

**AGREEMENT FOR SALE AND TRANSFER
OF WATER AND WASTEWATER FACILITIES
regarding
LAKE CLUB HOMEOWNERS' ASSOCIATION, INC.**

This Agreement ("Agreement") is made and entered into as of _____, 2019, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), and Lake Club Homeowners' Association, Inc., a Florida corporation not-for-profit (hereinafter, the "Association").

RECITALS

WHEREAS, the Association is the homeowners association for the residential development known as Lake Club, Phase I; Lake Club, Phase II; and Lake Club Phase II, Unit 2 (the "Development"), located in Manatee County, Florida, and, as successor in title to the original developer of the Development, owns certain water and wastewater facilities located within the Development as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Facilities"), and is solely responsible for maintaining said Facilities clearly identified on Exhibit "B-1" and Exhibit "B-2"; and

WHEREAS, on or about December 13, 2016, the Association provided to the County a bill of sale (the "Bill of Sale"), a surety defect bond and an agreement to sell and transfer ownership of the Facilities to the County, which the County administratively accepted; and

WHEREAS, the County and the Association wish to ratify the transfer and acceptance of the Facilities, and to set forth their rights and obligations with respect thereto, in accordance with the terms and conditions set forth herein; and

WHEREAS, upon execution of this Agreement, Facilities will be have been deemed dedicated to the County as of December 13, 2016, for the use and enjoyment of the general public, and operated and maintained by the County in accordance with its general standards for its potable water distribution system and its wastewater collection system; and

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

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

***Article I
DEFINITIONS AND CONSTRUCTION***

Unless defined otherwise herein, the following words and phrases shall have the following meanings:

- A. "Acceptance Date" shall mean December 13, 2016.
- B. "Assumed Liabilities" shall have the meaning set forth in Section 2.4(a).
- C. "Breach" shall mean any breach of, or any inaccuracy in, any representation or warranty or any breach of, or a failure to perform or comply with, any covenant or obligation, in or of this Agreement.
- D. "Environment" shall mean soil, land surface or subsurface strata, surface; waters (including navigable waters and ocean waters), ground waters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.
- E. "Environmental, Health and Safety Liabilities" shall mean any cost, damages, expense, liability, obligation or other responsibility arising from or under any Environmental Law, including those consisting of or relating to:
 - (i) any environmental, health or safety matter or condition (including on site or off-site contamination and regulation of any chemical substance or product);
 - (ii) any fine, penalty, judgment, award, settlement, legal or administrative proceeding, damages, loss, claim, demand or response, remedial or inspection cost or expense arising under any Environmental Law or Occupational Safety and Health Law;
 - (iii) financial responsibility under any Environmental Law for cleanup costs or corrective action, including any cleanup, removal, containment or other remediation or response actions ("Cleanup") required by any Environmental Law (whether or not such cleanup has been required or requested by any Governmental Body or any other person) and for any natural resource damages; or
 - (iv) any other compliance, corrective or remedial measure required under any Environmental Law.

(The terms "removal," "remedial" and "response action" include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA)).

- F. "Environmental Law" shall mean any Legal Requirement that requires or relates to:
 - (i) advising appropriate authorities, employees or, the public of intended or actual Releases of pollutants or hazardous substances or materials, violations of discharge limits or other prohibitions and the commencement of activities, such as resource extraction or construction, that could have a significant impact on the Environment;

- (ii) preventing or reducing to acceptable levels the Release of pollutants or hazardous substances or materials into the Environment;
 - (iii) reducing the quantities, preventing the Release or minimizing the hazardous characteristics of wastes that are generated;
 - (iv) assuring that products are designed, formulated, packaged and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;
 - (v) protecting resources, species or ecological amenities;
 - (vi) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil or other potentially harmful substances;
 - (vii) cleaning up pollutants that have been Released, preventing the threat of Release or paying the costs of such clean up or prevention; or
 - (viii) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.
- G. "Governmental Authorization" shall mean any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.
- H. "Governmental Body" shall mean any:
- (i) federal, state, local, municipal, or other government, including special districts and authorities established pursuant to Florida law;
 - (ii) governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental powers); or
 - (iii) body exercising any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power.
- I. "Hazardous Activity" shall mean the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Material in, on, under, about or from any of the Facilities or any part thereof into the Environment and any other act, business, operation or thing that increases the danger, or risk of danger, or poses an unreasonable risk of harm, to persons or property on or off the property in which the Facilities are located.

- J. "Hazardous Material" shall mean any substance, material or waste which is regulated by any Governmental Body, including any material, substance or waste which is defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "contaminant," "toxic waste" or "toxic substance" under any provision of Environmental Law, and including petroleum, petroleum products, urea, formaldehyde and polychlorinated biphenyls.
- K. "Legal Requirement" shall mean any federal, state, local, municipal, or other constitution, law, ordinance, principle of common law, code, regulation, permit provision or statute.
- L. "Liability" shall mean with respect to any person, any liability or obligation of such person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or accrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such person.
- M. "Proceeding" shall mean any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.
- N. "Release" shall mean any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration on or into the Environment or into or out of any property.
- O. "Retained Liabilities" shall have the meaning set forth in Section 2.4(b).
- P. "Threat of Release" shall mean a reasonable likelihood of a Release that may require action in order to prevent or mitigate damage to the Environment that may result from such Release.

Article II
SALE AND TRANSFER OF SYSTEM

2.1 Facilities Sold and Transferred. Upon the terms and subject to the conditions set forth in this Agreement, Association has sold, conveyed, transferred and delivered to County, and County has accepted from Association, free and clear of any encumbrances, as of the Acceptance Date, the Facilities, and all of Association's right, title and interest in and to:

- (i) all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to County;
- (ii) all sets of record drawings, including as-built drawings, showing all Facilities including all original tracings, sepias or other reproducible materials in Associations possession;

and

- (iii) any utility easements required pursuant to Section 2.2.

The Association has transferred only the Facilities, as defined above, which are held by the Association on behalf of the residents in the Development on the Acceptance Date. The County shall not be deemed to have accepted, and shall not assume any responsibility for, connecting lines located on individual parcels or lots of Development residents.

2.2 Required Utility Easements. The County has entered into this Agreement in reliance on the assumption that all Facilities are presently located in dedicated or conveyed public rights-of-way or utility easements. Concurrently with the execution of this Agreement, the Association shall (a) in the case of Facilities located in real property owned by the Association, convey to the County the utility easements necessary to accommodate the Facilities, or (b) in the case of Facilities located outside of real property owned by the Association, secure from the owners of such real property the conveyance to the County of utility easements necessary to accommodate the Facilities.

2.3 Consideration. The sale price to be paid to the Association for the sale and transfer of the Facilities to the County shall be ten dollars (\$10.00). The sole consideration to the Association for the sale and transfer of the Facilities, the sufficiency of which is hereby acknowledged by the Association, shall be the assumption by the County of the responsibility to operate and maintain the Facilities, effective as of the Acceptance Date, in accordance with the terms of this Agreement. In consideration of the County's assumption of responsibility for the Facilities, the Association has provided the County a surety bond in the amount of three hundred eighty nine thousand thirty nine dollars and thirty cents (\$389,039.30)(the "Defect Security"), to cover the County's cost of any defects in Facilities which shall become apparent within three (3) years after acceptance by the County. Should the Association fail or refuse to correct any such defect in any Facilities, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the Defect Security, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security.

2.4 Liabilities.

(a) Assumed Liabilities. Effective as of the Acceptance Date the County shall assume and agree to discharge only the following Liabilities related to the Facilities (the "Assumed Liabilities"):

- (i) any Liability of County based upon County's acts or omissions occurring after the Acceptance Date provided, however, that such Liability does not arise as a result of Association's Breach hereunder or is a Liability for which the Association has an obligation to indemnify the County in accordance herewith; and
- (ii) any Liability arising after Acceptance Date from operation of the Facilities after

the Acceptance Date, provided, however, that such Liability is not the result of Association's Breach hereunder or is a Liability for which the Association has an obligation to indemnify the County in accordance herewith.

Notwithstanding the foregoing, the following shall not constitute Liabilities assumed by the County and, therefore, not be included in the term "Assumed Liabilities": (i) any Liability of Association arising out of or resulting from any Proceeding pending as of the Acceptance Date, (ii) any Liability of Association arising out of any Proceeding commenced after the Acceptance Date and arising out of or relating to any occurrence or event happening prior to the Acceptance Date to the extent that such Proceeding relates to Association's actions or inactions prior thereto, (iii) any Liability for Association's performance of its obligations hereunder, and (iv) any Liability of Association based upon Association's acts or omissions occurring after the Acceptance Date.

(b) Retained Liabilities. "Retained Liabilities" shall mean all Liabilities other than Assumed Liabilities. The Retained Liabilities shall remain the sole responsibility of, and shall be retained, paid, performed and discharged solely by Association. Retained Liabilities shall include any liabilities associated with alleged past violations and enforcement actions, whether known or unknown, existing as of the Acceptance Date that would remain past Acceptance Date.

(c) Operation and Maintenance. The County shall operate and maintain the Facilities in accordance with its general standards for its potable water distribution system and its wastewater collection system. The Association acknowledges that minor settlement may occur with respect to the County's repair work to roads and driveways and that the Association shall hold the County harmless from any liability due to any such minor settlement. The Association acknowledges and agrees that (1) the County shall not be liable or responsible in any manner for removal or replacement of concrete patches or pavers in order to match decorative pavements and driveways, (2) the County shall not be liable or responsible for replacement or repair of improvements (including without limitation walls, signs, landscaping, fountains, sheds or fences) located within rights-of-way or utility easements, and (3) the County shall not be liable or responsible for replacement of any tree or landscaping damaged or removed due to operation or maintenance of the utilities facilities that are located in violation of Manatee County Utilities Standards.

2.5 Ratification of Transfer; Termination of Prior Agreement. By their approval and execution of this Agreement, Association and County hereby agree that:

(a) Ratification. Subject to the terms and conditions set forth herein, the sale and transfer of the Facilities by Association, and the acceptance thereof by the County, and all actions of each of the parties taken in connection therewith are hereby ratified, including without limitation the tendering and acceptance of the Bill of Sale and Defect Security, which remain valid and in full force and effect; and

(b) Termination of Prior Agreement. The Agreement for Public Subdivision Improvements (Defect) executed by the Association and the County is terminated, and shall be of no further force and effect, and shall be superseded in its entirety by this Agreement.

2.6 Supporting Documents. Concurrently with the execution and delivery of this Agreement, Association has delivered to the County:

- (i) A written acknowledgment that the Bill of Sale conforms to this Agreement, and provides for the transfer of all of the Facilities by Association;
- (ii) for each utility easement to be dedicated to the County pursuant to Section 2.2, such appropriate document or instrument of transfer, as the case may require;
- (iii) such other necessary deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance executed by Association or third parties;
- (iv) assignment of any construction work on the Facilities in progress as of the Acceptance Date, if any, in form reasonably acceptable to County which have not yet been placed in service as of the date of the Acceptance Date (such capital improvements which have been placed in service being part of the Facilities which are otherwise conveyed by Association hereunder);
- (v) a certificate executed by Association as to the accuracy of its representations and warranties as of the Acceptance Date in accordance with Section 3.1 and as to its compliance with and performance of their covenants and obligations to be performed or complied with at or before the Acceptance Date in accordance with Section 3.2;
- (vi) a certificate of the Secretary of Association certifying and attaching all necessary resolutions or actions of Association's board of directors and owners approving the execution and delivery of this Agreement and certifying to the incumbency and signatures of the officers of Association executing this Agreement and any other document relating to the sale and transfer of the Facilities.

Article III

REPRESENTATIONS AND WARRANTIES OF ASSOCIATION

Association represents and warrants to County as of date of this Agreement as follows.

