MEMORANDUM

To: Cheri Coryea  
Acting County Administrator

Thru: Chad Butzow, Interim Director  
Public Works Department

From: Carmen Mosley, Sr. Fiscal Services Mgr./  
Brandy Wilkins, Bond Coordinator  
Public Works Department

Date: May 21, 2019

Subject: THE ISLES AT LAKEWOOD RANCH PHASE I  
PDMU-92-01/18-S-10(F)  
RELEASE PERFORMANCE AGREEMENT  
RELEASE SURETY BOND  
ACCEPT DEFECT SECURITY PORTION OF AGREEMENT  
ACCEPT SURETY BOND  
ACCEPT BILL OF SALE

On September 11, 2018, the Board of County Commissioners accepted the Agreement for Private Subdivision with Public Improvements securing wastewater, potable water, University Parkway turn lane (off-site) and surveying improvements for the above referenced project. The developer has provided all necessary documentation and completed and passed all inspections for those required public improvements to release the performance portion (public improvements); and accept the defect security portion of the Agreement which will warrant these improvements for this project. A Bill of Sale is also required for this project which has publicly maintained utilities under private roadway. We, therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

NOTE: PUBLIC IMPROVEMENTS AGREEMENT remains in place securing defect security portion of the Agreement.

- Authorization to release and return the Surety Bonds, and any riders associated with this Surety, in conjunction with the performance portion of the Agreement for Private Subdivision with Public Improvements. Documents will be returned to Jessica Linn with

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PRESIDING TRACY * REGGIE BELLAMY * STEPHEN JONSSON * MISTY SERVIA * VANESSA BAUGH * CAROL WHITMORE * DITSY BENAC  
District 1  District 2  District 3  District 4  District 5  At Large  At Large  
Public Works Department  
Fiscal Division  
1022 2nd Avenue East, Bradenton, FL 34208  
Phone number: (941) 748-7450
Waldrop Engineering P.A. located at 28100 Bonita Grande Dr #305, Bonita Springs, FL 34135;

- **Surety Bond** No. SNN4006442 issued through Nationwide Insurance Company;
- **Amount** of Performance Bond $2,488,087.21;

- **Accept, and Execute Surety Bond** securing Section 1.5 “Maintenance, Defects” of the *Agreement for Private Subdivision with Public Improvements* accepted by the Board of County Commissioners on September 11, 2018, water, wastewater, off-site improvements and surveying;
- **Surety Bond No.** SNN4006442M issued through Nationwide Insurance Co.;
- **Amount** of Defect Security $174,940.88;
- **Accept and Execute** Bill of Sale.

**Instructions to Board Records**

1. Copies of release request to: Julie Jensvold (Julie.jensvold@manateeclerk.com), Danielle Heaton (Danielle.heaton@manateeclerk.com), Robin Hamilton (Robin.hamilton@manateeclerk.com), Jessica Linn (Jessica.linn@waldropengineering.com), and Brandy Wilkins (brandv.wilkins@mymanatee.org).

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

By: Board of County Commissioners

By: [Signature]

Acting County Administrator, per R-14-86

cc: Ken LaBarr, Infrastructure Inspections Division Manager
    Jessica Linn, Waldrop Engineering P.A.

Attachments
**EXHIBIT “B-1”**
**IMPROVEMENTS**

<table>
<thead>
<tr>
<th>Improvement</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Wastewater, Potable Water, University Parkway Turn Lane (Off-Site), Surveying</td>
<td>$2,488,087.21</td>
</tr>
<tr>
<td>2  Wastewater, Water, Off-Site Improvements, Surveying</td>
<td>$174,940.88</td>
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</table>

**DEFECT ADDENDUM**

<table>
<thead>
<tr>
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<th>$</th>
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<tbody>
<tr>
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</tr>
</tbody>
</table>
February 28, 2019

Waldrop Engineering  
Attn: Mrs. Jacquelyn M. Larocque, P.E.  
551 North Cattlemen Road – Suite 100  
Sarasota, FL 34232

(Jackie.Larocque@waldropengineering.com)

RE: ISLES AT LAKEWOOD RANCH, PHASE I – (Private Subdivision)  
(PLN1803-0015)  
Defect Security Cost Estimate  
Required Public Improvements  
Reason – (Wastewater, Water, Off-site Improvements, Surveying)

