

# **LAKE FLORES**

## **COMMUNITY DEVELOPMENT DISTRICT**

**April 13, 2023**

## **BOARD OF SUPERVISORS SPECIAL MEETING AGENDA**

**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**

**LETTER**

**Lake Flores Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

April 6, 2023

Board of Supervisors  
Lake Flores Community Development District

Dear Board Members:

The Board of Supervisors of the Lake Flores Community Development District will hold a Special Meeting on April 13, 2023 at 11:00 a.m., at the ZNS Engineering, 1023 Manatee Avenue West, 7th Floor, Bradenton, Florida 34205. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-01, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
  - A. Budget Backup
4. Ratification of Jere Earlywine Kutak Rock Law Firm/Transition Letter
  - Consideration of Kutak Rock Retention and Fee Agreement
5. Ratification of Manatee County Tax Collector Uniform Collection Agreement
6. Ratification of Manatee County Non-Disclosure Agreement for Information Exempt from Public Disclosure
7. Consideration of Bond Financing Team Funding Agreement
8. Discussion/Consideration: Additional Bond Financing Related Matters
9. Acceptance of Unaudited Financial Statements as of February 28, 2023
10. Approval of August 26, 2022 Public Hearing and Regular Meeting Minutes
11. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*

**ATTENDEES:**

**Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.**

- B. District Engineer: *ZNS Engineering, LC*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: TBD

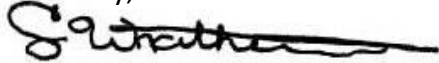
- QUORUM CHECK

SEAT 1	GARY WALKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	DAVID BRASHER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	REGINALD TISDALE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	KRYSTAL PARSONS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	WALTER PRESTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 12. Board Members' Comments/Requests
- 13. Public Comments
- 14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 943 865 3730**

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**RESOLUTION 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Lake Flores Community Development District (“**District**”) prior to June 15, 2023, the proposed operating budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

**WHEREAS**, the Board has considered the proposed budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT:**

**1. APPROVING PROPOSED BUDGET.** The operating budget proposed by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

**2. SETTING HEARING.** The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

**DATE:** \_\_\_\_\_  
**HOUR:** \_\_\_\_\_  
**LOCATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least 60 days prior to the hearing set above.

**4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

**5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

**6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 13th day of April, 2023.

ATTEST:

**LAKE FLORES COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2023/2024 Budget

**Exhibit A**

Fiscal Year 2023/2024 Budget



**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
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**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023			Proposed Budget FY 2024	
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023		Total Actual & Projected
<b>REVENUES</b>					
Landowner contribution	109,249	22,763	95,322	\$ 118,085	\$ 160,555
Total revenues	<u>109,249</u>	<u>22,763</u>	<u>95,322</u>	<u>118,085</u>	<u>160,555</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	6,459	-	6,459	6,459	6,459
Management/accounting/recording	48,000	10,000	38,000	48,000	48,000
Legal	25,000	1,357	23,643	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	-	1,000	1,000	1,000
Debt service fund accounting*	5,500	-	5,500	5,500	5,500
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	23	477	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,500	-	1,500	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,500
Contingencies/bank charges	500	-	500	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>109,249</u>	<u>16,846</u>	<u>92,403</u>	<u>109,249</u>	<u>109,249</u>
<b>Field operations (phase 1)</b>					
Field management	-	-	-	-	1,000
Combined lakes					
Lake maintenance	-	-	-	-	7,749
Lake bank mowing	-	-	-	-	11,343
Lake bank erosion repair	-	-	-	-	2,000
West mitigation node area					
Wetland maintenance	-	-	-	-	14,214
Wetland monitoring/ report	-	-	-	-	15,000
Total field operations	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>51,306</u>
Total expenditures	<u>109,249</u>	<u>16,846</u>	<u>92,403</u>	<u>109,249</u>	<u>160,555</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	5,917	2,919	8,836	-
Fund balance - beginning (unaudited)	-	(8,836)	-	(8,836)	-
Fund balance - ending (projected)	<u>-</u>	<u>(2,919)</u>	<u>2,919</u>	<u>-</u>	<u>-</u>
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(2,919)	2,919	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (2,919)</u>	<u>\$ 2,919</u>	<u>\$ -</u>	<u>\$ -</u>

\* These items will be realized when bonds are issued

\*\*\*These items will be realized when the CDD takes ownership of the related assets.

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Supervisors	\$ 6,459
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
<b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Debt service fund accounting*	5,500
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Field operations (phase 1)**

Field management	1,000
Assumes part time management firm managing District Common elements	
Lake maintenance	7,749
"Combined Lakes" (lake 3 & 4). The District will hire a licensed lake maintenance contractor to review, once a month, and treat 22.14 acres, to control nuisance and non-beneficial aquatic growth, such as algae and submersed vegetation, that if not controlled could negatively impact designed stormwater storage and flow characteristics	
Lake bank mowing	11,343
"Combined Lakes" (lake 3 & 4). The District will hire a licensed contractor to mow 3.72 acres of lake bank. It is assumed the lake bank will be planted in bahia sod, no irrigation, no plant beds, minimal pest and weed control. Mowing frequency is anticipated to be 30 times a year.	
Lake bank erosion repair	2,000
"Combined Lakes" (lake 3 & 4). Anticipated to cover the costs of addressing eventual and inevitable lake bank erosion repairs. Any portion of this expenditure not realized during the current fiscal year will be transferred and retained in an assigned fund balance account to be utilized at a future time of need.	
Wetland maintenance	14,214
West mitigation node area (ponds 1, 2 & 3). Assumes twice a year maintenance events for 23.69 acres of wetland and upland	
Wetland monitoring/ report	15,000
West mitigation node area (ponds 1, 2 & 3). Assumes once annually	
Total expenditures	<u><u>\$ 160,555</u></u>

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

**From:** [Craig Wrathell](#)  
**To:** [Dave Brasher \(Lake Flores\)](#)  
**Cc:** [Kristen Suit](#); [Chuck Adams](#); [Jeffrey Pinder](#); [Craig Wrathell](#)  
**Subject:** RE: West Mitigation Node- Ponds #1, #2 & #3  
**Date:** Monday, April 10, 2023 2:13:00 PM  
**Attachments:** [Lake Flores Combined Lakes 3 & 4 Map.jpg](#)  
[Lake Flores Combined Lakes 3 & 4 Dissipator.jpg](#)  
[Lake Flores Mitigation Area Pond 3 map.jpg](#)  
[Lake Flores Mitigation Area Ponds 1 & 2.jpg](#)  
[Lake Flores Shared Lake Maintenance Budget.pdf](#)  
[Lake Flores CDD Phase 1 Budget v01.pdf](#)  
[Lake Flores Combined Lake Mgmt Plan v01.pdf](#)  
[Scanned from a Lexmark Multifunction Product10-14-2022-140519.pdf](#)  
[image001.png](#)

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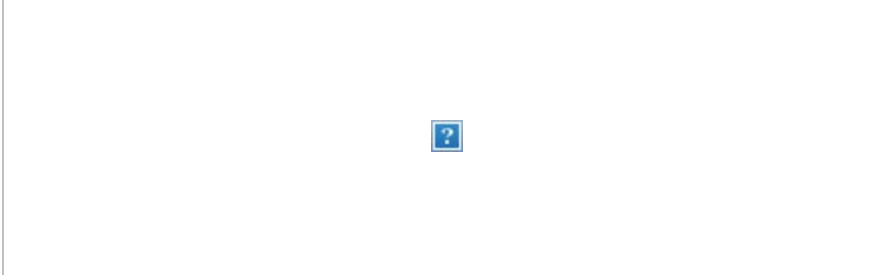
Thanks David for the clarifications in blue below!

Here is a my summary of our conversation:

1. Attached above is the map I've entitled '**Lake Flores Combined Lakes 3 & 4** Map'. Ponds 3 & 4 form one big lake which we refer to as the "**Combined Lakes**". Also, I denoted on the map the location of the dissipator which takes water from the 'Combined Lakes 3 & 4', treats that water, slows the turbidity of the water, and ultimately dissipates the water into the mangroves (a picture of the dissipator is attached). Also, there is a 20 foot **Hydro seeding of the** access road on top of the berm **and sodding of the Lake Bank slopes** around the 'combined Lakes 3 & 4' that the CDD will need to maintain. **Per Chuck's Annual Shared Maintenance Budget, we will put into our Lake Flores CDD FY 2023/2024 Proposed Budget, the \$7,749 for lake maintenance, \$11,343 for lake bank mowing, and \$2,000 for lake bank erosion repair allowance.** Kristen lets also include Chuck's textual descriptions in our budget as they are very helpful.
2. Attached above are two maps I've entitled 'Lake Flores **West** Mitigation **Node** Area Pond 3 map' and 'Lake Flores **West** Mitigation **Node** Area Ponds 1 & 2'. **Ponds 1, 2, & 3 comprise the area we call the 'West Mitigation Node Area'**. Chuck's attached budget entitled 'Lake Flores CDD Phase 1 Budget' includes the **\$14,214 for wetland maintenance of the 23.69 acres of wetlands and uplands and also includes \$15,000 for the wetland monitoring/report.**

Craig Wrathell  
Managing Member  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Toll-free: (877)276-0889  
Phone: (561)571-0010  
Fax: (561)571-0013  
[www.whassociates.com](http://www.whassociates.com)

**FRAUD ALERT** ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE **DO NOT** SEND A WIRE.



---

**From:** Dave Brasher (Lake Flores) <DBrasher@lakefloresland.com>  
**Sent:** Monday, April 10, 2023 2:04 PM  
**To:** Craig Wrathell <wrathellc@whhassociates.com>  
**Subject:** RE: West Mitigation Node- Ponds #1, #2 & #3

Craig see highlighted comments below. Dave

**David Brasher**  
**Lake Flores Land Company**  
**8116 Cortez Road West, Bradenton FL 34210**  
**Office: 954.761.2601**  
**Cell: 954.806.9531**

---

**From:** Craig Wrathell [<mailto:wrathellc@whhassociates.com>]  
**Sent:** Monday, April 10, 2023 1:45 PM  
**To:** Dave Brasher (Lake Flores) <DBrasher@lakefloresland.com>  
**Cc:** Kristen Suit <[suitk@whhassociates.com](mailto:suitk@whhassociates.com)>; Chuck Adams <[adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)>; Jeffrey Pinder <[pinderj@whhassociates.com](mailto:pinderj@whhassociates.com)>; Craig Wrathell <[wrathellc@whhassociates.com](mailto:wrathellc@whhassociates.com)>  
**Subject:** RE: West Mitigation Node- Ponds #1, #2 & #3

David

Good afternoon. Thank you for your detailed explanation on our call moments ago and the maps. All of which are extremely helpful.

Here is a my summary of our conversation (please feel free to correct me):

1. Attached above is the map I've entitled '**Lake Flores Combined Lakes 3 & 4** Map'. Ponds 3 & 4 form one big lake which we refer to as the "**Combined Lakes**". Also, I denoted on the map the location of the dissipator which takes water from the 'Combined Lakes 3 & 4', treats that



water, slows the turbidity of the water, and ultimately dissipates the water into the mangroves (a picture of the dissipator is attached). Also, there is a 20 foot **Hydro seeding of the** access road on top of the berm **and sodding of the Lake Bank slopes** around the 'combined Lakes 3 & 4' that the CDD will need to maintain. **Per Chuck's Annual Shared Maintenance Budget, we will put into our Lake Flores CDD FY 2023/2024 Proposed Budget, the \$7,749 for lake maintenance, \$11,343 for lake bank mowing, and \$2,000 for lake bank erosion repair allowance.** Kristen lets also include Chuck's textual descriptions in our budget as they are very helpful.

2. Attached above are two maps I've entitled 'Lake Flores **West** Mitigation **Node** Area Pond 3 map' and 'Lake Flores **West** Mitigation **Node** Area Ponds 1 & 2'. **Ponds 1, 2, & 3 comprise the area we call the 'West Mitigation Node Area'**. Chuck's attached budget entitled 'Lake Flores CDD Phase 1 Budget' includes the **\$14,214 for wetland maintenance of the 23.69 acres of wetlands and uplands and also includes \$15,000 for the wetland monitoring/report.**

David did I properly summarize our conversation? Also, are there any other expenses for O & M we should include at this point?