3.1 Organization And Good Standing. Association is qualified to do business in the State of Florida. Association is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the Facilities that it purports to own or use, and to perform all its obligations under the Agreement.

3.2 Enforceability; Authority; No Conflict.

- (a) This Agreement constitutes the legal, valid and binding obligation of Association,

enforceable against Association in accordance with its terms. Association has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action have been duly authorized by all necessary action by Association's property owners and board of directors.

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of the sale and transfer of the Facilities will, directly or indirectly (with or without notice or lapse of time) Breach (A) any provision of any of the governing documents of Association or (B) any resolution adopted by the board of directors or the property owners of Association.

3.3 Good and Marketable Title. With respect to any lands through which Association has conveyed utility easements to County pursuant to Section 2.2, Association owns good and marketable title to lands, free and clear of any encumbrances, other than liens for Taxes for the current tax year which are not yet due and payable.

3.4 Legal Proceedings. There is no pending or, to Association's knowledge, threatened Proceeding: (i) by or against Association or that otherwise relates to or may materially affect the Facilities; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the sale and transfer of the Facilities. To the knowledge of Association, no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such Proceeding.

3.5 Environmental Matters.

(a) As of the Acceptance Date, to Association's knowledge, Association is in material compliance with and is not in material violation of or liable under, any Environmental Law. Association has no knowledge of any actual or threatened order, notice or other communication from (i) any Governmental Body or private citizen acting in the public interest or (ii) the current or prior owner or operator of any Facilities, of any actual or potential violation or failure to materially comply with any Environmental Law, or of any actual or threatened obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to any Facility or other property or asset (whether real, personal or mixed) in which Association has or had an interest, or with respect to any property or Facility at or to which Hazardous Materials were Released.

(b) As of the Acceptance Date, to Association's knowledge, there are no pending or, to the knowledge of Association, threatened claims, Encumbrances, or other restrictions of any nature resulting from any Environmental, Health and Safety Liabilities or arising under or pursuant to any Environmental Law with respect to or affecting any Facility or any other property or asset (whether real, personal or mixed) in which Association has or had an interest.

(c) As of the Acceptance Date, Association has no knowledge of and has not received, any citation, directive, inquiry, notice, order, summons, warning or other communication that relates to Hazardous Activity, Hazardous Materials, or any alleged, actual, or potential violation or failure to comply with any Environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to any Facility or

property or asset of the Facilities (whether real, personal or mixed) in which Association has or had an interest, or with respect to any of the Facilities through which Hazardous Materials have been transported, treated, stored, handled, transferred, disposed, recycled, received or Released.

Article IV
REPRESENTATIONS AND WARRANTIES OF COUNTY

County represents and warrants to Association as follows:

4.1 Organization and Good Standing. County is a governmental entity duly organized, validly existing and in good standing under the laws of the State of Florida, with full governmental power and authority to conduct its business as it is now conducted and to complete the transactions contemplated by this Agreement.

4.2 Authority. This Agreement constitutes the legal, valid and binding obligation of County, enforceable against County in accordance with its terms. County has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action has been duly authorized by its Board of County Commissioners.

Article V
COVENANTS OF ASSOCIATION

5.1 Notification. Association shall promptly notify County in writing if it becomes aware of (a) any fact or condition that causes or constitutes a Breach of any of Association's representations and warranties herein as of the date of this Agreement or (b) the occurrence after the date of this Agreement of any fact or condition that would or be reasonably likely to (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had that representation or warranty been made as of the time of the occurrence of, or Association's discovery of, such fact or condition. Association also shall promptly notify County of the occurrence of any Breach of any covenant of Association in this Agreement or of the occurrence of any event that may make the satisfaction of the conditions in Agreement impossible or unlikely.

5.2 Payment of Other Retained Liabilities. Association shall pay, or make adequate provision for the payment, in full, of all of the Retained Liabilities and other Liabilities of Association under this Agreement.

5.3 Assistance in Proceedings. For a period of two (2) years after the Acceptance Date, Association will cooperate with County and its counsel in the contest or defense of, and make available its personnel and provide any testimony and access to its books and records in connection with any Proceeding; involving or relating to (a) the sale and transfer of the Facilities or (b) any action activity, circumstance, condition, conduct, event, fact, failure to act, incident, occurrence, plan, practice, situation, status or transaction on or before the Acceptance Date involving the Facilities.

Article VI
INDEMNIFICATION

6.1 Survival. Subject to the provisions hereof, all representations, warranties, covenants and obligations in this Agreement, the certificates delivered pursuant to Section 2.6 and any other certificate or document delivered pursuant to this Agreement shall survive the consummation of the sale and transfer of the Facilities. The right to indemnification, reimbursement or other remedy based upon such representations, warranties, covenants and obligations shall not be affected by any investigation (including any environmental investigation or assessment) conducted with respect to, or any knowledge acquired at any time, whether before or after the execution and delivery of this Agreement or the Acceptance Date, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation. The waiver of any condition based upon the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, reimbursement or other remedy based upon such representations, warranties, covenants and obligations.

6.2 Indemnification and Reimbursement by Association. Association shall indemnify and hold harmless County and its officers, agents, employees and assigns (collectively, the “County Indemnified. Persons”), and shall reimburse the County and the County Indemnified Persons for any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees and expenses) or diminution of value (collectively, “Damages”), arising from or in connection with: (a) any Breach of any representation or warranty made by Association in (i) this Agreement, (ii) the certificates delivered pursuant to Section 2.6, (iii) any transfer instrument, or (iv) any other certificate, document, writing or instrument delivered by Association pursuant to this Agreement; (b) any Breach of any covenant or obligation of Association in this Agreement or in any other certificate, document, writing or instrument delivered by Association pursuant to this Agreement; and (c) any Liability arising out of the ownership or operation of the Facilities prior to the Acceptance Date other than the Assumed Liabilities.

6.3 Indemnification and Reimbursement by Association—Environmental Matters. In addition to the obligations set forth in Section 6.2, Association shall indemnify and hold harmless County and the County Indemnified Persons, and will reimburse County and the County Indemnified Persons for any damages (including costs of cleanup, containment or other remediation) arising from or in connection with: (a) any Environmental, Health and Safety Liabilities arising out of or relating to: (i) the ownership or operation by Association at any time on or prior to the Acceptance Date of any of the Facilities, or (ii) any Hazardous Materials or other contaminants that were present on the Environmental Property at any time on or prior to the Acceptance Date, or (iii) any remedial action required as determined by the environmental audits undertaken pursuant to Section 3.5; or (b) any bodily injury (including illness, disability and death), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person or any Facilities in any way arising from any Hazardous Activity conducted by any person with respect to the business of Association or the Facilities prior to the Acceptance Date or from any Hazardous Material that was (i) present on or before the Acceptance Date on the Environmental Property (or present on any other property, if such Hazardous Material emanated from any Facility and was present on any Facility, on or prior to the Acceptance Date) or (ii) released by any person on or at any Facilities at any time on or prior to the Acceptance Date; (c) County, with Association's consent and approval which shall not be unreasonably withheld, will be entitled to control any remedial action, any Proceeding relating to any claim and any other Proceeding with

respect to which indemnity may be sought under this Section 6.3.

Article VII
TERM AND DURATION

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

7.2 Duration. This Agreement shall remain in full force and effect for a through December 12, 2019.

Article VIII
AMENDMENTS; ENFORCEMENT

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

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

Article IX
MISCELLANEOUS PROVISIONS

9.1 Validity. After consultation with their respective legal counsel, the County and Association each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature.

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

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

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

9.5 Headings. The headings or captions of sections or paragraphs used in this Agreement

are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

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

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

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

9.9 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Director of Utilities
4410 66th Street West
Bradenton, FL 34210
Facsimile: (941)745-3790

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

If to Association: Lake Club Homeowners' Association, Inc.
14400 Covenant Way
Lakewood Ranch, FL 34202
Attention: Anthony J. Chiofalo
Facsimile: (941)757-1571

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

[signature page to follow]

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

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

By: Board of County Commissioners

By: _____
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (name and title of agent) of _____ (name of corporation acknowledging), a _____ (state or place of corporation) corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Signature

Printed Name

Witnesses:

(Signature of two witnesses or secretary required by law)

Print Name: Suzanne L. Fugate

Print Name: Kathleen J. Horn

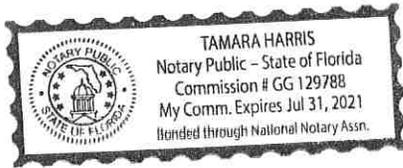
LAKE CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit

BY: Monaca Onstad
Monaca Onstad, Vice President

ADDRESS:
14400 Covenant Way
Lakewood Ranch FL 34202

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 13th day of June, 2019, by Monaca Onstad, Vice President of Lake Club Homeowners' Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation and who is personally known to me.



Tamara Harris
NOTARY PUBLIC Signature

Tamara Harris

Printed Name

Lake Club Water & Sewer Utility Turnover
Lake Club Ph I; Lake Club Phase II; & Lake Club Ph II, Unit 2
DEFECT – Utility Turnover-Sewage Collection System, Water Distribution System

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Exhibit "A"

See attached sketch and descriptions prepared by Lombardo, Foley & Kolarik, Inc., as follows:

Exhibit A-1, Water Utilities, Sheets 1 through 4; and

Exhibit A-2, Sanitary Utilities, Sheets 1 through 4.

AND:

See attached sketch and descriptions prepared by WilsonMiller nka Stantec, as follows:

Exhibit A-1, Water Utilities, Sheets 1 through 4; and

Exhibit A-2, Sanitary Utilities, Sheets 1 through 5.

Lake Club Water & Sewer Utility Turnover
Lake Club Ph I; Lake Club Phase II; & Lake Club Ph II, Unit 2
DEFECT – Utility Turnover-Sewage Collection System, Water Distribution System

**EXHIBIT “B-1”
IMPROVEMENTS**

	Improvement	Estimated Cost
1	Utility Turnover-Sewage Collection System, Water Distribution System	<u>\$389,039.30</u>
2		\$
3		\$
4		\$
5		\$



Manatee County Public Works Department
Engineering Services
1022 26th Avenue East
Bradenton, FL 34208
Phone: (941) 708-7462
www.mymanatee.org

September 30, 2016

Lombardo, Foley & Kolarik, Inc.
Mr. John Foley, P.E.
825 4th St. West
Palmetto, FL 34221

(jfoley@lfk-inc.com)

RE: LAKE CLUB, WATER & SEWER UTILITY TURNOVER
Lake Club, Phase I (PDMU-92-01/05-S-37(F))
Lake Club, Phase II (PDMU-92-01/07-S-37(F)) (DTS #20070396)
Lake Club, Phase II, Unit 2 (PDMU-92-01/14-S-18(F)) (DTS #20140194)
3-Year Defect Security Cost Estimate
Public Infrastructure Improvements
Reason - (Utility Turnover - Sewage Collection System, Water Distribution System)

Dear Mr. Foley:

Your cost estimate for the above referenced bond, dated **September 29, 2016**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Defect Security in the amount of **\$389,039.30** which is 10%, of the submitted actual cost, would be sufficient to assure the County correction of any defects or failures.

