WASTEWATER CONNECTION AGREEMENT
for
SILVERSTONE NORTH

Manatee County, Florida
Criteria Development, LLC

THIS WASTEWATER CONNECTION AGREEMENT (the “Agreement”), is made and entered into as of the _____ day of _____________, 2020 (the “Effective Date”), by and between MANATEE COUNTY, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as the “County” or “Manatee County,” and CRITERIA DEVELOPMENT, LLC, an Alabama limited liability company, whose address is 9794 Timber Circle, Daphne, AL 36527, hereinafter referred to as the “Developer.”

RECITALS:

A. Developer is the developer of that certain real property located in Manatee County, Florida, more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

B. The Property has zoning approval from the County for seven hundred ninety-nine (799) single-family residential detached dwellings (the “Project”) pursuant to the authorizations set forth in that certain Manatee County Zoning Ordinance PDR-16-21(Z)(P) dated October 5, 2017, known as “Silverstone” or “Silverstone North;” and

C. Developer has submitted a complete application for Final Site Plan (“FSP”) approval for three hundred ninety-eight (398) single-family detached dwellings (“Phase 1”), which is currently under review by the County; and

D. Developer is required to connect the entire Project to the County’s wastewater collection system for the benefit of the Project; and

E. Multiple developers in the vicinity of the Project are participating in the cost of constructing a 12” force main extension from Willow Walk to the County’s 24” force main on 69th Street East at the Buffalo Creek Golf Course maintenance facility drive entrance, conceptually depicted on Exhibit “B” attached hereto and incorporated herein by reference (the “Force Main Extension”), pursuant to separate and distinct agreements with the County, and such Force Main Extension is needed by the County to provide wastewater service to the Project; and

F. Developer desires to make a temporary connection of one hundred eight (108) single-family detached dwellings (“Phase 1A”) to the County’s existing wastewater collection system at the Willow Walk Pump Station, in advance of the completion of the Force Main Extension; and
G. The County is willing to permit Developer to temporarily connect Phase 1A to the County’s existing wastewater collection system prior to the completion of the Force Main Extension, and to subsequently connect the entire Project (subject to FSP and construction plan approval) to the wastewater collection system on or after October 1, 2020, or once the Force Main Extension is fully constructed, whichever is earlier, if and only if the Developer prepayments its proportionate fair share of the future build-out of the wastewater collection system as a proportionate fair share cost of providing wastewater collection service to the Project, and as advance payment of the Line Capacity Fee, defined herein, adopted by the County; and

H. The County and the Developer wish to enter into this Agreement to establish their mutual rights and obligations with respect to the connection of the Project to the County's existing wastewater collection system.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference as if fully set forth herein.

II. Developer's Obligations.

(A) Wastewater Connection. Connection to the County wastewater collection system is required pursuant to the Manatee County Comprehensive Plan. Developer shall connect the Project to the County’s wastewater collection system, subject to (a) payment of the PFSM Payment as more fully set forth in subsection II(C), below and (b) the following conditions:

i. Developer may temporarily connect no more than one hundred eight (108) single-family detached dwellings (i.e. Phase 1A) approved for the Project to the County’s existing wastewater collection system via the force main located at the south-west corner of the Property flowing to the N1B Master Lift Station, until the Force Main Extension has been fully constructed and placed into service or October 1, 2020, whichever is earlier.

ii. If the Force Main Extension has not been fully constructed by October 1, 2020, Developer shall be permitted to temporarily connect any units that have received FSP and construction plan approval to the County’s existing wastewater collection system in the manner described above in paragraph i.

iii. After the Force Main Extension has been fully constructed and placed into service, subject to FSP and construction plan approval, Developer shall be permitted to connect the entire Project (i.e. all 799 single-family detached dwellings) to the County’s wastewater collection system via the Force Main Extension and shall be required to discontinue the temporary connections authorized above and reconnect the temporarily connected units within the...
iv. The cost of connecting the Project to the County’s wastewater collection system (and reconnecting units pursuant to paragraph iii), including the design, permitting and construction of the connection lines, shall be the responsibility of the Developer.

