

The Staff Report for LDA-01-03 is in draft format. A revised version of the agreement was received on April 9, 2002. Staff has not had an opportunity to address the revisions.

PC20020411DOC010

LDA-01-03 - Harrison Ranch

Request: Approval of a Local Development Agreement to secure development rights and mitigate transportation and infrastructure (water and sewer) impacts for a mixed use development consisting of:

1. 1,250 single-family detached units;
2. 300 single-family attached units;
3. 38,000 square feet of public use facilities and residential support uses.

The project is located on the north side of U.S. 301, approximately 1/3 mile west of Chin Road, and extending northward to Erie Road. (±940.15 acres).

App Received: 11/14/01

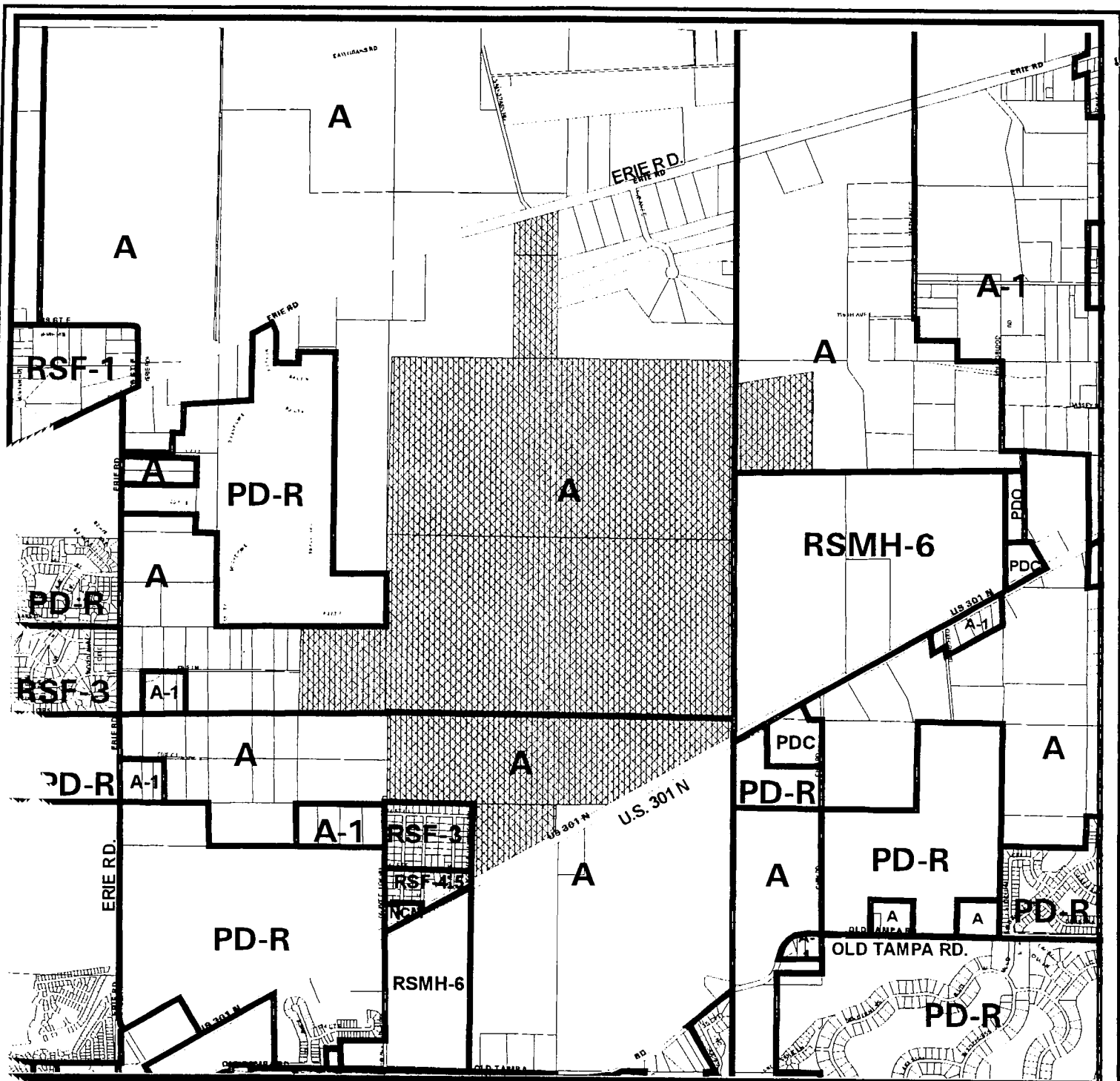
D.R.C.: 11/30/01

P.C.: 04/11/02

B.O.C.C.: 04/23/02

RECOMMENDED MOTION:


Based upon the staff report, evidence presented, comments made at the Public Hearing, and finding the request to be CONSISTENT with the Manatee County Land Development Code, I move to recommend APPROVAL of Local Development Agreement No. LDA-01-03 for a duration of 5 years.




Project Number: LDA-01-03
Proposed Use: 1,550 SINGLE FAMILY UNITS
Proposed Zoning: PDMU
Existing Zoning: A
Existing FLUC: P/SP-1, RES-3, UF-3
Flood Zone: AE, X, X5
Floodway: YES
Acreage: 940.15
Drainage Basin: FROG CREEK, MIDDLE MANATEE R
Commissioner: Amy Stein
Map Prepared: August 02, 2001
Requested By: NORTH MANATEE INVESTORS, INC./HARRISON RANCH
Section: 1,2,6,25,26,31,35,36 Township: 33,34 Range: 18,19

Tax I.D.: 72720000
 72670000
 72640000
 72630000
 65522005 (PART OF)

Manatee County Zoning Staff Report Map
1 inch = 2070'
Overlays:
 ST, AI, HA, WR, RV: NONE
 Watershed: NONE
 Coastal Hazard: Not Available



 Coastal High Hazard Line

CASE SUMMARY

CASE NO.: LDA-01-03

APPLICANT: Harrison Ranch

REQUEST: Approval of a Local Development Agreement to secure development rights and mitigate transportation impacts and infrastructure (water and sewer) impacts for a mixed use development consisting of:

1. 1,250 single-family detached units;
2. 300 single-family attached units;
3. 38,000 square feet of public use facilities and residential support uses.

The project is located on the north side of U.S. 301, approximately 1/3 mile west of Chin Road, and extending northward to Erie Road. (±940.15 acres).

STAFF
RECOMMENDS: APPROVAL

REQUEST (NL)

The applicant proposes a Local Development Agreement to obtain a 10 year Certificate of Level of Service with the pending Harrison Ranch development [PDMU-01-04(Z)(G)]. As proposed, Harrison Ranch will consist of:

1. 1,250 single-family detached units;
2. 300 single-family attached units;
3. 38,000 square feet of public use facilities and residential support uses.

A Certificate of Level of Service (CLOS) is not permitted to be issued with a General Development Plan unless it is associated with a DRI or a Local Government Land Development Agreement in accordance with Section 1002 of the Land Development Code. Pursuant to Section 510.4.2.2.1 of the Land Development Code, a CLOS may exceed 3 years if it is part of a Local Government Development Agreement (LDA).

With the LDA, the applicant requests a development duration of ten years with their extended CLOS in exchange for the commitments listed below:

Improvement Number	Location	Improvement
Transportation		
1.	U.S. 301 and Fort Hamer Rd	Participate (up to 3%) in providing signalization and eastbound right-turn and northbound left-turn lanes.
2.	Harrison Ranch Blvd and U.S. 301	Provide signalization and eastbound left turn lane on U.S. 301.
3.	Harrison Ranch Blvd and Erie Rd	Extend Harrison Ranch Blvd to Erie Rd w/ northbound left-and right-turn lanes.
4.	Ellenton Gillette and Experimental Roads	Provide southbound center lane for Eastbound left turns.
5.	U.S.41 and 69 th St E	Participate (up to 2%) in providing signalization.
6.	U.S. 301 and Canal Rd	Participate (up to 5%) in providing signalization.
7.	Erie Rd between Woodlawn Cir & 69 th St. E.	Provide northbound left-turn lanes at Woodlawn Cir and 55 th Street East.
8.	U.S. 301 and 100 th Ave E	Provide a eastbound left-turn lane.
Water and Sewer		
1.	U.S. 301 Water improvements	Construct waterline to serve project from existing 12" main at the Gardens to Harrison Ranch Blvd.
2.	Erie Rd Water improvements	Construct waterline to serve project from existing 16" main near Erie Rd/69th St intersection to Harrison Ranch Blvd.
3.	Sanitary Sewer Improvement	Provide it's own wastewater collection system, lift stations, and force mains to connect to County's North Regional sewerage system.

Transportation Items 1, 3, and 4 are partially or fully eligible to receive impact fee credits.

The improvements listed above, with the exception of Transportation Improvement #3, are required for the applicant to obtain a Certificate of Level of Service.