Thanks Craig

Craig Wrathell  
Managing Member  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Toll-free: (877)276-0889  
Phone: (561)571-0010  
Fax: (561)571-0013  
[www.whassociates.com](http://www.whassociates.com)

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---

**From:** Dave Brasher (Lake Flores) <[DBrasher@lakefloresland.com](mailto:DBrasher@lakefloresland.com)>

**Sent:** Monday, April 10, 2023 1:15 PM  
**To:** Craig Wrathell <[wrahellc@whhassociates.com](mailto:wrahellc@whhassociates.com)>  
**Subject:** West Mitigation Node- Ponds #1, #2 & #3

Please see attached. Dave

**David Brasher**  
**Lake Flores Land Company**  
**8116 Cortez Road West, Bradenton FL 34210**  
**Office: 954.761.2601**  
**Cell: 954.806.9531**

**From:** [LakeFloresLand@mail.com](mailto:LakeFloresLand@mail.com) [<mailto:LakeFloresLand@mail.com>]  
**Sent:** Monday, April 10, 2023 2:16 PM  
**To:** Dave Brasher (Lake Flores) <[DBrasher@lakefloresland.com](mailto:DBrasher@lakefloresland.com)>  
**Subject:** Message from KM\_C308

"Combined  
Lakes"

dissipator



Pond  
4

Pond  
3



## Lake Flores

### Annual Shared Lake Maintenance Budget

Lake Maintenance	\$ 7,749
The District will hire a licensed lake maintenance contractor to review, once a month, and treat 22.14 acres, to control nuisance and non-beneficial aquatic growth, such as algae and submersed vegetation, that if not controlled could negatively impact designed stormwater storage and flow characteristics.	
Lake Bank Mowing	\$ 11,343
The District will hire a licensed contractor to mow 3.72 acres of lake bank. It is assumed the lake bank will be planted in bahia sod, no irrigation, no plant beds, minimal pest and weed control. Mowing frequency is anticipated to be 30 times a year.	
Lake Bank Erosion Repair Allowance	\$ 2,000
Anticipated to cover the costs of addressing eventual and inevitable lake bank erosion repairs. Any portion of this expenditure not realized during the current fiscal year will be transferred and retained in an assigned fund balance account to be utilized at a future time of need.	
Total \$ 21,092	

mitigation Area

Pond 3



Mitigation Area

Pond 1

Pond 2



**Lake Flores**  
 Operations Budget Analysis  
 DRAFT updated 10/05/21

<b>Admin and Professional</b>	<u>Budget</u>	<u>Notes</u>
	95,000	overall budget regardless of CDD size or number of phases
<b>Operations (Phase 1 only)</b>		
Field Management	5,000	Assumes part time management firm managing District common elements (possibly HOA mgmt firm)
Stormwater Management		
Maint Contract -Wet Ponds	20,860	assumes twice monthly visits 59.6 acres of pond
Wetland Maint.	14,214	assumes twice a year maintenance events for 23.69 acres
Wetland Monitor/Report	15,000	assumes once annually
Steetlighting	30,000	estimated 100 lights at 200' spacing lease/power/maint at \$25 per light per month for thorough fare roads only
Landscape Maint.- Thoroughfare Road ROWs, Offsite Road ROWs, Modal Trail		
Maint Contract	199,616	All inclusive; fert/chemical, irrigation checks, shrub pruning quarterly, tree trim once etc at \$.35 per square ft
Effluent Supply	32,519	assumes 26 watering weeks a year at 3/4" water each watering week at \$.34 per 1000 gallons
Plant Replacement	10,000	
Irrigation Repairs	<u>5,000</u>	
<b>Total</b>	<b>427,209</b>	

<u>Unit Type</u>	<u>Quantity</u>	<u>Per Unit</u>	<u>Revenue</u>
Residential	1550	\$250.51	\$388,290
Commercial	92.86	\$250.51	\$23,262
Hotel	62.5	\$250.51	<u>\$15,657</u>
	1705.36		\$427,209

PLEASE NOTE THAT THIS IS A DRAFT BUDGET AND COST WILL LIKELY CHANGE AS INFRASTRUCTURE IS COMPLETED AND ACTUAL COSTS ARE REALIZED, INCLUDING ANY FUTURE PHASES.



Prepared by and return to:  
Douglas Manson  
Manson Bolves Donaldson Varn  
109 N. Brush Street, Suite 300  
Tampa, Florida 33602

## **AMENDED AND RESTATED RECIPROCAL EASEMENT AND JOINT USE OF LAKE AGREEMENT**

This **AMENDED AND RESTATED RECIPROCAL EASEMENT AND JOINT USE OF LAKE AGREEMENT** ("Agreement") is made and entered into by and between Long Bar Pointe, LLLP, a Florida Limited Liability Partnership ("LBP"); Cargor Partners VIII-Long Bar Pointe, LLLP, a Florida Limited Liability Partnership ("C-LBP"); and Cortez75W Investors, LLC, a Delaware Limited Liability Company ("Cortez75W") as successor-in-interest to LF Manatee, LLC as successor-in-interest to Lake Flores I, LLC, a Florida Limited Liability Company and Lake Flores, East, LLC, and Lake Flores Community Development District, a Chapter 190, F.S., Community Development District (hereinafter the "LFCDD"). LBP, C-LBP, LFCDD, and Cortez75W are hereinafter collectively referred to as the "Parties" or singularly as "Party." LBP and C-LBP are hereinafter collectively referred to as "Long Bar Pointe." This Agreement is made and executed by the Parties as of June 17, 2022 and amends and restates the Agreement between the Parties dated February 7, 2020 and recorded in the Public Records of Manatee County, Florida under Instrument Number 202041082394. This Agreement will not become effective until the time and date this Agreement is recorded in the Public Records of Manatee County, Florida ("Effective Date").

### **RECITALS**

**WHEREAS**, Long Bar Pointe owns certain property in Manatee County more specifically described in **Exhibit "A"** attached hereto and made a part hereof ("Long Bar Pointe Property");

**WHEREAS**, Cortez75W owns certain property in Manatee County more specifically described in **Exhibit "B"** attached hereto and made a part hereof ("Cortez75W Property"); and

**WHEREAS**, the Parties propose to construct a Combined Lake that will be located on both Long Bar Pointe Property and Cortez75W Property more specifically shown in **Exhibit "C"** attached hereto and made a part hereof ("Combined Lake"); and

**WHEREAS**, the Parties desire to provide for the joint use of the Combined Lake recognizing that it exists primarily for the storage and treatment of stormwater, but to also provide for limited recreational use of the Combined Lake while specifically prohibiting the recreational use of motorized vehicles within or on the Combined Lake and fishing in the Combined Lake; and

**WHEREAS**, the Parties desire to provide for the maintenance and operation of the Combined Lake to include a cost-sharing arrangement for the same, and

**WHEREAS**, although this Agreement will be effective as of the time and date it is recorded in the Public Records of Manatee County, certain provisions of this Agreement regarding the use, maintenance and operation of the Combined Lake will not be applicable and operative until the "LBP Combined Lake Construction ERP" (as defined in Paragraph 8 herein below) is transferred to operational status by the Southwest Florida Water Management District ("SWFWMD") as provided in Paragraph 9 herein below.

**NOW THEREFORE**, in consideration of the mutual recitals, covenants, and conditions herein set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **Purpose.** The purpose of this Agreement is as follows:

a. to supersede, amend and replace the Reciprocal Easement, and Joint Use Agreement dated February 7, 2021 and recorded in the Public Records of Manatee County, Florida under Number 202041082394; and

b. to set forth the mutual and separate rights, duties and obligations of the Parties in the use, maintenance and operation of the Combined Lake; and

c. to provide a mechanism for the sharing of cost in the maintenance and operation of the Combined Lake; and

d. to provide for a survey of the Combined Lake and a sharing of cost in the preparation of the survey.

3. **Reciprocal Easement Grant.** Long Bar Pointe hereby grants to Cortez75W a non-exclusive, perpetual reciprocal easement over, under, across, in and through those parts of the Combined Lake which lie within the borders of the real property owned by Long Bar Pointe subject to the terms of this Agreement. In like manner, Cortez75W hereby grants to Long Bar Pointe a non-exclusive, perpetual reciprocal easement over, under, across, in and through those parts of the Combined Lake which lie within the

borders of the real property owned by Cortez75W subject to the terms of this Agreement.

**4. Management of the Combined Lake.** The Parties recognize, understand and agree that the water that will fill and occupy the Combined Lake is obtained from stormwater runoff and surface drainage from lands owned by the Parties, and that the primary purpose of the Combined Lake is for stormwater management and water quality treatment purposes. As such, the Combined Lake is to be used first and foremost as an integral part of the stormwater management systems of the Parties, including the detention and retention and treatment of stormwater. Accordingly, the Parties reserve the right to restrict the use and access to the Combined Lake from time to time and as circumstances require.

**5. Activities Prohibited on the Combined Lake.** All motorized vessels and watercraft of any kind are prohibited from entering the Combined Lake except those motorized vessels that may from time to time be necessary in the maintenance and operation of the Combined Lake, including the management of vegetation growing in or around the Combined Lake. Fishing is also a prohibited activity in the Combined Lake.

**6. Limited Recreational Uses of the Combined Lake.** Each of the Parties agree that either Party may, but neither are required to, allow such of their respective future residents as each deems appropriate, access to the Combined Lake for limited recreational use as provided herein. Recreational use of the Combined Lake can only be provided to future residents of Cortez75W and Long Bar Pointe and their guests and invitees, and except as may be otherwise later agreed in writing between the Parties, shall be limited to the use of non-motorized recreational watercraft such as canoes, kayaks, row boats, sail boats, paddle boards, and the like, and on the Combined Lake. Cortez75W and Long Bar Pointe may provide on their respective properties such amenities as they deem appropriate to allow their respective future residents access to and limited recreational use of the Combined Lake as permitted herein. Any such amenity constructed by any Party shall be for the exclusive use of its future residents and their guests and invitees, and all costs of construction, maintenance and operation of any such amenity shall be borne and solely paid for by such Party. Any limited access to and limited recreational use of the Combined Lake that any Party may from time to time provide to its future residents in accordance with the terms of this Agreement, may be restricted or eliminated altogether by such Party at any time in its sole and absolute discretion. Nothing contained in this Agreement is intended to grant to any future resident of the Lake Flores Property or Long Bar Pointe Property any right of access to or use of the Combined Lake, whether for the limited recreational use authorized herein or otherwise, and no future resident of the Lake Flores Property or Long Bar Pointe Property shall have or may claim any third party beneficiary rights whatsoever under this Agreement.

**7. Allocating Costs of Recreational Use and Access to the Combined Lake.** In the event that one Party and not the other elects to permit its future residents access to and limited recreational use of the Combined Lake as authorized herein, then the Party

that elects to do so shall bear and be solely responsible to pay any resulting increases in costs of maintaining and operating the Combined Lake, including without limitation, any additional costs incurred for general liability insurance, policing activity, removal of refuse, or damages to natural resources in and around the Combined Lake or to facilities required for the Combined Lake to perform its stormwater detention, retention and treatment functions. In the event both Parties elect to allow their respective future residents access to and limited recreational use of the Combined Lake as authorized herein, then any resulting increased costs shall be shared and paid by the Parties on a pro-rata basis as provided in Paragraph 11 herein below.

**8. Survey of the Combined Lake.** Long Bar Pointe shall contract for and obtain a survey of the Combined Lake by an engineering and surveying firm licensed to practice in the State of Florida contemporaneously with LBP filing with the SWFWMD its as built plans and seeking transfer of the Construction ERP issued by SWFWMD to LBP for construction of the Combined Lake (the "LBP Combined Lake Construction ERP") from construction to operational status. This new survey will be used to obtain an insurable metes and bounds legal description of the external boundaries of the completed Combined Lake. Prior to commencing the survey, Long Bar Pointe shall submit the proposal for doing the work of surveying the Combined Lake boundary to Cortez75W for their review and reasonable approval within twenty (20) days, including the cost of the survey. If response is not received within twenty (20) days, it shall be deemed approved. Once completed, the cost of the survey shall be shared and paid by the Parties on a pro-rata basis as provided in paragraph 11 herein below.

**9. Completion of Combined Lake, Interim Responsibilities, and Rerecording of Reciprocal Easement and Joint use Agreement.**

a. Although this Agreement will be effective upon its recordation in the Public Records of Manatee County, Florida, it is recognized, understood and agreed that as of the date of recordation, the Combined Lake will not have been constructed. Accordingly, unless and until the Combined Lake is completed as hereinafter set forth, the provisions in this Agreement that provide for the use, maintenance and operation of the Combined Lake after completion shall be inapplicable, inoperative and unenforceable. For purposes of this Agreement, the Combined Lake will be deemed completed only when the SWFWMD transfers the LBP Combined Lake Construction ERP from construction status to operational status in accordance with Rule 62-330.310 (1) F.A.C. The transfer to full operational status of the LBP Combined Lake Construction ERP, and therefore the completion of the Combined Lake, shall occur no later than five (5) years following the issuance of the Section 404 Permit by the US Army Corps of Engineers. If the transfer of the LBP Combined Lake Construction ERP to operational status does not occur by such date, then Lake Flores shall have the right at any time thereafter to terminate and record a full termination of this Agreement in its sole and absolute discretion, and at such time any rights of LBP to continue its efforts to permit the Combined Lake shall also terminate.

b. Until such time as the LBP Combined Lake Construction ERP is transferred to operational status, LBP shall perform and pay all fees and costs required to complete construction of the Combined Lake as permitted, including all construction and development of the Combined Lake required to obtain the transfer of the LBP Combined Lake Construction ERP from construction status to operational status. LBP shall also manage, perform and pay all costs of any interim maintenance and operational activities required with respect to the Combined Lake before the LBP Combined Lake Construction ERP is transferred to operational status by the SWFWMD. Once the SWFWMD has transferred the LBP Combined Lake Construction ERP to operational status as provided herein, LBP shall rerecord this Agreement in the Public Records of Manatee County, Florida - substituting **Exhibit "C"** attached hereto with the completed survey required by Paragraph 8 herein above, and thereafter, Cortez75W shall be responsible for the management of the maintenance and operation of the Combined Lake - but the costs of same shall be allocated and shared as provided in Paragraphs 4 and 11 herein, and all other provisions regarding the use, maintenance and operation of the Combined Lake shall apply and shall be operative and enforceable.

**10. Maintenance and Operation of the Combined Lake.** Cortez75W has transferred the responsibility for the management of the maintenance and operation of the Combined Lake to the Lake Flores Community Development District, a Chapter 190 FS Community Development District (hereinafter the "LFCDD") and as such the LFCDD will coordinate, organize, manage and oversee all activities necessary for the maintenance and operation of the Combined Lake. LFCDD shall, in anticipation of the performance of its duties herein, initially provide to Long Bar Point by no later than 60 days prior to the completion of construction of the Combined Lake, the plan for the maintenance and operation of the Combined Lake during the initial calendar year, including all costs to be incurred in connection with same (the "Initial Management Plan and Budget"). Long Bar Point shall have 30 days from receipt of same for its reasonable review and approval. The LFCDD shall thereafter provide to Long Bar Point annually, and by no later than sixty (60) days prior to the end of each calendar year, the plan for maintenance and operation of the Combined Lake for the following calendar year including all costs to be incurred in connection with the limited recreational use of the Combined Lake, if any, (the "Annual Management Plan and Budget"). The Initial Management Plan and Budget and each Annual Management Plan and Budget thereafter, will address and otherwise comply and be consistent with the standards and requirements of any permits issued for the construction and use of the Combined Lake, and with the current standards published by the Southwest Florida Water Management District and Manatee County regarding maintenance and operation of stormwater ponds and lakes. Long Bar Point may object to any item contained in the Initial Management Plan and Budget, and any Annual Management Plan and Budget thereafter, but must do so in writing within thirty (30) days from receipt of same, specifying the deficiency noted and the proposed alternative costs or management protocol to be added or eliminated.

