

RESOLUTION 16-170

A RESOLUTION AUTHORIZING AN EXCHANGE OF COUNTY PROPERTY PER FLORIDA STATUTES §125.37; PROVIDING AN EFFECTIVE DATE

WHEREAS, Manatee County (the “County”), a political subdivision of the State of Florida, pursuant to its home rule power and Florida Statutes §125.37, has authority to determine that certain County property is not needed for County purposes and to exchange such property for other property which the County may desire to acquire for County purposes; and

WHEREAS, application for a property exchange has been made by LWR Land Holdings, LLC, a Florida Limited Liability Company (“LWR”); and

WHEREAS, the Board finds that fee simple ownership to the parcel of real property described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Released Property”) is no longer needed for County purposes because LWR is willing to re-locate the stormwater runoff pond currently located on the Released Property to another site at no cost to the County which will prevent flooding and improve water quality in the area at the same or higher level than the current stormwater runoff pond; and

WHEREAS, the Board finds that the property described in **Exhibit “B”** attached hereto and incorporated herein by reference (the “New Property”) is needed for County purposes; and

WHEREAS, the Board, pursuant to its home rule power and those powers expressly granted in Florida Statutes §125.37, finds that it is in the best interest of the residents of Manatee County to accept the New Property in exchange for a release of the Released Property; and

WHEREAS, the terms and conditions of this exchange have been published in a newspaper of general circulation in Manatee County once a week for two (2) consecutive weeks prior to the adoption date of this Resolution and that the statutory requirements of Florida Statutes §125.37 have otherwise been complied with.

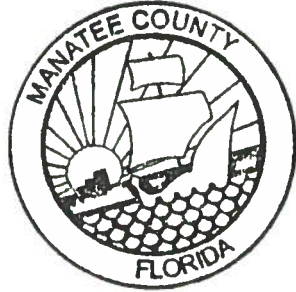
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, that:

1. Upon conveyance of the respective permanent easement interest in and to the New Property previously described in **Exhibit “B”** to the County by LWR, the Board shall convey all of the County’s right, title, and interest in and to the Released Property previously described in **Exhibit “A”** to LWR. This exchange of property shall be accomplished by a document entitled “Exchange of Property Agreement,” a copy of which is attached hereto as **Exhibit “C”** and incorporated herein by reference.
2. This Resolution shall in no way operate as a disclaimer of the county’s interest in and to the use of the storm water runoff pond constructed on said property before construction of a

replacement runoff pond is completed and conveyance of the Released Property is made to LWR.

3. This resolution serves only that purpose expressly stated in Paragraphs 1 and 2 above.
4. This resolution shall take effect immediately upon its passage.

DULY ADOPTED with a quorum present and voting this 1st day of December, 2016.



**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: _____

Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: _____

Deputy Clerk

EXHIBIT "A"

A parcel of land being a portion of Sections 5 & 6, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