Although Transportation Improvement #3, the extension of Harrison Ranch Boulevard to Erie Road (approximately 4,200 feet), may be desirable to facilitate project's overall circulation, it is not required for the project to comply with two means of access or to obtain a Certificate of Level of Service for transportation. This access does allow for 36 percent of the project's P.M. peak hour trips to be distributed to the north to Erie Road. The extension will also coincide with the area where water and sewer facilities will be extended to the project from Erie Road.

If the pending Comprehensive Plan amendment to designate Harrison Ranch Boulevard as a collector facility is approved, then the extension of Harrison Ranch Boulevard to Erie Road will be a benefit to the County as it will provide a link of Harrison Ranch Boulevard that the County would eventually have to construct. However, it should be noted that if the applicant provides this roadway segment, they will be eligible to receive full transportation impact fee credit for right-of-way and roadway improvements.

Water Improvement items #1, 2, and Sewer Improvement item 3 are required for this project. If required by the County, the Applicant shall enter into a standard participation agreement providing for the upgrading of these water and sewer improvements. All upsizing shall be at the County's expense.

This agreement requests development rights for 10 years which would grant a CLOS of 10 years. Ten years is excessive. Applications for Development of Regional Impact have been typically granted a CLOS for up to 5 years only. DRIs receive reviews by local, regional and state agencies and are much more time consuming and expensive to process. Given that the only improvement that the applicant is providing (albeit with full impact fee credits) that is not required for this development is the northern extension of Harrison Ranch Road, staff recommends that the CLOS be granted for a shorter duration.

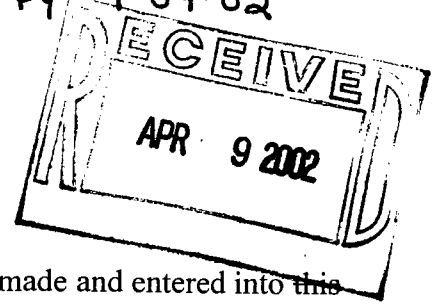
Recommendation

Staff recommends approval of a CLOS with an expiration date of 5 years from the date of approval of Harrison Ranch [PDMU-01-04(Z)(G)]

Attachments:

1. Local Development Agreement

Revised, blacklined
Copy 4-09-02



**DEVELOPMENT AGREEMENT FOR
HARRISON RANCH**

This Development Agreement (hereinafter the "Agreement") is made and entered into this _____ day of _____, 2002, by and between **HARRISON RANCH LLC**, a Florida limited liability company, whose address is c/o Blalock, Landers, Walters & Vogler, P.A., 802 11th Street West, Bradenton, Florida, 34205 (hereinafter the "Applicant") and **COUNTY OF MANATEE**, a Political Subdivision of the State of Florida (hereinafter the "County").

WITNESSETH:

WHEREAS, the Applicant holds title to and is the contract purchaser of certain real property located in Manatee County, Florida, as described on **Exhibit "A"**, attached hereto and incorporated herein (hereinafter the "Property"); and

WHEREAS, the Applicant wishes to develop the above-mentioned Property as a planned, residential community on 940 contiguous acres of land, consisting of a maximum of 1,550 single family dwelling units with a residential unit density of 1.71 dwelling units per acre (hereinafter the "Project"); and

WHEREAS, the Manatee County Comprehensive Plan (hereinafter the "Plan") requires public facilities to be available concurrent with development approved by the County in a manner which maintains the adopted level of service standards; and

WHEREAS, Chapter 10 of the Manatee County Land Development Code (hereinafter the "LDC") authorizes Development Agreements between Manatee County through the Board of County Commissioners and the developer to ensure the requirements of the Plan and LDC are followed.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. That the above recitals are true and correct and are hereby incorporated herein.
2. **Project Description**. The Project is currently zoned General Agriculture ("A") and is designated as Residential -3 Dwelling Units/ Gross Acre ("RES-3"), Urban Fringe - 3 Dwelling Units/Gross Acre ("UF-3"), and Public/Semi-Public (1) ("P/SP(1)") on the Future Land Use Map of the Plan. A rezoning to Planned Development Mixed Use ("PDMU") has been requested by the Applicant. The Plan and proposed PDMU zoning will allow for the

development of the Project.

3. **General Development Plan and Other Approvals.** On October 3, 2001, the Applicant applied to the County for General Development Plan (hereinafter "GDP") approval, including rezoning the Property to PDMU. The GDP and rezone approval has been assigned the following project number by the County and is currently pending with the County: PDMU -01-04 (Z)(G). The maximum number of single-family residential units requested for GDP approval is 1,550 dwelling units. The Project shall be developed in multiple phases over a period not to exceed ~~ten (10)~~ eight (8) years. The Project shall be constructed in a manner consistent with the Plan, the LDC, the approved GDP and all stipulations and conditions imposed thereon. ~~Any commercial development of the Property which the Applicant may later propose shall be shown on a Preliminary and Final Site Plan to be submitted to the County at a later date; and upon approval by the County of any commercial development of the Property as shown on the Preliminary and Final Site Plans, such commercial development shall be deemed included within the scope of this Agreement.~~

The Applicant shall obtain the following required permits and approvals from or required by the County:

- A. General Development Plan approval, including the rezone of the Property to PDMU
- B. Certificate of Level of Service Compliance
- C. Preliminary Site Plan approval
- D. Final Site Plan approval
- E. Construction Drawing approval
- F. Access and Driveway permits
- G. Building permits
- H. Certificates of Occupancy
- I. Rights-of- Way Use permits
- J. FDOT permits

4. **Transportation.** In order to mitigate the impacts of the Project on the transportation system in the County, the Applicant shall construct or contribute to the construction of the following transportation improvements, at the stated level of development of the Project and upon the terms and conditions for development as set forth below:

- A. Signalization of Fort Hamer Road at US 301:
 - 1. Applicant shall participate up to a maximum of three percent (3%) of signalization physical construction, excluding design and right-way costs.
 - 2. Applicant shall participate up to a maximum of three percent (3%)

for construction of an eastbound right turn lane and up to a maximum of three percent (3%) for construction of a northbound left turn lane; provided however, the Applicant's total contribution shall be based upon the necessity thereof, not to exceed the preceding three percent (3%) limitation

3. Construction of the above-mentioned turn lanes shall be fully transportation impact fee creditable.
 4. Applicant's obligation to contribute to the above improvements shall be conditioned upon :
 - a. Intersection meets signal warrants and receives approval from FDOT and County; and
 - b. All necessary right of way acquisitions and design to be by the County or State or other third party; and
 - c. Applicant's obligation for contribution and participation in the above improvements shall not commence until : (i) such time as the Project's new trips on US 301 between the Project entrance and Fort Hamer Road exceed five percent (5%) of the roadway's then-current level of service capacity, and (ii) construction is initiated by the County or by another developer.
- B. Signalization at Project Entrance on US 301: Applicant shall construct or cause to be constructed a traffic signal and an eastbound left turn lane at the Project entrance on US 301. Construction shall be initiated at such time as the intersection meets signal warrants and receives construction plan approval from FDOT and County. In the event, during the term of this Agreement, a project is developed south of the aforementioned intersection, thereby using and benefitting by the aforementioned intersection improvement, the Applicant shall have the right to negotiate with the developer of said project for contribution or equitable reimbursement for the aforementioned improvement.
- C. Project entrance on Erie Road: Applicant shall construct or cause to be constructed a connection to Erie Road, contiguous to the Project's northern property line. Construction shall be initiated upon the issuance of a Final Site Plan for the 1,000th residential unit in the Project, and completed or bonded prior to the final plat for the 1,000th residential unit in the Project.

Intersection shall be stop controlled with exclusive northbound left and northbound right turn lanes. If County desires the intersection to be upgraded, the cost and expense of any upgrades required by the County to said entryway shall be borne by the County, including any necessary additional property required in such entryway. Additionally, Applicant shall be eligible for and shall receive transportation impact fee credits for all amounts paid by Applicant as allowed by the LDC for this improvement.

- D. Intersection improvements at the existing intersection of Ellenton Gillette Road and Experimental Farm Road: Applicant shall construct or cause to be constructed a center storage lane on Ellenton Gillette Road, within existing rights of way, to facilitate eastbound left turning movements. Construction will be limited to available right of way. The timing of construction of the aforementioned improvement shall be as set forth in an approved traffic study. The Applicant shall be eligible for and shall receive transportation impact fee credits for all amounts paid by the Applicant as allowed by the LDC toward such a storage lane. ~~The Applicant's total contribution shall be limited to the amount of the Project's available transportation impact fees.~~
- E. Signalization at US 41 and 69th Street East: Applicant shall participate up to a maximum of two percent (2%) of the construction costs for the installation of traffic signalization at the existing intersection of US 41 at 69th Street East. Applicant's obligation to contribute to the preceding improvement shall be conditioned upon the following:
1. Intersection meets signal warrants and receives approval from FDOT and Manatee County; and
 2. All necessary right of way acquisitions and design by others; and
 3. Applicant will be obligated to participate in construction costs, as set forth above, upon the earlier of such time as (i) Applicant connects its Project to Erie Rd, per Paragraph 4C, above, or (ii) construction is initiated by the County or by another developer.
- F. Signalization at US 301 and Canal Road: Applicant shall participate up to a maximum of five percent (5%) of the construction costs for the installation of traffic signalization at the existing intersection of US 301 at Canal Road. Applicant's obligation to contribute to the preceding improvement shall be conditioned upon the following:

1. Intersection meets signal warrants and receives approval from FDOT and Manatee County; and
2. All necessary right of way acquisitions and design by others; and
3. Applicant will be obligated to participate in construction costs, as set forth above, upon the earlier of such time as approval of a final plat for the 1,200th residential unit, or (ii) construction is initiated by the County or by another developer.

