AGREEMENT FOR TRANSFER
OF WASTEWATER FACILITIES

regarding

LAKEWOOD RANCH CDD 2

This Agreement ("Agreement") is entered into as of ____________, 2018, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), and Lakewood Ranch Community Development District 2, a Florida special district established pursuant to Chapter 190, Florida Statutes (hereinafter, the "District").

RECITALS

WHEREAS, the District is a community development district established pursuant to Chapter 190, Florida Statutes, and is charged with the operation and maintenance of certain infrastructure within the development commonly referred to as Lakewood Ranch Golf and Country Club (the "Development"), located in Manatee County, Florida, and owns certain 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; and

WHEREAS, the District desires to transfer ownership of the Facilities to the County, and the County is willing to accept ownership of the Facilities, subject to the conditions set forth herein; and

WHEREAS, upon closing of the transfer of Facilities as provided herein, the Facilities will be transferred to the County for the use and enjoyment of the general public, and operated and maintained by the County in accordance with its general standards for 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 District agree as follows:

Article I

DEFINITIONS AND CONSTRUCTION

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

A. "Assumed Liabilities" shall have the meaning set forth in Section 2.4(a).

B. "Bill of Sale" shall have the meaning set forth in Section 2.6(a)(i).
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. "Closing" shall have the meaning set forth in Section 2.5.

E. "Closing Date" shall mean the date on which the Closing actually takes place.

F. "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.

G. "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.

**Article II**

**TRANSFER OF SYSTEM; CLOSING**

2.1 **Facilities To Be Transferred.** Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, District shall convey, assign, transfer and deliver to County, and County shall accept from District, free and clear of any encumbrances, the Facilities, and all of District’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 District’s possession; and

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

The District shall transfer only the Facilities, as defined above, which are held by the District on behalf of the property owners in the Development or the general public. The County shall not accept, and shall not assume any responsibility for, connecting lines or other facilities located on individual parcels or lots of Development property owners.

2.2 **Required Utility Easements.** The County has entered into this Agreement in reliance on the assumption that all Facilities are presently located in parcels owned by the District and/or dedicated to the District. At closing, the District shall (a) in the case of Facilities located in real property owned by or dedicated to the District, convey or transfer to the County the public utility
easements necessary to accommodate the Facilities, or (b) in the case of Facilities located outside of real property owned by the District, 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 sole consideration to the District for the transfer of the Facilities, the sufficiency of which is hereby acknowledged by the District, shall be the assumption by the County of the responsibility to operate and maintain the Facilities.

2.4 Liabilities.

(a) Assumed Liabilities. On the Closing 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 Closing provided, however, that such Liability does not arise as a result of District’s Breach hereunder;

(ii) any Liability arising after Closing from operation of the Facilities after the Closing, provided, however, that such Liability is not the result of District’s Breach hereunder.

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 District arising out of or resulting from any Proceeding pending as of the Closing, (ii) any Liability of District arising out of any Proceeding commenced after the Closing and arising out of or relating to any occurrence or event happening prior to the Closing to the extent that such Proceeding relates to District’s actions or inactions prior thereto, and (iii) any Liability for District’s performance of its obligations hereunder.

(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 District. Retained Liabilities shall include any liabilities associated with alleged past violations and enforcement actions, whether known or unknown, existing as of the Closing Date that would remain past Closing. Retained Liabilities shall not include maintenance, repair or replacement of any portion of the Facilities after they have been accepted by the County.

(c) Operation and Maintenance. The County shall operate and maintain the Facilities in accordance with its general standards for its wastewater collection system, as a component of the County’s water and wastewater utility system in accordance with Chapter 2-31 of the Manatee County Code of Ordinances. The District acknowledges that minor settlement may occur with respect to the County’s repair work to roads and driveways and that the District hereby releases the County from any liability due to any such minor settlement. The District 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, and (2) the County shall not be liable or responsible for replacement or repair of improvements (including
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, and (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 Closing. The transfer provided for in this Agreement (the “Closing”) will take place at the County Administration Center, 1112 Manatee Avenue West, Bradenton, Florida, commencing at 10:00 a.m. (local time) on or before March 30, 2018, unless County and District otherwise agree in writing executed by the County’s Director of Utilities and an authorized representative of the District. Subject to the provisions of Section 8.1, failure to consummate the transfer provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.5 will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement. In such a situation, the Closing will occur as soon as practicable, subject to Section 8.1.

2.6 Closing Obligations. In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing:

(a) District shall deliver to County:

(i) A bill of sale for all of the Facilities in the form to be agreed upon by the parties prior to Closing (the “Bill of Sale”) executed by District;

(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 deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by County, each in form and substance agreed upon by the parties prior to Closing, executed by District or third parties;

(iv) assignment of any construction work on the Facilities in progress in form reasonably acceptable to County which have not yet been placed in service as of the date of the Closing (such capital improvements which have been placed in service being part of the Facilities which are otherwise conveyed by District hereunder);

(v) a certificate executed by District as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 3.1 and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 3.2; and
and signatures of the officers of District executing this Agreement and any other document relating to the sale and transfer of the Facilities.