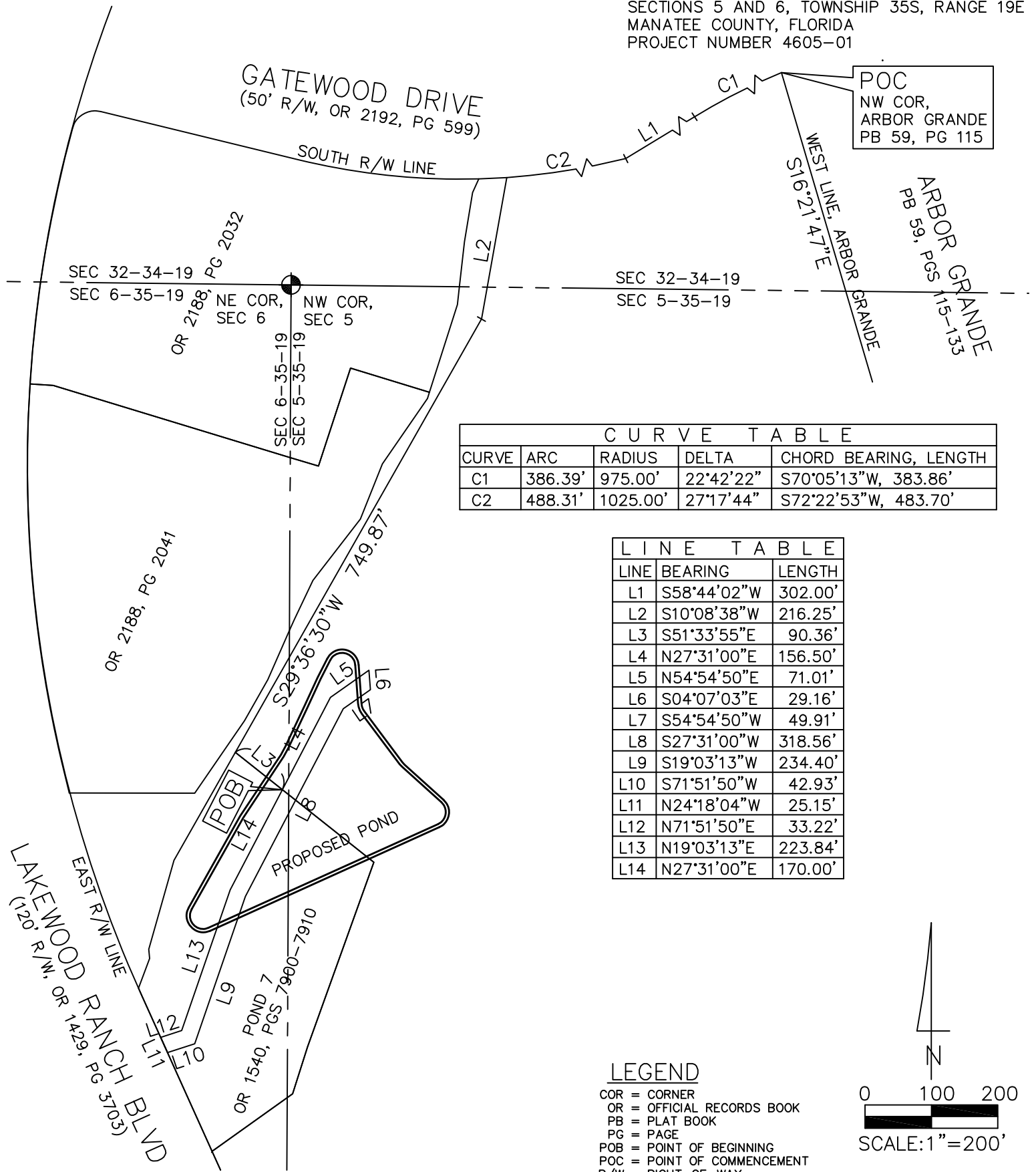
Commence at Southwest Corner of said Section 5; thence along the West line of said Section 5, N 00°16'06" E for 3772.70 feet to a point on the East right-of-way line of Lakewood Ranch Boulevard; thence along said East right-of-way line N 24°18'04" W for 273.92 feet, to the POINT OF BEGINNING; thence continuing along said East right-of-way line the following two (2) courses: 1) N 24°18'04" W for 255.92 feet to a point of curvature of a curve; 2) Northwesterly along the arc of said curve concave Northeasterly, having for its elements a radius of 1940.00 feet, a central angle of 00°23'52", an arc length of 13.47 feet, and a chord bearing and distance of N 24°06'08" W for 13.47 feet; thence N 20°39'44" for 47.89 feet; thence N 05°14'14" W for 13.85 feet; thence N 15°47'59" E for 139.00 feet; thence N 29°36'30" E for 185.85 feet; thence S 51°33'55" E for 266.14 feet; thence S 19°44'56" W for 294.69 feet; thence S 17°43'57" W for 74.33 feet; thence S 54°24'53" W for 149.07 feet to a point on said East right-of-way line and the POINT OF BEGINNING.

Containing 2.82 acres, more or less.