Dear Mrs. Larocque:

Your cost estimate for the above referenced bond, dated February 05, 2019, 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 $174,940.88 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,

Sia Mollanazar, P.E., County Engineer  
Deputy Director – Engineering Services

SM/jp/jsh

cc: Record Management  
Brandy Wilkins, Bond Coordinator, 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 Dept.  
Greg Marcotte, Sr. Planning and Zoning Tech, Building and Development Services
Isles at Lakewood Ranch Phase I
PDMU-92-01/17-S-08(P)/FSP-17-15/MEPS-671

Subdivision Improvements - Public Infrastructure
Defect Security
Engineer's Opinion of Probable Cost

Date: 2/5/2019

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Wastewater</td>
<td>$ 1,118,217.00</td>
</tr>
<tr>
<td>Water</td>
<td>$ 479,849.00</td>
</tr>
<tr>
<td>Off-Site Improvements</td>
<td>$ 98,342.75</td>
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<tr>
<td>Surveying</td>
<td>$ 53,000.00</td>
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<tr>
<td><strong>Actual Construction Cost</strong></td>
<td><strong>$ 1,749,408.75</strong></td>
</tr>
<tr>
<td><strong>10% Defect Security Amount:</strong></td>
<td><strong>$ 174,940.88</strong></td>
</tr>
</tbody>
</table>

**Notes:**

1) This OPC is based on the engineer's understanding of the current rules, regulations, ordinances, and construction costs in effect on the date of this document. Interpretations of these construction costs may affect this OPC, and may require adjustments to delete, decrease, or increase portions of this OPC.

2) All costs provided in this OPC are based on recent contract prices, or the engineer's latest known unit costs. These costs cannot be guaranteed at this time due to unpredictable and uncontrollable increases in the cost of concrete, petroleum, or the availability of materials and labor.

[Signature]

[License Number]