(b) County shall deliver to District:

(i) written documentation suitable for recording of the acceptance of the sale and transfer of the Facilities by County. District shall record the document in the Public Records of Manatee County.

2.7 Engineering, Legal and Financial Due Diligence. County is relying upon its own due diligence investigation in entering into this Agreement. The County shall have until sixty (60) days after the effective date of this Agreement to complete, at its expense, any financial, legal, engineering and operational compliance investigation of the Facilities, as well as the environmental investigations conducted pursuant to Section 5.5. Based upon the results of such due diligence investigations County shall have the right to terminate this Agreement for any material defects or problems revealed, and County shall provide District with written notice of termination within ten (10) days of completion of such due diligence. During this period, District shall provide County and its representatives reasonable access to all Facilities.

Article III
REPRESENTATIONS AND WARRANTIES OF DISTRICT

District represents and warrants to County as of the effective date of this Agreement, and through the date of the Closing, as follows.

3.1 Organization and Good Standing. District is a special district duly organized, validly existing and in good standing under the laws of the State of Florida, with full power and authority to conduct business as it is now being conducted, to own or use the Facilities and/or parcels of real property that it purports to own or use, and to perform all its obligations under this Agreement. Complete and accurate copies of the Governing Documents of District, as currently in effect, will be provided, upon request, to County prior to Closing.

3.2 Enforceability; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of District, enforceable against District in accordance with its terms and each of the closing documents executed by District will constitute the legal, valid, and binding obligation of District, enforceable against District. District 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 actions have been duly authorized by all necessary action by District’s Board of Supervisors.

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of the sale and transfer of the Facilities and interests in real property will, directly or indirectly (with or without notice or lapse of time) Breach (A) any provision of any of the governing documents of District or (B) any resolution adopted by the Board of Supervisors of District.
3.3 Good and Marketable Title. With respect to any lands through which District will convey utility easements to County pursuant to Section 2.2, District owns good and marketable title to lands, free and clear of any encumbrances, other than liens for Taxes, if any, for the current tax year which are not yet due and payable. With respect to dedicated utility easements to be transferred to the County, pursuant to Section 2.2, District has the legal right to possession of such areas and the legal right to transfer them to the County.

3.4 Legal Proceedings. There is no pending or, to District’s knowledge, threatened Proceeding: (i) by or against District 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 or interests in real property. To the knowledge of District, 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.

To the best of the District’s knowledge, District is in material compliance with environmental laws relating to the operation and maintenance of the Facilities. To the best of District’s knowledge, it has not received any citation, directive, inquiry, notice, order, summons, warning or communication from any agency with jurisdiction pertaining to any alleged or potential violation of any environmental law pertaining to the operation and maintenance of the Facilities as defined herein.

Article IV
REPRESENTATIONS AND WARRANTIES OF COUNTY

County represents and warrants to District 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 DISTRICT

5.1 Notification. Between the date of this Agreement and the Closing, District 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 District’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 District's discovery of, such fact or condition. During the same period, District also shall promptly notify County of the occurrence of any Breach of any covenant of District 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 Best Efforts. District shall use its Best Efforts to cause the conditions in this Agreement to be satisfied on or before the Closing.

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

5.4 Assistance in Proceedings. For a period of one (1) year, District 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 Closing Date involving the Facilities.

5.5 Environmental and Real Estate Matters.

(a) The County shall have the right, at County's expense, but not the obligation, to do Phase 1 and Phase 2 environmental site assessments and studies and regulatory compliance audits on the real property in which the Facilities are located (collectively, "Environmental Property") as County may determine. For sixty (60) days after the County has received all the foregoing assessments, studies and audits that County desires to obtain pursuant to this Section, the County shall have the right, but not the obligation, to do such further environmental studies and assessments (including soil and surface water and ground water testing) and regulatory compliance audits for the Environmental Property based on the recommendations contained in such Phase I assessments or in, subsequent reports issued by the environmental consultant(s) on the Environmental Property which reports were obtained pursuant to this Section.

(b) County will deliver written notice to District prior to the expiration of the inspection period of County's determination of whether or not the Environmental Property is acceptable. County's failure to comply with this notice requirement will constitute acceptance of as suitable for County's intended use in its "as is" condition. If the Environmental Property is unacceptable to County and written notice of this fact is timely delivered to District, this Agreement shall be deemed terminated as of the day after the inspection period ends.

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 Closing and 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 Closing 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. Notwithstanding the foregoing, nothing contained in this Agreement shall constitute a waiver of the District’s sovereign immunity protections pursuant to Section 768.28, Florida Statutes, or other applicable law.

