NORTHEAST QUADRANT
LOCAL DEVELOPMENT AGREEMENT

This LOCAL DEVELOPMENT AGREEMENT ("Development Agreement" or "Agreement") is made and entered into this 10th day of March, 2018, by and between MANATEE COUNTY, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (the "County"), and SMR NORTHEAST, LLC, a Florida Limited Liability Company, whose address is 14400 Covenant Way, Lakewood Ranch, Florida 34202 (the "Applicant").

WITNESSETH:

WHEREAS, Applicant is the owner of a large parcel of land located in Manatee County, Florida, generally known as either the "Northeast Quadrant of Lakewood Ranch" or the "Northeast Sector of Lakewood Ranch" (hereinafter, the "NE Quadrant"), a complete legal description of which is attached hereto as Exhibit "A"; and

WHEREAS, the NE Quadrant has a Manatee County Comprehensive Plan ("Comprehensive Plan") designation of MU-C which allows it to be developed with a variety of land uses and densities and intensities; and

WHEREAS, Applicant holds legal and equitable title to the lands on Exhibit "A"; and

WHEREAS, the Applicant has plans to divide the NE Quadrant into various development tracts, most of which are planned for sale to third-party developers; and

WHEREAS, the descriptions of the various development tracts, with the planned types and numbers of residential units and/or types and square-footage of non-residential uses for each, are described on Exhibit "B" attached hereto (collectively "Projects" and individually a "Project"); and

WHEREAS, in the ordinary course of development each Project would submit its own traffic study for its proposed development which would not best facilitate planning for the area of the County in which the NE Quadrant lies; and

WHEREAS, one traffic study that includes all of the Projects will better analyze the total traffic that will ultimately be produced by the development in the NE Quadrant; and
WHEREAS, the Applicant has therefore submitted a traffic study through projected build-out that includes all of the Projects (the “Build-out Study”), which Build-out Study has been reviewed and approved by the County; and

WHEREAS, the Applicant and the County have determined that it is in their mutual best interests to establish the transportation concurrency requirements for the Project through a unified plan and approach, reflected in the Build-out Study and this Agreement, to satisfy the requirements for transportation concurrency and orderly development set forth in the Comprehensive Plan; and

WHEREAS, the area of the County in which the NE Quadrant lies, is crossed by several planned thoroughfares designated in the Comprehensive Plan as such; and

WHEREAS, the Applicant proposes to construct such planned thoroughfares in advance of the proposed construction of the Projects; and

WHEREAS, the Build-out Study sets forth certain transportation improvements to be completed prior to or in conjunction with the development of the Projects in order to meet County concurrency requirements, and the County’s rules and regulations and Florida Statutes allow for flexibility in favor of broader traffic solutions to satisfy the Applicant’s transportation concurrency requirements, including a proportionate share contribution to cover the Projects’ proportionate share of the costs to construct improvements needed to mitigate the transportation impacts of the Projects; and

WHEREAS, to mitigate the transportation impacts of development of the NE Quadrant, it is the intent of Applicant to design, permit and construct, or cause the construction of, various roadways identified as thoroughfares within the Manatee County Comprehensive Plan (as more particularly defined herein, the “Mitigation Improvements”) and to dedicate the right of way for the Mitigation Improvements (hereinafter “Mitigation Right of Way”) all as more fully specified herein to mitigate the transportation impacts of development in the NE Quadrant; and

WHEREAS, the Mitigation Right of Way and the Mitigation Improvements will be eligible for certain Multimodal Transportation Impact Fee Credits as more fully defined and set forth herein; and

WHEREAS, the Mitigation Improvements and the Mitigation Right of Way contemplated hereunder have been included within this Development Agreement for the purpose
of addressing all aspects of transportation concurrency for the Projects and the provision of adequate public facilities and services needed to support such new development; and

WHEREAS, based in part upon the Build-out Study, the County has made a determination that a Certificate of Level of Service ("CLOS") for transportation cannot be issued for the Projects unless certain improvements and/or proportionate share contributions to the construction of facilities occur in the vicinity of the Projects sites as more fully specified herein; and

WHEREAS, the Manatee County Land Development Code (the "LDC") provides that a CLOS for each of the Projects may be issued contingent upon the payment of proportionate share mitigation and/or construction of the necessary public facilities and services being guaranteed in an enforceable Development Agreement entered into pursuant to Sections 163.3220 through 163.3243, Florida Statutes; and

WHEREAS, in accordance with the applicable Florida Statutes and Section 360.6 of the LDC, the County is authorized to issue a CLOS for a term greater than three (3) years subject to the required public facilities and services being guaranteed in a Development Agreement; and

WHEREAS, to enhance the development value of the NE Quadrant, but not to mitigate the transportation impacts of development of the NE Quadrant, it is the intent of Applicant to design, permit and construct, or cause the construction of, various additional roadways, or additional lanes for a thoroughfare, that are not identified as thoroughfares or are identified as a thoroughfare calling for fewer lanes, within the Manatee County Comprehensive Plan (as more particularly defined herein, the "Applicant-Initiated Improvements", and together with the Mitigation Improvements, the "Quadrant Improvements") and to dedicate the right of way for the Applicant-Initiated Improvements (hereinafter "Applicant-Initiated Right of Way") all as more fully specified herein, for which the Applicant may, if the County amends the Comprehensive Plan to add such Applicant-Initiated Improvements to identify such Applicant-Initiated Improvements as thoroughfares or as thoroughfares with the applicable number of lanes, receive Multimodal Transportation Impact Fee Credits as described herein; and

WHEREAS, the Applicant has proposed to enter into this Development Agreement to exchange rights, responsibilities and benefits, each of which constitutes true and valuable consideration for the other, with respect to the development of the Projects and the dedication and construction of the Quadrant Improvements and associated Mitigation Right of Way and
Applicant-Initiated Right of Way, such that no obligation of the Applicant under this Development Agreement shall be construed as an “exaction” from the Applicant by the County within the meaning of any applicable constitutional or statutory provision or decisional case law regarding the same; and

WHEREAS, pursuant to Section 163.3220, Florida Statutes, et seq., the County is authorized to enter into a Development Agreement; and

WHEREAS, the first and second required public hearings on this Development Agreement were held by the Board of County Commissioners (the “Board”) on March 1, 2018 and March 6, 2018, at which time the Board received the recommendation of the Planning staff, and found this Development Agreement to be consistent with the Comprehensive Plan, and approved this Development Agreement and authorized the Chairman to execute the Development Agreement on behalf of Manatee County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Recitals True and Correct.** The recitals set forth above are true and correct.

2. **Ownership of Land Subject to Development Agreement.** A legal description of the land subject to this Development Agreement (i.e., the Project Sites) is attached hereto as Exhibit “A”. The current legal and equitable owner of the Project Sites is: **SMR Northeast, LLC**, a Florida limited liability company.

3. **Definitions.** As used in this Agreement, the following words, terms, and phrases shall have the meanings ascribed to them here:

   (A) “Concurrence Requirements”: shall mean the dedication or conveyance of lands for public purposes and/or the design and construction of improvements to public facilities (and the payment of proportionate share mitigation in connection therewith) that the Applicant must provide to meet the concurrency requirements of the Land Development Code, the Comprehensive Plan and Florida Statutes.

   (B) “County Administrator”: shall mean the County Administrator or his designee.

4. **Description of Public Facilities.** The following public facilities and services will serve the Projects described in Section 5 below:

   (A) **Potable Water:** The County will provide potable water to each Project in sufficient quantity to serve the Project, as and when actually constructed, via transmission lines and related
facilities to be constructed by the Applicant, except to the extent otherwise agreed by County in a writing approved by the Board of County Commissioners.

(B) **Sanitary Sewer:** The County will provide sanitary sewer service to each Project in sufficient quantity to serve the Projects, as and when actually constructed, via transmission lines and related facilities to be constructed by the Applicant, except to the extent otherwise agreed by County in a writing approved by the Board of County Commissioners.

(C) **Solid Waste:** The County will provide Solid Waste Management Services to each Project to serve the Project, as and when actually constructed, via facilities which are already in place.

(D) **Recreation/Open Space:** Although additional open space and recreational facilities may be provided with the Projects as they are later approved, the Projects will meet concurrency requirements for recreation/open space and will not result in degradation of the adopted level of service due to facilities currently in place.

(E) **Storm Water Management:** With the design and construction of the proposed storm water management facilities on each Project in compliance with Section 801 of the LDC, or as otherwise approved by Manatee County sufficient to meet County development standards and SWFWMD regulations, each Project will meet concurrency requirements for storm water and will not result in degradation of the adopted level of service.

(F) **Transportation:** The construction of the Mitigation Improvements and dedication of the Mitigation Right of Way by the Applicant will satisfy the Concurrency Requirements for transportation for the Projects in the densities and intensities set forth in **Exhibit “B”**.

5. **Description of Development Uses; Changes.** The Projects shall be developed using the development uses and densities (and in the case of commercial uses, square footage) geographically assigned to the Property as set forth on **Exhibit “B”** attached hereto and made a part hereof (referred to herein as the “Projected Development Uses”). The parties recognize that approval has not yet been granted for the Projects and the Projected Development Uses, each of which must undergo approval through the County’s normal zoning and site plan approval process. This Agreement is not intended, and shall not be construed, to obligate the County to grant an approval of a zoning change, site plan or any other approval for a Project that requires the exercise of the County’s police powers.
(A) **Changes to Projects.** The County and Applicant recognize that the following changes may occur in the future as the Projects proceed with development:

(i) Exchanges of development uses within Projected Development Uses assigned to a Project as provided in Section 5(B) (hereinafter “Development Exchanges” or individually a “Development Exchange”);

(ii) Transfers of Projected Development Uses between Projects as provided in Section 5(C) (hereinafter “Development Transfers”); and

(iii) Increases in development uses over and above the Projected Development Uses as provided in Section 5(D) (hereinafter “Development Increases”).