**11. Reimbursement of Shared Costs.** Cortez75W agrees to reimburse Long Bar Point for its pro-rata share of the costs of the survey of the Combined Lake. In like manner, Long Bar Point agrees to reimburse and pay its pro-rata share of the costs and fees for maintenance and operation of the Combined Lake, excluding those costs and fees incurred in the event that only one Party and not both grants access to and limited recreational use of the Combined Lake to its residents, which costs and fees shall be separately accounted for and be the responsibility of the Party granting such access and limited recreational use pursuant to Paragraph 7 above. The costs for maintenance and operation of the Combined Lake shall be based on the percentage of property each Party owns within the surveyed boundary of the Combined Lake. This pro-rata determination shall be made at the time the survey is completed. The Parties hereto agree that all charges to Cortez75W for surveying services and to Long Bar Point for the maintenance and operation of the Combined Lake provided for under this Agreement shall be based on the actual costs incurred and will not include any management fees by either party nor any allowance or margin for profit to either party. Because Cortez75W has formed the LFCDD, the LFCDD will submit to Long Bar Point a copy of any invoice for which Long Bar Point is obligated to pay its pro rata share, within thirty (30) days after receipt of such invoice from the contractor providing same, and Long Bar Point will remit payment for its pro-rata share of all costs and fees incurred by the LFCDD within thirty (30) days of receipt of any such invoice delivered pursuant to this Paragraph provided such invoice is consistent with the budgeted amount for such service(s) as set forth in the Initial Management Plan or Annual Management Plan and Budget thereafter. Any deviation that exceeds five (5) percent of any line item in any approved Initial Management Plan or Budget or approved Annual Management Plan and Budget, may be rejected by Long Bar Point, but Long Bar Point will in any case remain liable to pay the budgeted amount for such item within thirty (30) days of receipt of such invoice.

**12. Formation of CDDs and Ability to Amend this Agreement.** Each Party will form a Chapter 190, F.S., Community Development District ("CDD") and upon doing so will transfer control of the portion of the Combined Lake it owns to the CDD. As of the recording of this instrument, Cortez75W has formed the LFCDD and as such, its performance obligations relative to the formation of a CDD are acknowledged and accepted by Long Bar Point. It is anticipated that the two CDDs will enter into an Interlocal Agreement that will require the CDDs to develop and approve an annual maintenance and operating budget, based on the percentage of the Combined Lake on that Party's property and payment for such work shall be between the two CDDs. Because the Combined Lake will be managed and operated by the LFCDD, the rights duties and responsibilities for the ongoing administration, management and maintenance of the Combined Lake shall be as set forth in the Interlocal Agreement that will supersede this Agreement. The CDDs to be formed by the Parties may, in their discretion and agreement, modify, change or supplement the provisions of this Agreement to conform to the desires of the collective Boards of Supervisors of the two CDDs, but until such changes are made, the terms of this Agreement shall control.

**13. Notice.** All notices, payments, and invoices pertaining to or affecting this Agreement ("Notice") shall be in writing and served in person or by certified mail, overnight or express mail services to the Parties at the addresses provided below:

Long Bar Pointe, LLLP 1651 Whitfield Avenue Suite 200 Sarasota, Florida 34243	Cortez75W Investors c/o Jim Motta Lake Flores Land Company 8116 Cortez Road West Bradenton, FL 34210
--	--

Either Party shall be entitled to specify any other address as its proper address for the purposes of this Agreement upon Notice to the other party.

**14. Taxes.** Each Party will be solely responsible for and shall pay any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the portion of the Combined Lake it owns in fee.

**15. Terms and Restrictions.** The Parties shall insert the terms and restrictions of this Agreement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which a Party divests itself of any interest in the Combined Lake.

**16. Assignment.** This Agreement shall be binding upon the Parties and their respective successors and assigns; provided, however, that neither Party shall assign this Agreement or any rights or obligations hereunder without first obtaining the prior written consent of: (1) the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; and, (2) any lenders, if required.

**17. Modifications.** This Agreement may be amended only by written agreement between the Parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Manatee County, Florida.

**18. Dispute Resolution Procedures.** In the event a dispute arises between the Parties concerning terms of this Agreement, the Parties shall meet to discuss and attempt to resolve any dispute regarding any such matters. The meeting shall occur as expeditiously as possible following receipt of notice of any dispute, but in no event later than thirty (30) days following receipt of such notice. The Parties will utilize good faith and best efforts to resolve any such dispute by mutual agreement. Any dispute not able to be resolved after a good faith effort to do so may be submitted to litigation before a court of competent jurisdiction in Manatee County, Florida.

**19. Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties shall perform all obligations pursuant to this Agreement in accordance with all applicable codes, laws, rules, regulations, orders, and standards, of federal, state, regional, county, and municipal

governmental agencies and all standards, rules, regulations, permits, approvals, and orders issued by such agencies.

20. **Severability.** If any provision or part of this Agreement is held invalid, the invalidity does not affect other provisions or parts of this Agreement.

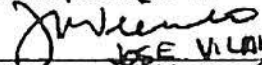
21. **No Third Party Beneficiary.** This Agreement is intended solely for the benefit of Long Bar Pointe and Cortez75W, their successors and assigns, and no right or cause of action shall accrue under this Agreement to the benefit of any third party not a signatory to this Agreement.

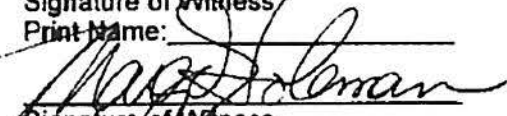
22. **No Dedication.** No right of access by the general public to any portion of the Combined Lake is conveyed by this Agreement.

23. **Complete Agreement.** The written form of this Agreement supersedes and controls over any and all prior agreements, understandings, representations, and statements, whether written or oral, made with regard to the matters addressed by this Agreement. The terms herein contained shall bind and inure to the benefit of the Parties, its successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by each Party as of the date first set forth above.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Signature of Witness  
Print Name: JOSE VILLALOBOS

  
\_\_\_\_\_  
Signature of Witness  
Print Name: MARGO HOLEMAN

LONG BAR POINTE, LLLP, a Florida  
Limited Liability Limited Partnership

By: Long Bar GP LLC, its General Partner

By: 

Carlos M. Beruff, its authorized Manager

Date: June 16<sup>th</sup> 2022

STATE OF FLORIDA  
COUNTY OF Hillsborough

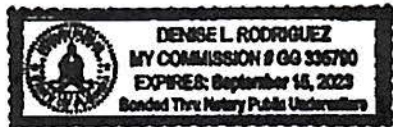
The foregoing instrument was acknowledged before me by means of physical presence this 10<sup>th</sup> day of June, 2022, by Carlos M. Beruff, as Authorized Manager of Long Bar GP LLC, General Partner on behalf of Long Bar Pointe, LLLP, a Florida limited liability partnership, and



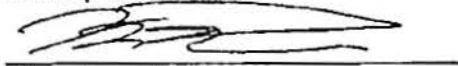
who is  personally known to me or  produced the following identification:  
n/a

Denise L. Rodriguez  
Print Name: Denise L. Rodriguez  
Notary Public-State of Florida  
Commission Number: GG 335790  
My Commission Expires: 9/15/2023

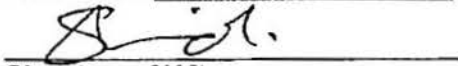
(SEAL)



Signed, sealed and delivered  
In the presence of:



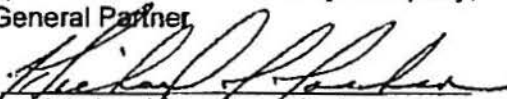
Signature of Witness  
Print Name: Keshav Prabhu Schlosser



Signature of Witness  
Print Name: Shiva Oli

**CARGOR PARTNERS VIII – LONG BAR  
POINTE, LLLP**, a Florida Limited Liability  
Limited Partnership

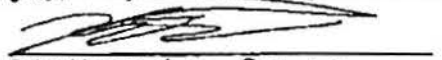
By: Cargor Partners VIII-Long Bar Pointe,  
LLC, A Florida Limited Liability Company,  
its General Partner

By:   
Michael J. Jacobson, its authorized  
Manager

Date: 6/6/22

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of physical presence  
this 6th day of May, 2022, by Michael J. Jacobson, as Authorized Manager of Cargor Partners  
VIII-Long Bar Pointe, LLC, General Partner on behalf of Cargor Partners VIII-Long Bar Pointe,  
LLLP, a Florida limited liability limited partnership, and who is [ ] personally known to me or  
 produced the following identification: MA DRIVERS LICENSE

  
Print Name: Keshav Prabhu Schlosser  
Notary Public-Commonwealth of MA  
Commission Number: \_\_\_\_\_  
My Commission Expires: 01/12/2024



Signed, sealed and delivered  
In the presence of:

Signature of Witness

Print Name: Sharon DeAngelo

Signature of Witness

Print Name: Judith Hattier

Lake Flores Community Development  
District, a Chapter 190, F.S. Community  
Development District

By:

Gary Walker, its Chairman of the Board  
of Supervisors

Date: June 17, 2022

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing <sup>June</sup> instrument was acknowledged before me by means of physical presence  
this 17 day of ~~May~~ June, 2022, by Gary Walker, as \*\* of Lake Flores  
Community Development District, a Chapter 190, F.S., Community Development District, and  
who is [] personally known to me or [] produced the following identification:

† Chairman of the Board of Supervisors

Print Name: Judith Hattier

Notary Public-State of Florida

Commission Number:

My Commission Expires:

(SEAL)



Signed, sealed and delivered  
In the presence of:

**CORTEZ75W INVESTORS, LLC,** a  
Delaware Limited Liability Company

Signature of Witness

Print Name: Sharon DeAngelo

By: 

Jim Motta, Authorized Agent

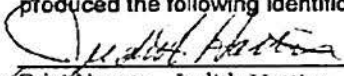
Signature of Witness

Print Name: Judith Hattier

Date: 6/17/22

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence  
this 17 day of June 2022, by Jim Motta, as authorized Manager of Cortez75W Investors  
LLC a Delaware Limited Liability Company, and who is [ ] personally known to me or [ ]  
produced the following identification: \_\_\_\_\_

  
Print Name: Judith Hattier  
Notary Public-State of Florida  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



(SEAL)

EXHIBIT A


LBP LLP LEGAL DESCRIPTION

NOTE: THE LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY LBP.

**CPC**  
**CARNAHAN PROCTOR & CROSS**  
604 COURTLAND STREET SUITE 101  
PHONE : (407) 860-5900  
ORLANDO, FLORIDA 32804  
CERTIFICATE OF AUTHORIZATION # 7936  
  
LAND DEVELOPMENT  
SURVEYING  
CONSTRUCTION ENGINEERING INSPECTION

DATE:	04/10/18
DRAWN BY:	JCF
CHECKED BY:	JCF

EXHIBIT A  
  
MANATEE COUNTY, FL

  
COVER

FROM THE SOUTHEAST CORNER OF THE N.W. 1/4 OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE N.01°05'49"E., ALONG THE EAST LINE OF THE SAID N.W. 1/4, A DISTANCE OF 58.07 FEET TO THE POINT OF BEGINNING; THENCE S.48°13'52"W., A DISTANCE OF 925.95 FEET; THENCE N.46°11'37"W., A DISTANCE OF 2411.43 FEET; THENCE N. 43°48'23"E. A DISTANCE OF 960.15 FEET; THENCE N.69°05'28"E., A DISTANCE OF 593.95 FEET TO NORTH LINE OF SOUTH 1/2 OF THE N.W. 1/4 OF SAID SECTION 18; THENCE S.89°32'32"E., ALONG SAID NORTH LINE, A DISTANCE OF 1198.74 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EL CONQUISTADOR PARKWAY (100 FOOT WIDE) AS RECORDED IN OR BOOK 703, PAGE 731, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.01°05'49"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 333.84 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 1300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE AFORESAID EXISTING RIGHT OF WAY LINE AND THE PROPOSED SOUTHWESTERLY RIGHT-OF-WAY LINE OF EL CONQUISTADOR PARKWAY, THROUGH A CENTRAL ANGLE OF 57°40'05", A DISTANCE OF 1308.45 FEET; THENCE S.48°13'52"W., A DISTANCE OF 756.85 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

CONTAINING 102.37 ACRES, MORE OR LESS

FROM A LIGHTERWOOD POST FOUND AT THE N.W. CORNER OF U.S. LOT 1, SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, RUN S.89°13'41"E., (WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM) ALONG THE NORTH LINE OF SAID U.S. LOT 1, A DISTANCE OF 725.30 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE S.89°13'41"E., ALONG SAID NORTH LINE, A DISTANCE OF 613.16 FEET TO THE N.E. CORNER THEREOF; THENCE S.00°28'00"W., ALONG THE EAST LINE OF SAID U.S. LOT 1, A DISTANCE OF 676.04 FEET; THENCE S.69°05'28"W., A DISTANCE OF 524.00 FEET; THENCE S.43°48'23"W., A DISTANCE OF 666.88 FEET; THENCE N.46°11'37"W., A DISTANCE OF 1103.44 FEET; THENCE N.59°08'19"E., A DISTANCE OF 1569.79 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN U.S. LOT 1, SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AND SECTION 13, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO EASMENTS, RIGH-OF-WAY AND RESTRICTIONS OF RECORD.