[License Details]
<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WW-1</td>
<td>Connect to Existing 10&quot; Force Main with Valve</td>
<td>1</td>
<td>EA</td>
<td>$2,800.00</td>
<td>$2,800.00</td>
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<tr>
<td>WW-2</td>
<td>Pump Station Complete</td>
<td>1</td>
<td>EA</td>
<td>$228,662.00</td>
<td>$228,662.00</td>
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<tr>
<td>WW-3</td>
<td>6&quot; PVC Force Main (C900, DR-18)</td>
<td>3,240</td>
<td>LF</td>
<td>$16.00</td>
<td>$51,840.00</td>
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<tr>
<td>WW-4</td>
<td>6&quot; PVC Force Main (C900, DR-14)</td>
<td>20</td>
<td>LF</td>
<td>$20.00</td>
<td>$400.00</td>
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<tr>
<td>WW-5</td>
<td>6&quot; Plug Valve</td>
<td>3</td>
<td>EA</td>
<td>$1,747.00</td>
<td>$5,241.00</td>
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<tr>
<td>WW-6</td>
<td>Air Release Valve</td>
<td>2</td>
<td>EA</td>
<td>$3,728.00</td>
<td>$7,476.00</td>
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<tr>
<td>WW-7</td>
<td>8&quot; PVC Sanitary Sewer SDR-26 (0'-6')</td>
<td>1,230</td>
<td>LF</td>
<td>$24.00</td>
<td>$25,520.00</td>
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<tr>
<td>WW-8</td>
<td>8&quot; PVC Sanitary Sewer SDR-26 (6'-8')</td>
<td>1,234</td>
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<td>$26.00</td>
<td>$32,084.00</td>
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<td>WW-9</td>
<td>8&quot; PVC Sanitary Sewer SDR-26 (8'-10')</td>
<td>1,229</td>
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<td>WW-10</td>
<td>8&quot; PVC Sanitary Sewer SDR-26 (10'-12')</td>
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<td>LF</td>
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<td>$42,372.00</td>
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<tr>
<td>WW-11</td>
<td>8&quot; PVC Sanitary Sewer SDR-26 (12'-14')</td>
<td>1,089</td>
<td>LF</td>
<td>$45.00</td>
<td>$49,005.00</td>
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<tr>
<td>WW-12</td>
<td>8&quot; PVC Sanitary Sewer SDR-26 (14'-16')</td>
<td>670</td>
<td>LF</td>
<td>$55.00</td>
<td>$36,550.00</td>
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<tr>
<td>WW-13</td>
<td>8&quot; PVC Sanitary Sewer SDR-26 (16'-18')</td>
<td>1,089</td>
<td>LF</td>
<td>$75.00</td>
<td>$75,497.00</td>
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<tr>
<td>WW-14</td>
<td>8&quot; PVC Sanitary Sewer SDR-26 (18'-20')</td>
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<td>LF</td>
<td>$84.00</td>
<td>$86,200.00</td>
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<td>WW-15</td>
<td>8&quot; PVC Sanitary Sewer SDR-26 (20'-22')</td>
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<td>LF</td>
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<td>WW-16</td>
<td>8&quot; PVC Sanitary Sewer SDR-26 (22'-24')</td>
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<td>$100.00</td>
<td>$25,500.00</td>
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<td>WW-17</td>
<td>10&quot; PVC Sanitary Sewer SDR-26 (24'-26')</td>
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<td>LF</td>
<td>$110.00</td>
<td>$35,530.00</td>
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<tr>
<td>WW-18</td>
<td>Manhole (0' - 6' depth)</td>
<td>4</td>
<td>EA</td>
<td>$3,185.00</td>
<td>$12,740.00</td>
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<tr>
<td>WW-19</td>
<td>Manhole (6' - 8' depth)</td>
<td>5</td>
<td>EA</td>
<td>$3,516.00</td>
<td>$17,580.00</td>
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<tr>
<td>WW-20</td>
<td>Manhole (8' - 10' depth)</td>
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<td>EA</td>
<td>$3,893.00</td>
<td>$23,358.00</td>
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<tr>
<td>WW-21</td>
<td>Manhole (10'-12' depth)</td>
<td>4</td>
<td>EA</td>
<td>$4,600.00</td>
<td>$18,400.00</td>
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<tr>
<td>WW-22</td>
<td>Manhole (12'-14' depth)</td>
<td>8</td>
<td>EA</td>
<td>$4,973.00</td>
<td>$39,784.00</td>
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<tr>
<td>WW-23</td>
<td>Manhole (14'-16' depth)</td>
<td>2</td>
<td>EA</td>
<td>$5,391.00</td>
<td>$10,782.00</td>
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<tr>
<td>WW-24</td>
<td>Manhole (16'-18' depth)</td>
<td>3</td>
<td>EA</td>
<td>$6,028.00</td>
<td>$18,084.00</td>
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<tr>
<td>WW-25</td>
<td>Manhole (18'-20' depth)</td>
<td>2</td>
<td>EA</td>
<td>$7,881.00</td>
<td>$15,762.00</td>
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<tr>
<td>WW-26</td>
<td>Manhole (18'-20' depth) - Drop</td>
<td>1</td>
<td>EA</td>
<td>$24,812.00</td>
<td>$24,812.00</td>
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<tr>
<td>WW-27</td>
<td>Manhole (20'-22' depth)</td>
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<td>EA</td>
<td>$8,152.00</td>
<td>$16,304.00</td>
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<tr>
<td>WW-28</td>
<td>Manhole (24'-26' depth)</td>
<td>2</td>
<td>EA</td>
<td>$26,400.00</td>
<td>$52,800.00</td>
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<tr>
<td>WW-29</td>
<td>8&quot; PVC Sanitary Sewer PLUG</td>
<td>2</td>
<td>EA</td>
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<td>$250.00</td>
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<tr>
<td>WW-30</td>
<td>6&quot; Single PVC Sewer Service w/ Cleanout(s)</td>
<td>28</td>
<td>EA</td>
<td>$575.00</td>
<td>$16,150.00</td>
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<tr>
<td>WW-31</td>
<td>6&quot; Double PVC Sewer Service w/ Cleanout(s)</td>
<td>81</td>
<td>EA</td>
<td>$900.00</td>
<td>$72,900.00</td>
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</tbody>
</table>