Each of the foregoing changes shall be governed by this Section 5.

(B) **Development Exchanges.** The developer of a Project may exchange development uses within the Project, upon County approval as provided in the LDC, consistent with the exchange matrix attached hereto as Exhibit “E”. So long as such Development Exchange does not result in an increase in development over and above the Projected Development Uses assigned to that Project (inclusive of any Development Exchange within that Project authorized by the exchange matrix), no additional transportation CLOS or mitigation of transportation impacts shall be required as a result of such Development Exchange. The exchange may result in the need to review the CLOS for other concurrency components if the exchange results in added impacts for such components.

(C) **Development Transfers.** The Applicant, and only the Applicant, may transfer development uses from one or more Projects to one or more other Projects, by delivering a notice of intent to make such transfer, together with a revised map of the development uses in the form of Exhibit “B”, to the County. A Development Transfer shall not result in a net increase in the Projected Development Uses reflected on Exhibit “B”. The County’s Planning Director shall have the authority to administratively approve such Development Transfers without the necessity of amending this Agreement. The Planning Director shall maintain on file a revised map reflecting any Development Transfers administratively approved by the County. The approval of a Development Transfer shall not relieve the Applicant or any successor developer of the need to receive zoning and site plan approval of a Project, or an amendment thereto, pursuant to County rules, regulation and procedures. So long as such Development Transfer does not result in an increase in development over and above the aggregate Projected Development Uses in the NE
Quadrant, the approval of such a Development Transfer shall not be unreasonably withheld, and no additional CLOS shall be required as a result of such Development Transfer.

(D) Development Increases. The owner or developer of a Project may propose a Development Increase pursuant to the County’s rules, regulation and procedures, that results in an increase in the development uses for the Project over and above the Projected Development Uses assigned to the Project. If such a Development Increase is approved for a Project, any additional impacts for any components for which the CLOS has been issued resulting from Development Increases shall be addressed at that time in the manner then provided by the rules and regulations of the County, which may require a separate traffic or other impact analysis for the Project, and may result in additional Concurrency Requirements to mitigate the transportation impacts resulting from the Development Increase.

6. Proportionate Share Mitigation (PSM) and Applicant-Initiated Improvements.

(A) PSM for Concurrency Impacts. The Build-out Study determined that the Projects’ cumulative proportionate share of transportation improvements needed to maintain the assigned level of services for County transportation infrastructure is $49,092,652.00. Pursuant to and in accordance with Section 163.3180, Florida Statutes, the Applicant shall satisfy the Concurrency Requirements for transportation for the Projects through the design, permitting and construction of the Mitigation Improvements and the dedication of the Mitigation Right of Way as provided in Section 6(B), below. The dedication of the Mitigation Right of Way and the construction of the Mitigation Improvements made pursuant to this Section 6 shall fully and completely satisfy the Applicant’s responsibility for providing mitigation of roadway impacts resulting in concurrency for the Projects in the densities and intensities set forth in Exhibit “B”, as required pursuant to Section 163.3180, Florida Statutes, the Comprehensive Plan and the LDC. The developer of each Project may be required to complete additional improvements for the purpose of providing access to its Project and/or for safety purposes, and to address any additional transportation impacts resulting from Development Increases pursuant to Section 5(D). Based upon the Total Projected Mitigation Improvements Cost (as defined in Section 6(B)), the parties acknowledge that the Mitigation Improvements and the Mitigation Right of Way qualify to meet the requirements of proportionate share mitigation as the costs of those portions of the Mitigation Improvements and the Mitigation Right of Way that meet this requirement exceed the Projects’
proportionate share of the road improvements needed to support the development of the Projects as set forth in the Build-out Study.

(B) Mitigation Improvements. The Applicant shall construct and dedicate, or cause to be constructed and dedicated, or in the case of item (iii), dedicate or cause to be dedicated, the following Mitigation Improvements (collectively referred to herein as the “Mitigation Improvements”) to mitigate the transportation impacts of the Project Development Uses in the NE Quadrant:

(i) Construct Uihlein Road (a.k.a. 172nd Street East) from its current northern terminus at the north end of the Lakewood National development to SR 64 as a four-lane divided roadway within a 120-foot right of way as depicted on Exhibit “D” attached hereto (the “Uihlein Improvement”);

(ii) Construct 44th Avenue East Extension from Lorraine Road to Bourneside Boulevard as a four-lane divided roadway within a 120-foot right of way as depicted on Exhibit “D” (the “44th Avenue Improvement”); and

(iii) Dedicate 120 feet of right of way for Bourneside Boulevard from the northern entrance of Lakewood National to SR 64 to accommodate build-out as a four-lane divided roadway within a 120-foot right of way as depicted on Exhibit “D” (the “Bourneside Improvement”). (The construction of Bourneside Boulevard as a two-lane road shall not be considered a Mitigation Improvement because it serves as site-related access for the NE Quadrant).

The cost of the design, permitting and construction of the non-site related portions of the Mitigation Improvements, exclusive of the value of dedicated road right of way, for purposes of this Agreement is projected to be $48,568,343.00 based on FDOT standards (the “Projected Mitigation Improvements Cost”). The value of the non-site related portions of the Mitigation Right of Way, using standard County estimation methods is agreed by the parties to be $6,608,380.00 (the “Mitigation Right of Way Value”). (The Projected Mitigation Improvements Cost and the Mitigation Right of Way Value are collectively referred to as the “Total Projected Mitigation Improvements Cost” and total $55,176,723.00). The Mitigation Improvements and the Mitigation Right of Way will serve the needs of, and address the transportation impacts created by, the Projects.
(C) Applicant-Initiated Improvements. The Applicant shall construct and dedicate, or cause to be constructed and dedicated, the following additional improvements (collectively referred to herein as the "Applicant-Initiated Improvements" and collectively with the Mitigation Improvements, the "Quadrant Improvements"):

(i) Rangeland Parkway from Lorraine Road to Bourneside Boulevard as a four-lane divided roadway within a 120-foot right of way as depicted on Exhibit "D" (the "Rangeland Improvement"); and

(ii) Bourneside Boulevard as a two-lane roadway within the right of way dedicated pursuant to Section 6(B)(iii) above.

(iii) Post Road, as a four-lane facility with a 120-foot right of way, from its current terminus at 59th Avenue East to Rangeland Parkway as depicted on Exhibit "D" (the "Post Road Improvement").

The Applicant has committed to the Applicant-Initiated Improvements at its own initiative for purposes of enhancing the development value of the NE Quadrant. Nevertheless, the Applicant may be eligible to receive Multimodal Transportation Impact Fee Credits for the Applicant-Initiated Improvements in Section 6(C)(i) and (iii) above pursuant to Section 8(A) hereof. The Multimodal Transportation Impact Fee Credits for construction of such Applicant-Initiated Improvements and dedication of the right of way for such improvements (the "Applicant-Initiated Right of Way" and collectively with the Mitigation Right of Way, the "Quadrant Improvements Right of Way") shall be determined pursuant to Section 8(A) hereof.

(D) Construction and Dedication. The engineering and construction of the Quadrant Improvements shall comply with Manatee County standards for the construction of such roadways. The Applicant has delegated the obligation to construct the Quadrant Improvements to the Lakewood Ranch Stewardship District ("District") and the District will be constructing the Quadrant Improvements. The Applicant shall cause the District to begin the design and permitting of the Quadrant Improvements upon the Effective Date and shall continue with the permitting and construction thereafter to diligently pursue the construction with a target date of completion of two (2) years after the Effective Date and a required completion date of three (3) years from the County approval of the zoning for the first Project, subject to reasonable extensions for events beyond the control of the Applicant. Provided the District diligently pursues such construction, failure to meet the target date shall not be a breach of this
Development Agreement. Failure to complete and dedicate the Mitigation Improvements (but not the Applicant-Initiated Improvements) by the required completion date shall result in a suspension of the CLOS for all Projects until completed. Upon completion of the Quadrant Improvements, the Applicant shall dedicate the Quadrant Improvements Right of Way to the County. Notwithstanding that the obligations of the Applicant to design, permit and construct the Quadrant Improvements shall be performed on behalf of the Applicant by the District, the Applicant shall remain directly responsible to the County for the performance of such obligations under this Agreement.

(F) **Stormwater Ponds.** In this Agreement, any reference to the construction of a roadway as part of the Quadrant Improvements shall include the construction of stormwater ponds required by such roadway. Likewise, in this Agreement, any reference to dedication of Quadrant Improvements Right of Way as part of the Quadrant Improvements is intended to also include the dedication of the necessary public flowage and retention easement to the County over any stormwater pond constructed with the roadway. Such easement shall be in forms generally used in the past by the parties, including the right of the Applicant to relocate or expand the stormwater pond at its sole expense provided its function is maintained.

(F) **Site-Related Improvements.** This Agreement does not govern the construction or dedication of site-related improvements for the NE Quadrant or the Projects. Such site-related improvements shall be constructed and dedicated pursuant to and in accordance with the County’s LDC and Comprehensive Plan.

