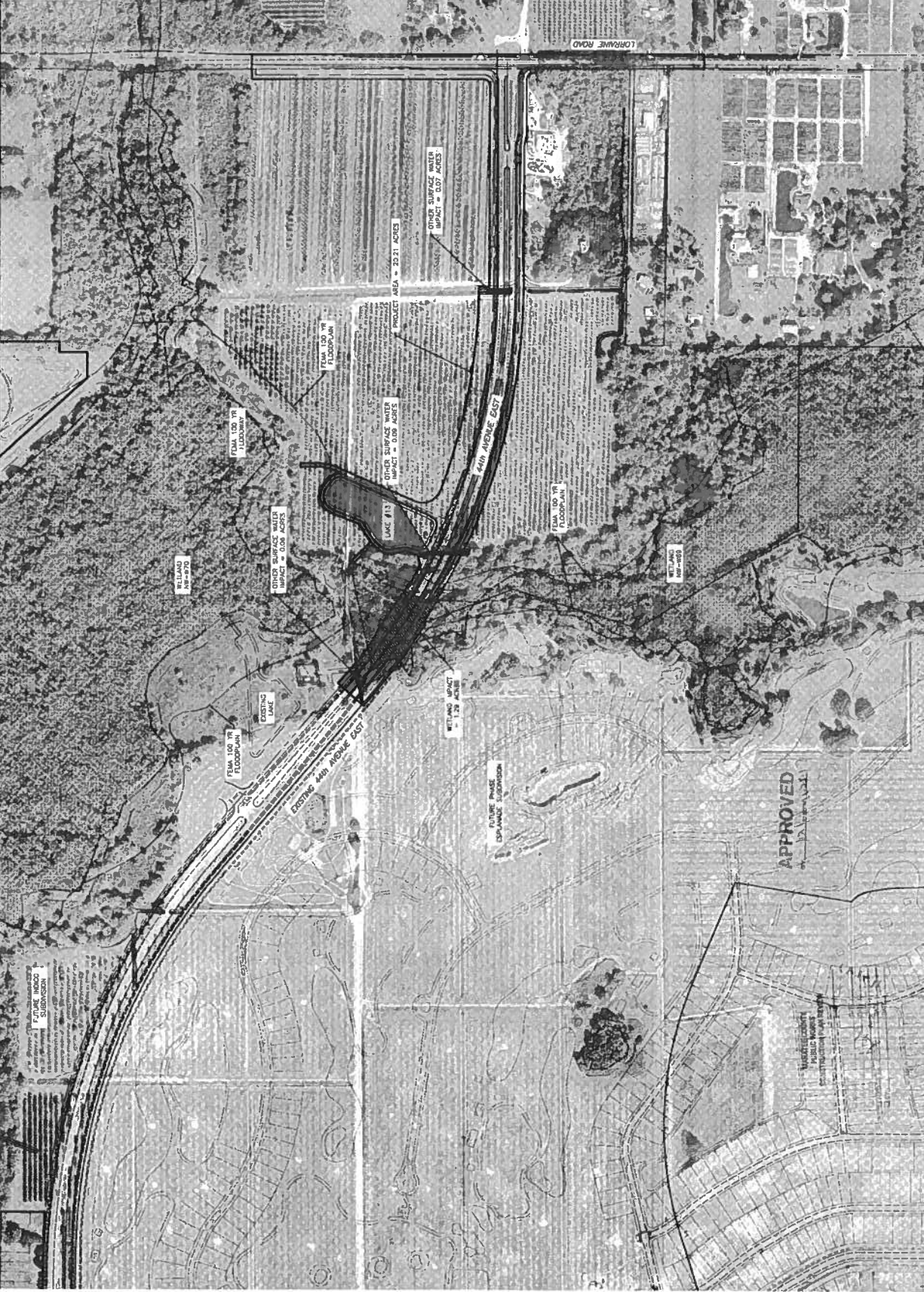
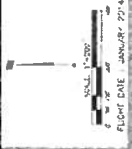
PROJECT SURVEYOR: ROBERT R. CARROLL, P.E.  
PROJECT MANAGER: KEITH E. LITZEL, P.E.  
PROJECT ENGINEER: TYLER WILKINSON