CONTAINING 36.72 ACRES, MORE OR LESS.

FROM A LIGHTERWOOD POST FOUND AT THE N.W. CORNER OF U.S. LOT 1, SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, RUN S.89°13'41"E., (WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM) ALONG THE NORTH LINE OF SAID U.S. LOT 1, A DISTANCE OF 668.10 FEET TO THE POINT OF BEGINNING; THENCE S. 59°08'19"W., A DISTANCE OF 1529.31 FEET; THENCE N.46°11'37"W., A DISTANCE OF 598.81 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SECTION 7, SAID TOWNSHIP AND RANGE, AS SURVEYED BY THE FLORIDA STATE ROAD DEPARTMENT IN 1949, AND AS SHOWN ON THE RIGHT

OF WAY MAPS FOR S.R. 654 (CORTEZ ROAD) SECTION 1304-201; THENCE N.00°21'23"E., ALONG THE SAID WEST LINE OF SECTION 7, AND SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1713.02 FEET TO INTERSECT THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED BOOK 348, PAGE 36, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.89°21'37"E., ALONG SAID NORTH LINE A DISTANCE OF 1091.97 FEET TO A FOUND CONCRETE MONUMENT; THENCE S.00°27'44"W., A DISTANCE OF 655.34 FEET; THENCE S.89°15'16"E., A DISTANCE OF 665.10 FEET TO A FOUND CONCRETE MONUMENT; THENCE S.01°29'35"W., A DISTANCE OF 667.08 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTIONS 7 AND 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AND SECTION 13, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

SUBJECT TO PERTINENT EASEMENTS, RIGHT-OF-WAS AND RESTRICTIONS OF RECORD

CONTAINING 61.17 ACRES, MORE OR LESS.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCELS, THE FOLLOWING PARCEL OF LAND PREVIOUSLY DEEDED TO MANATEE COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN PARCEL F, AS RECORDED IN OFFICIAL RECORD BOOK 1534, PAGE 2605, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND LYING IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 18; THENCE S.01°05'02"W., ALONG THE EAST LINE OF SAID NORTHWEST 1/4, ALSO BEING THE CENTER LINE OF EL CONQUISTADOR PARKWAY (100-FOOT WIDE PUBLIC RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORD BOOK 703, PAGE 731, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 667.84 FEET; THENCE N 89°33'23"W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED EL CONQUISTADOR PARKWAY; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) CALLS: (1) THENCE S 01°05'02" W, A DISTANCE OF 334.77 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,300.00 FEET AND A CENTRAL ANGLE OF 57°40'29"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,308.59 FEET TO THE END OF SAID CURVE, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF THE ABOVE MENTIONED PARCEL F; THENCE S 48°13'01"W., ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 10.34 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.33°31'30"E, A RADIAL DISTANCE OF 1,310.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, LYING 10.00 FEET WESTERLY OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF EL CONQUISTADOR PARKWAY, THROUGH A CENTRAL ANGLE OF 57°33'32", AN ARC LENGTH OF 1,316.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.01°05'02"E, 10.00 FEET WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 334.66 FEET TO A POINT ON THE NORTH LINE OF THE ABOVE MENTIONED PARCEL F; THENCE S 89°33'23"E, ALONG SAID NORTH PARCEL LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.



DESCRIPTION OF A PARCEL  
LYING IN SECTIONS 17 & 20, T-35-S, R-17-E,  
MANATEE COUNTY FLORIDA

(PARCEL "B-C" MULTI FAMILY)

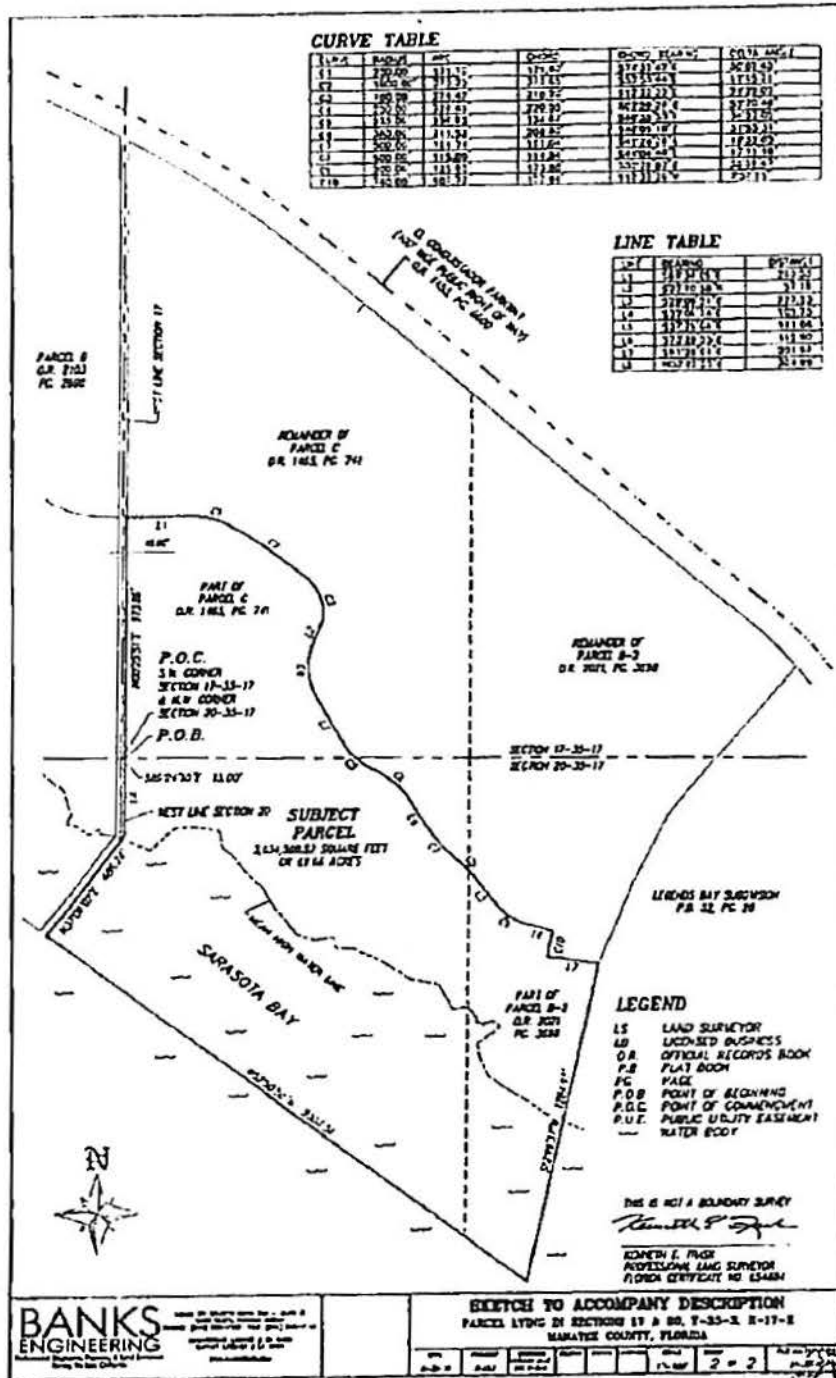
A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 17 AND 20, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2021, PAGE 3598, AND OFFICIAL RECORDS BOOK 1465, PAGE 741 MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 AND THE NORTHWEST CORNER OF SAID SECTION 20, THENCE S 89°24'10"E FOR 15.00 FEET TO THE POINT OF BEGINNING; THENCE N 00°25'31"E, PARALLEL WITH AND 15.00 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 17, FOR 973.36 FEET; THENCE S 89°34'09"E FOR 263.53 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, DELTA ANGLE OF 30°02'45", CHORD BEARING S 74°37'41"E, CHORD DISTANCE OF 129.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 131.10 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET, DELTA ANGLE OF 11°15'21", CHORD BEARING S 33°53'44"E, CHORD DISTANCE OF 372.65 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 373.25 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, DELTA ANGLE OF 7°32'70", CHORD BEARING S 17°32'33"E, CHORD DISTANCE OF 210.20 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 224.47 FEET; THENCE S 33°10'58"W FOR 37.18 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, DELTA ANGLE OF 32°20'49", CHORD BEARING S 01°59'26"E, CHORD DISTANCE OF 220.53 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 228.41 FEET; THENCE S 29°09'31"E FOR 227.23 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 223.00 FEET, DELTA ANGLE OF 34°52'05", CHORD BEARING S 46°35'53"E, CHORD DISTANCE OF 134.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 136.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, DELTA ANGLE OF 11°53'31", CHORD BEARING S 45°05'10"E, CHORD DISTANCE OF 268.80 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 711.52 FEET; THENCE S 32°08'24"E FOR 105.75 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, DELTA ANGLE OF 18°32'03", CHORD BEARING S 41°24'28"E, CHORD DISTANCE OF 161.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 161.74 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, DELTA ANGLE OF 13°11'19", CHORD BEARING S 44°04'48"E, CHORD DISTANCE OF 114.84 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 115.09 FEET; THENCE S 37°29'01"E FOR 141.06 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, DELTA ANGLE OF 35°55'47", CHORD BEARING S 55°29'02"E, CHORD DISTANCE OF 123.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 123.65 FEET; THENCE S 33°28'55"E FOR 115.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 740.00 FEET, DELTA ANGLE OF 07°17'11", CHORD BEARING S 32°32'29"W, CHORD DISTANCE OF 102.64 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 102.73 FEET; THENCE S 81°26'04"E FOR 201.66 FEET TO THE BOUNDARY OF LEGENDS BAY SUBDIVISION, PLAT BOOK 52, PAGE 28, SAID PUBLIC RECORDS; THENCE S 12°19'31"W, ALONG SAID SUBDIVISION BOUNDARY FOR 1284.93 FEET; THENCE N 32°59'38"W ALONG THE BOUNDARY OF SAID PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2021, PAGE 3598, AND OFFICIAL RECORDS BOOK 1465, PAGE 741 FOR 2303.36 FEET; THENCE N 37°09'07"E, ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1465, PAGE 741 FOR 486.74 FEET; THENCE N 00°25'31"E, PARALLEL WITH AND 15.00 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 20, FOR 304.99 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 3034598.52 SQUARE FEET OR 69.64 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N 00°25'31"E.





*[Handwritten signature]*

DESCRIPTION OF A PARCEL  
LYING IN SECTION 18, T-35-S, R-17-E,  
MANATEE COUNTY FLORIDA

(PARCEL "D-E" MULTI-FAMILY)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 2696, AND OFFICIAL RECORDS BOOK 1724, PAGE 4246, MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE N 89°24'10"W, FOR 1500 FEET TO THE POINT OF BEGINNING; THENCE S 00°23'35"W, PARALLEL WITH AND 1500 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SAID SECTION 18 FOR 293.32 FEET; THENCE S 37°09'02"W, ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 2696 FOR 476.78 FEET; THENCE N 57°50'31"W, ALONG THE BOUNDARY OF SAID PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 2696, AND OFFICIAL RECORDS BOOK 1724, PAGE 4246 FOR 861.98 FEET; THENCE N 46°12'28"W, ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1724, PAGE 4246 FOR 3239.32 FEET; THENCE N 41°13'01"E, ALONG SAID BOUNDARY FOR 1403.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 332.54 FEET, DELTA ANGLE OF 17°16'33", CHORD BEARING S 47°04'57"E, CHORD DISTANCE OF 94.22 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 94.37 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 713.41 FEET, DELTA ANGLE OF 24°30'09", CHORD BEARING S 26°13'24"E, CHORD DISTANCE OF 302.80 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 305.12 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1659.42 FEET, DELTA ANGLE OF 19°14'31", CHORD BEARING S 23°33'35"E, CHORD DISTANCE OF 351.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 357.29 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, DELTA ANGLE OF 01°52'34", CHORD BEARING S 34°09'18"E, CHORD DISTANCE OF 10.18 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 10.18 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2458.42 FEET, DELTA ANGLE OF 14°57'12", CHORD BEARING S 42°34'21"E, CHORD DISTANCE OF 650.19 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 652.04 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, DELTA ANGLE OF 35°23'06", CHORD BEARING S 67°43'30"E, CHORD DISTANCE OF 184.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 191.63 FEET; THENCE S 15°21'03"E, FOR 260.30 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, DELTA ANGLE OF 26°53'07", CHORD BEARING S 72°00'29"E, CHORD DISTANCE OF 162.93 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 164.44 FEET; THENCE S 56°37'34"E, FOR 264.91 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, DELTA ANGLE OF 29°13'37", CHORD BEARING S 43°56'07"E, CHORD DISTANCE OF 176.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 178.54 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 822.62 FEET, DELTA ANGLE OF 26°02'47", CHORD BEARING S 42°20'43"E, CHORD DISTANCE OF 370.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 373.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET, DELTA ANGLE OF 34°12'03", CHORD BEARING S 72°21'04"E, CHORD DISTANCE OF 220.34 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 223.84 FEET; THENCE S 85°34'09"E, FOR 39.72 FEET; THENCE S 00°25'51"W, PARALLEL WITH AND 1500 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SAID SECTION 18 FOR 933.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 474427 18 SQUARE FEET OR 108 91 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID EAST LINE OF SECTION 18 AS BEARING S 00°23'31"W.