7. **CLOS.**

(A) **CLOS Issuance.** Upon approval of a site plan that allows for the issuance of a CLOS for a Project, or portion of a Project, in accordance with Section 5, such Project shall be issued a CLOS for transportation, recreation/open space, solid waste, and storm water (provided each Project, either initially or when and as changed, designs its stormwater as set forth in Section 4(E) above) as further set forth in this Section 7. No CLOS is being issued pursuant to this Development Agreement for Potable Water, Sanitary Sewer or Schools. Nothing herein is intended to be approval of any of the Projects, nor a contract to approve any Project. The approval of each Project is subject to approval by the County pursuant to the provisions of the LDC. The Applicant or a successor developer of a Project shall be eligible for a CLOS pursuant
to this Development Agreement for only the Projected Development Uses and only if in compliance with the Development Agreement.

(B) **Extended CLOS.** Because of the substantial private contribution to the County’s infrastructure made by the Applicant pursuant to this Agreement, and in consideration of the transfer of impact fee credits to the County, ample time is necessary to complete construction of the Projects to provide the Applicant with a reasonable opportunity to develop the Projects. Therefore, as additional consideration for the construction of the Mitigation Improvements and dedication of Mitigation Right of Way, and the transfer to the County of Multimodal Transportation Impact Fee Credits, the CLOS for each Project shall have an expiration date on the earlier of: (i) December 31, 2032, or (ii) ten (10) years from the date of issuance of the CLOS for the Projected Development Uses for that Project, for the public facilities and services covered by this Agreement (transportation, recreation/open space, solid waste, and storm water).

(C) **Effect of Changes to Projects.** The County shall apply its concurrency management rules and regulations to changes to the Projects as follows:

(i) Development Exchanges pursuant to **Section 5(B)** and Development Transfers pursuant to **Section 5(C)** shall not result in any need of Applicant or its successor developers to undertake additional traffic impact analyses or additional Mitigation Improvements. The County shall reserve available capacity on the County’s roads network (inclusive of the Mitigation Improvements) for the Projected Development Uses in order to comply with this Section.

(ii) Development Increases pursuant to **Section 5(D)** may result in a requirement for Applicant or a successor developer to undertake additional traffic impact analyses or additional Mitigation Improvements to account for such Development Increases, which the County may include as conditions to a CLOS. The County shall not reserve available capacity on the County’s roads network (inclusive of the Mitigation Improvements) for Development Increases, but shall make it available to Project developers, together with any other development in the County, in accordance with its concurrency management system.

(D) **CLOS Conditions.** Each CLOS shall be conditioned upon the Applicant complying with the terms of this Agreement and shall be effective for each Project upon approval of each such Project. A CLOS for potable water, sanitary sewer, and schools shall be
issued separately, and the expiration of a CLOS for such facilities, as well as any and all other public facilities, shall coincide with the expiration date set forth herein.

(E) Site-Related CLOS Conditions. The County reserves the right to impose conditions on each CLOS for each Project requiring the construction and dedication of site-related improvements in accordance with the County’s LDC and Comprehensive Plan.

8. Granting of Impact Fee Credits.

(A) Impact Fee Credits. The Multimodal Transportation Impact Fee Credits awarded pursuant to this Section shall be referred to herein as the “NE Quadrant Multimodal Transportation Impact Fee Credits”.

1. By the terms of this Agreement, the Applicant has agreed to dedicate the Mitigation Right of Way and construct the Mitigation Improvements. These dedications and improvements are to the thoroughfare network and eligible for Multimodal Transportation Impact Fee Credits as provided under County rules and regulations. The County shall grant Multimodal Transportation Impact Fee Credits as follows:

(i) Upon dedication of the Mitigation Right of Way for the Mitigation Improvements, the Applicant shall be granted Multimodal Transportation Impact Fee Credits equal to fifty-eight percent (58%) (reflecting the portion that is non-site related) of the Mitigation Right of Way Value.

(ii) Upon construction of the Mitigation Improvements, the Applicant shall receive Multimodal Transportation Impact Fee Credits equal to fifty-eight percent (58%) (reflecting the portion that is non-site related) of the Actual Improvements Cost (as defined in and determined pursuant to Section 8.(A)3) for the Uihlein Improvement and the 44th Avenue Improvement.

(iii) No Multimodal Transportation Impact Fee Credits will be given for the Actual Improvement Cost for the construction of the two lanes of Bourneside Road for the reasons stated in Section 8(B)(iii).

2. By the terms of this Agreement, the Applicant has agreed to dedicate the Applicant-Initiated Right of Way and construct the Applicant-Initiated Improvements. If and only if the County amends the Comprehensive Plan to include each Applicant-Initiated Improvements in the Thoroughfare Plan, the County shall grant Multimodal Transportation Impact Fee Credits as follows:
(ii) The County shall award Multimodal Transportation Impact Fee Credits for fifty-eight percent (58%) (reflecting the portion that is non-site related) of the Actual Improvement Costs (as defined in and determined pursuant to Section 8(A)3) of the Rangeland Improvement and for fifty-eight percent (58%) (reflecting the portion that is non-site related) of the Applicant-Initiated Right of Way Value (determined pursuant to Section 8(A)4) for the Rangeland Improvement, if and only if the County elects in its legislative discretion to amend the Manatee County Comprehensive Plan to include Rangeland Parkway as a four-lane facility with a 120-foot right of way on the Thoroughfare Plan pursuant to Section 8(A)5.

(ii) The County shall award Multimodal Transportation Impact Fee Credits for one hundred percent (100%) (reflecting that this not a site related improvement) of Actual Improvement Costs (as defined in and determined pursuant to Section 8(A)3) of the Post Road Improvement and one hundred percent (100%) of the Applicant-Initiated Right of Way Value for the Post Road Improvement (determined pursuant to Section 8(A)4) if and only if the County elects in its legislative discretion to amend the Manatee County Comprehensive Plan to include the Post Road Improvement as a four-lane facility with a 120-foot right of way on the Thoroughfare Plan pursuant to Section 8(A)5.

3. For purposes of this Agreement, “Actual Improvements Costs” shall mean (i) engineering costs for design, permitting and engineering and (ii) the actual costs incurred by Applicant reasonably related to the construction of the Quadrant Improvements. Such Actual Improvement Costs shall be determined in accordance with the County’s rules and regulations based upon:

(i) The District constructing each Quadrant Improvement in conformance with statutory requirements for awarding the construction contract;

(ii) Detailed invoices and documentation acceptable to Manatee County, to include copies of checks, canceled checks, wire transfer instructions, and other verification reasonably necessary to identify Actual Improvement Costs incurred and funded by Applicant;

(iii) The engineer’s final completion certification, and acceptance of construction by County; and
(iv) Acceptable as-built plans.
Acceptance of constructed Quadrant Improvements by Manatee County shall not be unreasonably withheld or delayed. The County shall not award Multimodal Transportation Impact Fee Credits to Applicant for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.

4. Upon completion of construction, Applicant intends to transfer the Applicant-Initiated Improvements to the County. If one or both Applicant-Initiated Improvements are added to the Thoroughfare Plan pursuant to Section 8(A)4, and the Applicant is granted Multimodal Transportation Impact Fee Credits pursuant to Section 8(A)1, the award of credits for the of Applicant-Initiated Right of Way Value for the right of way shall be determined based on an underlying land value of $100,000 per acre.

5. The Post Road Improvement and Rangeland Parkway are designed to further the thoroughfare plan for the County. Neither the Post Road Improvement nor Rangeland Parkway (as a four-lane roadway) are currently included in the Thoroughfare Plan set forth in the Comprehensive Plan. The County agrees to process one or more amendments to the Thoroughfare Plan to add the Post Road Improvement and Rangeland Parkway (as a four-lane roadway), and to schedule such amendments for consideration by the Planning Commission and Board. This Agreement is not intended, and shall not be construed, to bind the County in the exercise of governmental legislative discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and conducting the required public hearings for such an amendment to the Comprehensive Plan. Neither this Section nor any other provision of this Agreement shall be construed to obligate the County (i) to transmit to the Florida Department of Economic Opportunity, or (ii) to adopt the amendments to the Comprehensive Plan. The Applicant acknowledges and agrees that the County retains the legislative discretion to choose not to add one or both of the Post Road Improvement and/or Rangeland Parkway (as a four-lane roadway) in the Thoroughfare Plan, in which case the Applicant shall not be entitled to receive Multimodal Transportation Impact Fee Credits or other compensation for the dedication of right of way or costs of design, permitting and construction of such roads or road improvements.

6. This Agreement shall constitute an application for Multimodal Transportation impact fee credits pursuant to Section 1106.3 of the LDC. The County's Impact Fee Administrator shall authorize and award Multimodal Transportation Impact Fee Credits for
all of the Mitigation Improvements (to include Rangeland Parkway and the Post Road Improvement if and only if they are added to the Thoroughfare Plan pursuant to Section 8(a)4)) at one time following the dedication and acceptance of the last improvement.

7. The County shall award Multimodal Transportation Impact Fee Credits for stormwater facilities constructed with easements dedicated as part of Quadrant Improvements and Quadrant Improvements Right of Way eligible for such credits. If such ponds are only for the associated roadway then the Multimodal Transportation Impact Fee Credit shall be equal to the applicable percentage set forth above of the cost of the pond. To the extent that roadway stormwater capacity is provided in ponds used for both roadway and development stormwater needs (“dual-use pond”), the percentage of a dual use pond’s capacity attributable to roadway needs may vary depending on the design of the pond. Therefore, the County shall award Multimodal Transportation Impact Fee Credits only for the percentage of the pond designed for the roadway times the applicable percentage set forth above for the roadway.