DATE: 12/11/15

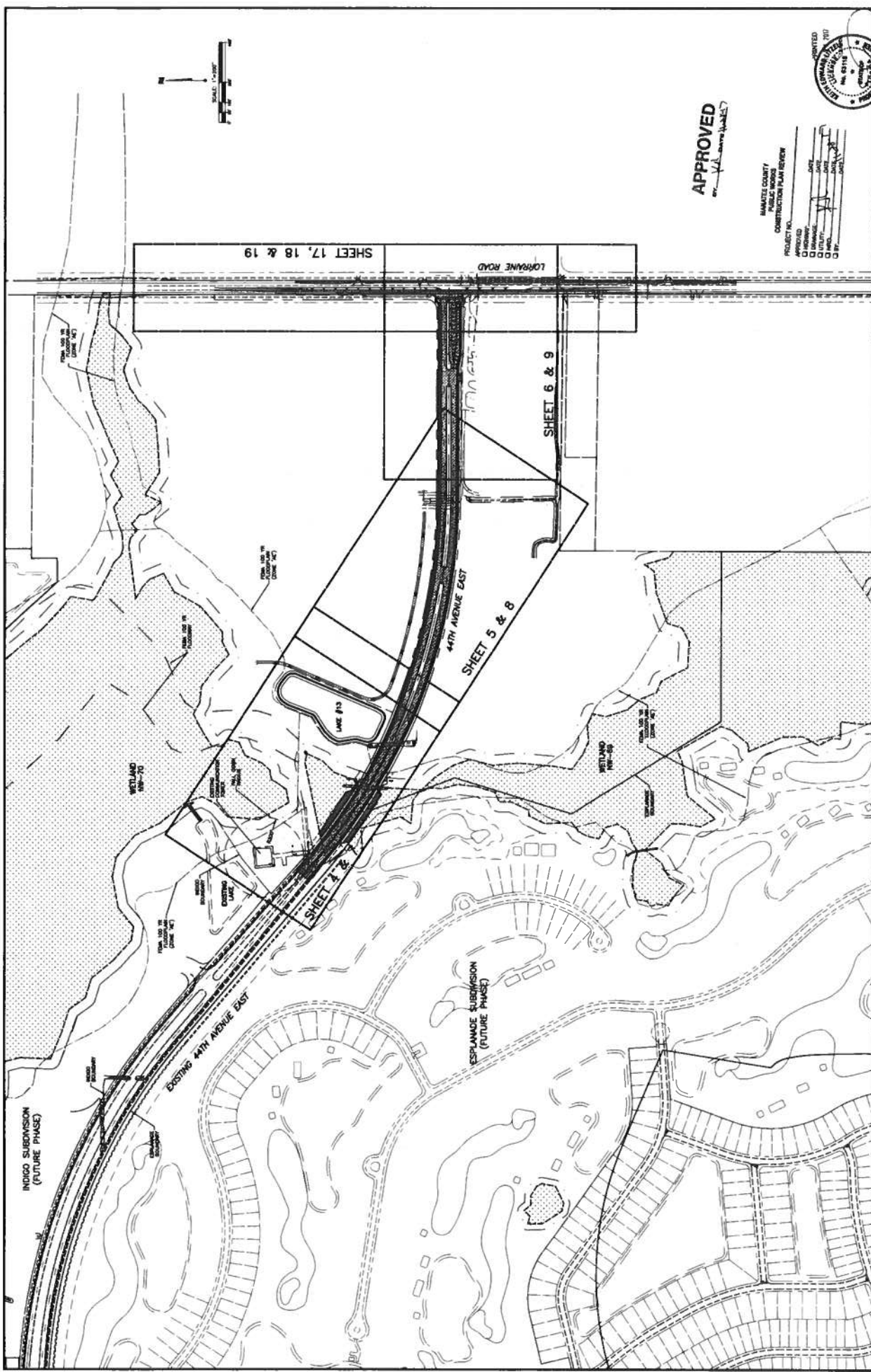
PRINTED: 12/11/15

PROJECT NUMBER: 21561213

INDEX NUMBER: 21561213-02C-001CY



<b>Stantec</b> <small>1000 Pennsylvania Building, Fort Collins, CO 80501          970.226.0600          www.stantec.com</small>		<b>LAKELAND SUBDIVISION</b> <small>1000 Pennsylvania Building, Fort Collins, CO 80501          970.226.0600          www.stantec.com</small>	
PROJECT NO: 15-001 DATE: 1/27/15 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]	TITLE: <b>AERIAL SITE PLAN</b> PROJECT: <b>LAKELAND SUBDIVISION DISTRICT 44TH AVENUE EAST - PHASE IV</b> SHEET NO: <b>2</b> OF <b>29</b>	SCALE: 1" = 100' DATE: JANUARY 27, 2015 PROJECT AREA = 29.21 ACRES	OTHER SURFACE WATER IMPACT = 0.00 ACRES OTHER SURFACE WATER IMPACT = 0.00 ACRES OTHER SURFACE WATER IMPACT = 0.00 ACRES OTHER SURFACE WATER IMPACT = 0.00 ACRES OTHER SURFACE WATER IMPACT = 0.00 ACRES



**APPROVED**  
 BY: [Signature]  
 DATE: [Date]

MARKET COUNTY  
 PUBLIC UTILITIES  
 CONSTRUCTION PLAN REVIEW

PROJECT NO. [Number]  
 DATE [Date]  
 BY [Name]



CLIENT	LAKEWOOD RANCH STEWARDSHIP DISTRICT
PROJECT	44TH AVENUE EAST - PHASE IV
TITLE	MASTER SITE PLAN AND SHEET INDEX
DATE	3/15/2013
SCALE	AS SHOWN
SHEET NO.	3 OF 28



REVISION NO.	DATE	DESCRIPTION
1	11/15/12	ISSUED FOR PERMIT
2	1/22/13	ISSUED FOR PERMIT