6.2 Indemnification and Reimbursement by District. To the extent allowable by law and specifically without waiving its sovereign immunity protections, District shall indemnify, defend 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 District 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 District pursuant to this Agreement; and (b) any Breach of any covenant or obligation of District in this Agreement or in any other certificate, document, writing or instrument delivered by District pursuant to this Agreement.

6.3 Indemnification and Reimbursement by District – Environmental Matters. In addition to the obligations in Section 6.2, District will indemnify, defend and hold harmless County and will reimburse County for any damages including costs of clean up, containment (or other remediation) arising from any residual environmental contamination resulting from operation of the Facilities by the District prior to the closing date for a period of one (1) year.

Article VII

CONDITIONS PRECEDENT TO COUNTY’S OBLIGATION TO CLOSE

County’s obligation to accept the Facilities and to take the other actions required to be taken by County at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by County, in whole or in part):

7.1 Accuracy of Representations. All of the representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually) shall have been accurate as of the Closing Date, and shall be accurate in all material respects as of the time of the Closing as if then made.

7.2 Performance. All of the covenants and obligations that District is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and
7.2 Performance. All of the covenants and obligations that District is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

Article VIII
TERMINATION

8.1 Termination Events. By notice given prior to or at the Closing, subject to a reasonable opportunity to cure, this Agreement may be terminated as follows: (a) by County if a material Breach of any provision of this Agreement has been committed by District and such Breach has not been waived by County; (b) by District if a material Breach of any provision of this Agreement has been committed by County and such Breach has not been waived by District; (c) by County if any condition of Closing set forth herein is not satisfied or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of County to comply with its obligations under this Agreement), and County has not waived such condition on or before such date; (d) by mutual consent of County and District; (e) by County if the Closing has not occurred on or before March 30, 2018 or such later date as the parties may agree upon, unless the County is in material Breach of this Agreement; (f) by District if the Closing has not occurred on or before March 30, 2018 or such later date as the parties may agree upon, unless the District is in material Breach of this Agreement, or (h) by the County pursuant to Sections 2.7 or 5.5.

8.2 Effect Of Termination. Each party's right of termination under Section 8.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 8.1, all obligations of the parties under this Agreement will terminate.

Article IX
TERM AND DURATION

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

9.2 Duration. Unless terminated in accordance with Section 8.1, this Agreement shall remain in full force and effect for a period of one (1) year from the effective date hereof.

Article X
AMENDMENTS; ENFORCEMENT

10.1 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 District by an authorized signatory.

10.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.
Article XI
MISCELLANEOUS PROVISIONS

11.1 Validity. After consultation with their respective legal counsel, the County and the District 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.

11.2 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, the District or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

11.3 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.

11.4 Ambiguities. All 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.

11.5 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.

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

11.7 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.

11.8 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.

11.9 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 five (5) 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 District:       Lakewood Ranch Community Development District 2
                      8175 Lakewood Ranch Blvd.
                      Lakewood Ranch, FL 34202

With copy to:         Andrew H. Cohen, Esq.
                      6853 Energy Court
                      Lakewood Ranch, FL 34240

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 the District 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 entity acknowledging), a __________ (state or place of corporation) corporation, on behalf of the entity, who is personally known to me or has produced ______ as identification.

________________________________________
NOTARY PUBLIC Signature

________________________________________
Printed Name
ATTEST:

BY: Jane Ross

Print name and address of each witness: Jane Ross 8175 Lakewood Ranch Blvd

(L signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18th day of March, 2018, by Peter M. Bokach, Chair of the Lake Wood Ranch Community Development District 2 (name and title of agent) of Lake Wood Ranch Community Development District 2 (name of entity acknowledging), a Florida (state or place of corporation) corporation, on behalf of the entity, who is personally known to me or has produced ______ as identification.

__________________________
MARIE A. THOMPSON
NOTARY PUBLIC Signature

Printed Name
EXHIBIT "A"
FACILITIES
LEGAL DESCRIPTION:
A TRACT LYING WITHIN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 400, LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE C, UNIT 2 A SUBDIVISION, AS RECORDED IN PLAT BOOK 31, PAGES 4 THRU 6, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF OAKLAND HILLS DRIVE (A 50 FOOT WIDE PUBLIC ROAD, DRAINAGE AND UTILITY EASEMENT PER SAID PLAT OF LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE C, UNIT 2); THENCE RUN S89°46’11”E ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID TRACT 400, A DISTANCE OF 8.00 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N00°13’49”E, A DISTANCE OF 50.00 FEET; THENCE RUN S89°46’11”E, A DISTANCE OF 22.00 FEET; THENCE RUN S00°13’49”W, A DISTANCE OF 8.00 FEET; THENCE RUN S48°49’50”E, A DISTANCE OF 33.17 FEET; THENCE RUN S13°51’56”E, A DISTANCE OF 17.19 FEET TO SAID NORTH RIGHT OF WAY LINE, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING: A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 10°14’51”, A CHORD BEARING OF S85°06’24”W, AND A CHORD DISTANCE OF 40.19 FEET; THENCE RUN ON THE ARC OF SAID CURVE A DISTANCE OF 40.24 FEET; THENCE RUN N89°46’11”W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 11.22 FEET TO SAID POINT OF BEGINNING.