8. No Multimodal Transportation Impact Fee Credits shall be awarded for site-related improvements required for Projects or the NE Quadrant, pursuant to the County’s LDC and Comprehensive Plan.

9. Notwithstanding the foregoing provisions, the total amount of Multimodal Transportation Impact Fee Credits awarded pursuant to this Agreement shall not exceed $42,500,000.00, reflective of the Applicant’s assumption of risk of increases in cost of construction that are beyond the control of the County.

(B) Return of Impact Fee Credits. SMR North 70, LLC, a company affiliated with Applicant (“SMR North 70”) currently possesses other Multimodal Transportation Impact Fee Credits pursuant to Northwest Sector/Lakewood Centre Local Development Agreement (defined therein as “Surplus Credits”) with the right to use such Surplus Credits for limited purposes, including the extension of a CLOS in projects within the area such as the Projects, by assignment of some or all of the Surplus Credits to the owner/developer of such projects. SMR North 70, as of the Effective Date of this Agreement (as hereinafter defined), has assigned Surplus Credits to the Applicant in the amount of $7,438,900 (“NE Quadrant Surplus Credits”). In consideration of the obligations of the County pursuant to this Agreement, the Applicant hereby transfers back to the County such NE Quadrant Surplus Credits so that the County can use the impact fees such credits would otherwise offset towards other improvements needed to the thoroughfare network.
within the same impact fee benefit district.

9. Use of Impact Fee Credits:

   (A) Timing.

   1. The Applicant agrees to defer the use of the NE Quadrant Multimodal Transportation Impact Fee Credits for the uses allowed in Section 9(B) below to coincide with the need for the additional lanes based on amount of development identified pursuant to issuance of a building permit as set forth on Exhibit "F". The Applicant shall not be allowed to use Multimodal Transportation Impact Fee Credits (except as provided in Section 9(B)2) awarded for a particular Quadrant Improvement or Quadrant Improvements Right of Way until the number of building permits issued within the NE Quadrant reaches the threshold specified for such Improvement or Right of Way set forth on Exhibit "F". The County shall provide the Applicant annually its records of the permits that have been issued in the NE Quadrant, beginning two years from the date of this Agreement. Once the amount of development permitted has reach 7,000 ERU's, the County shall supply such information twice a year. The Applicant shall include the amount of development permitted with the monitoring report set forth in Section 11.

   2. Notwithstanding the provisions of Section 9(A)1, and in addition to those provisions in Section 8(A)5, the County shall provide Multimodal Transportation Impact Fee Credits for the Post Road Improvement and the segment of Rangeland Parkway from Uihlein Road to Bourneside Boulevard only if the need for four lanes is established pursuant to actual traffic counts prior to Buildout (as defined below) of all Projects.

   (B) Uses.

   1. Until the development in the NE Quadrant achieves Buildout, as defined below, the NE Quadrant Multimodal Transportation impact fee credits issued pursuant to Section 8(A), above, shall be used only as set forth in:

      (i) LDC Section 1106.2.B.1 (offset impact fees owed), but only if used by Applicant or an Affiliate of Applicant; and

      (ii) LDC Section 1106.2.B.2 (refund of impact fees paid)

   only for development within the Projects (subject to Section 9(C)), and only in accordance with the timing in Section 9(A). Applicant may not assign such credits to a third party (i.e. not an affiliate) pursuant to LDC Section 1106.2.B.1 or LDC Section 1106.2.B.3.
2. At any time, the NE Quadrant Multimodal Transportation Impact Fee Credits issued pursuant to Section 8(A), above, may be used as set forth in LDC Section 1106.2.C (proportionate share payments). Therefore, Applicant may use the NE Quadrant Multimodal Transportation Impact Fee Credits as proportionate fair share contributions to obtain further extensions of the CLOS for the Projects or for use of mitigation or extension of the CLOS on other development in the impact fee benefit district, subject to County approval of an amendment to this Agreement or through a separate agreement.

(C) **Credit Surpluses.** Upon Buildout of the NE Quadrant, Applicant may use the NE Quadrant Multimodal Transportation Impact Fee Credits for any uses as provided in LDC Section 1106 within the benefit district (inclusive of any amendments to the LDC to expand the benefit district). For purposes of this agreement, Buildout shall mean that an FSP for each and every of the Projects has been approved and a cumulative total of ninety five percent (95%) of the actual development approved in all of the Projects in the aggregate (based on ERU’s) has received a building permit.

(D) **Changes to Concurrency Management System.** So long as the County maintains a concurrency management system ("CMS") that requires transportation concurrency approval in order to proceed with development, Applicant shall be entitled to use the Multimodal Transportation Impact Fee Credits as provided in Section 9(B)2. above. In the event the County changes its CMS (for example, through the discontinuance of impact fees in favor of mobility fees, or with a system that does not require transportation concurrency approval in order to proceed with development) such changes shall not be used as a basis to deprive Applicant of the value of the Multimodal Transportation Impact Fee Credits as contemplated in this Section 9, or to otherwise prevent Applicant from continuing with extended development upon paying the then impact fees or mobility fees as they then become due. In the event the County adopts a fee in lieu of multimodal impact fees, the Multimodal Transportation Impact Fee Credits will be a credit against such fees consistent with the use and timing set forth in this Section 9.

10. **Control by Applicant.** Notwithstanding anything to the contrary herein, the parties agree that the right to request and receive Development Transfers pursuant to Section 5(C), and the right to receive and use the NE Quadrant Multimodal Transportation Impact Fee Credits pursuant to Sections 8 and 9, are reserved solely to the Applicant, and shall not be assigned, transferred or exercised by any other parties, specifically including any subsequent
purchaser of a Project. No developer of a Project (other than Applicant, if Applicant or its affiliate is the developer) may (i) request or receive approval of a Development Transfer, or (ii) claim the right to use any of the NE Quadrant Multimodal Transportation Impact Fee Credits to pay for its impact fees, nor may any such developer receive a reimbursement of paid impact fees from such credits. The Applicant shall record in the official records of the County a notice of this Agreement, substantially in form of Exhibit “G”, and shall further secure from each developer that purchases a Project Site, a written acknowledgement at the time of conveyance of the Project that the Project Site is subject to this Agreement and that SMR retains certain rights relative to exchanges of uses and of rights to and uses of, impact fee credits.

11. Monitoring. During the term of this Development Agreement the Applicant shall file an annual monitoring report relating to the Property and the Projects with the County's Planning Director consistent with the requirements of Chapter 10 of the LDC. If requested, the first such report shall be filed one year from the effective day of this Development Agreement as defined herein.

12. Concurrency Findings. The Concurrency Requirements of the Comprehensive Plan and LDC will be met for the Projects regarding the public facilities and services described in Section 4 above, provided the terms and conditions of this Development Agreement are undertaken and performed by Applicant.

13. Permits Required. The following is a description of all local development permits approved or needed to be approved for each of the Project Sites:

- Zoning and general Development Plan or Preliminary Site Plan
- One or more Final Site Plans;
- One or more Preliminary Plats;
- One or more Final Plats;
- One or more Access and Driveway Permits;
- One or more Construction Plan approvals;
- One or more Building Permits; and
- One or more Certificates of Occupancy or of Completion.

14. Omission from Development Agreement. The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Applicant of the necessity of complying with the law, including without implied limitation the
applicable provisions of the County's Comprehensive Plan or Land Development Code, governing said permitting requirements, conditions, terms, or restrictions.

15. **Disclaimer of Joint Venture.** Applicant and County represent that by the execution of this Development Agreement it is not the intent of the parties that this Development Agreement be construed or deemed to represent a joint venture or common undertaking between County and Applicant, or either, with any third party. While engaged in carrying out and complying with the terms of this Development Agreement, Applicant is an independent principal and not a contractor for or an officer or employee of County. Applicant shall not at any time or in any manner represent that it or any of its agents or employees are employees of County.

16. **Successors in Interest.** The burdens of this Development Agreement shall be binding upon, and the benefits shall inure to, all successors in interest to the parties to the Development Agreement including all mortgagees to the parties to this Development Agreement. Notwithstanding anything in this Development Agreement to the contrary, the County shall have no responsibility or liability for any obligations of Applicant under this Development Agreement, and the County does not assume any obligations to or for Applicant.

17. **Amendments.** All amendments to this Development Agreement, including any such amendments extending the term of the Development Agreement, shall be ineffective unless reduced to writing and executed by the County and Applicant, in accordance with Sections 163.3237 and 163.3229, Florida Statutes. Notwithstanding the foregoing, an amendment to **Exhibit “B”** pursuant to **Section 10** above, does not require a hearing pursuant to Sections 163,3237 and 163.3229, but only approval by the Board of County Commissioners at a public meeting, as an amendment is to carry out the provisions of this Agreement.

18. **Applicable County Ordinances and Codes.** In accordance with Section 163.3233, Florida Statutes, and Section 350 of the LDC, the codes, policies, and ordinances of the County governing the development of the Projects upon the date of execution of this Development Agreement shall govern the development of the Projects for the duration of this Development Agreement. Prior to the termination of this Development Agreement in accordance with **Section 27** hereof, County may apply codes, policies, and ordinances adopted subsequent to the execution hereof to the Projects only if County has held a public hearing and made the determinations required by the above cited Florida Statute and LDC provision.
19. **Recording of this Agreement.** The Clerk of the Circuit Court of Manatee County, as Clerk to the Board of County Commissioners (the “Clerk”) shall record this Development Agreement in the Public Records of Manatee County, Florida, no later than fourteen (14) days after the execution of this Agreement by all parties. Applicant shall bear the expense of recording this Agreement.