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

Sincerely,



Sta Mollanazar, P.E.
Deputy Director – Engineering Services

SM/jp/jsh

cc: Record Management
Jane Oliver, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Kenneth LaBarr, Infrastructure Inspection Division Manager, Public Works Dept.
Karla Ripley, Senior Review Specialist, Public Works
John Parks, Sr. Development Review Specialist, Building and Development Services
Fred Goodrich, Sr. Development Review Specialist, Building and Development Services

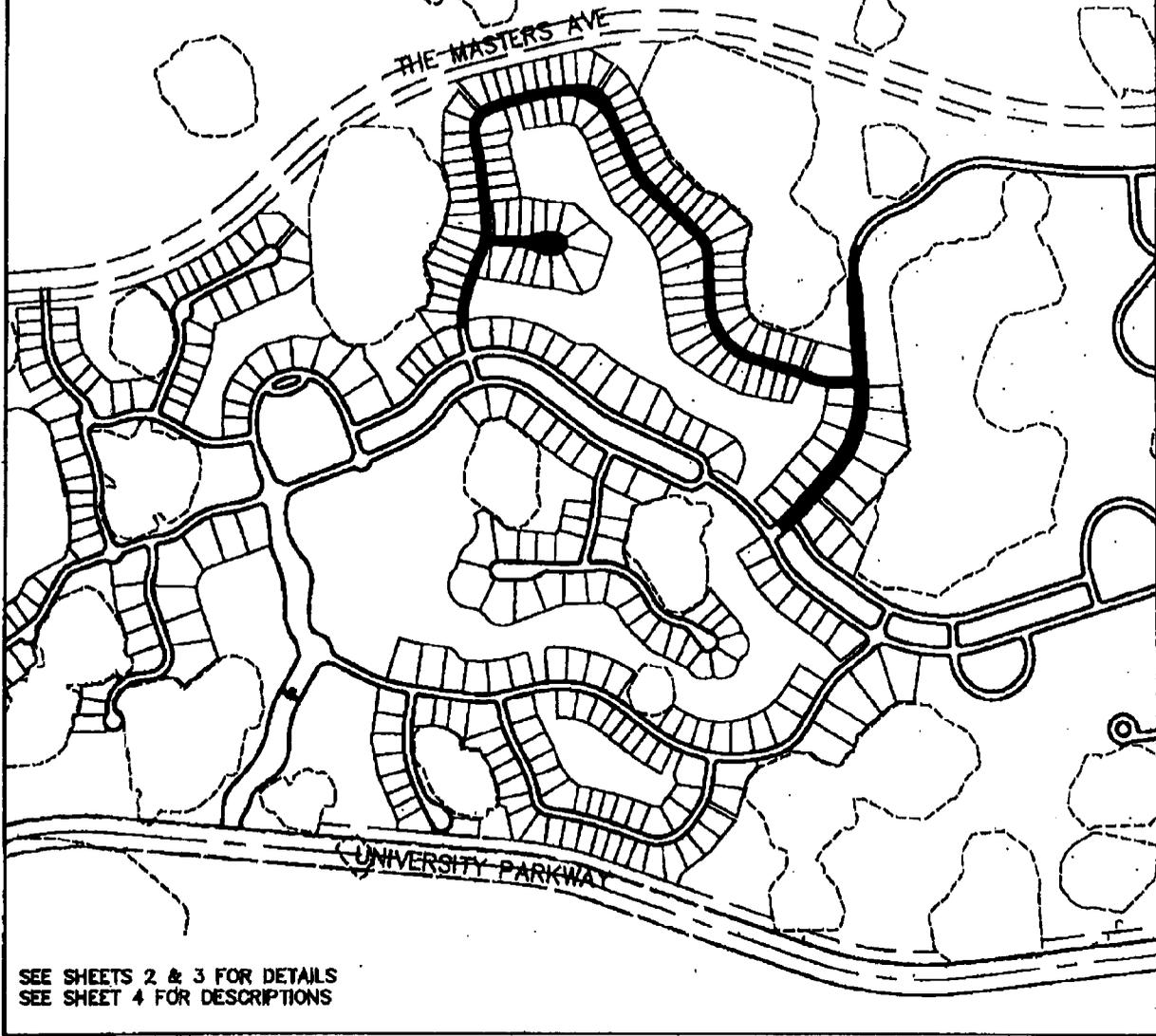
Lake Club Water & Sewer Utility Turnover
Lake Club Ph I; Lake Club Phase II; & Lake Club Ph II, Unit 2
DEFECT – Utility Turnover-Sewage Collection System, Water Distribution System

EXHIBIT "B-2"
IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES FOR THE ENTIRE
DEVELOPMENT

REQUIRED AT TIME OF DEFECT

**EXHIBIT "A-1"
WATER UTILITIES**



LAKE CLUB UTILITY TURNOVER 060716 bmyjs

SEE SHEETS 2 & 3 FOR DETAILS
SEE SHEET 4 FOR DESCRIPTIONS



**SKETCH AND DESCRIPTION OF EXHIBIT
"A-1" TO AGREEMENT FOR
INSTALLATION & MAINTENANCE OF
PUBLICLY OWNED FACILITIES
UNDERLYING PRIVATELY OWNED LANDS
LAKEWOOD RANCH STEWARDSHIP
DISTRICT**

JUNE 7, 2016
DATE OF CERTIFICATION

**KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5116**

NOTES:

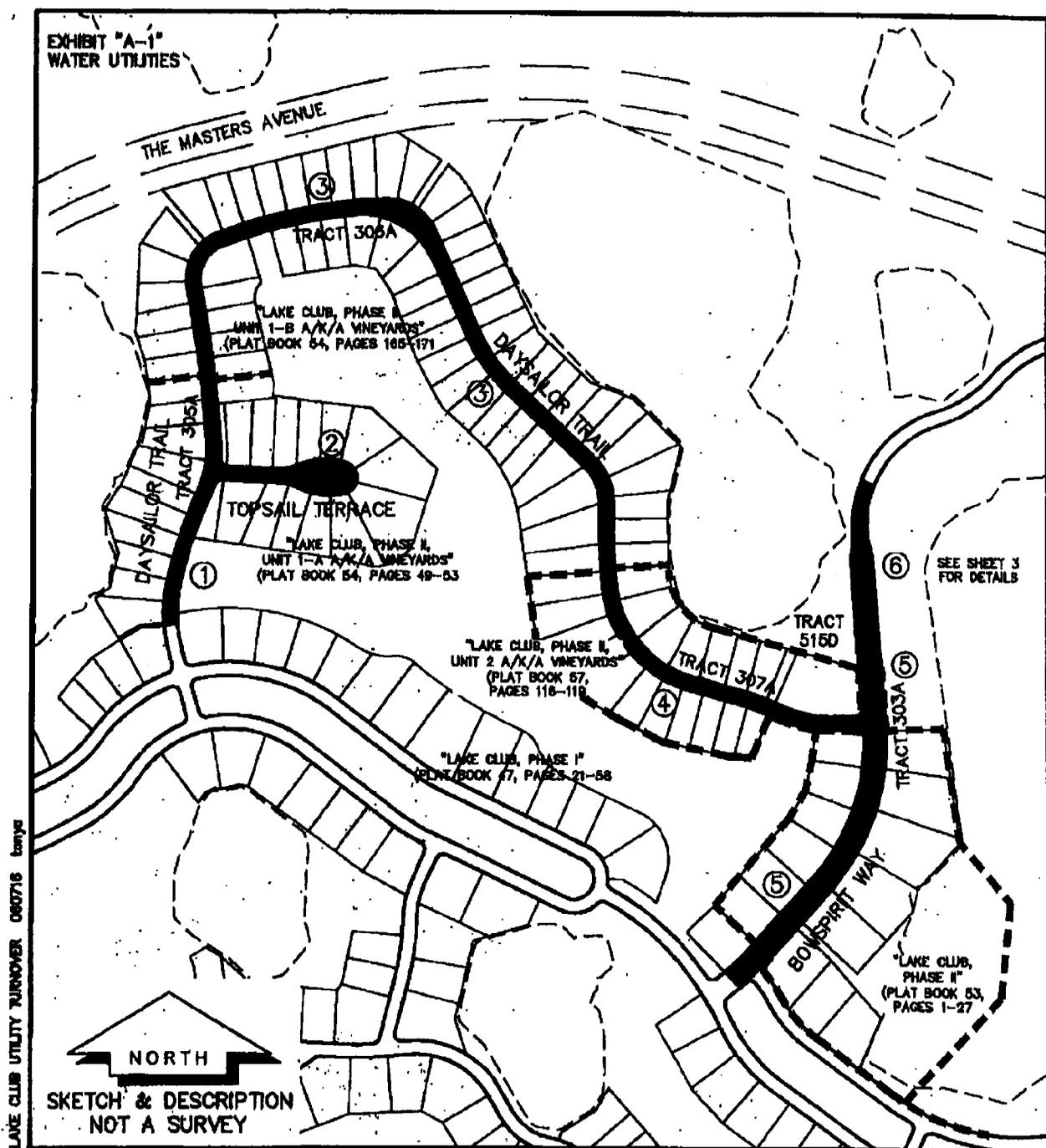
1. This is a sketch only and does not represent a field survey.
2. Unless it bears the signature and the raised seal of a Florida Surveyor and Mapper, this Sketch, Drawing, Plot or Map is for informational purposes only.



JOB NUMBER: 7879 DRAWN BY: JF/TB SCALE: 1"=1000' SHEET NUMBER 1 OF 4

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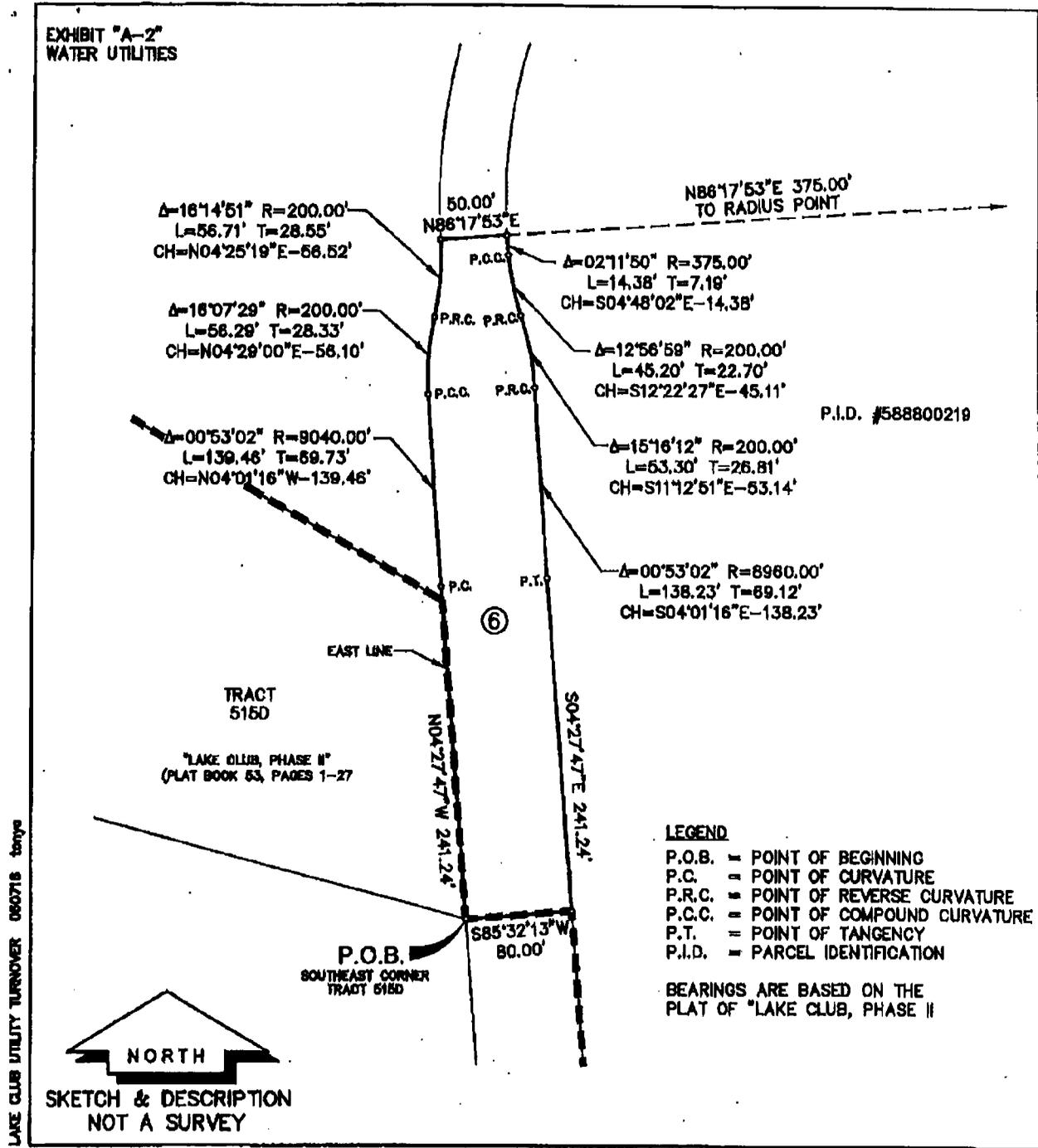