SAID LANDS CONTAINING 1882.47 SQUARE FEET (0.043 ACRES) MORE OR LESS.

SURVEY NOTES:
1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH RIGHT OF WAY LINE OF OAKLAND HILLS DRIVE, AS BEING S89°46’11”E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS—OF—WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050—.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

PREPARED FOR:
LAKewood RANCH CDD #2

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.
LEGEND:

- LINE BREAK
- POC POINT ON A CURVE
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- L LENGTH
- R RADIUS
- Δ CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD LENGTH
- TAN BRG TANGENT BEARING
- ft SQUARE FEET
- ac ACRES
- SEC SECTION

SUBJECT PARCEL
CONTAINS: 1882.47 SQ. FT ±

POINT OF BEGINNING—

P.O.C.

SOUTH Y.SCORNER OF TRACT 400,
LAKEWOOD RANCH COUNTRY CLUB VILLAGE
SUBPHASE C, UNIT 2
PLAT BOOK 31, PAGE 6

LOT 1
PLAT BOOK 31, PAGE 6

TRACT 400
OPEN SPACE, DRAINAGE & UTILITY EASEMENT
PLAT BOOK 31, PAGE 6
PARCEL ID: 588422303

TRACT 500
LAKE, UTILITY AND DRAINAGE EASEMENT
PLAT BOOK 31, PAGE 6

SHEET 2 OF 2 (SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

OAKLAND HILLS DRIVE
TRACT 300
50.00' PUBLIC ROAD, DRAINAGE & UTILITY EASEMENT
PLAT BOOK 31, PAGE 6

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
A LIFT STATION #6
PARCEL

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 18 EAST
MANATEE COUNTY FLORIDA

Dewberry

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9686
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

LAKEWOOD RANCH CDD #2

DATE: 01/19/2018
REV DATE: 
SCALE 1" = 30'
PROJ. 5008636
DRAWN BY: RSS
CHECKED BY: WDD

MANATEE COUNTY FLORIDA
LEGAL DESCRIPTION:
A TRACT LYING WITHIN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 514, LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE D, UNIT 1, A/K/A SPIGLASS A SUBDIVISION, AS RECORDER IN PLAT BOOK 34, PAGES 113 THRU 117, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF THE MASTERS AVENUE (A 50 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 1500, PAGE 6809 OF SAID PUBLIC RECORDS; SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE NORTH, HAVING: A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 02'09'45", A CHORD BEARING OF S71'04'05"W, AND A CHORD DISTANCE OF 12.27 FEET; THENCE RUN ON THE ARC OF SAID CURVE A DISTANCE OF 12.27 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ON SAID NORTH RIGHT OF WAY LINE AND ON A CURVE CONCAVE TO THE NORTH, HAVING: A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 04'22'10", A CHORD BEARING OF S74'20'02"W, AND A CHORD DISTANCE OF 24.78 FEET; THENCE RUN ON THE ARC OF SAID CURVE A DISTANCE OF 24.78 FEET FOR A POINT OF TANGENCY; THENCE RUN ON SAID NORTH RIGHT OF WAY LINE S76'29'59"W, A DISTANCE OF 29.89 FEET; THENCE RUN N13'31'01"W, A DISTANCE OF 40.08 FEET; THENCE RUN N76'28'59"E, A DISTANCE OF 59.14 FEET; THENCE RUN S06'58'46"E, A DISTANCE OF 39.42 FEET TO SAID POINT OF BEGINNING.

SAID LANDS CONTAINING 2271.32 SQUARE FEET (0.052 ACRES) MORE OR LESS.

SURVEY NOTES:
1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF TRACT 514, AS BEING N.0658'46"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

SHEET 1 OF 2

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

Dewberry

PREPARED FOR:

LAKEWOOD RANCH CDD #2

2201 CANTUCOURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9686
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

DATE: 01/24/2018
REV DATE:
SCALE 1" = 30'
PROJ. 50068836
DRAWN BY: RSS
CHECKED BY: WOQ
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Lakewood Ranch Community Development District 2, a special district established pursuant to Chapter 190, Fla. Stat., whose mailing address is 8175 Lakewood Ranch Boulevard, Bradenton, FL 34202 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from Manatee County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

1. All lift stations, facilities, equipment, and appurtenances thereto, including but not limited to Lakewood Ranch Lift Station Number 6 Duplex Pump Station with dual Hydromatic S4NRC500M3-4 Pumps and Lift Station Number 7 Duplex Pump Station with dual Hydromatic S4NRC500M3-4 Pumps, located within or upon that certain real property owned by the SELLER and described below:

   See attached Composite Exhibit “A”

   All on the property described in Composite Exhibit “A”, attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

   TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

   AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.
IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this day of March, 2018.