SECTIONS 5 AND 6, TOWNSHIP 35S, RANGE 19E
 MANATEE COUNTY, FLORIDA
 PROJECT NUMBER 4605-01

GATEWOOD DRIVE
 (50' R/W, OR 2192, PG 599)

POC
 NW COR,
 ARBOR GRANDE
 PB 59, PG 115

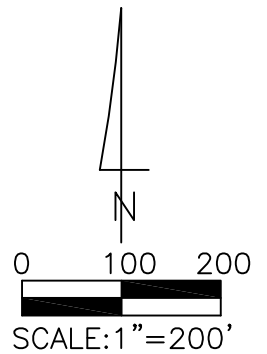


C U R V E T A B L E				
CURVE	ARC	RADIUS	DELTA	CHORD BEARING, LENGTH
C1	386.39'	975.00'	22°42'22"	S70°05'13"W, 383.86'
C2	488.31'	1025.00'	27°17'44"	S72°22'53"W, 483.70'

L I N E T A B L E		
LINE	BEARING	LENGTH
L1	S58°44'02"W	302.00'
L2	S10°08'38"W	216.25'
L3	S51°33'55"E	90.36'
L4	N27°31'00"E	156.50'
L5	N54°54'50"E	71.01'
L6	S04°07'03"E	29.16'
L7	S54°54'50"W	49.91'
L8	S27°31'00"W	318.56'
L9	S19°03'13"W	234.40'
L10	S71°51'50"W	42.93'
L11	N24°18'04"W	25.15'
L12	N71°51'50"E	33.22'
L13	N19°03'13"E	223.84'
L14	N27°31'00"E	170.00'

LEGEND

- COR = CORNER
- OR = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY



NOT A SURVEY

SHEET 1 OF 2

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	09-08-16	JT	JDF

STORM EASEMENT



POLARIS ASSOCIATES INC.

PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765

D E S C R I P T I O N

A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 35 SOUTH. RANGE 19 EAST AND SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF ARBOR GRANDE AS RECORDED IN PLAT BOOK 59, PAGES 115 THROUGH 133, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GATEWOOD DRIVE A 50.00 FOOT RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 2192, PAGES 599 THROUGH 603, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 975.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE, 386.39 FEET, THROUGH A CENTRAL ANGLE OF 22°42'22" (CHORD BEARING S.70°05'13"W., 383.86 FEET); THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOW TWO (2) COURSES: S.58°44'02"W., 302.00 FEET TO A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1025.00 FEET; THENCE WESTERLY ALONG SAID CURVE 488.31 FEET, THROUGH A CENTRAL ANGLE OF 27°17'44" (CHORD BEARING S.72°22'53"W., 483.70 FEET); THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, S.10°08'38"W., 216.25 FEET; THENCE S.29°36'30"W., 749.87 FEET; THENCE S.51°33'55"E., 90.36 FEET FOR THE POINT OF BEGINNING; THENCE N.27°31'00"E., 156.50 FEET; THENCE N.54°54'50"E., 71.01 FEET; THENCE S.04°07'03"E., 29.16 FEET; THENCE S.54°54'50"W., 49.91 FEET; THENCE S.27°31'00"W., 318.56 FEET; THENCE S.19°03'13"W., 234.40 FEET; THENCE S.71°51'50"W., 42.93 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKEWOOD RANCH BOULEVARD, A 120 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1429, PAGES 3703 THROUGH 3707 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N.24°18'04"W., 25.15 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N.71°51'50"E., 33.22 FEET; THENCE N.19°03'13"E., 223.84 FEET; THENCE N.27°31'00"E., 170.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.373 ACRES (16,255 SF), MORE OR LESS.

N O T E S

1. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF LAKEWOOD RANCH BOULEVARD, BEING ASSUMED AS N24°18'04"W.
2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.


C E R T I F I C A T I O N

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

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

NOT A SURVEY

SHEET 2 OF 2

ITEM	DATE	BY	QC	STORM EASEMENT	 POLARIS ASSOCIATES INC. PROFESSIONAL SURVEYING LB 6113 2165 SUNNYDALE BOULEVARD, SUITE D CLEARWATER, FLORIDA 33765
SKETCH & DESCRIPTION	09-08-16	JT	JDF		
\\US1227-F01\WORKGROUP\2156\ACTIVE\215613364\ADMIN\CORRESPONDENCE\RECEIVED\SURVEY_20160912\4605SD STORM\4605SD STORM.D					

EXCHANGE OF PROPERTY AGREEMENT

THIS EXCHANGE OF PROPERTY AGREEMENT (the "Exchange Agreement") is made and entered into this _____ day of _____, 2016, between LWR LAND HOLDINGS, LLC, a Florida Limited Liability Company, whose mailing address is 5550 W. Executive Dr., Suite 550, Tampa, FL 33609 ("LWR") and MANATEE COUNTY, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 ("County", and collectively, with LWR, the "Parties").