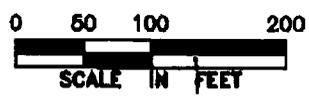
JOB NUMBER: 7879 DRAWN BY: JF/TB SCALE: 1"=500' SHEET NUMBER 2 OF 4

LOMBARDO, FOLEY & KOLARIK, INC.
Consulting Engineers, Surveyors and Planners
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**EXHIBIT "A-2"
 WATER UTILITIES**



LAKE CLUB UTILITY TURNOVER 080716 1000ps



JOB NUMBER: 7879 DRAWN BY: JF/TB SCALE: 1"=100' SHEET NUMBER 3 OF 4

LOMBARDO, FOLEY & KOLARIK, INC.
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 P.O. Box 188 825 4th Street West • Palmetto, Florida 34221 (941) 722-4561



**EXHIBIT "A-1"
WATER UTILITIES**

DESCRIPTION (AS PREPARED BY THE CERTIFYING SURVEYOR AND MAPPER):

ALL POTABLE WATER MAINS, FIRE HYDRANTS, VALVES AND RELATED APPURTENANCES LYING WITHIN THE FOLLOWING DESCRIBED TRACTS:

- ① THAT PORTION OF 305A, LAKE CLUB, PHASE II, UNIT 1-A A/K/A VINEYARDS, RECORDED IN PLAT BOOK 54, PAGES 49 THROUGH 53 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WHICH IS DEDICATED AS DAYSAILOR TRAIL.
- ② THAT PORTION OF 306A, LAKE CLUB, PHASE II, UNIT 1-A A/K/A VINEYARDS, RECORDED IN PLAT BOOK 54, PAGES 49 THROUGH 53 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WHICH IS DEDICATED AS TOPSAIL TERRACE.
- ③ THAT PORTION OF 308A, LAKE CLUB, PHASE II, UNIT 1-B A/K/A VINEYARDS, RECORDED IN PLAT BOOK 54, PAGES 166 THROUGH 171 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WHICH IS DEDICATED AS DAYSAILOR TRAIL.
- ④ THAT PORTION OF 307A, LAKE CLUB, PHASE II, UNIT 2 A/K/A VINEYARDS, RECORDED IN PLAT BOOK 57, PAGES 116 THROUGH 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WHICH IS DEDICATED AS DAYSAILOR TRAIL.
- ⑤ THAT PORTION OF 303A, LAKE CLUB, PHASE II, RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WHICH IS DEDICATED AS BOWSPIRIT WAY.
- ⑥ COMMENCE AT THE SOUTHEAST CORNER OF TRACT 515D OF LAKE CLUB, PHASE II, RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE N04°27'47"W, ALONG THE EAST LINE OF SAID TRACT 515D AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 241.24 FT. TO THE P.C. (POINT OF CURVATURE) OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 9040.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°53'02", A DISTANCE OF 139.48 FT. TO THE P.C.C. (POINT OF COMPOUND CURVATURE) OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 200.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°07'29", A DISTANCE OF 56.29 FT. TO THE P.R.C. (POINT OF REVERSE CURVATURE) OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 200.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°14'51", A DISTANCE OF 56.71 FT.; THENCE N86°17'53"E, A DISTANCE OF 50.00 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N86°17'53"E, A DISTANCE OF 375.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°11'50", A DISTANCE OF 14.38 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°56'59", A DISTANCE OF 45.20 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO SOUTHWEST, HAVING A RADIUS OF 200.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°16'12", A DISTANCE OF 53.30 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 8960.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°53'02", A DISTANCE OF 138.23 FT. TO THE P.T. (POINT OF TANGENCY) OF SAID CURVE; THENCE S04°27'47"E; 241.24 FT.; THENCE S85°32'13"W, A DISTANCE OF 80.00 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

LAKE CLUB UTILITY TURNOVER 060716 6099

**SKETCH & DESCRIPTION
NOT A SURVEY**

JOB NUMBER: 7879

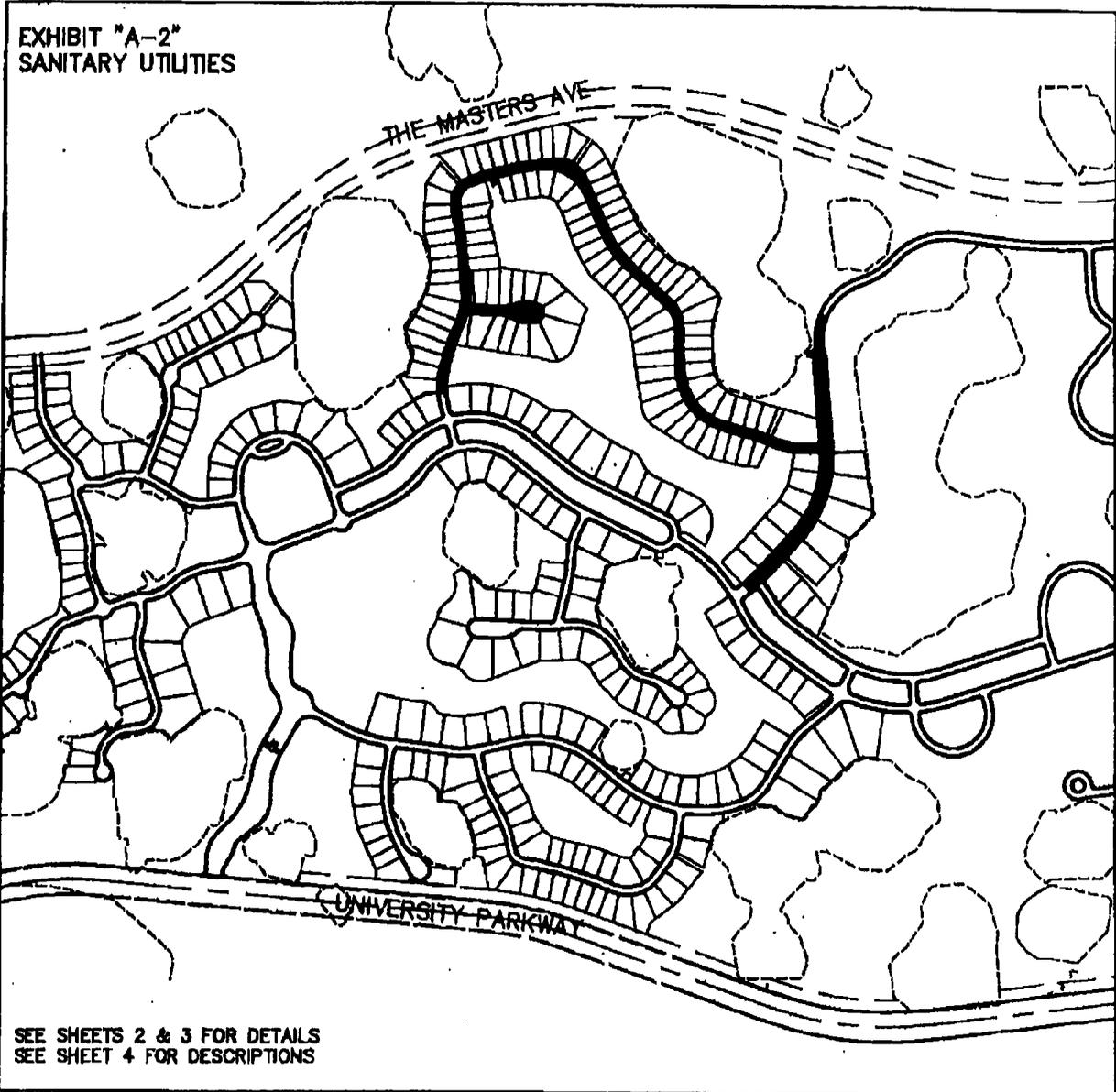
SHEET NUMBER 4 OF 4

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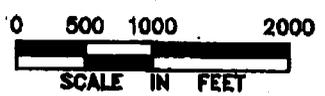
LAKE CLUB UTILITY TURNOVER 060716 30199



NOTES:

- 1. This is a sketch only and does not represent a field survey.
- 2. Unless it bears the signature and the raised seal of a Florida Surveyor and Mapper, this Sketch, Drawing, Plat or Map is for informational purposes only.

SKETCH AND DESCRIPTION OF EXHIBIT
"A-2" TO AGREEMENT FOR
INSTALLATION & MAINTENANCE OF
PUBLICLY OWNED FACILITIES
UNDERLYING PRIVATELY OWNED LANDS
LAKEWOOD RANCH STEWARDSHIP
DISTRICT