G. Northbound left turn lanes on Erie Road between Woodlawn Circle and 69th Street East: Applicant shall construct or cause to be constructed two (2) northbound left turn lanes on Erie Road, one each at Woodlawn Circle and 55th Street East (f/k/a Thousand Oaks Boulevard), to facilitate through traffic movement. Construction will be limited to available right of way, and a maximum storage length of fifty (50) feet each. The timing of construction by Applicant of the aforementioned improvement shall be as set forth in an approved traffic study. shall not be initiated until such time as the issuance of a Final Site Plan for the 1,300th residential unit in the Project, and completed or bonded prior to the final plat for the 1,300th residential unit in the Project, provided the then-current traffic volumes support such improvements. The Applicant shall be eligible for and shall receive transportation impact fee credits for all amounts paid by Applicant as allowed by the LDC toward the above-mentioned turn lanes. The Applicant's total contribution shall be limited to the amount of the Project's available transportation impact fees.

5. **Water and Sewer.** In order to mitigate the impacts of the Project on the water and sewer systems in the County, the Applicant shall construct the following water and sewer improvements, at the stated level of development of the Project and upon the terms and conditions for development as set forth below:

- A. Water Improvements on US 301: The Applicant shall construct a water line sufficient to serve the Project per customary County standards from the existing twelve inch (12") main at the Gardens to the Project's entrance (Harrison Ranch Boulevard). If required by the County, the Applicant and County agree to enter into a standard participation agreement providing for the upgrading of the above-mentioned water line.
- B. Water Improvements on Erie Road: The Applicant shall construct a water line sufficient to serve the Project per customary County standards from the

existing sixteen inch (16") main near the intersection of Erie Road and 69th Street to the Project entrance on Erie Road. If required by the County, the Applicant and County agree to enter into a standard participation agreement providing for the upgrading of the above-mentioned water line.

- C. **Sanitary Sewer Improvements:** The Applicant agrees to construct its own internal wastewater collection system, life station(s) and force main(s) to connect to the County's North Regional sewerage system in conjunction with the phased development of the Property. The Applicant agrees to complete its wastewater facilities for the Project per customary County standards. If required by the County, the Applicant and County agree to enter into a participation agreement providing for the upsizing to meet the County's future capacity demands. All upsizing to be at the County's expense.

6. **Collector Road.** If the County classifies the entry road as a Collector Road prior to commencement of construction of the Project, then the Applicant shall construct and dedicate a functionally-classified Collector Road with one hundred twenty feet (120') of right-of-way at the entrance and eighty four feet (84') of right-of-way throughout the Project in order to connect U.S. Highway 301 to Erie Road. To the extent such road exceeds the LDC's requirements for the Project, the Applicant shall receive transportation impact fee credits for all amounts paid in excess of same. The Applicant shall additionally provide a multi-use trail along said Collector Road. Said road shall be constructed, as and when necessary, to tie in with the various phasing of the Project. The Collector Road shall be constructed in conjunction with the development of the neighborhoods in the Project and shall be completed prior to the issuance of a certificate of occupancy for the 1,000th residential unit in the Project.

7. **Duration of Certificate of Level of Service Compliance and Development Agreement.** The Applicant shall apply for receive from the County a Certificate of Level of Service Compliance (hereinafter the "CLOS") for development of the Project. The CLOS for the Project and this Agreement shall be effective from the Effective Date of this Agreement, as set forth below in Paragraph 11, and shall continue for a period of time such that the CLOS shall not expire until the earlier of (i) ~~ten (10)~~ eight (8) years from the Effective Date of this Agreement, or (ii) at such time as the Project is completely built-out. The Applicant's obligations to construct the improvements, as set forth above in this Agreement, shall terminate when the CLOS expires or is otherwise terminated by the County. The Applicant understands and acknowledges that per the LDC, a CLOS for water is only available upon Final Site Plan approval by the County for the Project.

8. **Notices.** Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person, or sent by U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, to the addresses set forth below or at such other addresses as or specified by written notice delivered in accordance herewith:

APPLICANT:

Harrison Ranch, LLC
c/o: Blalock, Landers, Walters & Vogler, P.A.
Attn: Clifford Walters
802 11th Street West
Bradenton, Florida 34205

COUNTY:

Chairperson
Manatee County Board of County Commissioners
1112 Manatee Avenue West
Bradenton, Florida 34205

with copies to:

Manatee County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

Manatee County Planning Department
Attn: Director of Planning
1112 Manatee Avenue West
Bradenton, Florida 34205

Notices mailed as herein above provided shall be deemed effectively given on the postmarked date of such notice if mailed, and otherwise, on the date actually received.

9. ~~**Miscellaneous Provisions:**~~

~~_____ A: Consistency. The County finds this Agreement to be consistent with the Comprehensive Plan and the Land Development Code LDC.~~

~~10. B: Means of Relief. The sole means of relief from this Agreement shall be an action for injunctive relief filed in a Circuit Court in and for Manatee County, Florida, and any appropriate appeal thereof. However, any enforcement of other zoning and land use permits and approvals shall be as provided by Chapter 12 of the LDC.~~

~~11. C: Omission from Agreement. The failure of the this Agreement to address a particular permits, condition, term or restriction shall not relieve the Applicant, or any of its affiliates, successors or assigns, of the necessity of complying with the laws governing said permitting requirements, conditions, terms and restrictions.~~

~~12. D: Agreement Runs with the Land and Binding Effect. This Agreement shall run with the land and the burdens and benefits of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and all successors in interest, including all mortgagees to the parties of this Development Agreement, and their respective heirs, executors, administrators, legal representatives, and successors. Further this Agreement shall be recorded in the Public Records in~~

and for Manatee County, Florida, at the expense of the Applicant.

13. E. Entire Agreement. This Development Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein and supercedes any and all prior understandings, if any. There are no other oral or written promises conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless they are in writing, signed by both parties, and executed in the same manner as this Development Agreement. ~~contains the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This provision may not be orally waived. Any subsequent conditions, representations, warranties, agreements or modifications to this Agreement shall not be valid and binding upon the parties unless they are in writing, signed by both parties, and executed in the same manner as this Agreement.~~

14. F. Applicable Laws and Venue. This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with ~~interpreted under~~ the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Manatee County Florida unless prohibited by law.

15. G. Severability. In the event any term or provision of this Development Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof, and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Development Agreement; provided however, if any term or provision of this Development Agreement is held to be invalid due to the scope or extent thereof, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law. ~~If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.~~

~~10~~ 16. Default. In the event of a default hereunder by the Applicant of its obligations, County's remedy shall consist of the right to withhold further development approvals for the Applicant. In the event of a default hereunder by County, Applicant shall be entitled to specific performance.

~~1+7.~~ Effective Date. This Agreement shall not become effective until the latest of the following: (i) the Agreement is fully executed by both parties and all time for appeals of the Agreement have expired; ~~and~~ (ii) the Agreement has been recorded in the Public Records in and for Manatee County, Florida, at the expense of the Applicant; and (iii) thirty (30) days after having been received by the Florida Department of Community Affairs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth above.

Witnesses:

APPLICANT:

HARRISON RANCH LLC, a Florida limited liability company

By: _____

Print Name _____

Its: _____

Print Name _____

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING instrument was sworn to and subscribed before me this _____ day of _____, 2002, by _____ as _____ of HARRISON RANCH LLC, a Florida limited liability company,
 who is personally known to me
 who produced _____ as identification and who acknowledged before me that the same was executed freely and voluntarily for the purposes therein expressed under authority duly vested in him by said corporation.
My commission expires:

Signature
NOTARY PUBLIC-STATE OF FLORIDA
Commission No. _____

COUNTY OF MANATEE, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____

Amy Stein, Chairman
Board of County Commissioners of
Manatee County, Florida

Attest: R.B. Shore,
Clerk of the Circuit Court:



201 5th Avenue Drive East, Bradenton, Florida 34208
 Post Office Box 9448, Bradenton, Florida 34206

(941) 748-808
 Fax (941) 748-331
 Survey Fax (941) 748-374
 E-mail: zns@znseng.com
 Web Page: www.znseng.com