RECITALS

WHEREAS, Schroeder-Manatee Ranch ("SMR") currently owns a parcel of land comprised of approximately 85.555 acres, more or less, in Manatee County, Florida, to be transferred to LWR, contingent on the occurrence of several events, which property is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Development Site"). The Development Site is located in Lakewood Ranch Commerce Park, located on Lakewood Ranch Boulevard south of State Route 64 ("Commerce Park"); and

WHEREAS, County currently owns a parcel of land comprised of approximately 2.82 acres, more or less, located on the frontage of the Development Site along Lakewood Ranch Boulevard in Manatee County, which property is more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Released Property"). A stormwater pond is located on the Released Property and maintained by the County (the "Stormwater Pond"); and

WHEREAS, the Development Site and the Released Property are within the overall Lakewood Ranch Commerce Park General Development Plan (hereinafter "GDP"), which has been amended to add additional light-industrial intensity to the development. LWR desires to develop light industrial facilities on the Development Site. In order to do so, LWR seeks to relocate and expand the Stormwater Pond to another portion of the Development Site, while maintaining its current function; and

WHEREAS, County has agreed to convey fee title to the Released Property to LWR in exchange for LWR's conveyance of a permanent easement for access and drainage over and across the Development Site, so as to allow a new stormwater pond ("Replacement Pond") to be created on the Development Site. This will relieve the County of maintenance responsibility and costs of the Stormwater Pond, while maintaining its function. Section 125.37, *Florida Statutes* (2016), permits an exchange of County property in the event the Board of County Commissioners passes a resolution finding that such an exchange is in the best interests of the citizens of Manatee County and such exchange has been published for two (2) weeks in a newspaper of general circulation of Manatee County. The requirements of Section 125.37, *Florida Statutes* (2016) have been met.

NOW, THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), the premises hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and LWR hereby agree to exchange property as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. EXCHANGE OF PROPERTIES. County, by this instrument, hereby agrees to grant, bargain, sell, remise, release, convey, and confirm unto LWR all of the Released Property described in **Exhibit “B,”** to have and to hold, the same in fee simple forever, and subject, however, to the public’s continuing right to use the Released Property for drainage and utility purposes until such time as that interest is abandoned, vacated, or otherwise properly extinguished.

In exchange thereof, LWR, by this instrument, hereby agrees to grant, bargain, sell, remise, release, convey, and confirm unto County a non-exclusive permanent easement for access and maintenance of surface and/or underground drainage and utility facilities over, across, under, and upon a portion of the Development Site described in **Exhibit “C”** (the “Easement”). LWR shall reserve unto itself, its successors or assigns, the right to the continued free use and enjoyment of said property for any purposes that are not inconsistent with the rights granted herein unto County, including the right to construct the Replacement Pond within the Easement and the sharing of the Replacement Pond to be located thereon.

3. TITLE TO RELEASED PROPERTY. The County hereby covenants to LWR that County is lawfully seized of the Released Property in fee simple; that County has good right and lawful authority to sell and convey the Released Property, and hereby warrants title to the Released Property and will defend the same against lawful claims of all persons whomsoever and that the Released Property is free of all liens and encumbrances. LWR hereby covenants to County that LWR will be lawfully seized of the Released Property in fee simple as of the closing hereinafter set forth; that LWR will have good right and lawful authority to sell and convey the Easement, and will warrant title to the Easement and will defend the same against lawful claims of all persons whomsoever and that the Easement will be free of all liens and encumbrances.
4. TERMS OF THE EXCHANGE.

4.1. ESCROW. Within thirty (30) days after execution of this agreement, each of the Parties hereto shall deposit in escrow with Grimes Goebel Grimes Hawkins Gladfelter & Galvano, P.L., of 1023 Manatee Ave. W. Bradenton, Florida 34205, all papers and documents necessary to consummate the exchange, with instructions to consummate the same in accordance with this Exchange Agreement.

4.2. ESCROW PERIOD. The Parties agree that the deeds to the Released Property and to the Easement (collectively, the “Deeds”) will be held in escrow until the completion of the following events: the approval by the County of the amendment to the GDP; transfer of the Development Site from SMR to LWR; approval of an environmental resource permit from the Southwest Florida Water Management District (hereinafter “SWFWMD”); and, completion, inspection, and approval of the replacement pond and ditch/piping to the

replacement pond site by the County in accordance with the County's stormwater engineering standards.