**SUBTOTAL = $1,118,217.00**
<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>W-1</td>
<td>Connect to Existing Watermain</td>
<td>1</td>
<td>LS</td>
<td>$5,600.00</td>
<td>$5,600.00</td>
</tr>
<tr>
<td>W-2</td>
<td>6&quot; PVC Water Main (DR-18)</td>
<td>7,640</td>
<td>LF</td>
<td>$17.00</td>
<td>$129,880.00</td>
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<tr>
<td>W-3</td>
<td>8&quot; PVC Water Main (DR-14)</td>
<td>20</td>
<td>LF</td>
<td>$17.00</td>
<td>$340.00</td>
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<tr>
<td>W-4</td>
<td>8&quot; PVC Water Main (DR-18)</td>
<td>2,700</td>
<td>LF</td>
<td>$21.00</td>
<td>$56,700.00</td>
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<tr>
<td>W-5</td>
<td>8&quot; PVC Water Main (DR-14)</td>
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<td>LF</td>
<td>$22.00</td>
<td>$440.00</td>
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<tr>
<td>W-6</td>
<td>10&quot; PVC Water Main (DR-18)</td>
<td>1,400</td>
<td>LF</td>
<td>$26.00</td>
<td>$36,400.00</td>
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<tr>
<td>W-7</td>
<td>6&quot; Gate Valve</td>
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<td>EA</td>
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<td>$22,800.00</td>
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<tr>
<td>W-8</td>
<td>8&quot; Gate Valve</td>
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<td>EA</td>
<td>$1,765.00</td>
<td>$10,590.00</td>
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<tr>
<td>W-9</td>
<td>10&quot; Gate Valve</td>
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<td>EA</td>
<td>$2,600.00</td>
<td>$7,800.00</td>
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<tr>
<td>W-10</td>
<td>Fire Hydrant Assembly, Complete</td>
<td>13</td>
<td>EA</td>
<td>$6,040.00</td>
<td>$78,520.00</td>
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<td>W-11</td>
<td>Single Water Service, Complete</td>
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<td>EA</td>
<td>$759.00</td>
<td>$38,709.00</td>
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<tr>
<td>W-12</td>
<td>Double Water Service, Complete</td>
<td>51</td>
<td>EA</td>
<td>$1,300.00</td>
<td>$66,300.00</td>
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<td>W-13</td>
<td>Temporary Blow-off with Bacterial Sample Point</td>
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<td>EA</td>
<td>$2,410.00</td>
<td>$7,230.00</td>
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<tr>
<td>W-14</td>
<td>Automatic Flushing Device</td>
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<td>EA</td>
<td>$10,475.00</td>
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<td>W-15</td>
<td>Permanent Bacterial Sample Point</td>
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<td>EA</td>
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<td>$1,940.00</td>
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<tr>
<td>W-18</td>
<td>12&quot; Ductile Iron Pipe</td>
<td>80</td>
<td>LF</td>
<td>$55.00</td>
<td>$4,400.00</td>
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**SUBTOTAL = $479,849.00**
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<tr>
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<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>OS-1</td>
<td>2&quot; Type S-1 Asphalt</td>
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<td>SY</td>
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<td>OS-3</td>
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<td>OS-4</td>
<td>12&quot; LBR 60 Stabilized Base</td>
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<td>OS-5</td>
<td>Remove and Replace Ex. Conc. Sidewalk</td>
<td>1</td>
<td>LS</td>
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<tr>
<td>OS-6</td>
<td>ADA Ramps and Curb Transitions</td>
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<td>$5,500.00</td>
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<td>OS-7</td>
<td>Remove and Cap Existing ERCP</td>
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<td>OS-8</td>
<td>Grate Inlet</td>
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<td>OS-9</td>
<td>24&quot; RCP</td>
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<td>OS-10</td>
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**SUBTOTAL $98,342.75**
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<tr>
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<td>Construction Surveying/ Asbuilt</td>
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<td>$53,000.00</td>
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**SUBTOTAL = $ 53,000.00**
Isles at Lakewood Ranch, Ph I - Private Project w/Public Improvement
Wastewater, Potable Water, University Pkwy Turn Lane (Off-Site), Surveying
DEFECT – Wastewater, Water, Off-Site Improvements, Surveying

EXHIBIT “B-2”
IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES (Master Utility Plan)
FOR THE ENTIRE DEVELOPMENT