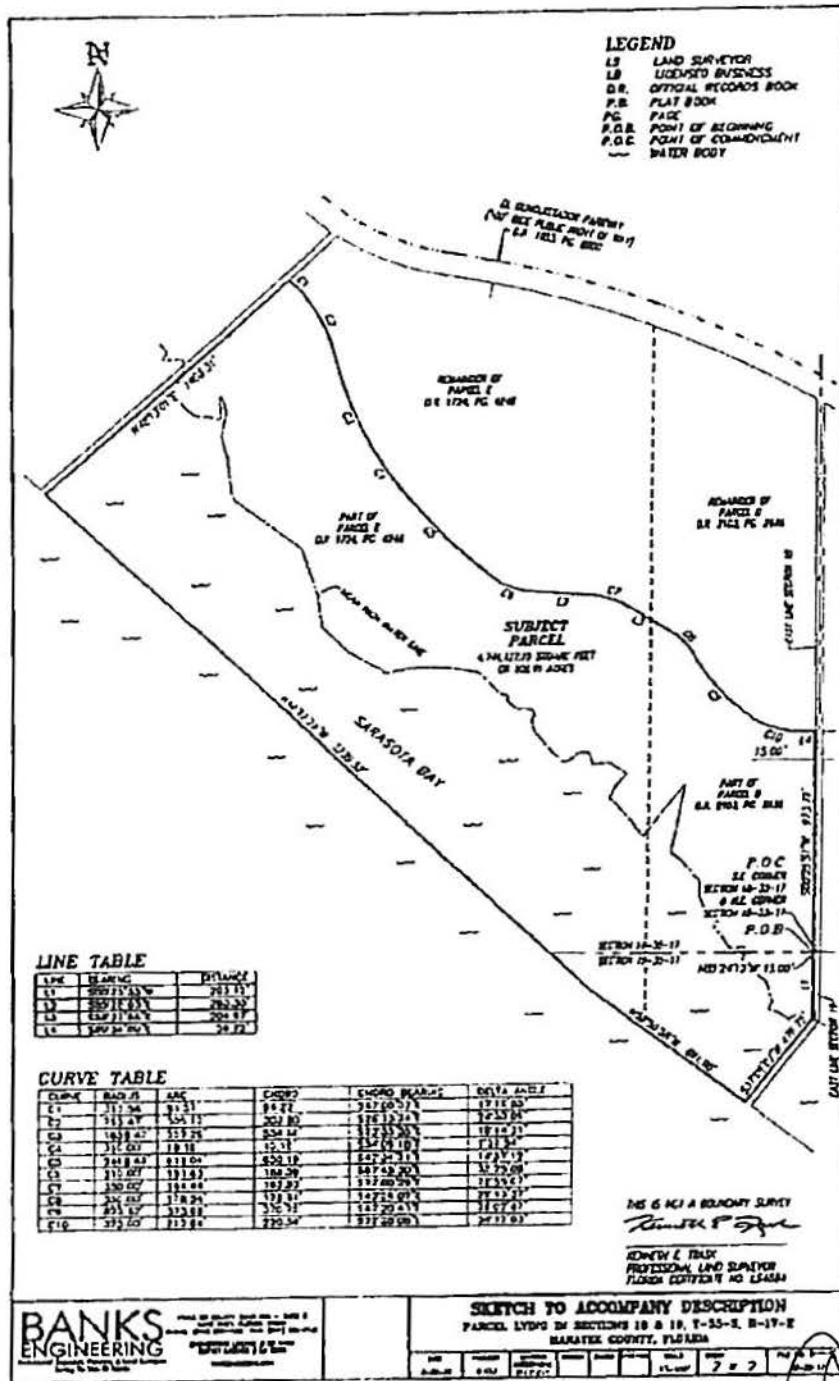


EXHIBIT A (CONTINUED)

CARGO PARTNERS VIII - LONG BAR  
POINTE LLLP LEGAL DESCRIPTION

NOTE: THE LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY LBP.

**CPC**  
CARNAHAN PROCTOR & CROSS  
604 COURTLAND STREET SUITE 101  
ORLANDO, FLORIDA 32804  
PHONE : (407) 860-5980  
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT  
SURVEYING  
CONSTRUCTION ENGINEERING INSPECTION

DATE
04/10/18
DRAWN BY:
JCF
CHECKED BY:
JCF

**EXHIBIT A**  
MANATEE COUNTY, FL



COVER

DESCRIPTION OF A PARCEL  
LYING IN SECTIONS 17 & 20, T-33 S. R-17 E,  
MANATEE COUNTY FLORIDA

(PARCEL "B-C")

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 17 AND 20, TOWNSHIP 33 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2011, PAGE 3691, AND OFFICIAL RECORDS BOOK 1461, PAGE 741 MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 AND THE NORTHWEST CORNER OF SAID SECTION 20, THENCE S 89°24'10"E FOR 1100 FEET; THENCE N 60°25'31"E, PARALLEL WITH AND 1500 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 17, FOR 673.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 60°25'31"E ALONG SAID PARALLEL LINE FOR 1410.81 FEET TO THE BOUNDARY OF THE MANATEE COUNTY RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2347, PAGE 3750, SAID MANATEE COUNTY PUBLIC RECORDS, BEING A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4190.00 FEET, DELTA ANGLE OF 16°07'48", CHORD BEARING S 54°40'45"E, CHORD DISTANCE OF 843.78 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 846.88 FEET; THENCE S 49°36'51"E ALONG SAID BOUNDARY FOR 2174.75 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 1715.50 FEET, DELTA ANGLE OF 09°46'32", CHORD BEARING S 44°43'23"E, CHORD DISTANCE OF 792.42 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 792.77 FEET TO THE WESTERLY BOUNDARY OF LEGENDS BAY SUBDIVISION, PLAT BOOK 32, PAGE 26, SAID PUBLIC RECORDS; THENCE S 49°14'30"W ALONG THE BOUNDARY OF SAID SUBDIVISION FOR 131.18 FEET; THENCE S 27°03'16"W ALONG SAID SUBDIVISION BOUNDARY FOR 259.26 FEET; THENCE S 27°39'42"W ALONG SAID SUBDIVISION BOUNDARY FOR 328.28 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY N 31°24'18"W FOR 201.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1400.00 FEET, DELTA ANGLE OF 07°37'11", CHORD BEARING N 12°12'29"E, CHORD DISTANCE OF 102.64 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 102.72 FEET; THENCE N 73°28'35"W FOR 115.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, DELTA ANGLE OF 33°39'41", CHORD BEARING N 35°29'02"W, CHORD DISTANCE OF 123.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 123.65 FEET; THENCE N 37°29'08"W FOR 143.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, DELTA ANGLE OF 13°11'19", CHORD BEARING N 44°04'41"W, CHORD DISTANCE OF 114.84 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 115.09 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, DELTA ANGLE OF 18°32'03", CHORD BEARING N 41°24'26"W, CHORD DISTANCE OF 161.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 161.74 FEET; THENCE N 32°02'17"W FOR 101.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, DELTA ANGLE OF 31°33'31", CHORD BEARING N 48°05'10"W, CHORD DISTANCE OF 208.80 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 211.32 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, DELTA ANGLE OF 34°31'05", CHORD BEARING N 46°32'33"W, CHORD DISTANCE OF 134.22 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 136.93 FEET; THENCE N 39°09'31"W FOR 227.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, DELTA ANGLE OF 52°20'49", CHORD BEARING N 02°59'24"W, CHORD DISTANCE OF 220.35 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 218.41 FEET; THENCE N 23°10'31"E FOR 33.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, DELTA ANGLE OF 71°27'00", CHORD BEARING N 12°32'33"W, CHORD DISTANCE OF 110.20 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 224.42 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1900.00 FEET, DELTA ANGLE OF 11°15'21", CHORD BEARING N 53°53'44"W, CHORD DISTANCE OF 372.65 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 373.25 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET, DELTA ANGLE OF 10°07'45", CHORD BEARING N 14°32'41"W, CHORD DISTANCE OF 129.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 131.10 FEET; THENCE N 85°34'09"W FOR 203.33 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS 3578388 82 SQUARE FEET OR 82.15 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N 60°25'31"E





Professional Engineers, Planners & Land Surveyors

DESCRIPTION OF A PARCEL  
LYING IN SECTION 18, T-15-S, R-17-E,  
MANATEE COUNTY FLORIDA

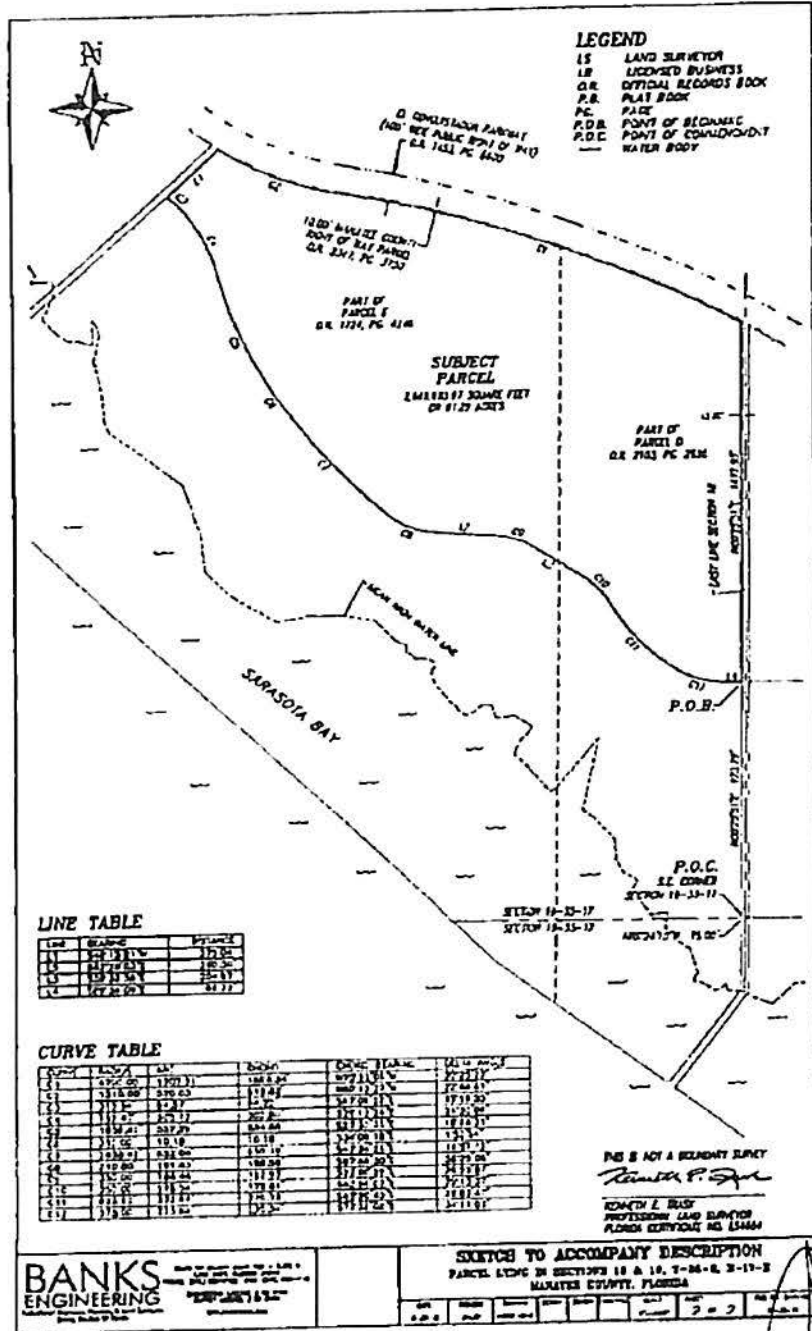
(PARCEL "D-E")

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 18, TOWNSHIP 15 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2183, PAGE 2696, AND OFFICIAL RECORDS BOOK 1724, PAGE 4248, MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE N89°24'10"W FOR 15.00 FEET; THENCE N00°33'31"E, PARALLEL WITH AND 1160 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SAID SECTION 18, FOR 973.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N85°33'31"E, ALONG SAID PARALLEL LINE FOR 1477.93 FEET TO THE BOUNDARY OF THE MANATEE COUNTY RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2347, PAGE 2750, SAID MANATEE COUNTY PUBLIC RECORDS, BEING A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4700.00 FEET, DELTA ANGLE OF 30°25'22", CHORD BEARING N70°37'06"W, CHORD DISTANCE OF 1691.34 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 1787.36 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1310.80 FEET, DELTA ANGLE OF 22°44'41", CHORD BEARING N89°12'27"W, CHORD DISTANCE OF 516.62 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 529.03 FEET TO THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1724, PAGE 4248, SAID PUBLIC RECORDS; THENCE S48°13'01"W, ALONG SAID BOUNDARY FOR 273.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 713.54 FEET, DELTA ANGLE OF 17°16'55", CHORD BEARING S47°04'51"E, CHORD DISTANCE OF 142.21 FEET; THENCE LEAVING SAID BOUNDARY, ALONG THE ARC OF SAID CURVE FOR 14.57 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 713.47 FEET, DELTA ANGLE OF 24°30'09", CHORD BEARING S28°13'24"E, CHORD DISTANCE OF 302.40 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 385.12 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1659.42 FEET, DELTA ANGLE OF 19°14'31", CHORD BEARING S23°33'33"E, CHORD DISTANCE OF 524.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 557.29 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, DELTA ANGLE OF 01°57'34", CHORD BEARING S34°09'11"E, CHORD DISTANCE OF 16.18 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 10.18 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2491.42 FEET, DELTA ANGLE OF 14°57'12", CHORD BEARING S42°34'21"E, CHORD DISTANCE OF 650.19 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 452.04 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, DELTA ANGLE OF 31°25'06", CHORD BEARING S67°47'38"E, CHORD DISTANCE OF 144.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 191.63 FEET; THENCE S83°12'03"E, FOR 200.70 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, DELTA ANGLE OF 24°55'07", CHORD BEARING S71°00'29"E, CHORD DISTANCE OF 162.91 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 164.44 FEET; THENCE S51°37'56"E, FOR 204.97 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET, DELTA ANGLE OF 29°13'37", CHORD BEARING S43°26'07"E, CHORD DISTANCE OF 174.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 128.54 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 822.42 FEET, DELTA ANGLE OF 24°02'47", CHORD BEARING S42°20'43"E, CHORD DISTANCE OF 370.75 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 373.56 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET, DELTA ANGLE OF 31°12'03", CHORD BEARING S72°24'08"E, CHORD DISTANCE OF 220.54 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 223.84 FEET; THENCE S83°24'09"E, FOR 59.72 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2469693.97 SQUARE FEET OR 61.29 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N00°25'51"E.