(B) PFSM Payment/Prepayment of Line Capacity Fee. The County has established a line capacity fee, as a component of the County's facility investment fee ("Line Capacity Fee"), for the wastewater service area in which the Project is located. The Line Capacity Fee constitutes an impact fee adopted in accordance with Section 163.31801, Florida Statutes, to pay the cost of building out the wastewater lines in the service area in accordance with the County's applicable master plan. Without such Line Capacity Fee, the County will lack a fiscally sound mechanism to assure that the Developer and other developers in the wastewater service area pay their proportionate share of the cost of extending wastewater service to the service area. This will result in the County lacking the legally available funds to pay the cost of such build out. Accordingly, the right of the Developer to connect the Project to the County's wastewater system and utilize the system capacity are also subject to and conditional upon compliance with the following:

i. Within ten (10) days of the Effective Date of this Agreement, Developer shall pay $712.00 per single-family dwelling unit (the "PFSM Payment"), for the total number of single-family dwelling units approved for the Project (i.e. 799 single-family dwelling units, for a total payment of $568,888.00) as the Developer's proportionate fair share cost of providing wastewater line capacity for the Project. The Developer's PFSM Payment shall constitute a pre-payment of the adopted Line Capacity Fee such that no additional Line Capacity Fee shall be due from Developer in order to proceed with connecting the Project to the County's wastewater collection system.

ii. Payment of the PFSM Payment by Developer shall automatically reserve wastewater plant and line capacity for the entire Project (799 single-family detached dwellings) in the County’s wastewater collection system. For so long as Developer maintains a valid PSP or FSP approval for the Project, or any portion or phase thereof, Developer shall be entitled to connect to the County's wastewater collection system, and Developer shall not be required to pay any additional Line Capacity Fees or to install any additional improvements as a condition of connecting to the County's wastewater collection system. However, Developer shall connect no more than 108 single-family detached dwellings to the County’s wastewater system until such a time as the Force Main Extension has been completed or October 1, 2020, whichever is earlier. Developer shall be responsible for paying the balance of facility investment fees (net of Line Capacity Fees) pursuant to the County’s Code of Ordinances.

(C) The parties understand and intend that the PFSM Payment and connection of the
Project to the County’s wastewater collection system is to be in conjunction with the development of the Project. In the event that Developer does not proceed with Project, and, therefore, does not connect any of the Project to the County’s wastewater collection system as contemplated by this Agreement, the County, at Developer’s sole election, shall credit the PFSM Payment towards the payment of the Line Capacity Fee for any other development project of the Developer within Manatee County to the extent authorized pursuant to, and in accordance with, Section 2-31-212 of the County’s Code of Ordinances.

III. No Development Rights Conferred. The parties understand, acknowledge, and agree that no approval is given hereby for the development of the Property. Nothing contained in this Agreement shall (i) create any development rights in favor of the Developer or the Property; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the County pursuant to all applicable standards and requirements. All land use authorizations and all development and construction rights and authorizations shall be obtained upon proper application and in compliance with all applicable standards and requirements, including without limitation those set forth in the Manatee County Comprehensive Plan, the Manatee County Land Development Code, the County’s Engineering Standards Manual, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

IV. No Further Obligations. The obligations of the County and Developer are limited to those expressly set forth herein. This Agreement shall not be construed to give rise to any further obligations on the part of the Developer or County, express or implied.

V. Indemnity. To the extent permitted by law, and, in the case of the County, subject to the limitations set forth in Section 768.28, Florida Statutes, each of the parties hereto shall indemnify, defend, save, and hold harmless the other, its officers, agents, and employees from and against all suits, actions, claims, demands, costs, penalties, fines, or liability of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of the indemnifying party, its consultants, contractors, officers, agents, or employees in the performance of this Agreement.

VI. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

VII. Assignment. The County hereby agrees that Developer may assign this Agreement to a subsequent developer or assignee of all or a portion of the Property and that the rights obtained by the Developer under the County land use approvals for the Property may be assigned to a subsequent developer or assignee of all or a portion of the Property without the County’s consent. The County hereby agrees that Developer may assign its rights and the credit contemplated in Section II(C) to any entity to the extent authorized by, and in accordance with, Section 2-31-212 of the County’s Code of Ordinances and Section 1106 of the Land Development Code.
VIII. Remedies. Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance of the other party.

IX. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.

X. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

XI. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

XII. Designation of Representatives; Notices. The parties hereby designate the persons set forth below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request, or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

If to Developer: Criteria Development, LLC
9794 Timber Circle
Daphne, AL 36527
Attention: Paul Uter

With a copy to: Grimes Goebel Grimes Hawkins Gladfelter & Galvano, P.L.
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Kyle W. Grimes, Esquire

If to County: County Administrator / Manatee County
P.O. Box 1000
Bradenton, FL 34206
XIII. **Disclaimer of Third Party Beneficiaries; Joint Venture or Partnership.** This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto. This Agreement shall not be construed to create a joint venture or partnership between the parties hereto.

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

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

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

XVII. **List of Exhibits.** Exhibits attached hereto and incorporated herein by reference are as follows:

| Exhibit “A” | The Property |
| “B” | Force Main Extension |

[SIGNATURES FOLLOW ON NEXT PAGE, REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY

MANATEE COUNTY, a political subdivision of the State of Florida

By its Board of County Commissioners

By: ___________________________
   Chairperson

ATTEST:
Angelina M. Colonneso
Clerk of Circuit Court and Comptroller

By: ___________________________

DEVELOPER:

CRITERIA DEVELOPMENT, LLC, an Alabama limited liability company

WITNESSES:

(Signature)
Print Name: __________________________

By: ___________________________
   (Print name)

(Signature)
Print Name: __________________________

Its: __________________________
DESCRIPTION:
BEGIN AT THE NE CORNER OF SECTION 5, TOWNSHIP 34 SOUTH, RANGE 18 EAST; THENCE S 00°26'03" E, A DISTANCE OF 383.84 FEET; THENCE S 89°33'02" W, A DISTANCE OF 179.18 FEET; THENCE NORTHERLY AND WESTERLY ALONG THE CENTERLINE OF A DITCH THE FOLLOWING 19 COURSES; THENCE N 33°03'33" W, A DISTANCE OF 90.06 FEET; THENCE N 35°45'01" W, A DISTANCE OF 168.07 FEET; THENCE N 50°45'59" W, A DISTANCE OF 89.15 FEET; THENCE N 48°37'03" W, A DISTANCE OF 46.88 FEET; THENCE N 55°38'00" W, A DISTANCE OF 46.64 FEET; THENCE N 62°57'01" W, A DISTANCE OF 96.56 FEET; THENCE N 64°58'57" W, A DISTANCE OF 57.53 FEET; THENCE N 71°59'29" W, A DISTANCE OF 69.10 FEET; THENCE N 78°01'01" W, A DISTANCE OF 61.42 FEET; THENCE N 89°28'40" W, A DISTANCE OF 65.94 FEET; THENCE S 81°46'10" W, A DISTANCE OF 114.52 FEET; THENCE S 79°42'58" W, A DISTANCE OF 76.33 FEET; THENCE S 83°34'04" W, A DISTANCE OF 38.00 FEET; THENCE S 83°25'34" W, A DISTANCE OF 142.65 FEET; THENCE S 89°07'43" W, A DISTANCE OF 127.43 FEET; THENCE S 83°50'40" W, A DISTANCE OF 184.41 FEET; THENCE N 01°52'24" E ALONG THE EASTERLY MAINTAINED RIGHT OF WAY OF ELLENTON GILLETTE ROAD (SR683), A DISTANCE OF 1019.54 FEET; THENCE N 80°50'08" E, A DISTANCE OF 204.45 FEET; THENCE N 06°10'54" E, A DISTANCE OF 536.02 FEET; THENCE N 02°39'02" W, ALONG THE EAST LINE OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 18 EAST, A DISTANCE OF 2540.54 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 5, TOWNSHIP 34 SOUTH, RANGE 18 EAST AND SECTION 32, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

PARCEL 1:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 39 MINUTES 06 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTH ½, 478.58 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 39 MINUTES 06 SECONDS WEST, ALONG SAID WEST LINE, 192.35 FEET TO THE SOUTHWEST CORNER OF SAID NORTH ½; THENCE SOUTH 89 DEGREES 51 MINUTES 51 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NORTH ½, 536.02 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 29 SECONDS EAST, 436.80 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 31 SECONDS WEST, 130.63 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 29 SECONDS EAST, 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ERIE ROAD (SAID SOUTH RIGHT OF WAY LINE DESCRIBED IN O.R. BOOK 892, PAGE 407,
PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 148.62 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 29 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 60.64 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 15 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 51.58 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE GO SOUTH 00 DEGREES 39 MINUTES 06 SECONDS WEST, PARALLEL WITH AFOREMENTIONED WEST LINE OF SAID NORTH 1/2 OF THE SOUTHEAST ¼ OF SECTION 29, A DISTANCE OF 453.58 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 15 SECONDS WEST, 200.00 FEET TO THE SAID POINT OF BEGINNING.