4.3. CLOSING. Upon the completion of each and every event stated in 4.2, this transaction shall close and transfer of the Deeds to and possession of the respective properties shall take place in the office of Grimes Goebel Grimes Hawkins Gladfelter & Galvano, P.L. at 1023 Manatee Ave. W. Bradenton, FL 34205. On the Closing date, County shall deliver to LWR full, complete, and exclusive possession of the Released Property and LWR shall give County a non-exclusive permanent easement over a portion of the Development Site.

4.4. RECORDING. Within five (5) days of the Closing Date the deeds will be recorded in the Public Records of Manatee County.

4.5. CURE PERIOD. If the replacement pond does not pass inspection, LWR will have one hundred and eighty (180) days to cure the defects in the replacement pond (the "Cure Period"). If LWR does not cure the defects of the replacement pond within the Cure Period, then LWR will be deemed to have failed to cure and this Agreement is subject to unilateral termination by County. Upon LWR's failure to cure, all papers and documents necessary to consummate the exchange will be returned to their original possessor by the escrow agent.

5. CONSTRUCTION OF REPLACEMENT POND. The Replacement Pond will be constructed at LWR's sole cost and expense and the sketches and legal descriptions necessary to attach to the Easement shall be prepared and sealed by a survey reasonably acceptable to County, also at LWR's expense. The Replacement Pond is to be completed prior to the Closing date. Construction of the Replacement Pond shall be in accordance with all applicable laws, codes, ordinances, and regulations, the County's stormwater engineering standards, as well as permits, construction plans and specifications approved by County prior to commencement of such construction, which approval will not be unreasonably withheld, delayed, or conditioned.

6. TAXES AND OTHER EXPENSES.

6.1. TAXES AND OTHER EXPENSES ON RELEASED PROPERTY. Taxes, assessments, insurance premiums and other prepaid or accruing expenses are to be apportioned as of the date of Closing.

6.2. TAXES ON DEVELOPMENT SITE. LWR will be responsible for all taxes and other expenses on the Development Site from the date of Closing forward.

7. RISK. Risk of damage from any cause to the respective properties prior to the close of escrow is assumed by the then owner of each of the properties, respectively.

8. RECORDING FEES. LWR shall be responsible for all recording fees and required documentary stamps associated with this conveyance.

9. WAIVER. The failure or delay of any Party at any time to require performance by another Party of any provisions of this Exchange Agreement shall not affect the right of such Party thereafter to require performance of the subject provision or to exercise any right, power, or remedy hereunder. The waiver by any Party of any breach of any provisions of this Exchange Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of such provision, or a waiver of any right, power, or remedy under this Agreement.
10. BINDING EFFECT. This Exchange Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives successors, and permitted assigns.
11. ENTIRE AGREEMENT. This Exchange Agreement incorporates and merges all agreements, understandings, promises, covenants, conditions, representations, and warranties between the Parties with respect to both parcels. No claimed modification of this Exchange Agreement shall be effective and binding unless such modification is in writing and duly executed by the party sought to be charged therewith.
12. INVALID PROVISIONS. If any one or more of the provisions of this Exchange Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Exchange Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.
13. TIME. Time is of the essence with respect to each provision of this Agreement that required action to be taken by any party within a stated time period or upon a specified date. If any date for performance hereunder falls on a weekend or national holiday, the date for performance will be extended to the end of the next business day.
14. GOVERNING LAW. This Exchange Agreement shall be construed and enforced pursuant to Florida Law.

IN WITNESS WHEREOF, the parties hereto have executed this Exchange of Property Agreement on this ___ day of _____, 20__.

**Signed, sealed, and delivered
in the presence of:**

**LWR LAND HOLDINGS, LLC, a Florida
limited liability company**

Witness

By: _____

Printed Name

Printed
Name: _____

Witness

Title: _____

Printed Name

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: _____

Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: _____

Deputy Clerk

EXHIBIT "A"

DESCRIPTION

SECTIONS 5 AND 6, TOWNSHIP 35 S, RANGE 19 E
SECTION 32, TOWNSHIP 34 S, RANGE 19 E.