*Handwritten signature and initials*



DESCRIPTION OF A PARCEL  
LYING IN SECTION 30, T-34-S, R-17-E,  
MANATEE COUNTY FLORIDA

(PARCEL "R-C" WATERFRONT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2021, PAGE 3698, MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 AND THE NORTHWEST CORNER OF SAID SECTION 30, THENCE S 89°24'10"E FOR 15.00 FEET, THENCE N 00°25'31"E, PARALLEL WITH AND 15.00 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 31, FOR 2134.74 FEET TO THE BOUNDARY OF THE MANATEE COUNTY RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2247, PAGE 3730, SAID MANATEE COUNTY PUBLIC RECORDS, BEING A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4799.00 FEET, DELTA ANGLE OF 107°14', CHORD BEARING S 34°40'43"E, CHORD DISTANCE OF 843.74 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 843.88 FEET; THENCE S 49°34'51"E ALONG SAID BOUNDARY FOR 2174.25 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 1713.00 FEET, DELTA ANGLE OF 69°44'32", CHORD BEARING S 44°43'25"E, CHORD DISTANCE OF 292.42 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 292.77 FEET TO THE WESTERLY BOUNDARY OF LEGENDS BAY SUBDIVISION, PLAT BOOK 52, PAGE 26, SAID PUBLIC RECORDS; THENCE S 40°14'30"W, ALONG THE BOUNDARY OF SAID SUBDIVISION FOR 758.18 FEET; THENCE S 21°03'16"W, ALONG SAID SUBDIVISION BOUNDARY FOR 399.56 FEET; THENCE S 22°39'47"W, ALONG SAID SUBDIVISION BOUNDARY FOR 318.14 FEET TO THE POINT OF BEGINNING; THENCE S 12°19'37"W, ALONG SAID SUBDIVISION BOUNDARY FOR 1284.93 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY N 32°30'28"W ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2021, PAGE 3698, FOR 303.12 FEET; THENCE N 00°24'44"E ALONG SAID BOUNDARY FOR 790.11 FEET; THENCE LEAVING SAID BOUNDARY N 35°36'38"E FOR 322.59 FEET; THENCE N 32°19'37"E FOR 152.32 FEET; THENCE S 81°20'06"E FOR 201.86 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 395230.97 SQUARE FEET OR 9.07 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N 00°25'31"E

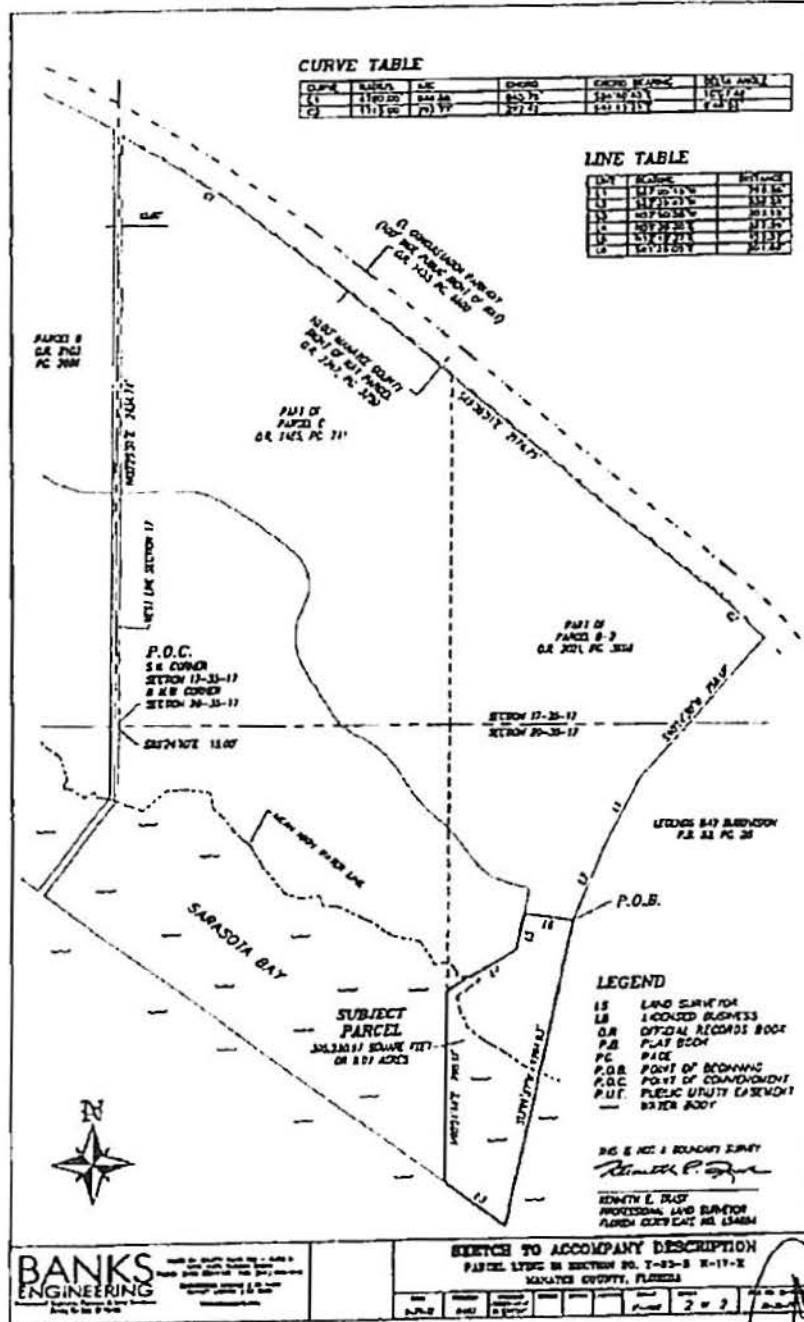


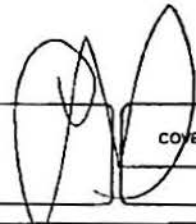
EXHIBIT B  
LAKE FLORES PROPERTY

**CPC**  
CARRAHAN PROCTOR & CROSS  
604 COURTLAND STREET SUITE 121  
PHONE: (407) 560-5980  
ORLANDO, FLORIDA 32804  
CERTIFICATE OF AUTHORIZATION # 2936

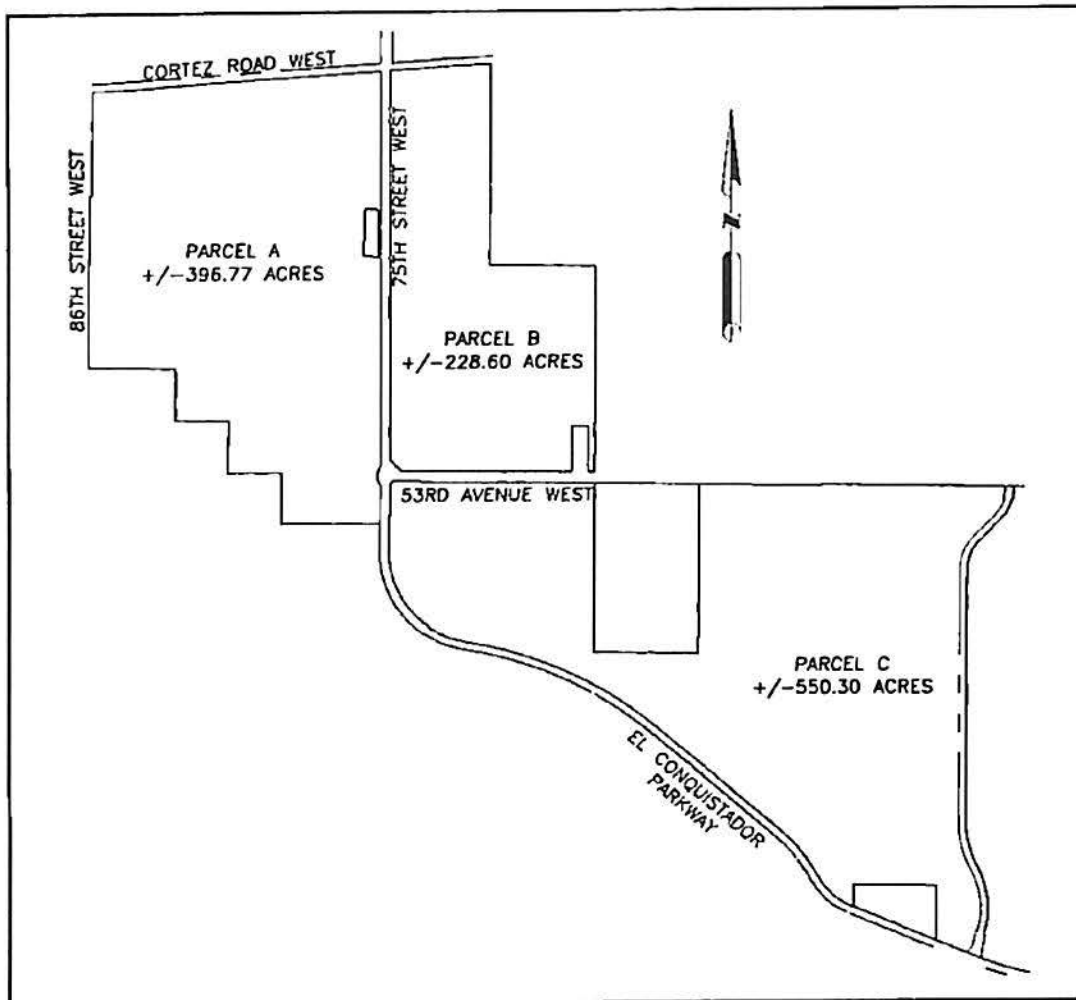
LAND DEVELOPMENT  
SURVEYING  
CONSTRUCTION ENGINEERING INSPECTION

DATE
04/12/18
DRAWN BY
JCF
DECKED BY
JCF

**EXHIBIT B**  
LAKE FLORES PROPERTY  
MANATEE COUNTY, FL

  
COVER

## EXHIBIT B Lake Flores Property



**SHEET LAYOUT**  
 NOT TO SCALE

**CPC**  
**CARNAHAN PROCTOR & CROSS**  
 604 COURTLAND STREET SUITE 101  
 PHONE : (407) 960 5580  
 ORLANDO, FLORIDA 32804  
 CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT  
 SURVEYING  
 CONSTRUCTION ENGINEERING INSPECTION

**NOTES:**  
 1. THIS EXHIBIT IS NOT A BOUNDARY SURVEY.

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Date: 5/15/2019  
 Drawn By: LS  
 Checked By: JWQ

EXHIBIT B  
 LF LEGAL DESCRIPTION  
 Manatee County, FL

Sheet No	Dr
1	5
Project No.: 130217.01	

## EXHIBIT B Lake Flores Property

### LEGAL DESCRIPTION

PARCEL A

A PARCEL OF LAND LYING IN SECTIONS 7 AND 18, TOWNSHIP 35 SOUTH RANGE 17 EAST AND SECTION 13 TOWNSHIP 35 SOUTH, RANGE 16 EAST MANATEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE S 1/4 CORNER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE N 89° 20' 44" W, A DISTANCE OF 60.00 FEET; THENCE N 00°13'41" E, A DISTANCE OF 97.20 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 75TH STREET WEST, PER THE DEED RECORDED IN OFFICIAL RECORDS BOOK 2277, PAGE 4330 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE WEST RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: S 31°24'16" W, A DISTANCE OF 74.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING OF S 04°24'49" E, AND A CHORD DISTANCE OF 134.60 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°38'10" FOR AN ARC DISTANCE OF 143.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 106.00 FEET, A CHORD BEARING OF S 19°34'32" E, AND A CHORD DISTANCE OF 74.79 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°18'45", FOR AN ARC DISTANCE OF 76.43 FEET TO THE POINT OF TANGENCY; THENCE RUN S 01°04'51" W, A DISTANCE OF 496.72 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE RUN N 89° 34'51" W, A DISTANCE OF 1269.70 FEET; THENCE N 00° 28' 43" E, A DISTANCE OF 676.10 FEET; THENCE N 89° 11' 08" W, A DISTANCE OF 670.43 FEET; THENCE N 01° 33' 27" E, A DISTANCE OF 667.20 FEET; THENCE N 89° 18' 42" W, A DISTANCE OF 665.21 FEET; THENCE N 00° 21'08" E, A DISTANCE OF 655.49 FEET; THENCE N 89° 14' 33" W, A DISTANCE OF 1091.98 FEET; THENCE ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF 86TH STREET WEST THE FOLLOWING THREE COURSES; N 00° 20' 18" E, A DISTANCE OF 2204.91 FEET; THENCE N 82° 54' 50" E, A DISTANCE OF 32.76 FEET; THENCE N 00° 39' 09" E, A DISTANCE OF 1342.75 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 02° 02' 38" W, AT A DISTANCE OF 7689.44 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE SOUTHERLY RIGHT OF WAY OF CORTEZ ROAD (FDOT SECTION 13040-2518) THROUGH A CENTRAL ANGLE OF 01° 46' 46", A DISTANCE OF 238.81 FEET TO A POINT OF TANGENCY; THENCE N 86° 10' 36" E, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 3003.74 FEET; THENCE N 86° 21' 26" E, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 406.87 FEET; THENCE S 00° 13' 41" W, ALONG THE WEST RIGHT OF WAY LINE OF 75TH STREET WEST, A DISTANCE OF 2368.26 FEET; THENCE ALONG THE PERIMETER OF A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1237 PAGE 3176, THE FOLLOWING SIX COURSES, N 89° 46' 21" W, A DISTANCE OF 34.80 FEET; THENCE N 00° 07' 46" E, A DISTANCE OF 585.50 FEET; THENCE N 89° 50' 41" W, A DISTANCE OF 179.34 FEET; THENCE S 01° 22' 24" W, A DISTANCE OF 596.76 FEET; THENCE S 84° 14' 20" E, A DISTANCE OF 193.23 FEET; THENCE S 89° 46' 20" E, A DISTANCE OF 34.75 FEET; THENCE S 00° 13' 41" W, ALONG THE WEST RIGHT OF WAY LINE OF 75TH STREET WEST, A DISTANCE OF 2666.24 FEET TO THE POINT OF BEGINNING.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

CONTAINING 396.77 ACRES, MORE OR LESS.