REQUIRED AT TIME OF DEFECT
EXHIBIT "C"
PERFORMANCE SECURITIES

<table>
<thead>
<tr>
<th>Bond / LoC</th>
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<tr>
<td>1 Surety Bond No. SNN4006442 Issued through Nationwide Insurance Company</td>
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DEFECT ADDENDUM

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<tbody>
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<tr>
<td>4</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>$</td>
</tr>
</tbody>
</table>
SURETY BOND
FOR DEFECTS OF REQUIRED IMPROVEMENTS

(Attachment "B")

BOND NO. SNN4006442M

KNOW ALL MEN BY THESE PRESENTS:

That the Developer,  Toll FL XIII Limited Partnership as Principal

and Nationwide Mutual Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of $174,940.88 (Numbers)

One Hundred Seventy Four Thousand Nine Hundred Forty and 88/100 (Words) for which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents for the specific benefit of the County in accordance with the conditions set forth herein and in the “Agreement for Public Subdivision Improvements” which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated (LEAVE BLANK Manatee County approval date) with the obligation to warrant those Required Improvements which the Principal is presently requesting the Obligee to accept for maintenance to be free from defects or failures involving construction, design, or materials.

NOW THEREFORE, if the Obligee's inspection of the Required Improvements finds no defects within thirty six (36) months from the date of the Obligee's approval of acceptance of those Required Improvements, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect. In the event the Defects are not remedied in accordance with the terms of the attached "Agreement", which is hereby incorporated herein by reference, the Surety will forthwith pay to the Obligee the costs of correcting the Defects in an amount not exceeding the said sum specified above. The amount of money required to repair the defects shall be at the sole discretion of the County. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached “Agreement for Private Subdivision Improvements”, the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 of 3 (insert page number of surety’s address). Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Agreement for Private Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.
INSURANCE COMPANY SIGNATURE FORM

FOR: Isles at Lakewood Ranch
     (Name of Project)

BOND NO. SNN4006442M

SIGNED AND SEALED this 25TH day of FEBRUARY, 2019

NATIONWIDE MUTUAL INSURANCE COMPANY
Surety Company Name

By: [Signature - As Its Agent]

Daniel P. Dunigan, Attorney-in-Fact

Print Name & Title
2 Paoli Office Park

Address
Paoli PA 19301
City State Zip

WITNESSES OR CORPORATE SEAL

[Signature]
Lois E. Fishman - Witness as to Surety
Print Name

[Signature]
Elizabeth Kelly - Witness as to Surety
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: PA

COUNTY OF CHESTER

The foregoing instrument was acknowledged before me this 25TH day of FEBRUARY, 2015, by Daniel P. Dunigan ______________________ as Attorney-in-Fact ______________________ (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced ______________________ (Type of Identification) as identification.

NOTARY SEAL:

[Signature]
Arlene Ostroff
Print Name of Notary

Commission No. 1124021 My Commission Expires: 12/03/2020

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

ARLENE OSTROFF, Notary Public
Willistown Township, Chester County
My Commission Expires December 3, 2020

Page 2 of 3
DEVELOPER SIGNATURE FORM

FOR: BOND NO. SNN4006442M

Toll FL XIII Limited Partnership
DEVELOPER
BY: Toll Southeast LP Company Inc., a Delaware corporation
General Partner
BY: Kevin 2 Brown
Name: Kevin R Brown
Title: Senior Vice President
Senior Vice President
Title (If attorney-in-fact Attach Power of Attorney)
Postal Address
290 Gibraltar Rd.
Horsham, PA 19044
City State Zip

STATE OF:
Florida
COUNTY OF:
Lee
The foregoing instrument was acknowledged before me this 1 day of March, 2014,
by Kevin Brown, as Senior Vice President (Title), on behalf of the corporation identified
herein as Developer and who is personally known to me or who has produced
(Type of Identification) as identification.

NOTARY SEAL:

KATIE BLEIL
MY COMMISSION # FF 96724
EXPIRES: March 2, 2020
Bonded thru Notary Public Underwriters
Notary Public
Katie Bleil
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this ________ day of
________________, 20__.

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 15 day of May, 2019, by Chen Cooper, County Administrator, for and on behalf of Manatee County Board Of
County Commissioners, who is personally known to me or has produced ________
as identification.