JULY 9, 2001

HARRISON RANCH

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 25, 31, 35 AND 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST AND SECTIONS 1 AND 6, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE S 00°28'32" W ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 364.39 FEET; THENCE N 80°08'27" E, A DISTANCE OF 1209.14 FEET; THENCE S 00°28'20" W, A DISTANCE OF 1560.57 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 1095, PAGE 2853; THENCE S 89°15'50" W ALONG SAID SOUTH LINE, A DISTANCE OF 1129.87 FEET; THENCE S 00°28'32" W, A DISTANCE OF 1025.31 FEET; THENCE S 00°20'38" E, A DISTANCE OF 2759.15 FEET; THENCE S 00°07'50" W, A DISTANCE OF 213.46 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 43 (U.S. 301 SECTION 1302-104-202); THENCE S 60°13'38" W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2278.37 FEET; THENCE N 89°27'14" W, A DISTANCE OF 715.14 FEET; THENCE S 00°25'54" W, A DISTANCE OF 417.01 FEET TO AN INTERSECTION WITH SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE S 60°15'41" W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1506.75 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF HARRISON ROAD (100TH AVENUE EAST) AS SHOWN ON THE PLAT OF BECK ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 142 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 01°27'51" E, A DISTANCE OF 1160.11 FEET TO THE NORTHEAST CORNER OF SAID BECK ESTATES; THENCE N 88°57'29" W ALONG THE NORTH LINE OF SAID BECK ESTATES, A DISTANCE OF 1371.37 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 1; THENCE N 00°04'46" W ALONG SAID WEST LINE, A DISTANCE OF 1362.57 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE S 89°11'56" W ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 1298.06 FEET; THENCE N 00°43'05" E, A DISTANCE OF 1335.01 FEET TO AN INTERSECTION WITH THEN NORTH LINE OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE N 89°43'51" E ALONG SAID NORTH LINE, A DISTANCE OF 1281.16 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 36; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO COURSES: (1) N 00°01'44" E, A DISTANCE OF 1413.87 FEET; (2) N 00°01'09" E, A DISTANCE OF 2792.70 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36; THENCE S 89°21'35" E ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 2133.85 FEET; THENCE N 00°06'09" W, A DISTANCE OF 2148.71 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY MAINTAINED RIGHT OF WAY LINE OF ERIE ROAD; THENCE N 75°14'24" E ALONG SAID SOUTHEASTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 433.10 FEET; THENCE S 00°06'09" E, A DISTANCE OF 2263.73 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF SECTION 36; THENCE S 89°21'35" E ALONG SAID NORTH LINE, A DISTANCE OF 2741.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 940.15 ACRES, MORE OR LESS.

K:\LEGALS 2001\HARRISON RANCH

BRADENTON HERALD

www.bradenton.com
P.O. Box 921
Bradenton, FL 34206-0921
102 Manatee Avenue West
Bradenton, FL 34205-8894
941/748-0411 ext. 7065

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STATE OF FLORIDA
COUNTY OF MANATEE;

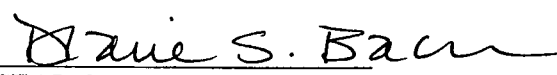
Before the undersigned authority personally appeared Sandy Riley, who on oath says that she is a Legal Advertising Representative of the Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter **NOTICE OF ZONING CHANGES IN UNINCORPORATED MANATEE COUNTY** in the Court, was published in said newspaper in the issues of 3/29, '02

Affiant further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


(Signature of Affiant)

Sworn to and subscribed before me this
2nd Day of April, 2002

DIANE S. BACRO
Notary Public - State of Florida
My Commission Expires Aug 15, 2003
Commission # CCN 00000000


SEAL & Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

NOTICE OF ZONING CHANGES IN UNINCORPORATED MANATEE COUNTY

NOTICE IS HEREBY GIVEN, that the Planning Commission of Manatee County will conduct a Public Hearing on **Thursday, April 11, 2002, at 9:00 A.M.** at the Manatee County Government Administrative Center, 1st Floor Chambers, to consider, act upon, and forward a recommendation to the Board of County Commissioners on the following matters:

PDPI/PDI-01-03(Z) - CRESCENT MOON ENTERPRISES

Approval of a Zoning Ordinance of the County of Manatee, Florida, amending the Official Zoning Atlas of Manatee County (Ordinance 90-01, the Manatee County Land Development Code), relating to zoning within the unincorporated area of Manatee County; providing for the rezoning of certain land from A-1 (Suburban Agriculture, 1 dwelling unit per acre) to PDPI (Planned Development Public Interest) and PDI (Planned Development Industrial); and providing an effective date. Located at the southeast corner of Buckeye Road and Bud Rhoden Road (± 239 acres).

Z-01-23 - PETER AND KIM VOLE

Approval of a Zoning Ordinance of the County of Manatee, Florida, amending the Official Zoning Atlas of Manatee County (Ordinance 90-01, the Manatee County Land Development Code) relating to zoning within the unincorporated area of Manatee County; providing for the rezoning of certain land from RSF-1 (Residential Single Family, one dwelling unit per acre) to GC (General Commercial); and providing an effective date. Located at 8155 US 301 North (± 91 acres).

IF APPROVED, General Commercial zoning allows a variety of commercial uses such as retail sales, restaurants, vehicle sales and repair, service stations, mini-warehouses, etc.

Z-01-17 - YNR DEVELOPMENT CORPORATION

Approval of a Zoning Ordinance of the County of Manatee, Florida, amending the Official Zoning Atlas of Manatee County (Ordinance 90-01, the Manatee County Land Development Code), relating to zoning within the unincorporated area of Manatee County; providing for the rezoning of certain land from A-1 (Suburban Agriculture, 1 dwelling unit per acre) to RSF-2 (Residential Single-Family, 2 dwelling units

per acre); and providing an effective date. Located on the south side of 17th Avenue N.W., approximately 90' east of 89th Street Northwest at 8725 and 8733 17th Avenue N.W. (± 9.87 acres).

IF APPROVED, the applicant may develop with single-family lots at 2 units per acre. Other residential support uses may be permitted. The current zoning allows for suburban agricultural uses.

Z-01-21 - VOGEL REZONE

Approval of a Zoning Ordinance of the County of Manatee, Florida, amending the Official Zoning Atlas of Manatee County (Ordinance 90-01, the Manatee County Land Development Code), relating to zoning within the unincorporated area of Manatee County; providing for the rezoning of certain land from A-1 (Suburban Agriculture, one dwelling unit per acre) to RSF-3 (Residential Single-Family, three dwelling units per acre); and providing an effective date. Located at 4619 37th Street East, Bradenton (± 1.54 acres).

IF APPROVED, the applicant may develop with single-family lots at 3 units per acre. Other residential support uses may be permitted. The current zoning allows for suburban agricultural uses.

PDC-01-07(Z)(P) - HARRY AND BETTY BAKKER

Approval of (1) a Zoning Ordinance of the County of Manatee, Florida, amending the Official Zoning Atlas of Manatee County (Ordinance 90-01, the Manatee County Land Development Code) relating to zoning within the unincorporated area of Manatee County; providing for the rezoning of certain land from A-1 (Suburban Agriculture, 1 dwelling unit per acre), RSF-6 (Residential Single-Family, 6 dwelling units per acre), and GC (General Commercial) to PDC (Planned Development Commercial); and (2) Approval of a Preliminary Site Plan to allow an 89,585 square foot mini-warehouse and 2,400 square feet of accessory office; and providing an effective date. Located on the northwest corner of S.R. 64 and Kay Road (± 6.1 acres).

Z-01-13 PHIL STEWART

Approval of a Zoning Ordinance of the County of Manatee, Florida, amending the Official Zoning Atlas of Manatee County (Ordinance 90-01, the Manatee County Land Development Code), relating to zoning within the unincorporated area of Manatee County; providing for the rezoning of certain

Agricultural, 5 dwelling units per acre) to RSF-1 (Residential Single-Family, 1 dwelling unit per acre) and providing an effective date. Located on the north side of Upper Manatee River Road at 1064 169th Street N.E. (± 10.1 acres).

IF APPROVED, the applicant may develop with single-family lots at 1 unit per acre. Other residential support uses may be permitted. The current zoning allows for general agricultural uses.

**PDMU-01-04(Z)(G)
HARRISON RANCH
LLC, ET AL.**

Approval of: (1) a Zoning Ordinance of the County of Manatee, Florida amending the Official Zoning Atlas of Manatee County (Ordinance 90-01, the Manatee County Land Development Code) relating to zoning within the unincorporated area of Manatee County; providing for the rezoning of certain land from A (Agriculture, 1 dwelling unit per 5 acres) to PDMU (Planned Development Mixed Use); and (2) Approval of a General Development Plan to allow:

- A. 1,250 single-family detached units;
- B. 300 single-family attached units;
- C. 38,000 square feet of public use facilities and residential support uses; and providing an effective date.

The project is located on the north side of U.S. 301, approximately 1/3 mile west of Chin Road, and extending northward to Erie Road (±940.15 acres).

LDA-01-03 - HARRISON RANCH

Approval of a Local Development Agreement to secure development rights and mitigate transportation and infrastructure (water and sewer) impacts for a mixed use development consisting of:

- 1. 1,250 single-family detached units;
- 2. 300 single-family attached units;
- 3. 38,000 square feet of public use facilities and residential support uses.

The project is located on the north side of U.S. 301, approximately 1/3 mile west of Chin Road, and extending northward to Erie Road. Present Zoning: A (General Agricultural, 1 dwelling unit per acre) (±940.15 acres).