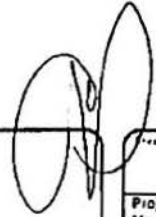
**CARNAHAN PROCTOR & CROSS**  
 604 COURTLAND STREET SUITE 101  
 PHONE : (407) 960 5960  
 ORLANDO, FLORIDA 32804  
 CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT  
 SURVEYING  
 CONSTRUCTION ENGINEERING INSPECTION

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Date: 5/15/2019  
 Drawn By: LS  
 Checked By: JWO

EXHIBIT B  
 LF LEGAL DESCRIPTION  
 Manatee County, FL



Sheet No	Of
2	5
Project No.: 130217.01	

## EXHIBIT B Lake Flores Property

### LEGAL DESCRIPTION

#### PARCEL B

A PARCEL OF LAND LYING IN SECTIONS 7, TOWNSHIP 35 SOUTH RANGE 17 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE N 00°25' 27" E, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING; THENCE N 89°26' 33" W, ALONG THE NORTH RIGHT OF WAY LINE OF 53 AVENUE WEST, A DISTANCE OF 88.24 FEET; THENCE N 00°36'15" E, A DISTANCE OF 589.32 FEET; THENCE N 89° 20' 51" W, A DISTANCE OF 200.06 FEET; THENCE S 00° 35' 55" W, A DISTANCE OF 589.65 FEET; THENCE N 89° 26' 33" W, ALONG AFOREMENTIONED NORTH RIGHT OF WAY LINE, A DISTANCE OF 2154.18 FEET; THENCE N 44° 36' 54" W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 212.76 FEET; THENCE N 00° 13' 41" E, ALONG THE EAST RIGHT OF WAY LINE OF 75TH STREET WEST, A DISTANCE OF 4986.61 FEET TO THE SOUTH RIGHT OF WAY LINE OF CORTEZ ROAD; THENCE N 86° 21' 26" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 830.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 11409.16 FEET, A CHORD BEARING OF N 87°29'39" E, AND A CHORD DISTANCE OF 452.73 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE ALSO BEING SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°16'25" FOR AN ARC DISTANCE OF 452.76 FEET; THENCE S 00° 23' 35" W, A DISTANCE OF 2593.74 FEET; THENCE S 89° 21' 57" E, A DISTANCE OF 1327.62 FEET TO THE EAST LINE OF SECTION 7; THENCE S 00° 25' 27" W ALONG SAID SECTION LINE, A DISTANCE OF 2626.08 FEET TO THE POINT OF BEGINNING.  
SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

CONTAINING 228.60 ACRES, MORE OR LESS.



**CARNAHAN PROCTOR & CROSS**

604 COURTLAND STREET SUITE 101  
PHONE: (407) 960 5589  
ORLANDO, FLORIDA 32804  
CERTIFICATE OF AUTHORIZATION # 2916

LAND DEVELOPMENT  
SURVEYING  
CONSTRUCTION ENGINEERING INSPECTION

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Date	5/15/2019
Drawn By	LS
Checked By	JWQ

EXHIBIT B  
LF LEGAL DESCRIPTION  
Manatee County, FL

Sheet No:	3	of	5
Project No.:	130217.01		

## EXHIBIT B Lake Flores Property

### LEGAL DESCRIPTION

#### PARCEL C - WEST PORTION

A PARCEL OF LAND LYING IN SECTION 17, 18 AND 20 TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:


COMMENCING AT THE NE CORNER OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE S 00° 21' 31" W, A DISTANCE OF 106.00 FEET TO THE POINT OF BEGINNING; BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF 53RD AVENUE WEST AS RECORDED IN OFFICIAL RECORD BOOK 2580, PAGE 543 OF THE PUBLIC RECORD OF MANATEE COUNTY, FLORIDA; THENCE S 00° 25' 50" W DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 2222.65 FEET; THENCE S 89° 11' 59" E, A DISTANCE OF 1325.99 FEET; THENCE N 00° 25' 15" E, A DISTANCE OF 2209.35 FEET A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: S 89° 03' 27" E A DISTANCE OF 1582.22 FEET; THENCE N 00° 01' 27" E A DISTANCE OF 12.00 FEET; THENCE S 89° 03' 27" E A DISTANCE OF 2393.41 FEET; THENCE S 89° 32' 55" E A DISTANCE OF 31.18 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN S 00° 19' 57" W, A DISTANCE OF 32.34 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 620.00 FEET, A CHORD BEARING OF S 07° 13' 06" W AND A CHORD LENGTH OF 148.66 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 46' 18" FOR AN ARC LENGTH OF 149.02 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N 76° 49' 12" W A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 610.00 FEET, A CHORD BEARING OF S 28° 46' 46" W AND A CHORD LENGTH OF 308.76 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 19' 13" FOR AN ARC LENGTH OF 312.16 FEET TO THE POINT OF TANGENCY; THENCE S 43° 26' 22" W A DISTANCE OF 246.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1010.00 FEET, A CHORD BEARING OF S 45° 41' 53" W AND A CHORD LENGTH OF 79.60 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 31' 00" FOR AN ARC LENGTH OF 79.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING OF S 24° 08' 55" W AND A CHORD LENGTH OF 484.40 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 36' 56" FOR AN ARC LENGTH OF 498.63 FEET TO THE POINT OF TANGENCY; THENCE S 00° 20' 27" W A DISTANCE OF 178.20 FEET; THENCE S 00° 20' 20" W A DISTANCE OF 3070.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1100.00 FEET, A CHORD BEARING OF S 14° 25' 40" E AND A CHORD LENGTH OF 560.74 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 32' 00" FOR AN ARC LENGTH OF 567.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1140.00 FEET, A CHORD BEARING OF S 05° 53' 34" E AND A CHORD LENGTH OF 901.90 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 36' 11" FOR AN ARC LENGTH OF 927.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S 80° 13' 56" E A DISTANCE OF 20.16 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1589.63 FEET, A CHORD BEARING OF S 13° 56' 32" W AND A CHORD LENGTH OF 231.42 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 20' 55" FOR AN ARC LENGTH OF 231.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF S 05° 55' 53" E AND A CHORD LENGTH OF 40.81 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 10' 31" FOR AN ARC LENGTH OF 42.04 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING OF S 17° 32' 03" E AND A CHORD LENGTH OF 49.72 FEET;

**CPC**  
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CERTIFICATE OF AUTHORIZATION # 2916  
LAND DEVELOPMENT  
SURVEYING  
CONSTRUCTION ENGINEERING INSPECTION

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Date: 5/15/2019  
Drawn By: LS  
Checked By: JWO

EXHIBIT B  
LF LEGAL DESCRIPTION  
Manatee County, FL

  
Sheet No. 4 of 5  
Project No: 130217.01

## EXHIBIT B Lake Flores Property

### LEGAL DESCRIPTION

PARCEL C - WEST PORTION (CONTINUATION)

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24' 58' 12" FOR AN ARC LENGTH OF 50.12 FEET TO A POINT ON A NORTHERLY RIGHT OF WAY LINE OF EL CONQUISTADOR PARKWAY AND TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5059.00 FEET, A CHORD BEARING OF N 68' 22' 23" W AND A CHORD LENGTH OF 260.88 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02' 57' 18" FOR AN ARC LENGTH OF 260.91 FEET TO THE POINT OF TANGENCY; THENCE N 66' 53' 44" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 376.28 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE N 00' 20' 30" E A DISTANCE OF 716.38 FEET; THENCE N 89' 23' 40" W A DISTANCE OF 1047.39 FEET; THENCE S 00' 22' 45" W A DISTANCE OF 281.65 FEET TO SAID RIGHT OF WAY LINE; THENCE N 66' 53' 44" W A DISTANCE OF 32.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF N 47' 21' 21" W AND A CHORD LENGTH OF 568.58 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39' 04' 46" FOR AN ARC LENGTH OF 579.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1825.00 FEET, A CHORD BEARING OF N 38' 42' 58" W AND A CHORD LENGTH OF 690.20 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21' 48' 00" FOR AN ARC LENGTH OF 694.38 FEET TO THE POINT OF TANGENCY; THENCE N 49' 36' 58" W A DISTANCE OF 2175.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 4900.00 FEET, A CHORD BEARING OF N 65' 05' 52" W AND A CHORD LENGTH OF 2615.91 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30' 57' 48" FOR AN ARC LENGTH OF 2648.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1200.00 FEET, A CHORD BEARING OF N 68' 35' 07" W AND A CHORD LENGTH OF 498.75 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23' 59' 19" FOR AN ARC LENGTH OF 502.42 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE THENCE N 33' 24' 33" E A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1190.00 FEET, A CHORD BEARING OF N 27' 45' 18" W AND A CHORD LENGTH OF 1147.88 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57' 40' 18" FOR AN ARC LENGTH OF 1197.81 FEET TO THE POINT OF TANGENCY; THENCE N 01' 04' 51" E A DISTANCE OF 864.32 FEET; THENCE N 45' 49' 20" E A DISTANCE OF 75.83 FEET TO THE SOUTH RIGHT OF WAY LINE OF 53RD AVENUE WEST; THENCE S 89' 26' 33" E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 343.99 FEET; THENCE S 00' 00' 00" E A DISTANCE OF 20.00 FEET; THENCE S 89' 26' 32" E A DISTANCE OF 2195.80 FEET TO THE POINT OF BEGINNING

CONTAINING 550.319 ACRES, MORE OR LESS.



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 CERTIFICATE OF AUTHORIZATION # 2938

LAND DEVELOPMENT  
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 CONSTRUCTION ENGINEERING INSPECTION

**Table Of Contents:**  
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Date: 5/15/2019  
 Drawn By: LS  
 Checked By: JWQ

EXHIBIT B  
 LF LEGAL DESCRIPTION  
 Manatee County, FL



Sheet No:	Of
5	5
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EXHIBIT C

COMBINED LAKE SKETCH OF DESCRIPTION



**CARNAHAN PROCTOR & CROSS**

604 COURTLAND STREET SUITE 101  
PHONE : (407) 960-5580  
ORLANDO FLORIDA 32804  
CERTIFICATE OF AUTHORIZATION # 2935

LAND DEVELOPMENT  
SURVEYING  
CONSTRUCTION ENGINEERING INSPECTION

DATE: 04/10/18
DRAWN BY: JCF
CHECKED BY: JCF

**EXHIBIT C**  
COMBINED LAKE SKETCH OF DESCRIPTION  
MANATEE COUNTY, FL

COVER

# SKETCH & LEGAL DESCRIPTION

## LEGAL DESCRIPTION

A PORTION OF THAT PARCEL DESCRIBED IN DEED BOOK 207, PAGE 154 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LYING IN SECTION 7 AND 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N 89° 13' 40" W A DISTANCE OF 1225.77 FEET TO THE POINT OF BEGINNING AND A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF S 52° 15' 54" E AND A CHORD LENGTH OF 28.65 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 28' 26", FOR AN ARC LENGTH OF 28.75 FEET TO THE POINT OF TANGENCY; THENCE S 60° 30' 07" E A DISTANCE OF 107.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 97.00 FEET, A CHORD BEARING OF S 30° 15' 03" E AND A CHORD LENGTH OF 97.73 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 30' 07", FOR AN ARC LENGTH OF 102.43 FEET; THENCE S 00° 00' 00" E A DISTANCE OF 490.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING OF S 32° 12' 53" W AND A CHORD LENGTH OF 191.91 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64° 25' 45", FOR AN ARC LENGTH OF 202.41 FEET TO A POINT ON A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 84.20 FEET, A CHORD BEARING OF N 79° 55' 24" W AND A CHORD LENGTH OF 98.14 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71° 17' 42", FOR AN ARC LENGTH OF 104.77 FEET; THENCE N 44° 16' 33" W A DISTANCE OF 227.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 285.00 FEET, A CHORD BEARING OF N 25° 36' 31" W AND A CHORD LENGTH OF 182.44 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37° 20' 04", FOR AN ARC LENGTH OF 185.71 FEET TO THE POINT OF TANGENCY; THENCE N 06° 56' 29" W A DISTANCE OF 293.91 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 135.00 FEET, A CHORD BEARING OF N 45° 33' 33" W AND A CHORD LENGTH OF 168.51 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77° 14' 08", FOR AN ARC LENGTH OF 181.98 FEET TO THE POINT OF TANGENCY; THENCE N 84° 10' 37" W A DISTANCE OF 316.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING OF N 40° 38' 56" W AND A CHORD LENGTH OF 172.18 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87° 03' 23", FOR AN ARC LENGTH OF 189.93 FEET TO THE POINT OF TANGENCY; THENCE N 02° 52' 46" E A DISTANCE OF 264.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 40° 42' 06" W AND A CHORD LENGTH OF 475.67 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87° 09' 44", FOR AN ARC LENGTH OF 524.84 FEET TO THE POINT OF TANGENCY;

**NOTES:**

- 1 THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY.
- 2 THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 3 THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT
- 4 BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AS BEING NORTH 89° 13' 40" WEST

**CERTIFICATION:**

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 53-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.