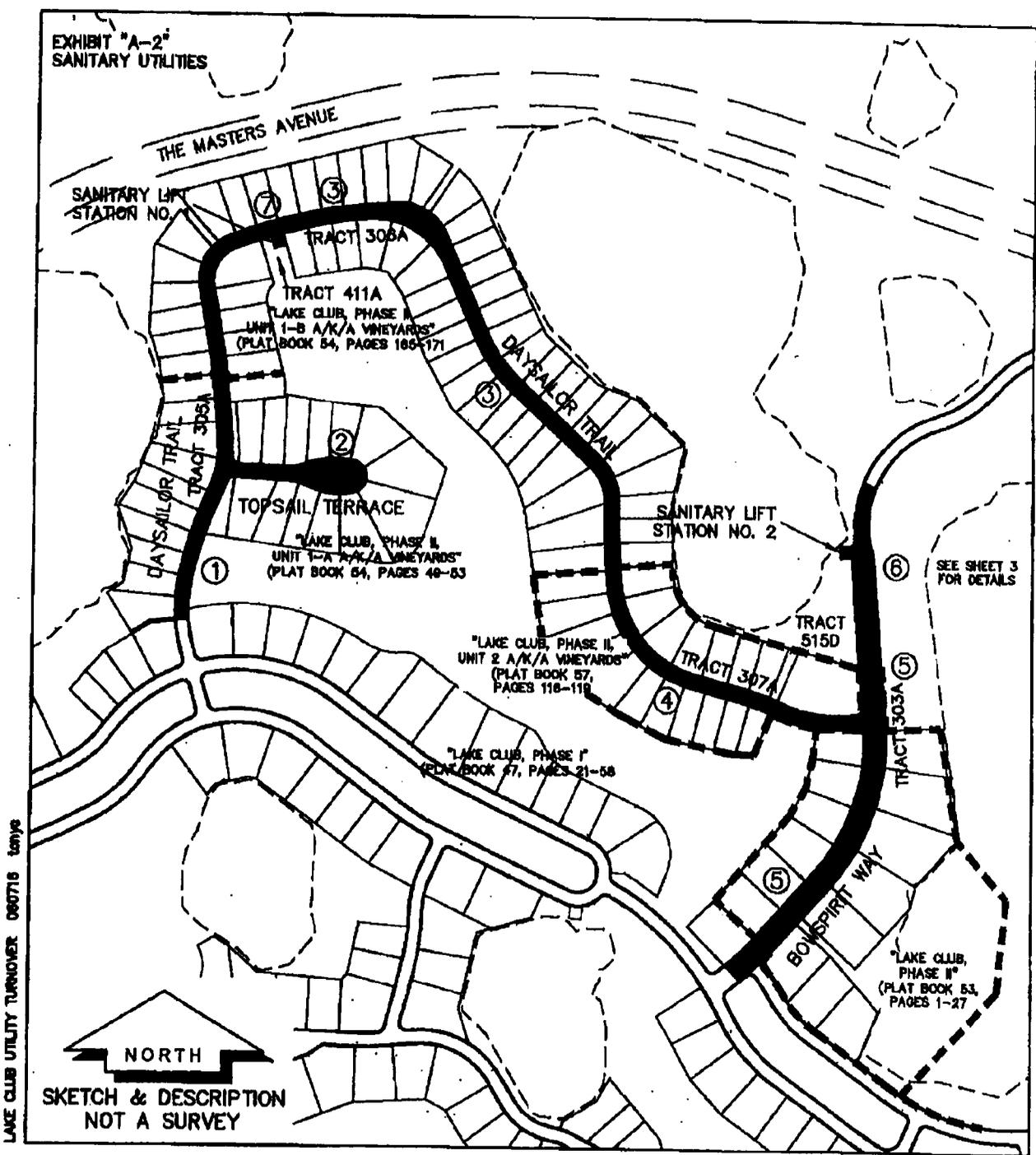


JUNE 7, 2016
DATE OF CERTIFICATION

Kenneth C. Kolarik
KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5116

JOB NUMBER: 7879 DRAWN BY: JF/TB SCALE: 1"=1000' SHEET NUMBER 1 OF 4

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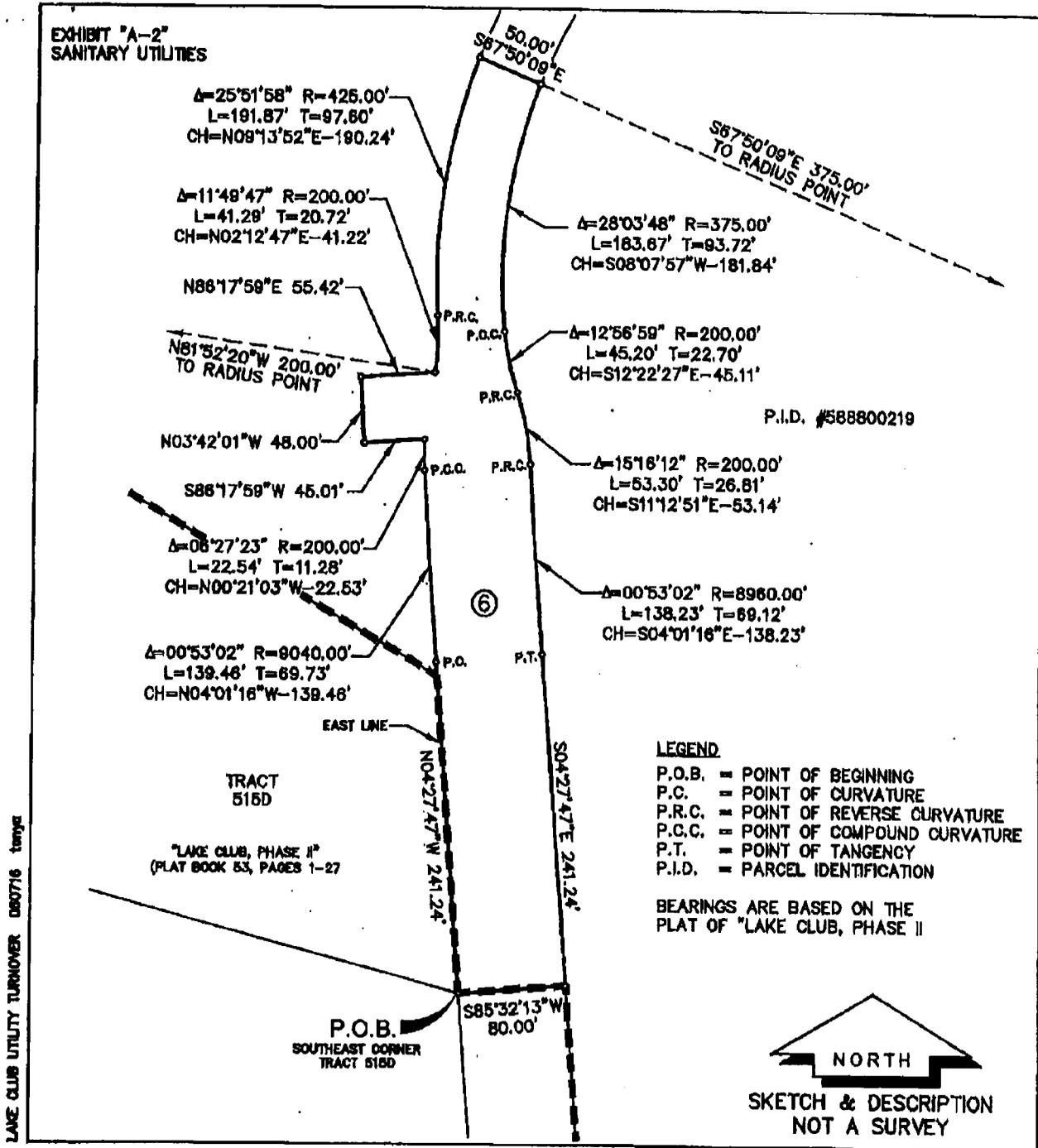


LAKE CLUB UTILITY TURNOVER 080716 tony

JOB NUMBER: 7879 DRAWN BY: JF/TB SCALE: 1"=500' SHEET NUMBER 2 OF 4

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LAKE CLUB UTILITY TURNOVER 080716 tanys



JOB NUMBER: 7879 DRAWN BY: JF/TB SCALE: 1"=100' SHEET NUMBER 3 OF 4

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 P.O. Box 188 825 4th Street West • Palmetto, Florida 34221 (941) 722-4561

EXHIBIT "A-2"
SANITARY UTILITIES

DESCRIPTION (AS PREPARED BY THE CERTIFYING SURVEYOR AND MAPPER):

ALL SANITARY SEWER FORCE MAINS AND GRAVITY MAINS, LIFT STATIONS AND RELATED APPURTENANCES LYING WITHIN THE FOLLOWING DESCRIBED TRACTS:

- ① THAT PORTION OF 305A, LAKE CLUB, PHASE II, UNIT 1-A A/K/A VINEYARDS, RECORDED IN PLAT BOOK 54, PAGES 49 THROUGH 53 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WHICH IS DEDICATED AS DAYSAILOR TRAIL.
- ② THAT PORTION OF 305A, LAKE CLUB, PHASE II, UNIT 1-A A/K/A VINEYARDS, RECORDED IN PLAT BOOK 54, PAGES 49 THROUGH 53 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WHICH IS DEDICATED AS TOPSAIL TERRACE.
- ③ THAT PORTION OF 306A, LAKE CLUB, PHASE II, UNIT 1-B A/K/A VINEYARDS, RECORDED IN PLAT BOOK 54, PAGES 165 THROUGH 171 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WHICH IS DEDICATED AS DAYSAILOR TRAIL.
- ④ THAT PORTION OF 307A, LAKE CLUB, PHASE II, UNIT 2 A/K/A VINEYARDS, RECORDED IN PLAT BOOK 57, PAGES 116 THROUGH 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WHICH IS DEDICATED AS DAYSAILOR TRAIL.
- ⑤ THAT PORTION OF 303A, LAKE CLUB, PHASE II, RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WHICH IS DEDICATED AS BOWSPIRIT WAY.
- ⑥ COMMENCE AT THE SOUTHEAST CORNER OF TRACT 515D OF LAKE CLUB, PHASE II, RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE N04°27'47"W, ALONG THE EAST LINE OF SAID TRACT 515D AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 241.24 FT. TO THE P.C. (POINT OF CURVATURE) OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 9040.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°53'02", A DISTANCE OF 139.48 FT. TO THE P.C.C. (POINT OF COMPOUND CURVATURE) OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 200.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°27'23", A DISTANCE OF 22.54 FT.; THENCE S88°17'59"W, 45.01 FT.; THENCE N03°42'01"W, 48.00 FT.; THENCE N86°17'59"E, A DISTANCE OF 55.42 FT. TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N81°52'20"W, A DISTANCE OF 200.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°49'47", A DISTANCE OF 41.29 FT. TO THE P.R.C. (POINT OF REVERSE CURVATURE) OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 425.00 FT.; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°51'58", A DISTANCE OF 191.87 FT.; THENCE S87°50'09"E, A DISTANCE OF 50.00 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S87°50'09"E, A DISTANCE OF 375.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°03'48", A DISTANCE OF 183.67 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°58'59", A DISTANCE OF 45.20 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO SOUTHWEST, HAVING A RADIUS OF 200.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°16'12", A DISTANCE OF 53.30 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 8960.00 FT.; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°53'02", A DISTANCE OF 138.23 FT. TO THE P.T. (POINT OF TANGENCY) OF SAID CURVE; THENCE S04°27'47"E; 241.24 FT.; THENCE S85°32'13"W, A DISTANCE OF 80.00 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.
- ⑦ LIFT STATION #1 - THAT PORTION OF TRACT 411 A, LAKE CLUB, PHASE II, RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, WHICH IS DESIGNATED AS LIFT STATION EASEMENT ON SHEET 5 OF 27.

LAKE CLUB UTILITY TURNOVER 060716 banyo

SKETCH & DESCRIPTION
NOT A SURVEY

JOB NUMBER: 7879

SHEET NUMBER 4 OF 4

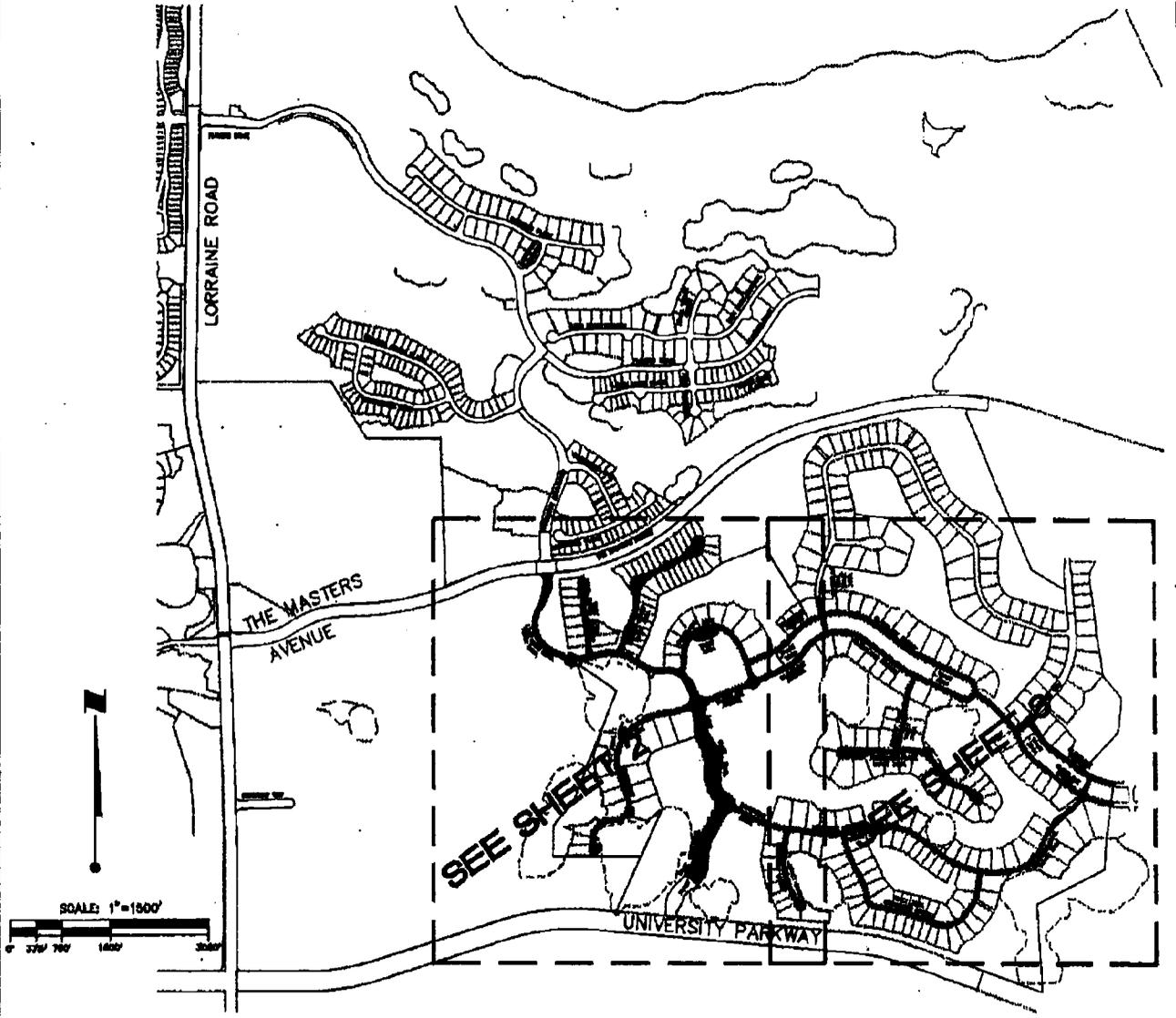
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Consulting Engineers, Surveyors and Planners