Rules of Procedure for this public hearing are in effect pursuant to Resolution 94-104(PC). Copies of this Resolution are available for review or purchase at cost, from the Planning Department.

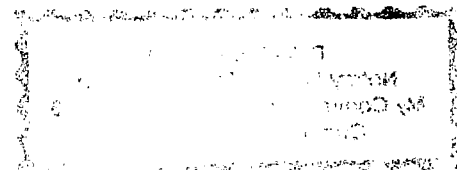
All interested parties are invited to appear at this Hearing and be heard, subject to proper rules of conduct. Additionally, any written comments filed with the Director of the Planning Department will be heard and considered by the Planning Commission and entered into the record.

It is important that all parties present their concerns to the Planning Commission in as much detail as possible. The issues identified at the Planning Commission hearing will be the primary basis for the final decision by the Board of Commissioners. Interested parties may examine the Official Zoning Atlas, the application, and related documents, and may obtain assistance regarding these matters from the Manatee County Planning Department, 1112 Manatee Avenue West, 4th Floor, Bradenton, Florida, telephone number (941) 749-3070; e-mail to: [planning.agenda@co.man-](mailto:planning.agenda@co.manatee.fl.us)

planning.agenda@co.manatee.fl.us
With Disabilities: The Board of Commissioners of Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions including one's access to and participation in public hearings. Anyone requiring reasonable accommodation for this meeting as provided for in the ADA, should contact Rita Dralus at 742-5800; TDD ONLY 742-5802 and wait 60 seconds, or FAX 745-3790.

SAID HEARING MAY BE CONTINUED FROM TIME TO TIME PENDING ADJOURNMENTS.

MANATEE COUNTY PLANNING COMMISSION
Manatee County Planning Department
Manatee County, Florida
3/29/01



SARASOTA HERALD TRIBUNE
PUBLISHED DAILY
SARASOTA, SARASOTA COUNTY, FLORIDA

MANATEE COUNTY GOVERNMENT
ATTN: KIM SPARKS
1112 MANATEE AVENUE W., 4TH FLOOR
BRADENTON, FL 34206

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED MOYA NEVILLE, WHO ON OATH SAYS SHE IS THE ADVERTISING DIRECTOR OF THE SARASOTA HERALD-TRIBUNE, A DAILY NEWSPAPER PUBLISHED AT SARASOTA, IN SARASOTA COUNTY, FLORIDA; AND CIRCULATED IN MANATEE COUNTY DAILY; THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A NOTICE IN THE MATTER OF:

NOTICE OF ZONING CHANGES

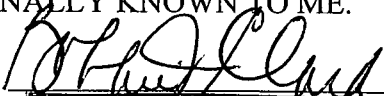
IN THE COURT, WAS PUBLISHED IN MANATEE EDITION OF SAID NEWSPAPER IN THE ISSUES OF:

MARCH 29, 2002

AFFIANT FURTHER SAYS THAT THE SAID SARASOTA HERALD-TRIBUNE IS A NEWSPAPER PUBLISHED AT SARASOTA, IN SAID SARASOTA COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS THERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID SARASOTA COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MAIL MATTER AT THE POST OFFICE IN BRADENTON, IN SAID MANATEE COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF THE ATTACHED COPY OF ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT SHE HAS NEITHER PAID NOR PROMISED ANY PERSON, FIRM OR CORPORATION ANY DISCOUNT, REBATE, COMMISSION OR REFUND FOR THE PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION I N THE SAID NEWSPAPER.

SIGNED Moya Neville

SWORN TO AND SUBSCRIBED BEFORE ME THIS 29TH DAY OF MARCH A.D., 2002 BY MOYA NEVILLE WHO IS PERSONALLY KNOWN TO ME.

(SEAL) 

OFFICIAL NOTARY SEAL
BOBBIE J CLARK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC968394
MY COMMISSION EXP. OCT. 11, 2004

NOTARY PUBLIC

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ET. AL.**

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SAID HEARING MAY BE CONTINUED FROM TIME TO TIME PENDING ADJOURNMENTS.

MANATEE COUNTY PLANNING COMMISSION
Manatee County Planning Department
Manatee County, Florida
Published: March 29, 2002

**AFFIDAVIT OF POSTING OF PUBLIC NOTICE SIGN, AND
NOTIFICATION BY U.S. MAIL TO CONTIGUOUS PROPERTY OWNERS**

STATE OF Florida

COUNTY OF Manatee

BEFORE ME, the undersigned authority, personally appeared Thomas C. McCollum, who, after having first been duly sworn and put upon oath, says as follows:

1. That he~~she~~ is the Agent for the Owner (owner, agent for owner, attorney in fact for owner, etc.) of the property identified in the application for **PDMU-01-04(Z)(G)/LDA-01-03 - Harrison Ranch**, to be heard before the **Manatee County Planning Commission** at a public hearing to be held on **April 11, 2002** and to be heard before the **Manatee County Board of County Commissioners** at a public hearing to be held on **April 23, 2002** and as such, is authorized to execute and make this Affidavit and is familiar with the matters set forth herein, and they are true to the best of his/her knowledge, information and belief.

2. That the Affiant has caused the required public notice sign to be posted pursuant to Manatee County Ordinance No. 90-01, on the property identified in said application, and said sign was conspicuously posted 0 feet from the front property line on the 29th day of March, 2002.

3. That the Affiant has caused the mailing of the required letter of notification to property owners within 500 feet of the project boundary pursuant to Manatee County Ordinance No. 90-01, as amended, by U.S. Mail, on the 29th day of March, 2002, and attaches hereto, as a part of and incorporated herein, a complete list of the names and addresses of the persons entitled to notice.

4. That Affiant is aware of and understands that failure to adhere to the provisions of Manatee County Ordinance No. 90-01, as it relates to the required public notice, may cause the above identified hearing to be postponed and rescheduled only upon compliance with the public notice requirements.

FURTHER YOUR AFFIANT SAITH NOT


~~Property Owner~~ Agent Signature

SIGNED AND SWORN TO before me on March 29, 2002 (date) by Thomas C. McCollum (name of affiant). He~~she~~ is personally known to me or has produced _____ (type of identification) as identification and who did take an oath.



SEAL
Kathleen Ann Blackburn
MY COMMISSION # CC905142 EXPIRES
January 25, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Signature of Person Taking Acknowledgment

Kathleen A. Blackburn
Type Name

Notary Public
Title or Rank

My Commission Expires: 1/25/04

Serial Number, if any

Commission No.: CC905142

Parcel Owners In 500 Foot Buffer Around a Parcel

Parcel ID	Site Address	Owner	Mailing Address	Mailing Address2	City State Zip
1 467500153	11405 ERIE RD	MASSEY, PHILIP	9625 ERIE RD		PARRISH FL 34219
2 467510004	6985 MARTHA RD	MORAN, LEE VAN	8113 WOODLAWN CIRCLE S		PALMETTO FL 34221
3 467700001	6602 MARTHA RD	WATSON, JACK R JR	6602 MARTHA ROAD		PARRISH FL 34219
4 470600206	NO ASSIGNED ADDRESS	MASSEY, PHILIP	9625 ERIE RD		PARRISH FL 34219
5 470610007	NO ASSIGNED ADDRESS	NORTH MANATEE INVESTORS INC	2603 60TH AVE E		ELLENTON FL 34222
6 470620006	NO ASSIGNED ADDRESS	MORAN, LEE VAN	7205 69TH ST E		PALMETTO FL 34221
7 470910001	11300 US 301 N	MIHEVIC MANAGEMENT INC	11300 US 301 N		PARRISH FL 34219
8 470930009	11600 US 301 N	HARRISON, THOMAS W	P O BOX 400		BRADENTON FL 34206
9 502100001	4200 CHIN RD	YOUNG, CLAUDE H	3839 CORTEZ RD W, #216		BRADENTON FL 34210
10 655210201	NO ASSIGNED ADDRESS	MASSEY, CHARLES EDWARD	275 MIMOSA CIRCLE		SARASOTA FL 34232
11 655220109	10117 ERIE RD	MASSEY, VALRIE	6312 US HWY 301 N 235		ELLENTON FL 34222
12 655220609	NO ASSIGNED ADDRESS	HARRISON RANCH LLC	802 11TH ST W		BRADENTON FL 34205
13 724700059	9200 ERIE LN	HARRISON, W T JR	4422 RIVERVIEW BLVD W		BRADENTON FL 34209
14 726300007	NO ASSIGNED ADDRESS	HARRISON, WILLIAM T JR	4422 RIVERVIEW BLVD W		BRADENTON FL 34209
15 726400005	NO ASSIGNED ADDRESS	HARRISON, W J JR	4422 RIVERVIEW BLVD W		BRADENTON FL 34209
16 726700008	4600 100TH AVE E	HARRISON, WILLIAM T JR	4422 RIVERVIEW BLVD W		BRADENTON FL 34209
17 726801009	OLD TAMPA RD	FLORIDA POWER & LIGHT COMPANY	P O BOX 1119		SARASOTA FL 34230
18 726810059	10900 OLD TAMPA RD	DUKE FAMILY RANCH LIMITED	11050 OLD TAMPA RD		PARRISH FL 34219
19 726900004	10308 US 301 N	BROWER, STANLEY G	2908 102ND AVE E		PARRISH FL 34219
20 727100000	10050 OLD TAMPA RD	WEST, PATRICIA A	2004 6TH ST W		PALMETTO FL 34221