WITNESSES:

Signature: ____________________________
Print Name: Anne Kess

Signature: ____________________________
Print Name: Kay DePaola

Signature: ____________________________
Print Name: Anne Kess

Signature: ____________________________
Print Name: Kay DePaola

LAKEWOOD RANCH COMMUNITY DEVELOPMENT DISTRICT 2

BY: ____________________________
Peter Bokach, Chairman

WITNESSES:

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to and subscribed before me this 13th day of March, 2018, by Peter Bokach and Michael Finney, who are personally known to me OR have produced ________________ as identification.

________________________
NOTARY PUBLIC, State of Florida

Printed Name: MARIE A. THOMPSON
My Commission Expires: 9/28/2020

MARIE A. THOMPSON
MY COMMISSION # GG034457
EXPIRES September 28, 2020
Exhibit "A"
Sketch and Legal Descriptions for Lift Stations #6 and #7
LEGAL DESCRIPTION:
A TRACT LYING WITHIN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 400, LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE C, UNIT 2 A SUBDIVISION, AS RECORDED IN PLAT BOOK 31, PAGES 4 THRU 6, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF OAKLAND HILLS DRIVE (A 50 FOOT WIDE PUBLIC ROAD, DRAINAGE AND UTILITY EASEMENT PER SAID PLAT OF LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE C, UNIT 2); THENCE RUN S89°46'11"E ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID TRACT 400, A DISTANCE OF 8.00 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N0°13'49"E, A DISTANCE OF 50.00 FEET; THENCE RUN S89°46'11"E, A DISTANCE OF 22.00 FEET; THENCE RUN S00°13'49"W, A DISTANCE OF 8.00 FEET; THENCE RUN S48°49'50"E, A DISTANCE OF 33.17 FEET; THENCE RUN S13°51'56"E, A DISTANCE OF 17.19 FEET TO SAID NORTH RIGHT OF WAY LINE, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING: A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 10°14'51", A CHORD BEARING OF S85°06'24"W, AND A CHORD DISTANCE OF 40.19 FEET; THENCE RUN ON THE ARC OF SAID CURVE A DISTANCE OF 40.24 FEET; THENCE RUN N89°46'11"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 11.22 FEET TO SAID POINT OF BEGINNING.

SAID LANDS CONTAINING 1882.47 SQUARE FEET (0.043 ACRES) MORE OR LESS.

SURVEY NOTES:
1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH RIGHT OF WAY LINE OF OAKLAND HILLS DRIVE, AS BEING S89°46'11"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.
**LEGEND:**

- **L**ine Break
- **POC** Point On a Curve
- **PC** Point of Curvature
- **PRC** Point of Reverse Curvature
- **PT** Point of Tangency
- **R/W** Right of Way
- **OR** Official Records Book
- **PG** Page
- **L** Length
- **R** Radius
- **A** Central Angle
- **CB** Chord Bearing
- **CH** Chord Length
- **TAN** Tangent Bearing
- **sf** Square Feet
- **AC** Acres
- **SEC** Section

---

**GOLF COURSE**

(Not Platted)

**TRACT 400**

**LOT 1**

**PLAT BOOK 31, PAGE 6**

**NOW OR FORMERLY PARCEL ID: 588422303**

**TRACT 500**

**LAKE, UTILITY AND DRAINAGE EASEMENT**

**PLAT BOOK 31, PAGE 6**

**S89°46′11″E 22.00′**

**N89°46′11″W 11.22′**

**S90°13′49″E 50.00′**

**POINT OF BEGINNING**

---

**SOUTHWEST CORNER OF TRACT 400,**

**LAKERIDGE RANCH COUNTRY CLUB VILLAGE**

**SUBPHASE C, UNIT 2**

**PLAT BOOK 31, PAGE 6**

**S89°46′11″E 8.00′**

**S48°49′50″E 33.17′**

**S13°51′56″E 17.19′**

**10′ NON EXCLUSIVE UTILITY AND DRAINAGE EASEMENT**

**PER PLAT BOOK 31, PAGE 4**

**NORTH R/W LINE**

**L=40.24′**

**R=225.00′**

**Δ=10°14′51″**

**CB=S85°06′24″W**

**CH=40.19′**

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**OAKLAND HILLS DRIVE**

**TRACT 300**

**50.00′ PUBLIC ROAD, DRAINAGE & UTILITY EASEMENT**

**PLAT BOOK 31, PAGE 6**

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**SHEET 2 OF 2**

(See Sheet 1 for description of sketch)