NOTARY SEAL:

MARIANNE LOPATA
Notary Public - State of Florida
Commission # FF 245219
My Comm. Expires Jun 29, 2019
Bonded thru National Notary Assn.
Notary Public
Marianne Lopata
Print Name of Notary
Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint: William F. Simkiss, Brian C. Block, Richard J. Decker, Joseph W. Kolok, Jr., James L. Hahn, Daniel P. Dunigan

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Unlimited

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, Instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 25th day of February, 2019.

Laura Guy
Assistant Secretary
# NATIONWIDE MUTUAL INSURANCE COMPANY AND SUBSIDIARIES AND AFFILIATES

Consolidated and Combined Statutory Statements of Admitted Assets, Liabilities and Surplus

<table>
<thead>
<tr>
<th>(in millions)</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Admitted assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Invested assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonds</td>
<td>$19,637</td>
<td>$20,678</td>
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<tr>
<td>Stocks</td>
<td>6,999</td>
<td>6,276</td>
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<tr>
<td>Mortgage loans, net of allowance</td>
<td>1,606</td>
<td>1,207</td>
</tr>
<tr>
<td>Owner occupied real estate, at cost (less accumulated depreciation of $442 in 2017 and $416 in 2016)</td>
<td>541</td>
<td>555</td>
</tr>
<tr>
<td>Cash, cash equivalents and short-term investments</td>
<td>585</td>
<td>645</td>
</tr>
<tr>
<td>Investments in corporate-owned life insurance</td>
<td>1,401</td>
<td>1,316</td>
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<tr>
<td>Other invested assets</td>
<td>4,139</td>
<td>3,742</td>
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<tr>
<td><strong>Total invested assets</strong></td>
<td>$34,908</td>
<td>$34,419</td>
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<tr>
<td>Premiums in course of collection</td>
<td>4,187</td>
<td>4,310</td>
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<tr>
<td>Accrued investment income</td>
<td>183</td>
<td>202</td>
</tr>
<tr>
<td>Deferred federal income tax asset</td>
<td>1,518</td>
<td>1,922</td>
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<tr>
<td>Other assets</td>
<td>1,160</td>
<td>814</td>
</tr>
<tr>
<td><strong>Total admitted assets</strong></td>
<td>$41,956</td>
<td>$41,667</td>
</tr>
<tr>
<td><strong>Liabilities and surplus</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Losses and loss expense reserves</td>
<td>$15,264</td>
<td>$14,358</td>
</tr>
<tr>
<td>Unearned premiums</td>
<td>7,728</td>
<td>7,881</td>
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<tr>
<td>Accrued expenses and taxes, other than federal income taxes</td>
<td>670</td>
<td>619</td>
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<tr>
<td>Agents' security compensation plan reserve</td>
<td>1,162</td>
<td>1,045</td>
</tr>
<tr>
<td>Other liabilities</td>
<td>2,395</td>
<td>2,231</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td>$27,219</td>
<td>$26,134</td>
</tr>
<tr>
<td><strong>Surplus</strong></td>
<td></td>
<td></td>
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<tr>
<td>Surplus notes, net of unamortized issue discount of $7 in 2017 and 2016</td>
<td>$2,193</td>
<td>$2,193</td>
</tr>
<tr>
<td>Unassigned surplus</td>
<td>12,544</td>
<td>13,340</td>
</tr>
<tr>
<td><strong>Total surplus</strong></td>
<td>$14,737</td>
<td>$15,533</td>
</tr>
<tr>
<td><strong>Total liabilities and surplus</strong></td>
<td>$41,956</td>
<td>$41,667</td>
</tr>
</tbody>
</table>

**Certification**

I, Teresa J. Potts, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2017 and 2016 to the best of my knowledge and belief.

[Signature]

Teresa J. Potts

[Notary Public Seal]

CHRISTINE O'BRIEN
Notary Public, State of Ohio
My Commission Expires 12-22-2020

[Signature]

4/27/2018
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that TOLL FL XIII LIMITED PARTNERSHIP, a Florida limited partnership, whose mailing address is 250 Gibraltar Road, Horsham, Pennsylvania 19044 (the “Seller”), and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, to it paid by the LAKEWOOD RANCH STEWARDSHIP DISTRICT, a local unit of special purpose government organized and existing under Chapter 2005-338, Laws of Florida, whose mailing address is 12051 Corporate Blvd., Orlando, Florida 32817 (the “District”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

1. All wastewater, valves, force mains, tees, bends, joint, facilities, and appurtenances thereto, including the lift station, located within or upon that certain real property described in Tracts A and Z as shown on the plat of Isles at Lakewood Ranch Phase 1, recorded at Plat Book 63, Page 159 in the Official Records of Manatee County, Florida.