PARCEL 2:

THE SOUTH ½ OF THE SE ¼ OF THE SE ¼ OF SECTION 29, TOWNSHIP 33 SOUTH RANGE 18 EAST, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LESS THAT PART IN THE SE CORNER CONVEYED FOR A CEMETERY MORE PARTICULARLY DESCRIBED IN THAT DEED RECORDED IN DEED BOOK 184, PAGE 367, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SE CORNER OF THE SE ¼ OF THE SE ¼ OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, THENCE WEST ON THE SECTION LINE 420 FEET, THENCE NORTH 210 FEET, THENCE EAST 420 FEET, THENCE SOUTH 210 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

THAT PORTION THEREOF FOR RIGHT-OF-WAY FOR SIM BARCO ROAD CONVEYED TO MANATEE COUNTY AS SHOWN ON ROAD PLAT BOOK 6, PAGE 173 THROUGH 175, INCLUSIVE, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

ALSO LESS:

THAT PORTION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE N00°27'21"E, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN DEED BOOK 184, PAGE 367, OF THE PUBLIC RECORD OF MANATEE COUNTY, FLORIDA, KNOWN AS THE CEMETERY PARCEL; THENCE N89°39'07"W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 52.33 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE AND THE WEST MAINTAINED RIGHT-OF-WAY LINE OF CEMETERY ROAD (SIM BARCO ROAD) AS PER ROAD PLAT BOOK 6, PAGE 173 THROUGH 175 OF PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N01°44'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 251.49 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N01°44'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 111.13 FEET; THENCE N89°42'51"W, 398.74 FEET; THENCE S00°27'21"W, 111.06 FEET; THENCE S89°42'51"E, 402.99 FEET TO THE POINT OF BEGINNING.
ALSO LESS:

THAT PORTION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE N89°39'07"W, ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼, A DISTANCE OF 1006.20 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N89°39'07"W, 348.29 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ½ OF THE SOUTHEAST ¼; THENCE N00°39'06"E, 670.94 FEET TO THE NORTHWEST CORNER OF SAID SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼; THENCE S89°42'51"E, ALONG THE NORTH LINE OF SAID SOUTH ½, A DISTANCE OF 345.99 FEET; THENCE S00°27'21"W, 671.30 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

THAT PORTION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE N00°27'21"E, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN DEED BOOK 184, PAGE 367, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, KNOWN AS THE CEMETERY PARCEL; THENCE N89°39'07"W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 52.33 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE AND THE WEST MAINTAINED RIGHT-OF-WAY LINE OF CEMETERY ROAD (SIM BARCO ROAD) AS PER ROAD PLAT BOOK 6, PAGE 173 THROUGH 175 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N01°44'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N01°44'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 151.49 FEET; THENCE N89°42'51"W, 402.99 FEET; THENCE S00°27'21"W, 150.96 FEET; THENCE S89°39'07"E, 408.77 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 39 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF SAID NORTH ½ 25.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ERIE ROAD FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 39 MINUTES 06 SECONDS WEST ALONG SAID WEST LINE 453.58 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST 200.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 06 SECONDS EAST PARALLEL WITH SAID WEST LINE, 453.58 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ERIE ROAD; THENCE NORTH 89 DEGREES 57 MINUTES 15 SECONDS WEST ALONG SOUTH RIGHT OF WAY LINE 200.00 FEET TO THE SAID POINT OF BEGINNING.
PARCEL 3A:
THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

PARCEL 3B:
THAT PORTION OF LOTS 26 AND 42 OF MECCA PARK COLONY, A SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 192A, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY OF STATE ROAD No. 93 (I-75) AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 915, PAGE 868, SAID PUBLIC RECORDS.

ALL THE ABOVE BEING AND LYING IN SECTIONS 32 AND 33, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.
EXHIBIT “B”
Force Main Extension

See attached.