P.O. Box 188 825 4th Street West • Palmetto, Florida 34221 (841) 722-4561



**EXHIBIT "A-1"
 WATER UTILITIES**



NOTES:

1. This is a sketch only and does not represent a field survey.
2. Unless it bears the signature and the original raised seal of a Florida Surveyor and Mapper, this Sketch, Drawing, Plat or Map is for informational purposes only.

SEE SHEETS 2 & 3 FOR DETAIL
 SEE SHEET 4 FOR DESCRIPTIONS

[Signature]
 Robert R. Cunningham, P.S.M.
 Florida Registration No. 3924

3/13/09
 Date of Signature

FOR: LAKEWOOD RANCH STEWARDSHIP DISTRICT

Mar 10, 2009 - 11:19:52

This is NOT a Survey.
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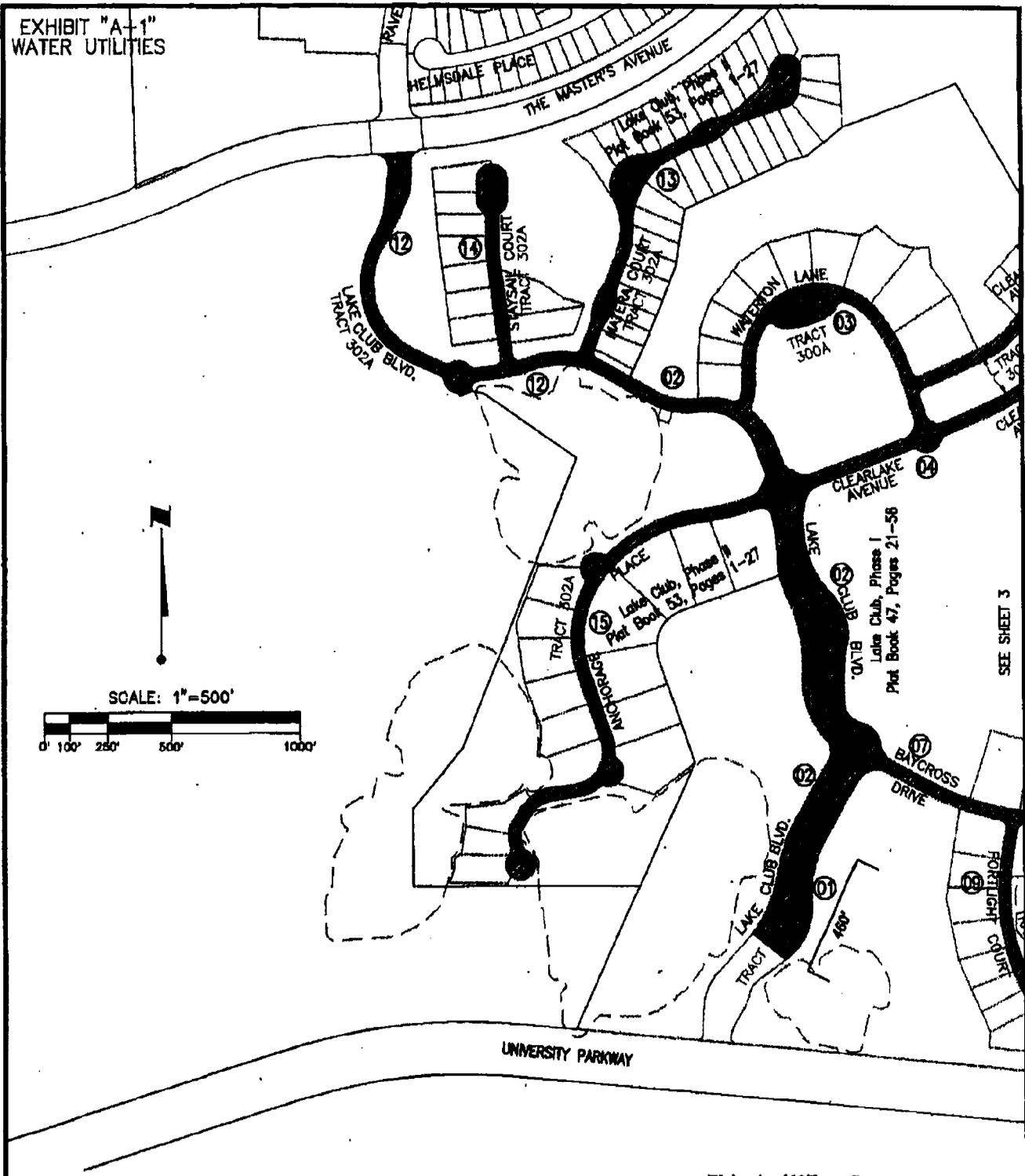
SKETCH AND DESCRIPTION OF EXHIBIT "A-1" TO AGREEMENT
 FOR INSTALLATION & MAINTENANCE OF PUBLICLY
 OWNED FACILITIES UNDERLYING PRIVATELY OWNED LANDS
 LAKEWOOD RANCH STEWARDSHIP DISTRICT

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3000 Professional Parkway Blvd, Suite 100 • Sarasota, Florida 34237-4441 • Phone 941-557-6666 • Fax 941-557-6667 • Web Site www.wilsonmiller.com

TASK CODE: 21000	DRAWN BY: MJM	CHECKED BY: RRC	CAD FILE: S2659-CCD4-WAT-SOUTH	PROJECT NO: 04688-002-003	SHEET 1 OF 4	DRAWING INDEX NO: A4688-002-003 002*	REV:
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FOR: LAKEWOOD RANCH STEWARDSHIP DISTRICT Mar 02, 2009 - 11:03:52 M.J.MARTIN\X:\SUR\02859-500\001\S2859-CCD4-CCE-wat-south.dwg

SKETCH AND DESCRIPTION OF EXHIBIT "A-1" TO AGREEMENT
 FOR INSTALLATION & MAINTENANCE OF PUBLICLY
 OWNED FACILITIES UNDERLYING PRIVATELY OWNED LANDS
 LAKEWOOD RANCH STEWARDSHIP DISTRICT

This is NOT a Survey.

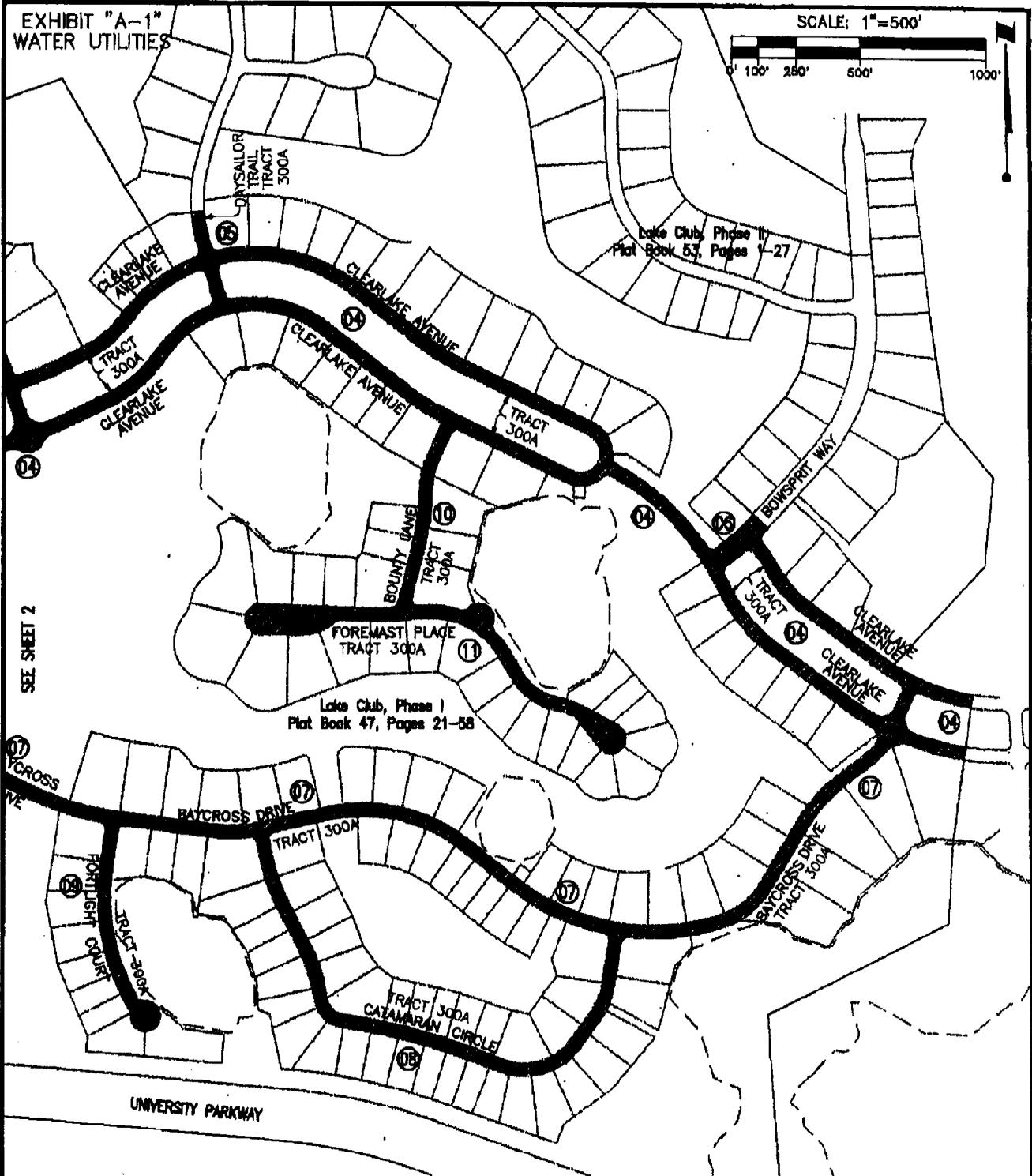
Wilson Miller REGISTERED PROFESSIONAL ENGINEER

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Wilson Miller, Inc.