2. All potable water lines, pipes, valves, tees, bends, joints, and appurtenances thereto, located within or upon that certain real property described in Tracts A and Z as shown on the plat of Isles at Lakewood Ranch Phase 1, recorded at Plat Book 63, Page 159 in the Official Records of Manatee County, Florida; and

3. All drainage improvements (including sub-base, curbs, and stormwater components thereto, located within or upon that certain real property owned by the Seller located on portions of the real property described in the plat of Isles at Lakewood Ranch Phase 1, recorded at Plat Book 63, Page 159 in the Official Records of Manatee County, Florida., attached hereto and made a part hereof (excluding those portions of such infrastructure located on lots or on Tract D), situate, lying and being in Manatee County, Florida; and

4. All irrigation infrastructure located within or upon that certain real property owned by the Seller located on portions of the real property described in the plat of Isles at Lakewood Ranch Phase 1, recorded at Plat Book 63, Page 159 in the Official Records of Manatee County, Florida., attached hereto and made a part hereof (excluding those portions of such infrastructure located on lots or on Tract D), situate, lying and being in Manatee County, Florida

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.
AND the Seller does hereby covenant to and with the District, its successors and assigns, that
it is the lawful owner of the above-described personal property and assets; that said personal property
and assets are free from all liens and encumbrances; that Seller has good right to sell said personal
property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials
relative to the construction of the personal property and assets have been paid in full; and that Seller
will warrant and defend the sale of its said personal property and assets hereby made, unto the District,
its successors and assigns, against the lawful claims and demands of all persons whosoever.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name
this 1st day of March, 2019.

TOLL FL XIII LIMITED PARTNERSHIP, a
Florida limited partnership
By: Toll Southeast LP Company, Inc., its
General Partner

By: [Signature]
Name: Kevin R. Brown
Title: Senior Vice President

STATE OF FLORIDA )
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 1st day of March, 2019, by Kevin R. Brown, as Senior Vice President of Toll Southeast LP
Company, Inc., General Partner of Toll FL XII Limited Partnership, for and on behalf of said entity.
He/she is personally known to me or [] produced ________________ as identification.

NOTARY STAMP:

[Notary Public Seal]

[Signature of Notary Public]

Printed Name of Notary Public
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that LAKEWOOD RANCH STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 189, Florida Statutes, whose address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (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 are hereby acknowledged, from MANATEE COUNTY, (the “COUNTY”), 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 property:

1. All wastewater, valves, force mains, tees, bends, joint, facilities, and appurtenances thereto, including the lift station, located within or upon that certain real property described in Exhibit A; and

2. All potable water lines, pipes, valves, tees, bends, joints, and appurtenances thereto, located within or upon that certain real property described in Exhibit A.

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 24th day of MARCH, 2019.

WITNESSES:

Signature: [Signature]
Print Name: [Print Name]

Signature: [Signature]
Print Name: [Print Name]

Signature: [Signature]
Print Name: [Print Name]

LAKewood RANCH
STEWARDSHIP DISTRICT

BY: [Signature]
Rex Jensen, Chairman, Board of Supervisors

Attest: [Signature]
Its: Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24th day of March 2019, by Rex Jensen, as Chairman, of LAKEWOOD RANCH STEWARDSHIP DISTRICT. He is personally known to me or has produced [ID] as identification.

[Signature]
Signature of Notary Public

[Deborah A. Cooper]
Name Typed, Printed or Stamped

Commission No.: [Commission No.]
My Commission Expires: [My Commission Expires]
IN WITNESS WHEREOF, the BUYER has hereunto set its hand and seal, by and through its duly authorized representatives, this ___________ day of __________________, 2019.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: [Signature]

County Administrator

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this ___________ day of May 2019, by [Signature] (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification.