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**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

---

**SKETCH OF DESCRIPTION**

**—OF—**

**A LIFT STATION #6 PARCEL**

**SECTION 32, TOWNSHIP 35 SOUTH, RANGE 18 EAST**

**MANATEE COUNTY, FLORIDA**

---

**Dewberry**

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9686
WWW.DEWBERRY.COM

**CERTIFICATE OF AUTHORIZATION No. LB 8011**

---

**PREPARED FOR:**

**LAKESIDE RANCH COD #2**

**DATE: 01/18/2018 REV:**

**DRAWN BY: RSS**

**SCALE 1″ = 30′**

**CHECKED BY:**

**DATE: 03/06/2018**

**PROJ: 50088638**

---

**Dewberry name:** S. Oakwood Drive, 521 Oakwood Road, EASTON, MA 02356, arduvy, dwans, & address. Sheet 2, Apr 29, 2018, 3:38pm, by change.
LEGAL DESCRIPTION:

A TRACT LYING WITHIN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 514, LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE D, UNIT 1, A/K/A SPYGLASS AS SUBDIVISION, AS Recorded IN PLAT BOOK 34, PAGES 113 THRU 117, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF THE MASTERS AVENUE (A 50 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 1500, PAGE 6809 OF SAID PUBLIC RECORDS; SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE NORTH, HAVING: A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 02°09'45", A CHORD BEARING OF S71°04'05"W, AND A CHORD DISTANCE OF 12.27 FEET; THENCE RUN ON THE ARC OF SAID CURVE A DISTANCE OF 12.27 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ON SAID NORTH RIGHT OF WAY LINE AND ON A CURVE CONCAVE TO THE NORTH, HAVING: A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 04°22'10", A CHORD BEARING OF S74°20'02"W, AND A CHORD DISTANCE OF 24.78 FEET; THENCE RUN ON THE ARC OF SAID CURVE A DISTANCE OF 24.78 FEET FOR A POINT OF TANGENCY; THENCE CONTINUE RUN ON SAID NORTH RIGHT OF WAY LINE S78°29'59"W, A DISTANCE OF 29.89 FEET; THENCE RUN N1°33'01"W, A DISTANCE OF 40.08 FEET; THENCE RUN N76°28'59"E, A DISTANCE OF 59.14 FEET; THENCE RUN S06°58'46"E, A DISTANCE OF 39.42 FEET TO SAID POINT OF BEGINNING.

SAID LANDS CONTAINING 2271.32 SQUARE FEET (0.052 ACRES) MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF TRACT 514, AS BEING N.06°58'46"W.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.

3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

4. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER
DATE
LICENSE NUMBER LS 6890

Dewberry

PREPARED FOR:

LAKEWOOD RANCH CDD #2

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9686
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

DATE: 01/24/2018 REV
DATE: 03/06/2018
PROJ: 50088636
DRAWN BY: RSS
CHECKED BY: WOD
SCALE 1" = 30"
LEGEND:

- LINE BREAK
- POC POINT OF COMMENCEMENT
- PC POINT OF CURVATURE
- P0B POINT OF BEGINNING
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- L LENGTH
- R RADIUS
- Α CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD LENGTH
- TAN BRG TANGENT BEARING
- sf SQUARE FEET
- ac ACRES
- SEC SECTION

PARCEL 4
LEGACY GOLF COURSE
PLAT BOOK 10, PAGE 128

SUBJECT PARCEL
CONTAINS: 2271.32 SQ. FT. ±

N76°28'59"E 59.14'

WIDE FLORIDA POWER & LIGHT CO. EASEMENT
O.R. BOOK 1506, PAGE 3130

LANDS PER O.R. BOOK 1717, PAGE 5053
NOW OR FORMERLY PARCEL ID: 588400689

S76°29'59"W 29.89'

THE MASTERS AVENUE
50.00' WIDE RIGHT-OF-WAY
O.R. BOOK 1500, PAGE 6809

P.O.C.
SW: CORNER OF TRACT 514

S06°38'46"E 39.42'
P.O.C.
SOUTHWEST CORNER
OF TRACT 514

L=12.27'
R=325.00'
Δ=20°45'
CB=S71°04'05"W
CH=12.27'
P.O.B.
L=24.78'
R=325.00'
Δ=4°22'10"
CB=S74°20'02"W
CH=24.78'

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
OF
A LIFT STATION #7
PARCEL

SECTIONS 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST

MANATEE COUNTY,
FLORIDA

Dewberry

PREPARED FOR:

LAKESIDE RANCH CDD #2

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9686
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

DATE: 01/24/2018
REV. DATE: 03/06/2018
SCALE 1" = 30'
PROD: 50088336
DRAWN BY: RSS
CHECKED BY: WDD
ACKNOWLEDGMENT OF TRANSFER
OF WASTEWATER FACILITIES