20. **Applicable Law 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.

21. **Severability.** In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such 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 Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, 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.

22. **Entire Agreement.** This Development Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein and supersedes 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.

23. **Parties Drafted Equally.** The County and Applicant agree that both parties have played an equal and a reciprocal part in drafting this Agreement. Therefore no provision of this Agreement shall be construed by a Court or judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.

24. **Notices.** All notices, demands, requests for approvals or other communications given by either party to another shall be in writing and shall be sent by registered or certified
mail, postage prepaid, return receipt requested or by a recognized national overnight courier service, or by hand delivery to the office of each party indicated below and addressed as follows:

To Applicant: SMR Northeast, LLC
14400 Covenant Way
Lakewood Ranch, Florida 34202
Attn: Rex E. Jensen

With a Copy to: Caleb J. Grimes, Esq.
Grimes Goebel Grimes Hawkins Gladfelter & Galvano P.L.
1023 Manatee Avenue West
Bradenton, Florida 34205

To County: County Administrator
Manatee County
P.O. Box 1000
Bradenton, FL 34206

With Copies to: Director, Building & Development Services Department
Manatee County
P.O. Box 1000
Bradenton, FL 34206

County Attorney
Manatee County
P.O. Box 1000
Bradenton, FL 34206

25. Survival of Warranties, Representations. The warranties, representations, covenants and obligations of the parties hereto shall be binding upon the parties and their respective successors in interest.

26. Effective Date. This Agreement shall not become effective until (i) it has been executed by all parties, and (ii) it has been recorded in the Public Records of Manatee County, Florida, at the expense of Applicant.

27. Termination. This Development Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

(A) The full performance by all parties hereto of each and every one of their respective obligations arising under the terms of this Development Agreement.
(B) The expiration of thirty (30) years from the effective date of this Agreement, as defined in Section 26 above.

(C) The revocation of this Development Agreement by the Board in accordance with Section 163.3235, Florida Statutes.

(D) The execution of a written agreement by all parties, or their successors in interest, providing for the cancellation and termination of this Development Agreement.

28. **List of Exhibits.**

A. Legal Description of NE Quadrant subject to this Development Agreement.

B. Depiction of Projects and Entitlements.

C. No Exhibit C

D. Depiction of Mitigation Right of Way and Mitigation Improvements.

E. Exchange Matrix within a Project.

F. Timing of Use of Multimodal Transportation Impact Fee Credits.

G. Notice to Purchasers

**WHEREFORE**, the parties hereto have executed this Agreement as of the date set forth above.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: ______________
Chairman

ATTEST: ANGEL COLONNESSO,
Clerk of the Circuit Court

By: ______________
Deputy Clerk

Date: 3/4/18
WITNESSES:

Deborah A. Cooper

Print name:

Susan Chaney-Prancevic

Print name:

SMR NORTHEAST, LLC, a Florida limited liability company

By: Schroeder-Manatee Ranch, Inc., a Delaware corporation, as its sole member

By: Rex E. Jensen, President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 5 day of MARCH, 2018, by Rex E. Jensen, as President of Schroeder-Manatee Ranch, Inc., a Delaware corporation, as the sole member of SMR Northeast, LLC, a Florida limited liability company on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification.

Notary Public:

Susan Chaney-Prancevic

L:\SMR\land use\NE Quadrant\LDA for entire site\LDA drafts\LWR NE Quadrant LDA (Final Clean 02282018).doc
EXHIBIT A
Page 1 of 11

DESCRIPTION:

LANDS OF SMR NORTHEAST, LLC LYING NORTH OF STATE ROAD 70, EAST OF LORRAINE ROAD AND SOUTH OF STATE ROAD 64, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

ALL OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR "STATE ROAD 64" AND LESS THE FOLLOWING:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE S00°12'39"W, ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 2295.62 FT.; THENCE N89°47'21"W, PERPENDICULAR WITH SAID EAST LINE, A DISTANCE OF 181.19 FT. FOR A POINT OF BEGINNING; THENCE N89°46'31"W, 466.69 FT.; THENCE S00°13'29"W, 466.69 FT.; THENCE S89°46'31"E, 466.69 FT.; THENCE N00°13'29"E, A DISTANCE OF 466.69 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

AND ALSO LESS THE FOLLOWING:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE S00°12'39"W, ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 50.00 FT. TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 64, AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAPS, SECTION 1305-250; THENCE N89°09'26"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 402.57 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE N89°09'26"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY, 158.04 FT.; THENCE S21°00'16"W, 550.64 FT. THENCE S00°00'00"W, 142.75 FT.; THENCE S90°00'00"E, A DISTANCE OF 448.82 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N77°53'02"E, A DISTANCE OF 2158.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°55'26", A DISTANCE OF 486.77 FT. TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N00°48'28"E, A DISTANCE OF 120.44 FT. TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°57'54", A DISTANCE OF 78.51 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

AND ALSO LESS THAT PART OF THE FOLLOWING LYING WITHIN SECTION 1:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE S89°17'34"E, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 4024.90 FT.; THENCE S00°42'26"W, PERPENDICULAR WITH SAID NORTH LINE, A DISTANCE OF 2672.10 FT. FOR A POINT OF BEGINNING; THENCE S00°11'44"W, A DISTANCE OF 984.01 FT. TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S14°39'04"W, A DISTANCE OF 300.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°12'40", A DISTANCE OF 461.87 FT.; THENCE S89°38'49"E, 1848.07 FT.; THENCE S03°27'52"W, 120.49 FT.; THENCE S89°38'49"E, 128.71 FT.; THENCE N27°05'20"E, 1620.70 FT.; THENCE N89°24'01"W, A DISTANCE OF 2920.88 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTIONS 1 & 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTION 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR "STATE ROAD 64".
TOGETHER WITH:

THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH 1/2 OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

LESS THAT PART OF THE FOLLOWING LYING WITHIN SECTION 2:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE S89°17'34"E, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 4024.90 FT.; THENCE S00°42'26"W, PERPENDICULAR WITH SAID NORTH LINE, A DISTANCE OF 2672.10 FT. FOR A POINT OF BEGINNING; THENCE S00°11'44"W, A DISTANCE OF 984.01 FT. TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S14°39'04"W, A DISTANCE OF 300.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°12'40", A DISTANCE OF 461.87 FT.; THENCE S89°38'49"E, 1848.07 FT.; THENCE S03°27'52"W, 120.49 FT.; THENCE S89°38'49"E, 128.71 FT.; THENCE N27°05'20"E, 1620.70 FT.; THENCE N89°24'01"W, A DISTANCE OF 2920.88 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTIONS 1 & 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY MAINTAINED RIGHT-OF-WAY OF "LORRAINE ROAD".

TOGETHER WITH:

THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, LESS MAINTAINED RIGHT-OF-WAY FOR "LORRAINE ROAD".

TOGETHER WITH:

IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THE EAST 1/2 OF SECTION 10, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, LESS MAINTAINED RIGHT-OF-WAY FOR "LORRAINE ROAD".

TOGETHER WITH:
IN SECTION 11, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