680 Professional Parkway, Suite 500 • Grand Forks, North Dakota 58201 • Phone 701-782-4200 • Fax 701-782-4201 • www.wilsonmiller.com

TASK CODE: 21000	DRAWN BY: MJM	CHECKED BY: RRC	CAD FILE: S2859-CCD4-WAT-SOUTH	PROJECT NO: 04688-002-003	SHEET 2 OF 4	DRAWING INDEX NO: A4688-002-003 002*	REV:
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FOR: LAKEWOOD RANCH STEWARDSHIP DISTRICT Mar 02, 2009 - 11:04:05 M:\MARTIN\X\SUR\02859\500\001\S2859-3CD4-CCE-wat-south.dwg

SKETCH AND DESCRIPTION OF EXHIBIT "A-1" TO AGREEMENT
 FOR INSTALLATION & MAINTENANCE OF PUBLICLY
 OWNED FACILITIES UNDERLYING PRIVATELY OWNED LANDS
 LAKEWOOD RANCH STEWARDSHIP DISTRICT

This is NOT a Survey.

Wilson Miller REGISTERED PROFESSIONAL ENGINEER

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Wilson Miller, Inc.

6880 Professional Parkway, Suite 200 • Orlando, Florida 32835-0000 • Phone: 407-267-4800 • Fax: 407-267-4800 • Web: www.wilsonmiller.com

TASK CODE: 21000	DRAWN BY: MJM	CHECKED BY: RRC	CAD FILE: S2859-3CD4-WAT-SOUTH	PROJECT NO: 04888-002-003	SHEET 3 OF 4	DRAWING INDEX NO: A4688-002-003 002*	REV:
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**EXHIBIT "A-1"
 WATER UTILITIES**

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

All potable water mains, fire hydrants, valves and related appurtenances lying within the following described Tracts:

- ① That portion of Tract 301A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Lake Club Boulevard, which is described as follows: the north 460 feet of Tract 301A.
- ② That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Lake Club Boulevard.
- ③ That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Waterton Lane.
- ④ That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Clearlake Avenue.
- ⑤ That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Daysallor Trail.
- ⑥ That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Bowapirt Way.
- ⑦ That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Baycross Drive.
- ⑧ That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Catamaran Circle.
- ⑨ That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Portlight Court.
- ⑩ That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Bounty Lane.
- ⑪ That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Foremast Place.
- ⑫ That portion of Tract 302A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, which is designated as Lake Club Boulevard.
- ⑬ That portion of Tract 302A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, which is designated as Matera Court.
- ⑭ That portion of Tract 302A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, which is designated as Staysall Court.
- ⑮ That portion of Tract 304A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, which is designated as Anchorage Place.

FOR: LAKEWOOD RANCH STEWARDSHIP DISTRICT

Mar 02, 2009 - 11:04:18

This is NOT a Survey.
 M\MARTIN\X:\SUR\02859\500\001\S2859-004-CCE-wat-south.dwg

SKETCH AND DESCRIPTION OF EXHIBIT "A-1" TO AGREEMENT
 FOR INSTALLATION & MAINTENANCE OF PUBLICLY
 OWNED FACILITIES UNDERLYING PRIVATELY OWNED LANDS
 LAKEWOOD RANCH STEWARDSHIP DISTRICT

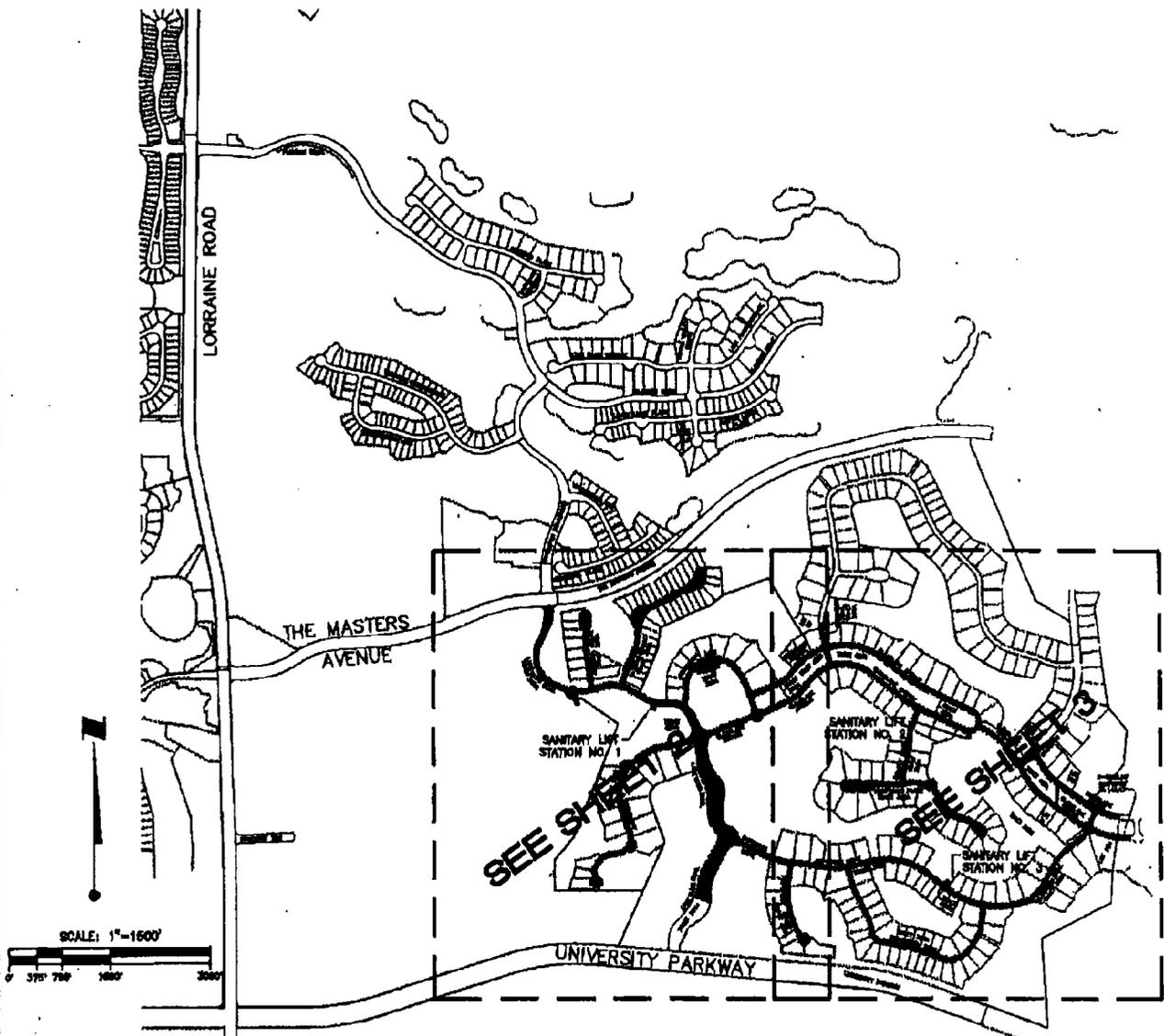
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TASK CODE: 21000	DRAWN BY: MJM	CHECKED BY: RRC	CAD FILE: S2859-004-WAT-SOUTH	PROJECT NO: 04688-002-003	SHEET 4 OF 4	DRAWING INDEX NO: A4688-002-003 002+	REV:
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EXHIBIT "A-2"
 SANITARY UTILITIES



NOTES:

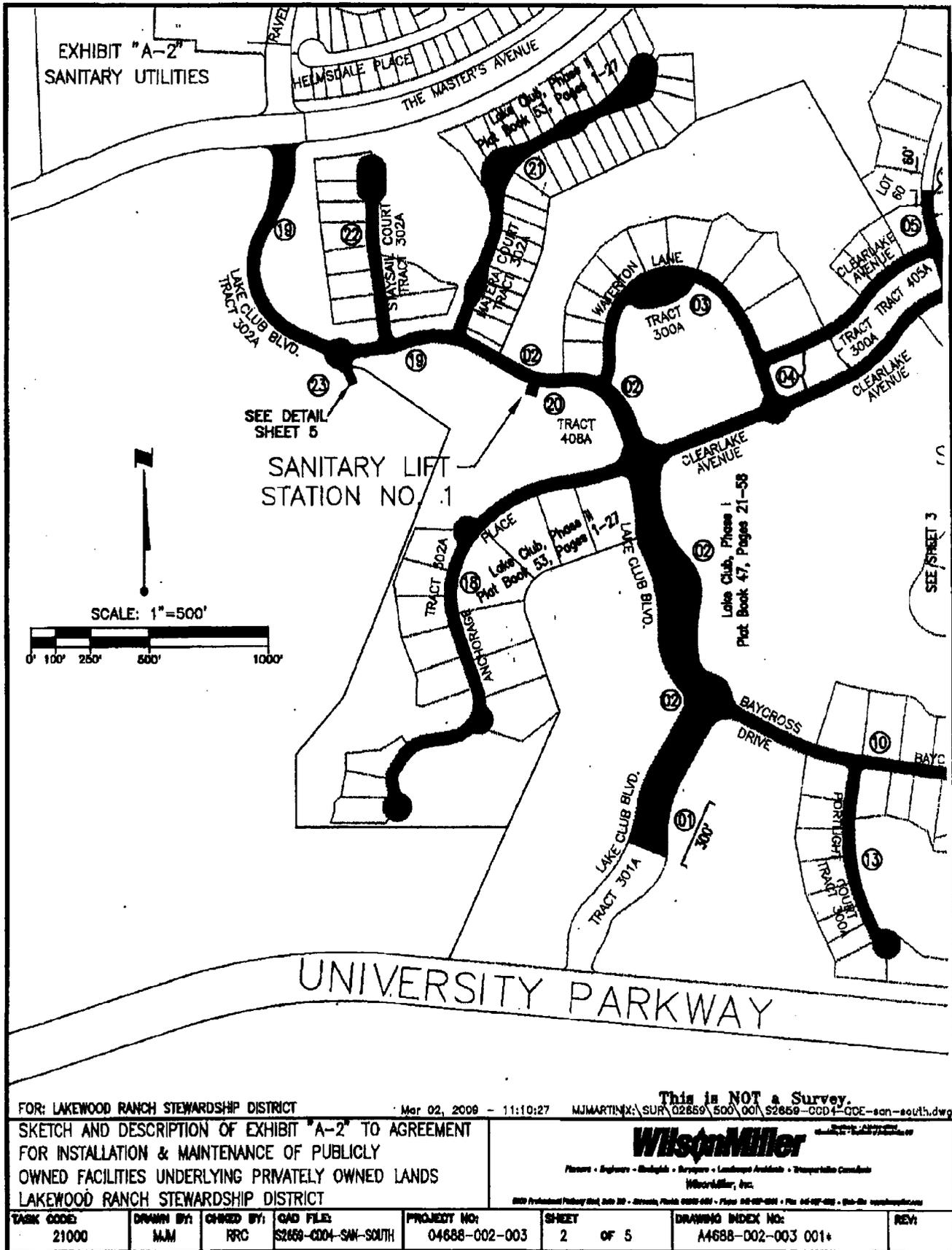
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SEE SHEETS 2 THROUGH 3 FOR DETAILS
 SEE SHEETS 4 THROUGH 5 FOR DESCRIPTION