Pursuant to Section 2.6(b) of the AGREEMENT FOR TRANSFER OF WASTEWATER FACILITIES REGARDING LAKEWOOD RANCH CDD 2, dated as of __________, 2018 (the “Agreement”), by and among Lakewood Ranch Community Development District 2, a special district established pursuant to Chapter 190, Fla. Stat., and Manatee County, a political subdivision of the State of Florida (the “County”), the undersigned Director of the Manatee County Utilities Department hereby acknowledges the sale and transfer of the “Facilities” at the “Closing” that took place on even date herewith, as such terms are defined in and as such sale and transfer have been expressly authorized in, said Agreement.

In accordance with Section 2.6(b) of the Agreement, the District shall record this Acknowledgment in the Public Records of Manatee County.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the undersigned has set his hand this ____ day of ___________, 2018.

MANATEE COUNTY UTILITIES DEPARTMENT

______________________, Director

Witness Signature:

Printed Name

Witness Signature:

Printed Name

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ____ day of ___________, 2018, by ____________________, Director of Manatee County Utilities Department, of Manatee County, a political subdivision of the State of Florida, on behalf of the County, who is (___) personally known to me or (___) who has produced ______________________ as identification.

______________________, NOTARY PUBLIC, State of Florida

Printed Name
UTILITY EASEMENT

THIS UTILITY EASEMENT (hereinafter the Easement) is made this _____ day of _______________ 2018, between Lakewood Ranch Community Development District 2, a special district established pursuant to Chapter 190, Fla. Stat., as owner of the following described property, whose mailing address is 8175 Lakewood Ranch Boulevard, Bradenton, Florida 34202 (hereinafter the Grantor), and MANATEE COUNTY, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter the Grantee).

As used herein, the term “Grantor” shall include any and all heirs, legal representatives, successors or assigns of the Grantor, and all subsequent owners of the “Easement Area” (as hereinafter defined) and the term “Grantee” shall include any successor or assignee of Grantee.

WITNESSETH THAT Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and transfer unto Grantee, a nonexclusive, permanent easement for the purposes of ingress and egress, construction and maintenance of lift stations, utility facilities, equipment, appurtenances thereto and other improvements across, in, over, under and upon the real property of the Grantor situated, lying and being in the County of Manatee, State of Florida, particularly described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the Easement Area).

THAT said Grantor reserves the right to the continued free use and enjoyment of the Easement Area for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

AND GRANTOR covenants with the Grantee that it is lawfully seized of said lands, and that it has good, right and lawful authority to grant this Easement and shall take no action to interfere with the Grantee’s or public’s lawful use of said Easement; that the Grantor hereby fully warrants the Easement being granted and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.
Signed, sealed and delivered in the presence of two witnesses as required by law.

GRANTOR:
Lakewood Ranch Community Development District 2

By: [Signature]

As: [CDD 2]
Chairman
[Signature]

Printed Name

Affix seal below:

The foregoing instrument was acknowledged before me this 13th day of March, 2018, by [Signature], as [Chairman] of Lakewood Ranch Community Development District 2, a special district established pursuant to Chapter 190, Fla. Stat., on behalf of said entity, who is personally known to me or who has produced as identification.

Notary Public Signature

[Signature]

Printed Name

Commission Number

Expiration Date

Page 2 of 3
Exhibit “A”

Easement Area
LEGAL DESCRIPTION:
A TRACT LYING WITHIN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 400, LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE C, UNIT 2 A SUBDIVISION, AS RECORDED IN PLAT BOOK 31, PAGES 4 THRU 6, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF OAKLAND HILLS DRIVE (A 50 FOOT WIDE PUBLIC ROAD, DRAINAGE AND UTILITY EASEMENT PER SAID PLAT OF LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE C, UNIT 2); THENCE RUN S89°46'11"E ALONG SAID NORTH RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID TRACT 400, A DISTANCE OF 8.00 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N00°13'49"E, A DISTANCE OF 50.00 FEET; THENCE RUN S89°46'11"E, A DISTANCE OF 22.00 FEET; THENCE RUN S00°13'49"W, A DISTANCE OF 8.00 FEET; THENCE RUN S48°49'50"E, A DISTANCE OF 33.17 FEET; THENCE RUN S13°51'56"E, A DISTANCE OF 17.19 FEET TO SAID NORTH RIGHT OF WAY LINE, SAID POINT ALSO BEING A POINT ON A NON—TANGENT CURVE CONCAVE TO THE NORTH, HAVING: A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 1014°51", A CHORD BEARING OF S85°06'24"W, AND A CHORD DISTANCE OF 40.19 FEET; THENCE RUN ON THE ARC OF SAID CURVE A DISTANCE OF 40.24 FEET; THENCE RUN N89°46'11"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 11.22 FEET TO SAID POINT OF BEGINNING.