ALL OF SECTION 11, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

ALL OF SECTION 12, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THAT PORTION OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 13 FOR A POINT OF BEGINNING; THENCE N89°21'25"W, ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 5278.31 FT. TO THE NORTHWEST CORNER THEREOF; THENCE S00°00'26"E, ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 1051.92 FT. TO THE INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2598, PAGE 5401, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE NORTHERLY AND EASTERLY LINES OF SAID CERTAIN PARCEL: RUN N61°20'00"E, 1177.96 FT.; THENCE N81°05'00"E, 1068.11 FT.; THENCE S59°48'00"E, 1134.12 FT.; THENCE S69°20'00"E, 587.25 FT.; THENCE N89°19'00"E, 1439.15 FT.; THENCE N89°48'00"E, 120.00 FT.; THENCE S00°12'00"E, A DISTANCE OF 1659.15 FT. TO THE POINT OF CURVATURE (P.C.) OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 6000.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°37'00", A DISTANCE OF 1425.93 FT. TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S13°25'00"W, A DISTANCE OF 515.31 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 3000.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°43'45", A DISTANCE OF 614.14 FT.; THENCE S89°20'47"E, 290.22 FT.; THENCE S00°27'04"W, A DISTANCE OF 75.14 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 13; THENCE S89°30'54"E, ALONG SAID SOUTH LINE, A DISTANCE OF 152.21 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE N00°10'48"E, ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 5283.24 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTION 14, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THAT PORTION OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14 FOR A POINT OF BEGINNING; THENCE N89°21'25"W, ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 5306.13 FT. TO THE NORTHWEST CORNER THEREOF; THENCE S00°10'38"E, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 1806.83 FT. TO THE INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2370, PAGE 7882, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT LYING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S14°31'25"E, A DISTANCE OF 2023.00 FT.; THENCE RUN THE FOLLOWING COURSES ALONG THE NORTHERLY AND
EASTERNLY LINES OF SAID CERTAIN PARCEL: RUN EASTERNLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°01'10", A DISTANCE OF 1307.08 FT. TO THE POINT OF TANGENCY (P.T.) OF SAID CURVE; THENCE S67°30'15"E, 787.30 FT.; THENCE S19°16'43"W, 175.22 FT.; THENCE S09°22'21"W, 118.01 FT.; THENCE S25°04'24"W, 87.71 FT.; THENCE S44°20'07"W, 56.65 FT.; THENCE S34°42'07"W, 115.41 FT.; THENCE S06°39'15"W, 96.55 FT.; THENCE S50°01'45"W, 220.51 FT.; THENCE S03°48'40"E, 97.54 FT.; THENCE S23°51'55"W, 418.21 FT.; THENCE S07°07'49"W, 36.04 FT.; THENCE S38°49'12"W, 224.58 FT.; THENCE S10°33'42"W, 136.41 FT.; THENCE S55°09'10"W, 102.07 FT.; THENCE S05°59'28"W, 379.46 FT.; THENCE S18°42'00"E, 291.04 FT.; THENCE S44°04'39"W, A DISTANCE OF 99.38 FT. TO THE POINT OF CURVATURE (P.C.) OF A CURVE, CONCave TO THE EAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°00'35", A DISTANCE OF 45.39 FT. TO THE P.T. OF SAID CURVE; THENCE S07°55'56"E, A DISTANCE OF 45.87 FT. TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S43°22'56"E, A DISTANCE OF 51.08 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 119°55'20", A DISTANCE OF 106.91 FT.; THENCE S73°50'57"E, 31.99 FT.; THENCE S10°35'43"E, 101.19 FT.; THENCE S49°00'42"W, A DISTANCE OF 96.84 FT. TO THE P.C. OF A CURVE, CONCave TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°08'25", A DISTANCE OF 47.25 FT. TO THE P.T. OF SAID CURVE; THENCE S05°07'42"E, 166.13 FT.; THENCE S28°27'00"E, 70.35 FT.; THENCE S23°43'01"E, A DISTANCE OF 129.67 FT. TO THE P.C. OF A CURVE, CONCave TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°11'13", A DISTANCE OF 9.76 FT. TO THE P.T. OF SAID CURVE; THENCE S34°54'15"E, 24.82 FT.; THENCE S16°43'07"W, A DISTANCE OF 14.75 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 14; THENCE S89°24'02"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1963.50 FT. TO THE INTERSECTION WITH THE WESTIERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2598, PAGE 6401, SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING COURSES ALONG THE WESTIERLY AND NORTHERLY LINES OF SAID CERTAIN PARCEL: RUN N06°04'45"W, A DISTANCE OF 1034.07 FT. TO THE P.C. OF A CURVE, CONCave TO THE EAST, HAVING A RADIUS OF 870.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°11'56", A DISTANCE OF 747.05 FT. TO THE P.T. OF SAID CURVE; THENCE N43°07'11"E, A DISTANCE OF 143.52 FT. TO THE P.C. OF A CURVE, CONCave TO THE NORTHWEST, HAVING A RADIUS OF 1380.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°07'09", A DISTANCE OF 1062.63 FT. TO THE P.T. OF SAID CURVE; THENCE N00°59'58"W, 1327.61 FT.; THENCE N89°00'02"E, 120.00 FT.; THENCE S74°45'00"E, A DISTANCE OF 420.80 FT. TO THE P.C. OF A CURVE, CONCave TO THE NORTH, HAVING A RADIUS OF 600.00 FT.; THENCE RUN EASTERNLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°00'00", A DISTANCE OF 345.58 FT. TO THE P.T. OF SAID CURVE; THENCE N72°15'00"E, 638.35 FT.; THENCE N61°20'00"E, A DISTANCE OF 33.98 FT. TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 14; THENCE N00°00'26"W, ALONG SAID EAST LINE, A DISTANCE OF 1051.92 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 14, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF CORNER OF SAID SECTION 14 FOR A POINT OF BEGINNING; THENCE N00°10'38"W, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 571.39 FT. TO THE INTERSECTION WITH THE WESTIERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2370, PAGE 7882, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE WESTIERLY LINES OF SAID CERTAIN PARCEL: RUN S60°45'19"E, A DISTANCE OF 76.56 FT. TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N89°02'02"W, A DISTANCE
OF 3527.65 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°17'59", A DISTANCE OF 264.73 FT. TO THE POINT OF REVERSE CURVATURE (P.R.C.) OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 307.79 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°14'41", A DISTANCE OF 124.87 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 345.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°46'11", A DISTANCE OF 149.15 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 14; THENCE N99°24'02"W, ALONG SAID SOUTH LINE, A DISTANCE OF 78.81 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 14, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THAT PORTION OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 15 FOR A POINT OF BEGINNING; THENCE N89°38'38"W, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 2648.11 FT. TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S00°02'14"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 2680.26 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE N89°34'42"W, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1291.79 FT. TO THE EASTERLY RIGHT-OF-WAY OF LORRAINE ROAD, AS RECORDED IN MANATEE COUNTY ROAD PLAT BOOK 5, PAGE 190, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S00°04'34"E, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 1203.28 FT. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF 59TH AVENUE EAST, AS SHOWN ON THE PLAT OF "CRAWLEY SUBSTATION ROADWAY", A ROADWAY PLAT AS RECORDED IN PLAT BOOK 43, PAGES 84 AND 85, SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF CURVATURE (P.C.) OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 35.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°51'50", A DISTANCE OF 53.67 FT. TO THE POINT OF TANGENCY (P.T.) OF SAID CURVE; THENCE S87°56'20"E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 41.19 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2244, PAGE 3120, SAID PUBLIC RECORDS, SAID POINT LYING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N02°03'41"E, A DISTANCE OF 50.00 FT.; THENCE RUN NORTHWesterLY, ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°51'50", A DISTANCE OF 76.68 FT. TO THE P.T. OF SAID CURVE; THENCE N00°04'29"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 427.85 FT. TO THE NORTHWEST CORNER OF SAID CERTAIN PARCEL; THENCE S87°56'19"E. ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 15.01 FT. TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2283, PAGE 851, SAID PUBLIC RECORDS; THENCE N00°04'29"W, ALONG THE WESTERLY LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 484.29 FT. TO THE NORTHWEST CORNER THEREOF; THENCE S87°56'19"E, ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 449.31 FT. TO THE NORTHEAST CORNER THEREOF; THENCE S00°14'53"E, ALONG THE EASTERLY LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 484.35 FT. TO THE INTERSECTION WITH THE NORTHERLY LINE OF AFORESAID CERTAIN PARCEL DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2244, PAGE 3120; THENCE S87°56'19"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 450.78 FT. TO THE NORTHEAST CORNER THEREOF; THENCE S00°25'16"E, ALONG THE EASTERLY LINE OF AFORESAID CERTAIN PARCEL, A DISTANCE OF 423.92 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN SOUTHWesterLY, ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°53'06", A DISTANCE OF 80.18 FT. TO THE INTERSECTION WITH
AFORESAID NORTHERLY RIGHT-OF-WAY OF 59TH AVENUE EAST; THENCE S87°56'20"E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 121.75 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2043, PAGE 108, SAID PUBLIC RECORDS; THENCE N00°25'16"W, ALONG THE WESTERLY LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 547.23 FT. TO THE NORTHWEST CORNER THEREOF; THENCE S87°56'20"E, ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 398.37 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1542, PAGE 5178, SAID PUBLIC RECORDS; THENCE N00°25'16"W, ALONG THE WESTERLY LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 161.67 FT. TO THE NORTHWEST CORNER THEREOF; THENCE N89°58’21"E, ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 305.01 FT. TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1747, PAGE 6675, SAID PUBLIC RECORDS; THENCE CONTINUE N89°58’21"E, ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 300.00 FT. TO THE NORTHEAST CORNER THEREOF; THENCE S00°25’16"E, ALONG THE EASTERN LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 730.97 FT. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF 59TH AVENUE EAST, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2281, PAGE 7878, SAID PUBLIC RECORDS; THENCE S87°56’20"E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 147.74 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2446, PAGE 5895, SAID PUBLIC RECORDS, SAID POINT LYING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N03°24’43"E, A DISTANCE OF 25.00 FT.; THENCE RUN THE FOLLOWING COURSES ALONG THE WESTERLY, NORTHERLY AND EASTERN LINES OF SAID CERTAIN PARCEL: RUN NORTHWesterLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°10’07", A DISTANCE OF 37.60 FT. TO THE P.T. OF SAID CURVE; THENCE N00°25’16”W, A DISTANCE OF 250.62 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 380.00 FT.; THENCE RUN NORTHEASTLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°19’23", A DISTANCE OF 260.50 FT. TO THE POINT OF COMPOUND CURVATURE (P.C.C.) OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 433.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°05’53", A DISTANCE OF 386.16 FT. TO THE P.T. OF SAID CURVE; THENCE S90°00’00”E, 34.52 FT.; THENCE S00°25’16”E, 146.85 FT.; THENCE S86°33’42”W, A DISTANCE OF 17.32 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 30.00 FT.; THENCE RUN SOUTHWesterLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°21’43", A DISTANCE OF 8.04 FT. TO THE P.T. OF SAID CURVE; THENCE S71°11’59”W, A DISTANCE OF 82.18 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FT.; THENCE RUN SOUTHWesterLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°11’16”, A DISTANCE OF 5.33 FT. TO THE P.T. OF SAID CURVE; THENCE S61°00’43”W, A DISTANCE OF 58.00 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FT.; THENCE RUN SOUTHWesterLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°04’42”, A DISTANCE OF 20.46 FT. TO THE P.T. OF SAID CURVE; THENCE S21°58’01”W, A DISTANCE OF 79.61 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 30.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°07’26”, A DISTANCE OF 15.25 FT. TO THE P.T. OF SAID CURVE; THENCE S07°11’25”E, A DISTANCE OF 106.16 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°50’18", A DISTANCE OF 27.14 FT. TO THE P.T. OF SAID CURVE; THENCE S59°01’44”E, A DISTANCE OF 76.87 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 30.00 FT.; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°03’34”, A DISTANCE OF 13.64 FT. TO THE P.T. OF SAID CURVE; THENCE S85°05’17”E, A DISTANCE OF 84.76 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FT.; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°17’20”, A DISTANCE OF 24.76 FT. TO THE P.T. OF SAID CURVE; THENCE N47°37’23”E, 7.98 FT.; THENCE