WJ004

ZULLER, NAJAN & SHROVER

04/03/2002 14:58 FAX 841 790 9910

Parcel Owners In 500 Foot Buffer Around a Parcel

Parcel ID	Site Address	Owner	Mailing Address	Mailing Address2	City State Zip
21 727200008	10200 US 301 N	HARRISON, WILLIAM T JR	200 S ORANGE AVE		SARASOTA FL 34236
22 730700002	4312 96TH AVE E	RZONCA, FRANCIS W	4312 96TH AVE E		PARRISH FL 34219
23 730800000	4311 97TH AVE E	BAAL, ROBERT	4311 97TH AVE E		PARRISH FL 34219
24 730900008	4404 96TH AVE E	FARMER, ERIC J	4404 96TH AVE E		PARRISH FL 34219
25 731000006	4403 97TH AVE E	HARLOFF, ROBERT D	4403 97TH AVE E		PARRISH FL 34219
26 731100004	4408 96TH AVE E	HUFFMAN, TIMOTHY P	4408 96TH AVE E		PARRISH FL 34219
27 731200002	9607 44TH ST CT E	MOSKOWITZ, GORDON RICHARD	P O BOX 92		BRADENTON FL 34206 0092
28 732400007	4312 97TH AVE E	CHARTER SERVICE & SUPPLY COMPANY	3908 26TH ST W MAIL STOP F01-2673		BRADENTON FL 34205
29 732500004	4311 98TH AVE E	CLARK, RANDY S	4311 98TH AVE E		PARRISH FL 34219
30 732600002	4404 97TH AVE E	MCCALL, GARY L	4404 97TH AVE E		PARRISH FL 34219
31 732700000	4403 98TH AVE E	GROGAN, JAMES A	4403 98TH AVE E		PARRISH FL 34219
32 732800008	4408 97TH AVE E	SMITH, ANDREW L	4408 97TH AVE E		PARRISH FL 34219
33 732900006	4407 98TH AVE E	VENNER, GILBERT N	4407 98TH AVE E		PARRISH FL 34219
34 733300008	9812 42ND ST E	BEITZ, OEDA H	4720 7TH STREET CT E		ELLENTON FL 34222
35 733400209	4203 99TH AVE E	GRANGER, SESH L	5004 37TH STREET E		BRADENTON FL 34203
36 733500001	4211 99TH AVE E	BERGMANN, MICHAEL A	4211 99TH AVE EAST		PARRISH FL 34219
37 733800007	4303 99TH AVE E	LILLIS, DAVID SCOTT	4303 99TH AVE E		PARRISH FL 34219
38 734000003	4307 99TH AVE E	NICHOL, BARRY L	4307 99TH AVE E		PARRISH FL 34219
39 734100001	4312 98TH AVE E	SCHNATTER, WILLIAM E	4312 98TH AVE E		PARRISH FL 34219
40 734200009	4311 99TH AVE E	SMITH, LOUIS M	4311 99TH AVE E		PARRISH FL 34219
41 734300007	4404 98TH AVE E	HAHN, TERRY L	4404 98TH AVE E		PARRISH FL 34219
42 734400005	4403 99TH AVE E	GAY-KALISH, SHELLEY	4403 99TH AVE E		PARRISH FL 34219
43 734600000	4408 98TH AVE E	WOOD, LARRY W	4408 98TH AVENUE EAST		PARRISH FL 34219
44 734700008	4407 99TH AVE E	ROGERS, NANCY C	4407 99TH AVE E		PARRISH FL 34219
45 734800006	9906 US 301 N	LINEBERGER, J J	3314 65TH STREET EAST		BRADENTON FL 34208
46 734900004	9912 US 301 N	LINEBERGER, J J	3314 65TH STREET EAST		BRADENTON FL 34208

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ZOLLER, NAJJAR & SHROYER

04/03/2002 14:58 FAX 941 748 3316

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Parcel ID	Site Address	Owner	Mailing Address	Mailing Address2	City State Zip
47 735000002	4204 99TH AVE E	CHILDERS, DONNA A	4204 99TH AVENUE EAST		PARRISH FL 34219
48 735100000	4203 100TH AVE E	GOFORTH, WILLIAM	4203 100TH AVE E		PARRISH FL 34219
49 735200008	4208 99TH AVE E	STOLTZ, WILLIAM EARL	4208 99TH AVE E		PARRISH FL 34219
50 735300006	4207 100TH AVE E	GRIM, WALTER J	4207 100TH AVE E		PARRISH FL 34219
51 735400004	4212 99TH AVE E	HILLESHEIM, MICHAEL E	4212 99TH AVE E		PARRISH FL 34219
52 735600009	4211 100TH AVE E	MORRIS, EVERHETT A	4211 100TH AVE E		PARRISH FL 34219
53 735700007	4304 99TH AVE E	CISMESIA, JOHN O	4304 99TH AVE E		PARRISH FL 34219
54 735800005	4303 100TH AVE E	SCHRECKENGOST, H DARRELL	6312 US HIGHWAY 301 N	PMB BOX 115	ELLENTON FL 34222
55 735900003	4308 99TH AVE E	FOUTCH, JAMES W	4308 99TH AVE E		PARRISH FL 34219
56 736000001	4307 100TH AVE E	DOSCHER, JOHN W	5225 DAVID AVE		SARASOTA FL 34234 2809
57 736200007	4312 99TH AVE E	RANDOLPH, TOMMY L	4312 99TH AVE E		PARRISH FL 34219
58 736300005	4311 100TH AVE E	EFINGER, CHARLES J	4311 100TH AVE E		PARRISH FL 34219
59 736400003	4404 99TH AVE E	MINER, MAX J	4404 99TH AVE E		PARRISH FL 34219
60 736500000	4403 100TH AVE E	LADWIG, DAVID R	4403 100TH AVE E		PARRISH FL 34219
61 736600008	9907 44TH ST CT E	ABARR, LORAIN	9907 44TH STREET CT E		PARRISH FL 34219
62 736700006	4407 100TH AVE E	TEATES, ROBERT N JR	4407 100TH AVE E		PARRISH FL 34219
63 736800004	9604 44TH ST CT E	VINCENT, RITA ANN	9604 44TH STREET CT E		PARRISH FL 34219
64 736900002	9808 44TH ST CT E	IZZO, SALVATORE III	9608 44TH STREET CT E		PARRISH FL 34219
65 737000000	9612 44TH ST CT E	PLESS, WILLIAM C	9612 44TH STREET CT E		PARRISH FL 34219
66 737100008	9704 44TH ST CT E	PRITCHETT, RAYMOND F JR	9704 44TH STREET CT E		PARRISH FL 34219
67 737200006	9708 44TH ST CT E	MASSEY, BARBARA H	9708 44TH STREET CT E		PARRISH FL 34219
68 737300004	9712 44TH ST CT E	HICKMAN, ROBERT S JR	9712 44TH STREET CT E		PARRISH FL 34219
69 737400002	9804 44TH ST CT E	COX, TROY	9804 44TH STREET CT E		PARRISH FL 34219
70 737500009	9808 44TH ST CT E	KILGOUR, DAVID W	9808 44TH STREET CT E		PARRISH FL 34219

Parcel Owners In 500 Foot Buffer Around a Parcel

Parcel ID	Site Address	Owner	Mailing Address	Mailing Address2	City State Zip
71 737600007	9812 44TH ST CT E	JOHNSON, RONALD L	9812 44TH STREET CT E		PARRISH FL 34219
72 737800003	9816 44TH ST CT E	VERNOLD, MICHAEL E	PO BOX 2475		ONECO FL 34264
73 737900001	9904 44TH ST CT E	HARLESS, ROGER D	9904 44TH STREET CT E		PARRISH FL 34219
74 738000009	9908 44TH ST CT E	GARDNER, RONALD EUGENE	9908 44TH STREET CT E		PARRISH FL 34219
75 738800002	9811 42ND ST E	MIMBS, GEO ELVA	9811 42ND ST E		PARRISH FL 34219
78 739000008	9815 42ND ST E	JEFFERS, PAMELA J	9815 42ND ST E		PARRISH FL 34219
77 739400000	9850 US 301 N	LINEBERGER, J J	3314 65TH STREET EAST		BRADENTON FL 34208
78 739500007	9815 US 301 N	GREEN, THOMAS R	1830 CRAIG PARK COURT		ST LOUIS MO 63146
79 740500004	4521 96TH AVE E	LEACH, ALBERT K JR	P O BOX 1700		BRADENTON FL 34206
80 740510003	4721 96TH AVE E	LEACH, ALBERT K JR	P O BOX 1700		BRADENTON FL 34206
81 741010151	4305 96TH AVE E	HUPP, MERRI C	P O BOX 228		ELLENTON FL 34222
82 741010557	4309 96TH AVE E	GARDNER, RONALD C	4309 96TH AVE E		PARRISH FL 34219

005

ZOLLER, NAJJAR & SHROYER

04/03/2002 14:59 FAX 841 748 3316

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APR 10 2002

DEVELOPMENT AGREEMENT FOR
HARRISON RANCH

This Development Agreement (hereinafter the "Agreement") is made and entered into by and between **HARRISON RANCH LLC**, a Florida limited liability company, whose address is c/o Blalock, Landers, Walters & Vogler, P.A., 802 11th Street West, Bradenton, Florida, 34205 (hereinafter the "Applicant") and **COUNTY OF MANATEE**, a Political Subdivision of the State of Florida (hereinafter the "County").