MARIANNE LOPATA
Notary Public - State of Florida
Commission # FF 245219
My Comm. Expires Jun 29, 2019
Bonded through National Notary Assn.

[Signature]
NOTARY PUBLIC Signature

Printed Name
Exhibit A

Legal Description

Tracts A and Z as shown on the plat of Isles at Lakewood Ranch Phase 1, recorded at Plat Book 63, Page 159 in the Official Records of Manatee County, Florida.
DESCRIPTION: UNIVERSITY PARKWAY AND BOURNESIDE BOULEVARD PARCEL

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE S 89°58'32" E, ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 1553.61 FEET; THENCE N 00°01'28" E, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 193.83 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY, A 200' WIDE PUBLIC RIGHT-OF-WAY AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2270, PAGE 944, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE N 00°01'28" E, 1100.00 FEET; THENCE N 30°23'34" E, 365.46 FEET; THENCE N 00°01'28" E, 3162.12 FEET; THENCE N 40°41'02" W, A DISTANCE OF 838.22 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF THAT PARTICULAR PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 1003, SAID PUBLIC RECORDS; THENCE N 75°50'22" E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 940.34 FEET; THENCE S 65°23'33" E, 450.76 FEET; THENCE S 74°58'40" E, 1330.51 FEET; THENCE S 87°41'34" E, A DISTANCE OF 433.32 FEET TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N 80°23'36" E, A DISTANCE OF 2143.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°43'59", A DISTANCE OF 663.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2023.00 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°36'14", A DISTANCE OF 1539.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2143.00 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°34'56", A DISTANCE OF 956.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2023.00 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°56'04", A DISTANCE OF 668.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 885.00 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°18'29", A DISTANCE OF 298.24 FEET TO THE NORTHWEST CORNER OF A 120 FOOT WIDE NON-EXCLUSIVE INGRESS,EGRESS EASEMENT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2110, PAGE 5743, SAID PUBLIC RECORDS; THENCE CONTINUE ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY LINE OF SAID EASEMENT, THROUGH A CENTRAL ANGLE OF 11°26'52", A DISTANCE OF 176.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 940.00 FEET; THENCE RUN SOUTHERLY, ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°08'21", A DISTANCE OF 346.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 00°00'00" W, ALONG SAID WESTERLY LINE, A DISTANCE OF 297.24
FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE RUN SOUTHWESTERLY, ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'28", A DISTANCE OF 78.56 FEET TO THE INTERSECTION WITH AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PAR".INAY; THENCE N 89°58'32" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2863.24 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2404.00 FEET; THENCE RUN WESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°06'20", A DISTANCE OF 172.26 FEET TO THE POINT OF BEGINNING; BEING AND LYING IN SECTION 36, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 14,766,766 SQUARE FEET (339 ACRES) MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 19 EAST; MANATEE COUNTY, FLORIDA; THENCE RUN ALONG THE EAST LINE OF SAID SECTION, N 00°35'52" E, A DISTANCE OF 1081.08 FEET; THENCE DEPARTING SAID EAST LINE, N 90°04'00" W, A DISTANCE OF 806.28 FEET TO A POINT ON THE FUTURE WESTERLY RIGHT-OF-WAY LINE OF BOURNESIDE BOULEVARD; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE THROUGH AND ACROSS THOSE LANDS DESCRIBED ABOVE, N 90°00'00" W, A DISTANCE OF 202.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 250.00 FEET; SAID POINT OF CURVATURE BEING ON A 250' FALDOW EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1886, PAGE 5840 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE WESTERLY, NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASEMENT THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 785.40 FEET TO A POINT OF TANGENT; THENCE N 90°00'00" E, A DISTANCE OF 231.12 FEET TO A POINT OF INTERSECTION WITH AFORESAID FUTURE WESTERLY RIGHT-OF-WAY LINE OF BOURNESIDE BOULEVARD; THENCE IN A SOUTHERLY DIRECTION ALONG SAID FUTURE RIGHT-OF-WAY LINE BY A CURVE CONCAVE WESTERLY WITH A RADIUS OF 2023.00 FEET AND CHORD OF S 06°22'25" W 228.87', AN ARC DISTANCE OF 228.99 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 885.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°43'02", A DISTANCE OF 273.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 202,005 SQUARE FEET (4.64 ACRES) MORE OR LESS.