A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 35 SOUTH. RANGE 19 EAST AND SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF ARBOR GRANDE AS RECORDED IN PLAT BOOK 59, PAGES 115 THROUGH 133, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID ARBOR GRANDE THE FOLLOWING, S.16° 21'47"E., 960.1 FEET; THENCE S.20°19'58"E., 1,178.89 FEET; THENCE LEAVING SAID LINE, S.68° 50'28"W., 1,958.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKEWOOD RANCH BOULEVARD, A 120 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1429, PAGES 3703 THROUGH 3707 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID LINE. N.24°18'04"W., 915.80 FEET TO THE MOST SOUTHERLY CORNER OF POND 7 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1540, PAGES 7900 THROUGH 7910, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID POND 7, THE FOLLOWING: N.54°24'54"E., 149.07 FEET; THENCE N.17°43'57"E. 74.33 FEET; THENCE N.19°44'56"E., 294.69 FEET; THENCE N.51°33'55"W., 266.14 FEET; THENCE LEAVING SAID LINE, N.29°36'30"E., 749.87 FEET; THENCE N.10°08'38"E., 216.25 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GATEWOOD DRIVE A 50.00 FOOT RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 2192, PAGES 599 THROUGH 603, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1025.00 FEET; THENCE EASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE THE FOLLOWING, 488.31 FEET, THROUGH A CENTRAL ANGLE OF 27°17'44" (CHORD BEARING N.72°22'53"E., 483.70 FEET); THENCE N.58°44'02"E., 302.00 FEET TO A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 975.00 FEET; THENCE ALONG SAID CURVE, 386.39 FEET, THROUGH A CENTRAL ANGLE OF 22°42'22" (CHORD BEARING N.70°05'13"E., 383.86 FEET); TO THE POINT OF BEGINNING.

CONTAINING 85.555 ACRES, MORE OR LESS.

EXHIBIT "B"

A parcel of land being a portion of Sections 5 & 6, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

Commence at Southwest Corner of said Section 5; thence along the West line of said Section 5, N 00°16'06" E for 3772.70 feet to a point on the East right-of-way line of Lakewood Ranch Boulevard; thence along said East right-of-way line N 24°18'04" W for 273.92 feet, to the POINT OF BEGINNING; thence continuing along said East right-of-way line the following two (2) courses: 1) N 24°18'04" W for 255.92 feet to a point of curvature of a curve; 2) Northwesterly along the arc of said curve concave Northeasterly, having for its elements a radius of 1940.00 feet, a central angle of 00°23'52", an arc length of 13.47 feet, and a chord bearing and distance of N 24°06'08" W for 13.47 feet; thence N 20°39'44" for 47.89 feet; thence N 05°14'14" W for 13.85 feet; thence N 15°47'59" E for 139.00 feet; thence N 29°36'30" E for 185.85 feet; thence S 51°33'55" E for 266.14 feet; thence S 19°44'56" W for 294.69 feet; thence S 17°43'57" W for 74.33 feet; thence S 54°24'53" W for 149.07 feet to a point on said East right-of-way line and the POINT OF BEGINNING.

Containing 2.82 acres, more or less.

Exhibit "C"

SECTIONS 5 AND 6, TOWNSHIP 35S, RANGE 19E
 MANATEE COUNTY, FLORIDA
 PROJECT NUMBER 4605-01

GATEWOOD DRIVE
 (50' R/W, OR 2192, PG 599)

SOUTH R/W LINE

POC
 NW COR,
 ARBOR GRANDE
 PB 59, PG 115

WEST LINE ARBOR GRANDE
 S16°21'47"E

ARBOR GRANDE
 PB 59, PGS 115-133

SEC 32-34-19
 SEC 6-35-19

SEC 32-34-19
 SEC 5-35-19

OR 2188, PG 2032
 NE COR,
 SEC 6

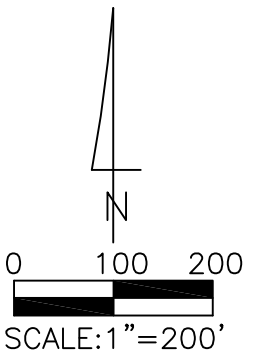
OR 2188, PG 2041
 NW COR,
 SEC 5

C U R V E T A B L E				
CURVE	ARC	RADIUS	DELTA	CHORD BEARING, LENGTH
C1	386.39'	975.00'	22°42'22"	S70°05'13"W, 383.86'
C2	488.31'	1025.00'	27°17'44"	S72°22'53"W, 483.70'