W I T N E S S E T H:

WHEREAS, the Applicant holds title to and is the contract purchaser of certain real property located in Manatee County, Florida, as described on **Exhibit "A"**, attached hereto and incorporated herein (hereinafter the "Property"); and

WHEREAS, the Applicant wishes to develop the above-mentioned Property as a planned, residential community on 940 contiguous acres of land, consisting of a maximum of 1,550 single family dwelling units with a residential unit density of 1.71 dwelling units per acre (hereinafter the "Project"); and

WHEREAS, the Manatee County Comprehensive Plan (hereinafter the "Plan") requires public facilities to be available concurrent with development approved by the County in a manner which maintains the adopted level of service standards; and

WHEREAS, Chapter 10 of the Manatee County Land Development Code (hereinafter the "LDC") authorizes Development Agreements between Manatee County through the Board of County Commissioners and the developer to ensure the requirements of the Plan and LDC are followed.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. That the above recitals are true and correct and are hereby incorporated herein.
2. **Project Description**. The Project is currently zoned General Agriculture ("A") and is designated as Residential -3 Dwelling Units/ Gross Acre ("RES-3"), Urban Fringe - 3 Dwelling Units/Gross Acre ("UF-3"), and Public/Semi-Public (1) ("P/SP(1)") on the Future Land Use Map of the Plan. A rezoning to Planned Development Mixed Use ("PDMU") has been requested by the Applicant. The Plan and proposed PDMU zoning will allow for the



development of the Project.

3. **General Development Plan and Other Approvals.** On October 3, 2001, the Applicant applied to the County for General Development Plan (hereinafter "GDP") approval, including rezoning the Property to PDMU. The GDP and rezone approval has been assigned the following project number by the County and is currently pending with the County: PDMU -01-04 (Z)(G). The maximum number of single-family residential units requested for GDP approval is 1,550 dwelling units. The Project shall be developed in multiple phases over a period not to exceed eight (8) years. The Project shall be constructed in a manner consistent with the Plan, the LDC, the approved GDP and all stipulations and conditions imposed thereon.

The Applicant shall obtain the following required permits and approvals from or required by the County:

- A. General Development Plan approval, including the rezone of the Property to PDMU
- B. Certificate of Level of Service Compliance
- C. Preliminary Site Plan approval
- D. Final Site Plan approval
- E. Construction Drawing approval
- F. Access and Driveway permits
- G. Building permits
- H. Certificates of Occupancy
- I. Rights-of- Way Use permits
- J. FDOT permits

4. **Transportation.** In order to mitigate the impacts of the Project on the transportation system in the County, the Applicant shall construct or contribute to the construction of the following transportation improvements, at the stated level of development of the Project and upon the terms and conditions for development as set forth below:

- A. Signalization of Fort Hamer Road at US 301:
 - 1. Applicant shall participate up to a maximum of three percent (3%) of signalization physical construction, excluding design and right-way costs.
 - 2. Applicant shall participate up to a maximum of three percent (3%) for construction of an eastbound right turn lane and up to a maximum of three percent (3%) for construction of a northbound left turn lane; provided however, the Applicant's total contribution shall be based upon the necessity thereof, not to exceed the preceding three percent (3%) limitation

3. Construction of the above-mentioned turn lanes shall be fully transportation impact fee creditable.
 4. Applicant's obligation to contribute to the above improvements shall be conditioned upon :
 - a. Intersection meets signal warrants and receives approval from FDOT and County; and
 - b. All necessary right of way acquisitions and design to be by the County or State or other third party; and
 - c. Applicant's obligation for contribution and participation in the above improvements shall not commence until : (i) such time as the Project's new trips on US 301 between the Project entrance and Fort Hamer Road exceed five percent (5%) of the roadway's then-current level of service capacity, and (ii) construction is initiated by the County or by another developer.
- B. Signalization at Project Entrance on US 301: Applicant shall construct or cause to be constructed a traffic signal and an eastbound left turn lane at the Project entrance on US 301. Construction shall be initiated at such time as the intersection meets signal warrants and receives construction plan approval from FDOT and County. In the event, during the term of this Agreement, a project is developed south of the aforementioned intersection, thereby using and benefitting by the aforementioned intersection improvement, the Applicant shall have the right to negotiate with the developer of said project for contribution or equitable reimbursement for the aforementioned improvement.
- C. Project entrance on Erie Road: Applicant shall construct or cause to be constructed a connection to Erie Road, contiguous to the Project's northern property line. Construction shall be initiated upon the issuance of a Final Site Plan for the 1,000th residential unit in the Project, and completed or bonded prior to the final plat for the 1,000th residential unit in the Project. Intersection shall be stop controlled with exclusive northbound left and northbound right turn lanes. If County desires the intersection to be upgraded, the cost and expense of any upgrades required by the County to said entryway shall be borne by the County, including any necessary additional property required in such entryway. Additionally, Applicant shall be eligible

for and receive transportation impact fee credits for all amounts paid by Applicant as allowed by the LDC for this improvement.

- D. Intersection improvements at the existing intersection of Ellenton Gillette Road and Experimental Farm Road: Applicant shall construct or cause to be constructed a center storage lane on Ellenton Gillette Road, within existing rights of way, to facilitate eastbound left turning movements. Construction will be limited to available right of way. The timing of construction of the aforementioned improvement shall be as set forth in an approved traffic study. The Applicant shall be eligible for and receive transportation impact fee credits for all amounts paid by the Applicant as allowed by the LDC toward such a storage lane.

- E. Signalization at US 41 and 69th Street East: Applicant shall participate up to a maximum of two percent (2%) of the construction costs for the installation of traffic signalization at the existing intersection of US 41 at 69th Street East. Applicant's obligation to contribute to the preceding improvement shall be conditioned upon the following:
 - 1. Intersection meets signal warrants and receives approval from FDOT and Manatee County; and
 - 2. All necessary right of way acquisitions and design by others; and
 - 3. Applicant will be obligated to participate in construction costs, as set forth above, upon the earlier of such time as (i) Applicant connects its Project to Erie Rd, per Paragraph 4C, above, or (ii) construction is initiated by the County or by another developer.

- F. Signalization at US 301 and Canal Road: Applicant shall participate up to a maximum of five percent (5%) of the construction costs for the installation of traffic signalization at the existing intersection of US 301 at Canal Road. Applicant's obligation to contribute to the preceding improvement shall be conditioned upon the following:
 - 1. Intersection meets signal warrants and receives approval from FDOT and Manatee County; and
 - 2. All necessary right of way acquisitions and design by others; and

3. Applicant will be obligated to participate in construction costs, as set forth above, upon the earlier of such time as approval of a final plat for the 1,200th residential unit, or (ii) construction is initiated by the County or by another developer.
- G. Northbound left turn lanes on Erie Road between Woodlawn Circle and 69th Street East: Applicant shall construct or cause to be constructed two (2) northbound left turn lanes on Erie Road, one each at Woodlawn Circle and 55th Street East (f/k/a Thousand Oaks Boulevard), to facilitate through traffic movement. Construction will be limited to available right of way, and a maximum storage length of fifty (50) feet each. The timing of construction by Applicant of the aforementioned improvement shall be as set forth in an approved traffic study. shall not be initiated until such time as the issuance of a Final Site Plan for the 1,300th residential unit in the Project, and completed or bonded prior to the final plat for the 1,300th residential unit in the Project, provided the then-current traffic volumes support such improvements. The Applicant shall be eligible for and receive transportation impact fee credits for all amounts paid by Applicant as allowed by the LDC toward the above-mentioned turn lanes. The Applicant's total contribution shall be limited to the amount of the Project's available transportation impact fees.

5. **Water and Sewer.** In order to mitigate the impacts of the Project on the water and sewer systems in the County, the Applicant shall construct the following water and sewer improvements, at the stated level of development of the Project and upon the terms and conditions for development as set forth below:

- A. Water Improvements on US 301: The Applicant shall construct a water line sufficient to serve the Project per customary County standards from the existing twelve inch (12") main at the Gardens to the Project's entrance (Harrison Ranch Boulevard). If required by the County, the Applicant and County agree to enter into a standard participation agreement providing for the upgrading of the above-mentioned water line.
- B. Water Improvements on Erie Road: The Applicant shall construct a water line sufficient to serve the Project per customary County standards from the existing sixteen inch (16") main near the intersection of Erie Road and 69th Street to the Project entrance on Erie Road. If required by the County, the Applicant and County agree to enter into a standard participation agreement providing for the upgrading of the above-mentioned water line.
- C. Sanitary Sewer Improvements: The Applicant agrees to construct its own

internal wastewater collection system, life station(s) and force main(s) to connect to the County's North Regional sewerage system in conjunction with the phased development of the Property. The Applicant agrees to complete its wastewater facilities for the Project per customary County standards. If required by the County, the Applicant and County agree to enter into a participation agreement providing for the upsizing to meet the County's future capacity demands. All upsizing to be at the County's expense.