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

3/13/09
 Date of Signature

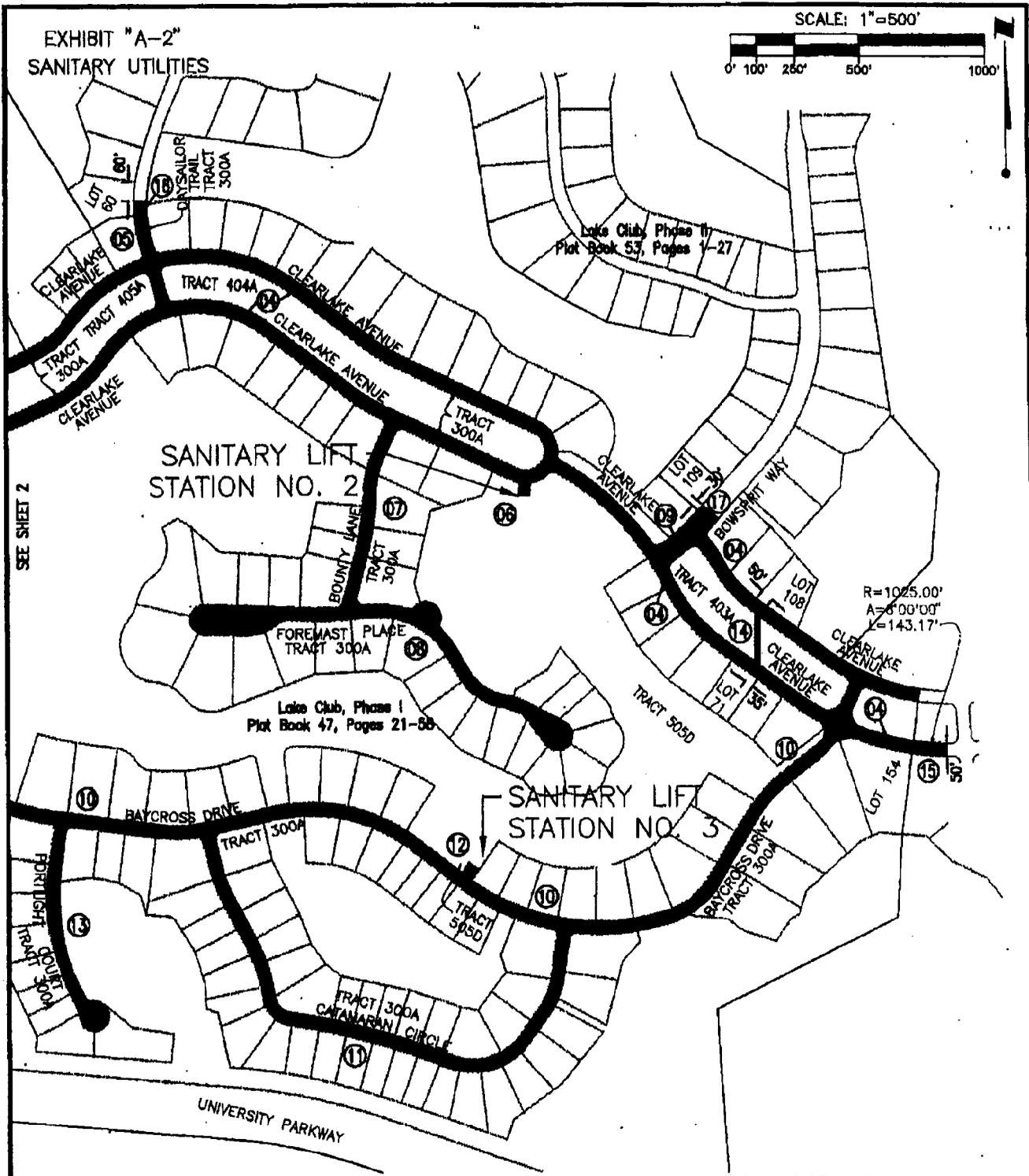
FOR: LAKEWOOD RANCH STEWARDSHIP DISTRICT		Mar 10, 2009 - 11:16:5		RCUNNING\X:\SUR\02858\500\001\S2858-COD4-CGE-ean-south.dwg		This is NOT a Survey.	
SKETCH AND DESCRIPTION OF EXHIBIT "A-2" TO AGREEMENT FOR INSTALLATION & MAINTENANCE OF PUBLICLY OWNED FACILITIES UNDERLYING PRIVATELY OWNED LANDS LAKEWOOD RANCH STEWARDSHIP DISTRICT				 Wilson Miller, Inc. 800 Professional Parkway East, Suite 200 • Sarasota, Florida 34239-4401 • Fax: 941-557-4300 • For: 941-557-4300 • Web: www.wilsonmiller.com			
TASK CODE:	DRAWN BY:	CHECKED BY:	CAD FILE:	PROJECT NO:	SHEET	DRAWING INDEX NO:	REV:
21000	MJM	RRC	S2858-COD4-SW-SOUTH	04688-002-003	1 OF 5	A4888-002-003 001+	



FOR: LAKEWOOD RANCH STEWARDSHIP DISTRICT
 Mar 02, 2009 - 11:10:27
 SKETCH AND DESCRIPTION OF EXHIBIT "A-2" TO AGREEMENT
 FOR INSTALLATION & MAINTENANCE OF PUBLICLY
 OWNED FACILITIES UNDERLYING PRIVATELY OWNED LANDS
 LAKEWOOD RANCH STEWARDSHIP DISTRICT

This is NOT a Survey.
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TASK CODE: 21000	DRAWN BY: MJM	CHECKED BY: RRC	CAD FILE: S2859-004-SM-SOUTH	PROJECT NO: 04688-002-003	SHEET 2 OF 5	DRAWING INDEX NO: A4688-002-003 001+	REV
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FOR: LAKEWOOD RANCH STEWARDSHIP DISTRICT Mar 02, 2009 - 11:10:43 M:\MARTIN\X\SUR_02859\500\001\22859-CDD4-CCE-south.dwg

SKETCH AND DESCRIPTION OF EXHIBIT "A-2" TO AGREEMENT
 FOR INSTALLATION & MAINTENANCE OF PUBLICLY
 OWNED FACILITIES UNDERLYING PRIVATELY OWNED LANDS
 LAKEWOOD RANCH STEWARDSHIP DISTRICT

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TASK CODE: 21000	DRAWN BY: MJM	CHECKED BY: RRC	CAD FILE: S2859-CDD4-SAN-SOUTH	PROJECT NO: 04688-002-003	SHEET 3 OF 5	DRAWING INDEX NO: A4688-002-003 001*	REV:
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EXHIBIT "A--2"
 SANITARY UTILITIES

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

All sanitary sewer force mains and gravity mains, lift stations and related appurtenances lying within the following described Tracts:

- 01 That portion of Tract 301A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Lake Club Boulevard, which is described as follows: The north 300 feet of Tract 301A.
- 02 That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Lake Club Boulevard.
- 03 That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Waterton Lane and includes the intersection of said Waterton Lane and Clearlake Avenue.
- 04 That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Clearlake Avenue
- 05 That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Daysailor Trail.
- 06 Lift Station #2 (located at 16310 Clearlake Avenue) - That portion of Tract 505D, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Lift Station Easement on sheet 34 of 38.
- 07 That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Bounty Lane.
- 08 That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Foremost Place.
- 09 That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Bowsprit Way.
- 10 That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Baycross Drive.
- 11 That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Catamaran Circle.
- 12 Lift Station #3 (located at 16211 Baycross Drive) - That portion of Tract 505D, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Lift Station Easement on sheet 24 of 38.
- 13 That portion of Tract 300A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which is designated as Portlight Court.
- 14 A 20-foot wide strip of land lying in Tract 403A, Lake Club, Phase I, recorded in Plat Book 47, Pages 21 through 58 of the Public Records of Manatee County, Florida, which the center line is described as follows: Begin at the intersection of the south line of said Tract 403A and the northerly extension of a line parallel with and 35.00 feet westerly of the easterly line of Lot 71, said Lake Club; thence run north to the intersection with the northerly line of said Tract 403A and the southerly extension of a line parallel with and 50.00 feet easterly of the westerly line of Lot 108, Lake Club II, as recorded in Plat Book 53, Pages 1 through 27, said Public Records, for a point of Termination.

FOR: LAKEWOOD RANCH STEWARDSHIP DISTRICT

Mar 02, 2009 - 11:10:55

This is NOT a Survey.
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SKETCH AND DESCRIPTION OF EXHIBIT "A-2" TO AGREEMENT
 FOR INSTALLATION & MAINTENANCE OF PUBLICLY
 OWNED FACILITIES UNDERLYING PRIVATELY OWNED LANDS
 LAKEWOOD RANCH STEWARDSHIP DISTRICT

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TASK CODE: 21000	DRAWN BY: MJM	CHECKED BY: RRC	CAD FILE: S2659-004-SAN-SOUTH	PROJECT NO: 04688-002-003	SHEET 4 OF 5	DRAWING INDEX NO: A4688-002-003 001*	REV:
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DESCRIPTION (continued):

EXHIBIT "A-2"
 SANITARY UTILITIES

(15) A 50-foot wide strip of land lying in Section 35, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Begin at the easterly boundary of Lake Club, Phase I as recorded in Plat Book 47, Pages 21 through 58, Public Records of Manatee County, Florida at the intersection of the center line of the southerly section of Clearlake Avenue, said point being on a curve of which the radius point lies N.07°54'17"E., a distance of 1025.00 feet; thence continuing easterly along the arc of said curve, through a central angle of 08°00'00", a distance of 143.17 feet to the Point of Termination.

(16) That portion of Tract 303A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, which is designated as Daysallor Trail, lying south of a line 60 feet south of the easterly extension of the northerly line of Lot 60.

(17) That portion of Tract 303A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, which is designated as Bowsprit Way, lying south of a line 30 feet north of the easterly extension of the southerly line of Lot 109.

(18) Tract 304A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, which is designated as Anchorage Place.

(19) That portion of Tract 302A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, which is designated as Lake Club Boulevard.

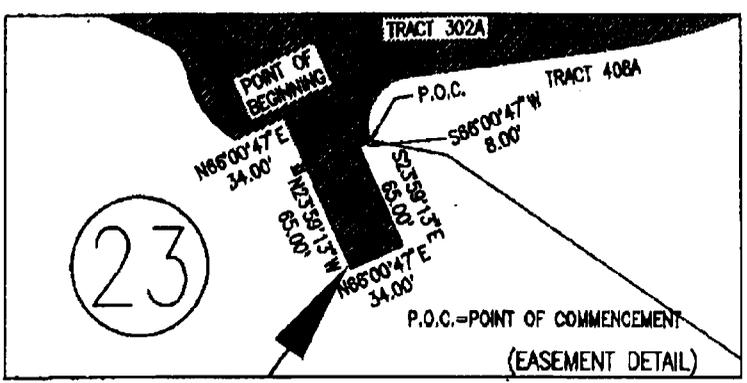
(20) Lift Station #1 (located at 8000 Lake Club Boulevard) - That portion of Tract 408A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, which is designated as Lift Station Easement on sheet 20 of 27.

(21) That portion of Tract 302A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, which is designated as Matera Court.

(22) That portion of Tract 302A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, which is designated as Staysall Court.

(23) A tract of land, lying Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at a point where the western corner of Tract 408A, Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, intersects the southerly line of Tract 302A which is designated as Lake Club Boulevard; thence S.66°00'47"W., along the southerly line of said Lake Club Boulevard, a distance of 8.00 feet to the Point of Beginning; thence S.23°59'13"E., a distance of 65.00 feet; thence S.66°00'47"W., a distance of 34.00 feet; thence N.23°59'13"W., a distance of 65.00 feet to a point on said southerly line of said Lake Club Boulevard; thence N.66°00'47"E. along said southerly line of said Lake Club Boulevard, a distance of 34.00 feet to the POINT OF BEGINNING.



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FOR: LAKEWOOD RANCH STEWARDSHIP DISTRICT Mar 02, 2009 - 11:11:07 M:\MARTIN\X\SUR\02859\500\00\S2859-CDD4-COE-scn-south.dwg

SKETCH AND DESCRIPTION OF EXHIBIT "A-2" TO AGREEMENT
 FOR INSTALLATION & MAINTENANCE OF PUBLICLY
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TASK CODE: 21000	DRAWN BY: MJM	CHECKED BY: RRC	CAD FILE: S2859-CDD4-SAN-SOUTH	PROJECT NO: 04688-002-003	SHEET 5 OF 5	DRAWING INDEX NO: A4688-002-003 001+	REV:
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