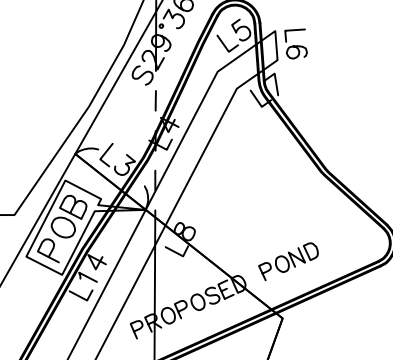
L I N E T A B L E		
LINE	BEARING	LENGTH
L1	S58°44'02"W	302.00'
L2	S10°08'38"W	216.25'
L3	S51°33'55"E	90.36'
L4	N27°31'00"E	156.50'
L5	N54°54'50"E	71.01'
L6	S04°07'03"E	29.16'
L7	S54°54'50"W	49.91'
L8	S27°31'00"W	318.56'
L9	S19°03'13"W	234.40'
L10	S71°51'50"W	42.93'
L11	N24°18'04"W	25.15'
L12	N71°51'50"E	33.22'
L13	N19°03'13"E	223.84'
L14	N27°31'00"E	170.00'

LEGEND

- COR = CORNER
- OR = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY



LAKewood RANCh BLVD
 (120' R/W, OR 1429, PG 370)
 EAST R/W LINE



NOT A SURVEY

SHEET 1 OF 2

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	09-08-16	JT	JDF

STORM EASEMENT

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765
 SURVEY 20160912 4605SD STORM 4605SD STORM.D

D E S C R I P T I O N

A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 35 SOUTH. RANGE 19 EAST AND SECTION 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF ARBOR GRANDE AS RECORDED IN PLAT BOOK 59, PAGES 115 THROUGH 133, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GATEWOOD DRIVE A 50.00 FOOT RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 2192, PAGES 599 THROUGH 603, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 975.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE, 386.39 FEET, THROUGH A CENTRAL ANGLE OF 22°42'22" (CHORD BEARING S.70°05'13"W., 383.86 FEET); THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOW TWO (2) COURSES: S.58°44'02"W., 302.00 FEET TO A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1025.00 FEET; THENCE WESTERLY ALONG SAID CURVE 488.31 FEET, THROUGH A CENTRAL ANGLE OF 27°17'44" (CHORD BEARING S.72°22'53"W., 483.70 FEET); THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, S.10°08'38"W., 216.25 FEET; THENCE S.29°36'30"W., 749.87 FEET; THENCE S.51°33'55"E., 90.36 FEET FOR THE POINT OF BEGINNING; THENCE N.27°31'00"E., 156.50 FEET; THENCE N.54°54'50"E., 71.01 FEET; THENCE S.04°07'03"E., 29.16 FEET; THENCE S.54°54'50"W., 49.91 FEET; THENCE S.27°31'00"W., 318.56 FEET; THENCE S.19°03'13"W., 234.40 FEET; THENCE S.71°51'50"W., 42.93 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKEWOOD RANCH BOULEVARD, A 120 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1429, PAGES 3703 THROUGH 3707 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N.24°18'04"W., 25.15 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N.71°51'50"E., 33.22 FEET; THENCE N.19°03'13"E., 223.84 FEET; THENCE N.27°31'00"E., 170.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.373 ACRES (16,255 SF), MORE OR LESS.

N O T E S

1. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF LAKEWOOD RANCH BOULEVARD, BEING ASSUMED AS N24°18'04"W.
2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.


C E R T I F I C A T I O N

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

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

NOT A SURVEY

SHEET 2 OF 2

ITEM	DATE	BY	QC	STORM EASEMENT	
SKETCH & DESCRIPTION	09-08-16	JT	JDF	Page 10 of 10	
\\US1227-F01\WORKGROUP\2156\ACTIVE\215613364\ADMIN\CORRESPONDENCE\RECEIVED\SURVEY_20160912\4605SD STORM\4605SD STORM.D				 POLARIS ASSOCIATES INC. PROFESSIONAL SURVEYING LB 6113 2165 SUNNYDALE BOULEVARD, SUITE D CLEARWATER, FLORIDA 33765	