6. **Collector Road.** If the County classifies the entry road as a Collector Road prior to commencement of construction of the Project, then the Applicant shall construct and dedicate a functionally-classified Collector Road with one hundred twenty feet (120') of right-of-way at the entrance and eighty four feet (84') of right-of-way throughout the Project in order to connect U.S. Highway 301 to Erie Road. To the extent such road exceeds the LDC's requirements for the Project, the Applicant shall receive transportation impact fee credits for all amounts paid in excess of same. The Applicant shall additionally provide a multi-use trail along said Collector Road. Said road shall be constructed, as and when necessary, to tie in with the various phasing of the Project. The Collector Road shall be constructed in conjunction with the development of the neighborhoods in the Project and shall be completed prior to the issuance of a certificate of occupancy for the 1,000th residential unit in the Project.

7. **Duration of Certificate of Level of Service Compliance and Development Agreement.** ~~The Applicant shall apply for and receive from the County a Certificate of Level of Service Compliance (hereinafter the "CLOS") for development of the Project. The CLOS for the Project and this Agreement shall be effective from the Effective Date of this Agreement, as set forth below in Paragraph 11, and shall continue for a period of time such that the CLOS shall not expire until the earlier of (i) eight (8) years from the Effective Date of this Agreement, or (ii) at such time as the Project is completely built-out. In light of the Large Project Status of the Project Development, completion and commitment to complete the Required Improvements, as set forth herein, a Certificate of Level of Service Compliance (hereinafter the "CLOS") for the project shall be issued with the first Preliminary Site Plan, in accordance with the Land Development Code, with an expiration date of five (5) years from the Effective Date of this Agreement. Said CLOS shall not extend beyond _____, 2007 and shall be conditioned upon the Applicant complying with the terms of this Agreement.~~ The Applicant's obligations to construct the improvements, as set forth above in this Agreement, shall terminate when the CLOS expires or is otherwise terminated by the County. ~~The Applicant understands and acknowledges that per the LDC, a CLOS for water is only available upon Final Site Plan approval by the County for the Project.~~

8. **Notices.** Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person, or sent by U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, to the addresses set forth below or at such other addresses as or specified by written notice delivered in accordance herewith:

APPLICANT: Harrison Ranch, LLC
c/o: Blalock, Landers, Walters & Vogler, P.A.
Attn: Clifford Walters
802 11th Street West
Bradenton, Florida 34205

COUNTY: Chairperson
Manatee County Board of County Commissioners
1112 Manatee Avenue West
Bradenton, Florida 34205

with copies to: Manatee County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

Manatee County Planning Department
Attn: Director of Planning
1112 Manatee Avenue West
Bradenton, Florida 34205

Notices mailed as herein above provided shall be deemed effectively given on the postmarked date of such notice if mailed, and otherwise, on the date actually received.

9. **Consistency.** The County finds this Agreement to be consistent with the Comprehensive Plan and the Land Development Code.

10. **Means of Relief.** The sole means of relief from this Agreement shall be an action for injunctive relief filed in a Circuit Court in and for Manatee County, Florida, and any appropriate appeal thereof. However, any enforcement of other zoning and land use permits and approvals shall be as provided by Chapter 12 of the LDC.

11. **Omission from Agreement.** The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Applicant, or any of its affiliates, successors or assigns, of the necessity of complying with the laws governing said permitting requirements, conditions, terms and restrictions.

12. **Agreement Runs with the Land and Binding Effect.** This Agreement shall run with the land and the burdens and benefits of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and all successors in interest, including all mortgagees to the parties of this Development Agreement.

13. **Entire Agreement.** This Development Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein and supercedes any and all prior

understandings, if any. There are no other oral or written promises conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless they are in writing, signed by both parties, and executed in the same manner as this Development Agreement.

14. **Applicable Laws and Venue.** This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Manatee County Florida unless prohibited by law.

15. **Severability.** In the event any term or provision of this Development Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof, and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Development Agreement; provided however, if any term or provision of this Development Agreement is held to be invalid due to the scope or extent thereof, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

16. **Default.** In the event of a default hereunder by the Applicant of its obligations, County's remedy shall consist of the right to withhold further development approvals for the Applicant. In the event of a default hereunder by County, Applicant shall be entitled to specific performance.

17. **Utilities Easement.** Upon approval by the County of the first Preliminary Site Plan for the Project, and upon request by the County, the Applicant agrees to provide a fifty (50) foot, nonexclusive (subject to the rights of Florida Power and Light Company) underground utilities easement to the County (the "Utilities Easement"), which Utilities Easement shall run from U.S. Highway 301 to Erie Road and down the existing Florida Power and Light easement, and shall be for the purpose of constructing, occupying and maintaining underground utilities by the County. The Utilities Easement shall terminate, if not used or occupied by the County for the aforementioned purpose, within five (5) years from the Effective Date of this Agreement.

17 18. **Effective Date.** This Agreement shall not become effective until the latest of the following: (i) the Agreement is fully executed by both parties and all time for appeals of the Agreement have expired; (ii) the Agreement has been recorded in the Public Records in and for Manatee County, Florida, at the expense of the Applicant; and (iii) thirty (30) days after having been received by the Florida Department of Community Affairs.

(SIGNATURE PAGE TO FOLLOW;
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth above.

Witnesses:

APPLICANT:

HARRISON RANCH LLC, a Florida limited liability company

By: _____

Its: _____

Print Name _____

Print Name _____

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING instrument was sworn to and subscribed before me this _____ day of _____, 2002, by _____ as _____ of HARRISON RANCH LLC, a Florida limited liability company,

who is personally known to me

who produced _____ as identification and who acknowledged before me that the same was executed freely and voluntarily for the purposes therein expressed under authority duly vested in him by said corporation.

My commission expires:

Signature
NOTARY PUBLIC-STATE OF FLORIDA
Commission No. _____

COUNTY OF MANATEE, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____

Amy Stein, Chairman
Board of County Commissioners of
Manatee County, Florida

Attest: R.B. Shore,
Clerk of the Circuit Court:

DESCRIPTION

EXHIBIT "A"

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 25, 35 AND 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST, SECTION 31, TOWNSHIP 33 SOUTH, RANGE 19 EAST, SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST AND SECTION 6, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE S 00°28'32" W ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 364.39 FEET; THENCE N 80°08'27" E, A DISTANCE OF 1209.14 FEET; THENCE S 00°28'20" W, A DISTANCE OF 1560.57 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 1095, PAGE 2853; THENCE S 89°15'50" W ALONG SAID SOUTH LINE, A DISTANCE OF 1129.87 FEET; THENCE S 00°28'32" W, A DISTANCE OF 1025.31 FEET; THENCE S 00°20'38" E, A DISTANCE OF 2759.15 FEET; THENCE S 00°07'50" W, A DISTANCE OF 213.46 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 43 (U.S. 301 SECTION 1302-104-202); THENCE S 60°13'38" W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2278.37 FEET; THENCE N 89°27'14" W, A DISTANCE OF 715.14 FEET; THENCE S 00°25'54" W, A DISTANCE OF 417.01 FEET TO AN INTERSECTION WITH SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE S 60°15'41" W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1506.75 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF HARRISON ROAD (100TH AVENUE EAST) AS SHOWN ON THE PLAT OF BECK ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 142 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 01°27'51" E, A DISTANCE OF 1160.11 FEET TO THE NORTHEAST CORNER OF SAID BECK ESTATES; THENCE N 88°57'29" W ALONG THE NORTH LINE OF SAID BECK ESTATES, A DISTANCE OF 1371.37 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 1; THENCE N 00°04'46" W ALONG SAID WEST LINE, A DISTANCE OF 1362.57 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE S 89°11'56" W ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 1298.06 FEET; THENCE N 00°43'05" E, A DISTANCE OF 1335.01 FEET TO AN INTERSECTION WITH THEN NORTH LINE OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE N 89°43'51" E ALONG SAID NORTH LINE, A DISTANCE OF 1281.16 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 36; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO COURSES: (1) N 00°01'44" E, A DISTANCE OF 1413.87 FEET; (2) N 00°01'09" E, A DISTANCE OF 2792.70 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36; THENCE S 89°21'35" E ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 2133.85 FEET; THENCE N 00°06'09" W, A DISTANCE OF 2148.71 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY MAINTAINED RIGHT OF WAY LINE OF ERIE ROAD; THENCE N 75°14'24" E ALONG SAID SOUTHEASTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 433.10 FEET; THENCE S 00°06'09" E, A DISTANCE OF 2263.73 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF SECTION 36; THENCE S 89°21'35" E ALONG SAID NORTH LINE, A DISTANCE OF 2741.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 940.15 ACRES, MORE OR LESS.