SAID LANDS CONTAINING 1882.47 SQUARE FEET (0.043 ACRES) MORE OR LESS.

SURVEY NOTES:
1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH RIGHT OF WAY LINE OF OAKLAND HILLS DRIVE, AS BEING S89°46'11"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS—OF—WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050—.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER DATE
PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER LS 6890
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.
LEGEND:

- LINE BREAK
- POC POINT ON CURVE
- PCC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- L LENGTH
- R RADIUS
- Δ CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD LENGTH
- TB TANGENT BEARING
- sf SQUARE FEET
- ac ACRES
- SEC SECTION

GOLF COURSE
(Not Platted)

TRACT 400
OPEN SPACE, DRAINAGE & UTILITY EASEMENT
PLAT BOOK 31, PAGE 6
NOW OR FORMERLY PARCEL ID: 588422303

LOT 1
PLAT BOOK 31, PAGE 6

TRACT 500
LAKE, UTILITY AND DRAINAGE EASEMENT
PLAT BOOK 31, PAGE 6

NORTH R/W LINE

OAKLAND HILLS DRIVE
TRACT 300
50.00' PUBLIC ROAD, DRAINAGE & UTILITY EASEMENT
PLAT BOOK 31, PAGE 6

SHEET 2 OF 2
(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
OF
A LIFT STATION #6
PARCEL

SECTIONS
32, TOWNSHIP 35 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

PREPARED FOR:

Dewberry
2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9686
WWW.DEBWERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

DATE: 01/19/2018 REV
DATE: 03/06/2018
PROJ: 50088638
DRAWN BY: RSS
CHECKED BY: WOO

SCALE 1" = 30'
LEGAL DESCRIPTION:
A TRACT LYING WITHIN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 514, LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE D, UNIT 1, A/K/A SPYGLASS A SUBDIVISION, AS RECORDED IN PLAT BOOK 34, PAGES 113 THRU 117, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE NORTH, HAVING: A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 02°09'45", A CHORD BEARING OF S71°04'05"W, AND A CHORD DISTANCE OF 12.27 FEET; THENCE RUN ON THE ARC OF SAID CURVE A DISTANCE OF 12.27 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ON SAID NORTH RIGHT OF WAY LINE AND ON A CURVE CONCAVE TO THE NORTH, HAVING: A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 04°22'10", A CHORD BEARING OF S74°20'02"W, AND A CHORD DISTANCE OF 24.78 FEET; THENCE RUN ON THE ARC OF SAID CURVE A DISTANCE OF 24.78 FEET FOR A POINT OF TANGENCY; THENCE CONTINUE RUN ON SAID NORTH RIGHT OF WAY LINE S76°29'59"W, A DISTANCE OF 23.89 FEET; THENCE RUN N13°31'01"W, A DISTANCE OF 40.08 FEET; THENCE RUN N76°28'59"E, A DISTANCE OF 59.14 FEET; THENCE RUN S06°58'46"E, A DISTANCE OF 39.42 FEET TO SAID POINT OF BEGINNING.

SAID LANDS CONTAINING 2271.32 SQUARE FEET (0.052 ACRES) MORE OR LESS.

SURVEY NOTES:
1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF TRACT 514, AS BEING N.06°58'46"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050--.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

SHEET 1 OF 2
(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
A LIFT STATION #7
PARCEL

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

Dewberry
2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9686
WWW.DEBWERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
LAKEWOOD RANCH CDD #2

DATE: 03/06/2018
SCALE 1" = 30'
DRAWN BY: RSS
CHECKED BY: WDO
LEGEND:

- LINE BREAK
- POC POINT OF COMMENCEMENT
- PC POINT OF CURVATURE
- POB POINT OF BEGINNING
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- L LENGTH
- R RADIUS
- A CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD LENGTH
- TAN BRG TANGENT BEARING
- SF SQUARE FEET
- AC ACRES
- SEC SECTION

TRACT 514
LAKEWOOD RANCH
COUNTRY CLUB VILLAGE
SUBPHASE D, UNIT 1
PLAT BOOK 34, PAGE 113

EASEMENT #5
GOLF COURSE ACCESS,
MAINTENANCE & UTILITY
EASEMENT
PLAT BOOK 10, PAGE 128
(SCALED)

S06'58"46"E 39.42'
P.O.C.
SOUTHWEST CORNER
OF TRACT 514

P.O.B.

THE MASTERS AVENUE
50.00' WIDE RIGHT-OF-WAY
O.R. BOOK 1500, PAGE 6809

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

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LAKWOOD RANCH CDD #2

DATE: 01/24/2018
REV DATE: 03/08/2018
SCALE 1" = 30'
PROJ: 50086836
DRAWN BY: RSS
CHECKED BY: WDD