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S00°25'16"E, A DISTANCE OF 213.71 FT. TO THE INTERSECTION WITH AFORESAID NORTHERLY RIGHT-OF-WAY OF 59TH AVENUE EAST; THENCE S87°56'20"E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 1168.49 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2370, PAGE 7882, SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING COURSES ALONG SAID WESTERLY LINE: RUN N02°03'41"E, A DISTANCE OF 1148.36 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2143.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°04'10", A DISTANCE OF 862.85 FT. TO THE P.T. OF SAID CURVE; THENCE N21°00'29"W, A DISTANCE OF 79.41 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.54 FT. TO THE P.T. OF SAID CURVE; THENCE N63°59'31"E, A DISTANCE OF 52.50 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2023.00 FT.; THENCE RUN EASTERNLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°29'04", A DISTANCE OF 228.95 FT. TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 15; THENCE N30°10'38"W, ALONG SAID EAST LINE, A DISTANCE OF 1806.83 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15 FOR A POINT OF BEGINNING; THENCE N00°10'38"W, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 571.39 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2370, PAGE 7882, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID WESTERLY LINES: RUN N60°45'19"W, 110.13 FT.; THENCE N85°48'05"W, 70.68 FT.; THENCE N73°34'13"W, A DISTANCE OF 79.63 FT. TO THE INTERSECTION WITH THE EASTERNLY RIGHT-OF-WAY OF POST BOULEVARD AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2281, PAGE 7878, SAID PUBLIC RECORDS; THENCE S16°25'46"W, ALONG SAID EASTERNLY RIGHT-OF-WAY, A DISTANCE OF 673.06 FT. TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN SOUTHERLY, ALONG SAID EASTERNLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°48'00", A DISTANCE OF 26.01 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 15; THENCE S88°16'46"E, ALONG SAID SOUTH LINE, A DISTANCE OF 429.80 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THAT PORTION OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 22 FOR A POINT OF BEGINNING; THENCE N89°16'46"W, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 429.80 FT. TO THE INTERSECTION WITH THE EASTERNLY RIGHT-OF-WAY OF POST BOULEVARD AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2281, PAGE 7878, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT LYING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N76°37'46"E, A DISTANCE OF 50.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG SAID EASTERNLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°07'03", A DISTANCE OF 49.84 FT. TO THE POINT OF REVERSE CURVATURE OF A CURVE,
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CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1977.86 FT., SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 70, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13160-2506; THENCE RUN SOUTHEASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°46'40", A DISTANCE OF 441.09 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2370, PAGE 7882, SAID PUBLIC RECORDS; THENCE N23°34'10"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 3.80 FT. TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 22; THENCE N00°05'20"E, ALONG SAID EAST LINE, A DISTANCE OF 218.96 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THAT PORTION OF SECTION 23, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 23 FOR A POINT OF BEGINNING; THENCE S00°05'20"W, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 218.96 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2370, PAGE 7882, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID WESTERLY LINE: RUN N23°34'10"E, A DISTANCE OF 131.99 FT. TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 345.00 FT.; THENCE RUN NORTHEASTERNLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°46'43", A DISTANCE OF 101.03 FT. TO THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 23; THENCE N89°24'02"W, ALONG SAID NORTH LINE, A DISTANCE OF 78.80 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF SECTION 23, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S89°24'02"E, ALONG THE NORThLINE OF SAID SECTION 23, A DISTANCE OF 1253.72 FT. FOR A POINT OF BEGINNING, SAID POINT LYING ON THE EASTERNLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2370, PAGE 7882, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE EASTERNLY LINES OF SAID CERTAIN PARCEL: RUN S16°48'07"W, A DISTANCE OF 81.34 FT. TO THE POINT OF CURVATURE (P.C.) OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°04'30", A DISTANCE OF 41.08 FT. TO THE POINT OF TANGENCY (P.T.) OF SAID CURVE; THENCE S30°16'23"E, 25.59 FT.; THENCE S18°40'11"W, A DISTANCE OF 105.74 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°09'30", A DISTANCE OF 57.73 FT. TO THE P.T. OF SAID CURVE; THENCE S47°29'19"E, 85.48 FT.; THENCE S10°27'20"E, 48.18 FT.; THENCE S32°36'09"E, 53.44 FT.; THENCE S40°56'20"W, A DISTANCE OF 102.34 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°26'53", A DISTANCE OF 61.48 FT. TO THE P.T. OF SAID CURVE; THENCE S29°30'33"E, 35.18 FT.; THENCE S01°12'17"W, 58.42 FT.; THENCE S09°32'56"E, 271.28 FT.; THENCE S23°04'00"W, 71.76 FT.; THENCE S49°57'14"W, 26.11 FT.; THENCE S58°30'00"W, A DISTANCE OF 71.61 FT. TO THE
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INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 70, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13160-2506; THENCE S54°57'41"E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 1595.57 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2598, PAGE 6401, SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING COURSES ALONG THE WESTERLY LINES OF SAID CERTAIN PARCEL: R1N N35°03'24"E, A DISTANCE OF 1047.07 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 880.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°08'08", A DISTANCE OF 631.80 FT. TO THE P.T. OF SAID CURVE; THENCE N06°04'45"W, A DISTANCE OF 496.85 FT. TO THE INTERSECTION WITH AFORESAID NORTH LINE OF SECTION 23; THENCE N89°24'02"W, ALONG SAID NORTH LINE, A DISTANCE OF 1963.50 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF SECTION 23, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE S00°01'22"W, ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 3873.99 FT. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 70, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13160-2506, THENCE N54°57'41"W, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 1303.54 FT. FOR A POINT OF BEGINNING, THENCE CONTINUE N54°57'41"W, ALONG SAID NORTHERLY RIGHT-OF-WAY, 541.18 FT.; THENCE N35°02'04"E, 317.11 FT.; THENCE S54°57'56"E, 73.98 FT.; THENCE S85°00'00"E, 432.35 FT.; THENCE S00°00'00"W, 299.75 FT.; THENCE N90°00'00"W, 31.50 FT.; THENCE N51°00'00"W, A DISTANCE OF 36.50 FT. TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 95.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 132°00'00", A DISTANCE OF 218.86 FT. TO THE POINT OF TANGENCY OF SAID CURVE, THENCE S03°00'00"E, 104.57 FT.; THENCE S35°02'04"W, A DISTANCE OF 36.88 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THAT PORTION OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 24 FOR A POINT OF BEGINNING; THENCE N89°30'54"W, ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 152.21 FT. TO THE INTERSECTION WITH THE EASTERN LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2598, PAGE 6401, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE EASTERN LINES OF SAID CERTAIN PARCEL: R1N S00°27'04"W, 175.83 FT.; THENCE S21°30'00"E, 140.16 FT.; THENCE S00°27'04"W, 1308.02 FT.; THENCE N89°32'56"W, 349.08 FT.; THENCE S00°39'13"W, A DISTANCE OF 1576.17 FT. TO THE POINT OF CURVATURE (P.C.) OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 3120.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°45'32", A DISTANCE OF 1075.96 FT. TO THE POINT OF REVERSE CURVATURE (P.R.C.) OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1880.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°08'10", A DISTANCE OF 398.21 FT. TO THE POINT OF TANGENCY OF SAID CURVE, THENCE S08°16'35"W, A DISTANCE OF 112.40 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2023.00 FT.; THENCE RUN
SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°49'27", A DISTANCE OF 170.33 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2143.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°02'06", A DISTANCE OF 375.33 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 24; THENCE S89°32'52"E, ALONG SAID SOUTH LINE, A DISTANCE OF 794.45 FT. TO THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE N00°44'20"E, ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 5282.01 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTION 25, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THAT PORTION OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 25 FOR A POINT OF BEGINNING; THENCE S00°30'59"W, ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 403.87 FT. TO THE INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2449, PAGE 7148, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE NORTHERLY AND WESTERLY LINES OF SAID CERTAIN PARCEL: RUN N69°55'42"W, A DISTANCE OF 856.92 FT. TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N73°27'08"W, A DISTANCE OF 2158.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°31'16", A DISTANCE OF 132.82 FT. TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S20°04'08"W, A DISTANCE OF 122.38 FT. TO THE POINT OF CURVATURE (P.C.) OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°18'51", A DISTANCE OF 77.94 FT. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 70, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13160-2508 AND THE POINT OF CUSP OF SAID CURVE; THENCE N69°55'41"W, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 65.98 FT. TO THE INTERSECTION WITH THE EASTERNLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2598, PAGE 6401, SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING COURSES ALONG THE EASTERNLY LINES OF SAID CERTAIN PARCEL: RUN N20°05'03"E, A DISTANCE OF 172.53 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2143.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°35'49", A DISTANCE OF 246.74 FT. TO THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 25; THENCE S89°32'52"E, ALONG SAID NORTH LINE, A DISTANCE OF 794.45 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 25, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTIONS 1 & 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THAT PORTION OF SECTIONS 1 & 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING LANDS OF OFFICIAL RECORDS BOOK 2665, PAGE 4480, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE S89°17'34"E, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 4024.90 FT.; THENCE S00°42'26"W, PERPENDICULAR WITH SAID NORTH LINE, A DISTANCE OF 2672.10 FT. FOR A POINT OF BEGINNING, THENCE S00°11'44"W, A DISTANCE OF 984.01 FT. TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S14°39'04"W, A DISTANCE OF
EXHIBIT A
Page 11 of 11

300.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°12'40", A DISTANCE OF 461.87 FT.; THENCE S89°38'49"E, 1848.07 FT.; THENCE S03°27'52"W, 120.49 FT.; THENCE S89°38'49"E, 128.71 FT.; THENCE N27°05'20"E, 1620.70 FT.; THENCE N89°24'01"W, A DISTANCE OF 2920.88 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTIONS 1 & 2, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST:

THAT PORTION OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, BEING LANDS OF OFFICIAL RECORDS BOOK 2697, PAGE 1663, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE N89°38'38"W, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 2648.11 FT. TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S00°02'14"E, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 2014.02 FT. FOR A POINT OF BEGINNING; THENCE N89°35'23"W, A DISTANCE OF 1292.68 FT. TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF LORRAINE ROAD, AS RECORDED IN MANATEE COUNTY ROAD PLAT BOOK 5, PAGE 190, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S00°07'01"E, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 333.21 FT.; THENCE S89°35'23"E, A DISTANCE OF 1292.22 FT. TO THE INTERSECTION WITH SAID EAST LINE OF THE NORTHWEST 1/4; THENCE N00°02'14"W, ALONG SAID EAST LINE, A DISTANCE OF 333.21 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

ALL OF THE ABOVE BEING AND LYING IN SECTIONS 1 THROUGH 3, 10 THROUGH 15 AND 22 THROUGH 25, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, AND CONTAINING 4016.38 ACRES, MORE OR LESS.
EXHIBIT C

No Exhibit C. Left Blank Intentionally
### EXHIBIT E
NE Sector Land Use Equivalency Matrix

<table>
<thead>
<tr>
<th></th>
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<th></th>
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<tbody>
<tr>
<td>210: Single-Family Detached Housing</td>
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<tr>
<td>220: Apartment</td>
<td>0.67 d.u./d.u.</td>
<td>1.192 d.u./d.u.</td>
<td>2.818 bed/d.u.</td>
<td>0.416 ksf/d.u.</td>
<td>0.174 ksf/d.u.</td>
<td>2.296 d.u./d.u.</td>
<td>0.167 ksf/d.u.</td>
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<tr>
<td>230: Condominium/Townhome</td>
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<tr>
<td>264: Assisted Living</td>
<td>0.27 d.u./d.u.</td>
<td>0.435 d.u./d.u.</td>
<td>1.227 bed/d.u.</td>
<td>0.181 ksf/d.u.</td>
<td>0.074 ksf/d.u.</td>
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<td>710: General Office</td>
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<td>710: Medical Office</td>
<td>3.57 d.u./ksf</td>
<td>5.738 d.u./ksf</td>
<td>6.865 d.u./ksf</td>
<td>16.227 bed/ksf</td>
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<td>0.912 ksf/ksf</td>
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<td>830: Shopping Center</td>
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1. Land use changes are based on the peak-hour or adjacent street traffic, one hour between 4 and 6 PM.
2. Equivalency factors are based on the NE Blue Generation Manual 8th Edition average rate for each land use.
## EXHIBIT F

### Internal Roadway 4-laning thresholds

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Threshold Service Volume</th>
<th>Existing Traffic</th>
<th>Total Traffic</th>
<th>Threshold Total Traffic</th>
<th>NE Sector Traffic at Threshold</th>
<th>Threshold Year</th>
<th>Threshold In ERU's</th>
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<tbody>
<tr>
<td>Uihlein: SR 70 to Rangeland Pkwy</td>
<td>1440</td>
<td>0</td>
<td>1412</td>
<td>1412</td>
<td>9211</td>
<td>2032</td>
<td>10,627</td>
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<tr>
<td>Uihlein: Rangeland Pkwy to 44th Ave E.</td>
<td>1440</td>
<td>0</td>
<td>1993</td>
<td>1440</td>
<td>6656</td>
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<td>Uihlein: 44th Ave E. to SR 64</td>
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<td>1914</td>
<td>1439</td>
<td>6927</td>
<td>2008.28</td>
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<td>44th Ave E.: Lorraine to Uihlein</td>
<td>1440</td>
<td>0</td>
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<td>1440</td>
<td>6571</td>
<td>2027.7</td>
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<td>44th Ave E.: Uihlein to Bourneside</td>
<td>1440</td>
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<td>1440</td>
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<td>Rangeland Pkwy: Lorraine to Uihlein</td>
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<td>878</td>
<td>878</td>
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**Total Project Traffic** 9211

**Total ERUs** 10627
NOTICE TO PURCHASERS
(Reservation of Rights to Impact Fee Credits)

KNOW ALL MEN BY THESE PRESENTS, that SMR Northeast, LLC., a Florida Limited Liability Company (hereinafter, “SMR”) and Lakewood Ranch Stewardship District, a Florida independent special district (hereinafter, “District”) (and hereinafter jointly referred to as “LWR”) as the owner of the property set forth on Exhibit “A” attached hereto and known as the “Northeast Quadrant of Lakewood Ranch,” and/or as the party constructing infrastructure on said property, do hereby reserve unto SMR, and unto its successors and assigns, the exclusive right to apply for, receive and retain, for its own benefit, any and all impact fee credits, payments, or other reimbursements, from Manatee County, Florida, (hereinafter “County”) in any way relating to the Northeast Quadrant of Lakewood Ranch, all as more particularly described hereinbelow.

WITNESSETH:

WHEREAS, SMR is the record fee title owner of the Northeast Quadrant of Lakewood Ranch, and

WHEREAS, SMR and the County have entered into a Local Development Agreement, the Northeast Quadrant local Development Agreement, (“LDA”) on the _______ day of _________, 2018 and recorded in the official records of Manatee County in OR. Book: __________ Page: __________, which LDA addresses construction of thoroughfare roadways and related impact fee credits within the Northeast Quadrant of Lakewood Ranch, and

WHEREAS, pursuant to certain requirements of the LDA, LWR has made, or will make, improvements to certain public transportation facilities, in order to comply with transportation mitigation requirements, and

WHEREAS, pursuant to the LDA, SMR is entitled to specified impact fee credits for such improvements, from impact fees collected from the development within the Northeast Quadrant of Lakewood Ranch, and

WHEREAS, Paragraph 10 of the LDA requires SMR to record a Notice to Purchasers stating that purchasers of lots or lands within the Northeast Quadrant of Lakewood Ranch shall
have no entitlement to the impact fee credits or reimbursements as a result of the commitments made in the LDA.

**NOW THEREFORE,** LWR does hereby notify all purchasers of, or other successors in interest by whatever means to, lands, tracts or lots within the Northeast Quadrant of Lakewood Ranch, that by virtue of the terms of the Local Development Agreement adopted by the Board of County Commissioners of Manatee County, Florida, Number ______, that SMR does hereby reserve unto itself and unto its specific successors and assigns, all right, title and interest in and to any and all impact fee credits, reimbursements or other payments from County, collected in such Local Development Agreement and it does hereby notify any and all persons or entities who may acquire title to all or any portion of the Northeast Quadrant of Lakewood Ranch, that they shall have no entitlement to such impact fees by way of credit, reimbursement or otherwise.

**IN WITNESS WHEREOF,** the undersigned corporation has caused these presents to be executed, by a duly authorized officer of its corporation, on the _____ day of ______, 20____.

Witnesses as to SMR:  

__________________________

Name: _______________________

__________________________

Name: _______________________

SMR Northeast, LLC, a Florida Limited Liability Company:

By: Schroeder Manatee Ranch, Inc., a Delaware corporation, as its sole member

By: _________________________  

Rex E. Jensen, President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was signed, sealed, and acknowledged before me this _____ day of _____________, 2018, by Rex E. Jensen, as President of Schroeder-Manatee Ranch, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or produced ____________________________ as identification.

(SEAL)

Print Name:____________________

Notary Public-State of __________

Commission Number:___________

Commission expires:___________
Witnesses as to District:


Name: ____________________________


Name: ____________________________


DISTRICT: Lakewood Ranch Stewardship District, a Florida independent special district

By: ________________________________
    Rex E. Jensen, Chairman

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was signed, sealed, and acknowledged before me this ______ day of ________________, 2018, by Rex E. Jensen, as Chairman of the Lakewood Ranch Stewardship District, a Florida independent special district, on behalf of the district. He is personally known to me or produced ________________________________ as identification.

(SEAL)

Print Name: ____________________________
Notary Public-State of ________________
Commission Number: ________________
Commission expires: ________________
### Official Records Receipt

**Recording**

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<td>GRIMES GOEBEL AR500027</td>
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<td>Username</td>
<td>jtinkham</td>
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**Escrow**

- Escrow Balance: ($358.50)
- Escrow Customer: 001000000223000

**Instrument: 201841024021 - BK2717/PG6444**

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**Instrument Total:** $358.50

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**Escrow:**

- $358.50

**Amount Paid:**

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**Receipt**

3/12/2018 12:57:06PM