**CARNAHAN PROCTOR & CROSS**  
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 CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT  
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For the firm by:

James W. Cuanel, P.S.M.  
 Professional Surveyor and Mapper  
 Florida License No. 6032

Date	10/15/2019
Drawn By	LS
Checked By	JDF

**EXHIBIT C**  
 COMBINED LAKE  
 SKETCH OF DESCRIPTION  
 MANATEE COUNTY, FL

Sheet No.	1	Of	4
CAD FILE: 130217- GRANACESTRIP010.DWG			

# SKETCH & LEGAL DESCRIPTION

## LEGAL DESCRIPTION (CONTINUATION)

THENCE N 84° 16' 58" W A DISTANCE OF 67.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A CHORD BEARING OF N 52° 26' 05" W AND A CHORD LENGTH OF 126.64 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 41' 46", FOR AN ARC LENGTH OF 133.40 FEET TO THE POINT OF TANGENCY; THENCE N 20° 35' 12" W A DISTANCE OF 13.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A CHORD BEARING OF N 35° 04' 48" E AND A CHORD LENGTH OF 198.18 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 111° 20' 00", FOR AN ARC LENGTH OF 233.18 FEET TO THE POINT OF TANGENCY; THENCE S 89° 15' 12" E A DISTANCE OF 405.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET, A CHORD BEARING OF N 44° 50' 54" E AND A CHORD LENGTH OF 7.18 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91° 47' 48", FOR AN ARC LENGTH OF 8.01 FEET TO THE POINT OF TANGENCY; THENCE N 01° 03' 00" W A DISTANCE OF 581.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 97.00 FEET, A CHORD BEARING OF N 45° 29' 26" E AND A CHORD LENGTH OF 140.82 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93° 04' 51", FOR AN ARC LENGTH OF 157.58 FEET TO THE POINT OF TANGENCY; THENCE S 87° 58' 09" E A DISTANCE OF 57.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 97.00 FEET, A CHORD BEARING OF S 43° 57' 45" E AND A CHORD LENGTH OF 134.78 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88° 00' 48", FOR AN ARC LENGTH OF 149.00 FEET TO THE POINT OF TANGENCY; THENCE S 00° 02' 39" W A DISTANCE OF 772.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 97.00 FEET, A CHORD BEARING OF S 17° 55' 26" E AND A CHORD LENGTH OF 59.85 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 56' 10", FOR AN ARC LENGTH OF 60.84 FEET TO THE POINT OF TANGENCY; THENCE S 35° 53' 31" E A DISTANCE OF 905.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF S 39° 57' 36" E AND A CHORD LENGTH OF 14.19 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 08' 09", FOR AN ARC LENGTH OF 14.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS HAVING AN AREA OF 26.203 ACRES, MORE OR LESS.



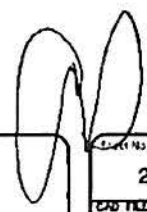
**CARNAHAN PROCTOR & CROSS**  
 604 COURTLAND STREET SUITE 101  
 ORLANDO, FLORIDA 32804  
 PHONE: (407) 960 5930  
 CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT  
 SURVEYING  
 CONSTRUCTION ENGINEERING INSPECTION

**Table Of Contents:**  
 Sheet 1&2 of 4 - Legal description, Certification & Notes  
 Sheet 3 of 4 - Sketch  
 sheet 4 of 4 - Line and Curve Tables

Date	10/15/2019
Drawn By	LS
Checked By	JDF

**EXHIBIT C**  
 COMBINED LAKE  
 SKETCH OF DESCRIPTION  
 MANATEE COUNTY, FL

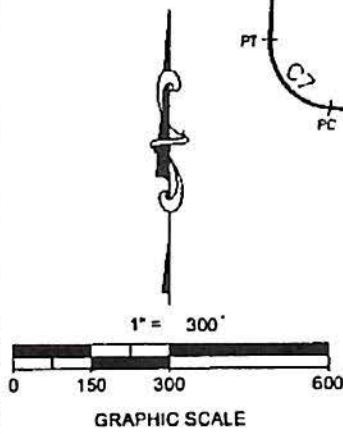
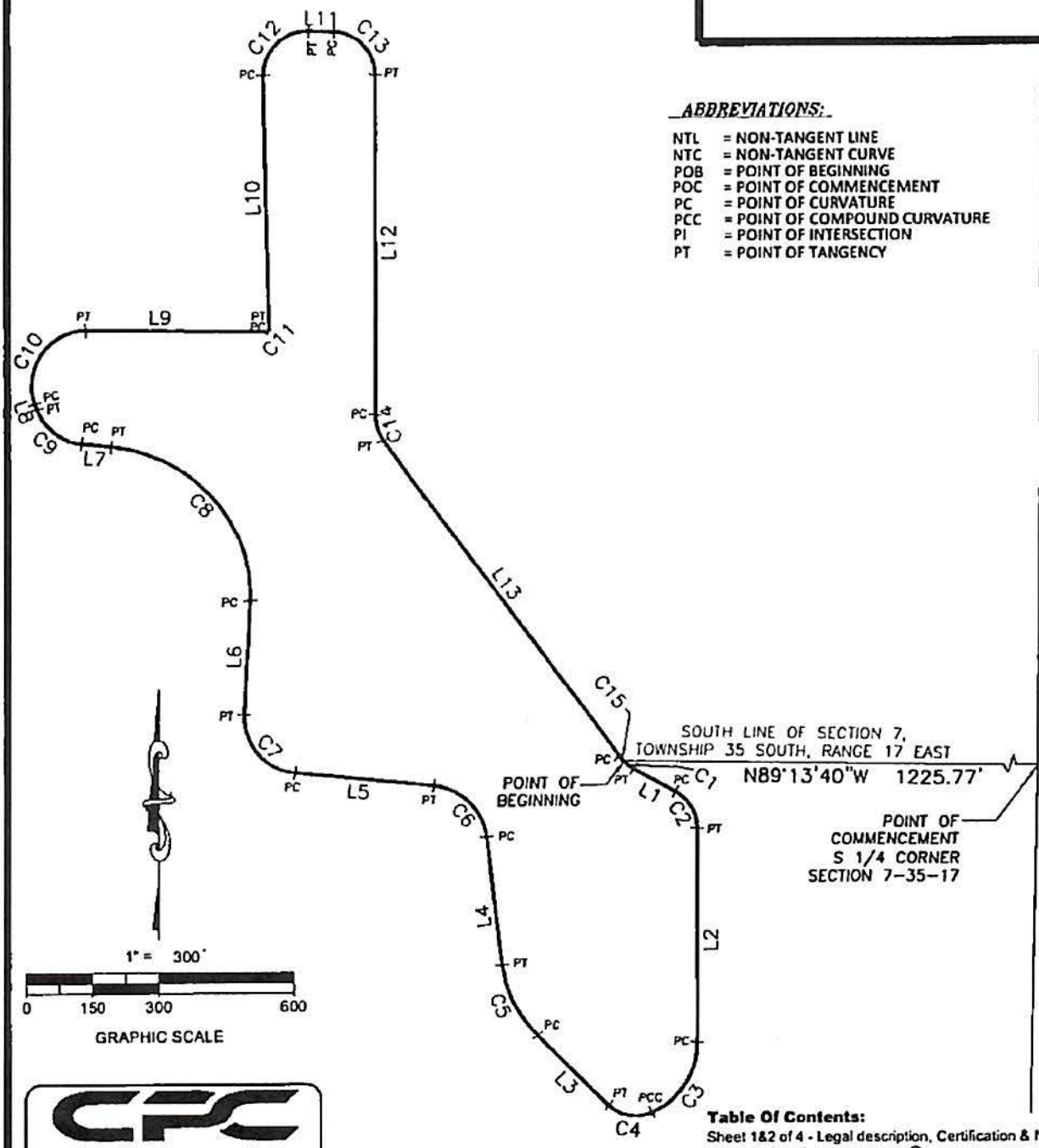


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# SKETCH & LEGAL DESCRIPTION

**ABBREVIATIONS:**

- NTL = NON-TANGENT LINE
- NTC = NON-TANGENT CURVE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PI = POINT OF INTERSECTION
- PT = POINT OF TANGENCY



**CPC**  
**CARNAHAN PROCTOR & CROSS**  
 604 COURTLAND STREET SUITE 101  
 PHONE : (407) 960 5993  
 ORLANDO, FLORIDA 32804  
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**NOTES:**  
 1. THIS SKETCH & DESCRIPTION IS NOT A BOUNDARY SURVEY.

Date	10/15/2019
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# LINE AND CURVE TABLES

CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	28.75'	100.00'	16°28'26"	S52°15'54"E	28.65'
C2	102.43'	97.00'	60°30'07"	S30°15'03"E	97.73'
C3	202.41'	180.00'	64°25'45"	S32°12'53"W	191.91'
C4	104.77'	84.20'	71°17'42"	N79°55'24"W	98.14'
C5	185.71'	285.00'	37°20'04"	N25°36'31"W	182.44'
C6	181.98'	135.00'	77°14'08"	N45°33'33"W	168.51'
C7	189.93'	125.00'	87°03'23"	N40°38'56"W	172.18'
C8	524.84'	345.00'	87°09'44"	N40°42'06"W	475.67'
C9	133.40'	120.00'	63°41'46"	N52°26'05"W	126.64'
C10	233.18'	120.00'	111°20'00"	N35°04'48"E	198.18'
C11	8.01'	5.00'	91°47'48"	N44°50'54"E	7.18'
C12	157.58'	97.00'	93°04'51"	N45°29'26"E	140.82'
C13	149.00'	97.00'	88°00'48"	S43°57'45"E	134.78'
C14	60.84'	97.00'	35°56'10"	S17°55'26"E	59.85'
C15	14.20'	100.00'	8°08'09"	S39°57'36"E	14.19'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S60°30'07"E	107.19'
L2	S00°00'00"E	490.39'
L3	N44°16'33"W	227.60'
L4	N06°56'29"W	293.91'
L5	N84°10'37"W	316.31'
L6	N02°52'46"E	264.65'
L7	N84°16'58"W	67.88'
L8	N20°35'12"W	13.09'
L9	S89°15'12"E	405.87'
L10	N01°03'00"W	581.60'
L11	S87°58'09"E	57.55'
L12	S00°02'39"W	772.32'
L13	S35°53'31"E	905.79'



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**NOTES:**  
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**EXHIBIT C**  
 COMBINED LAKE  
 SKETCH OF DESCRIPTION  
 MANATEE COUNTY, FL

Sheet 4 of 4  
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## Combined Lake Maintenance Plan

### 1) **Lake Maintenance**

The CDD will hire a licensed and qualified contractor to perform a monthly, and maintain as necessary, the lake free of nuisance and exotic vegetation that if not properly maintained could not only become unsightly but also negatively impact the performance of the lake design for storage and conveyance of stormwater. The CDD contractor will use herbicides (selective applications for type of species) to remove and control exotics and nuisance plants within the lake. All herbicides shall be FDEP approved and label instructions regarding the use will be strictly followed.

### 2) **Control Structure Maintenance and Repair**

At least once annually, the CDD will inspect the control structure to insure it is structurally sound, there are no drainage impediments (clogs) and no erosion forming around the structure. Any deficiencies will be scheduled for remediation.

### 3) **Lake Bank Erosion**

At least once annually, the CDD will inspect the lake banks for erosion (on the banks and at the waters edge) and for proper slope to ensure compliance with the SWFWMD permit and policies. Any deficiencies will be scheduled for remediation.

### 4) **Lake Bank Maintenance**

The lake banks will be sodded in low maintenance bahia turf. There will not be any plantings and very minimal use of chemicals/fertilizers. It is anticipated that the lake banks will be mowed on average 30 times a year. The CDD mowing contractor shall take all necessary steps to ensure that grass clippings are not discharged, washed or blown into the lake.

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

Lake Flores Community Development District  
c/o Craig Wrathell and  
Gary Walker  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road Suite 410W  
Boca Raton, Florida 33431  
wrathellc@whhassociates.com  
Gwalker@lakefloresland.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,


/s/ Jere Earlywine

**Instructions**

I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.

  
\_\_\_\_\_  
For the Client  
Chairman



## RETENTION AND FEE AGREEMENT

### I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Lake Flores Community Development District (“**Client**”)  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)  
107 West College Avenue  
Tallahassee, Florida 32301

### II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

### III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

**IV. FEES**

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Jonathan Johnson	\$350
Jere Earlywine	\$305
Associates	\$265
Contract Attorney	\$235
Paralegals	\$190

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

**V. BILLING AND PAYMENT**

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

## **IX. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## **X. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

**XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**LAKE FLORES COMMUNITY  
DEVELOPMENT DISTRICT**

**KUTAK ROCK LLP**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



By: \_\_\_\_\_

Jere L. Earlywine

Date: March 6, 2023

## ATTACHMENT A

### KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**UNIFORM COLLECTION AGREEMENT  
LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT**

THIS UNIFORM COLLECTION AGREEMENT FOR DISTRICT ASSESSMENTS ("Agreement") is made and entered into this 24 day of February, 2023, by and between Lake Flores Community Development District ("District"), whose address is 2300 Glades Road, Suite 410W Boca Raton, Florida 33431, the Honorable Ken Burton Jr., State Constitutional Tax Collector in and for Manatee County, an independent constitutional county officer of the State of Florida, whose address is 819 301 Boulevard West, Bradenton, Florida 34205 ("Tax Collector") and the Honorable Charles E. Hackney, State Constitutional Property Appraiser in and for Manatee County, an independent constitutional county officer of the State of Florida, whose address is 915 4th Avenue West, Bradenton, Florida 34205 ("Property Appraiser").

**SECTION I**  
**Findings and Determinations**

The parties find and determine:

1. The District is authorized to impose and levy, and by appropriate resolutions has expressed its intent to use, the statutory uniform methodology of collection for, certain non-ad valorem special assessments ("Assessments"), as authorized by constitutional and statutory municipal home rule and by Section 197.3632, Florida Statutes and Rule 12D-18, Florida Administrative Code, as amended; and
2. The term "Assessments" means those certain levies by the District, which constitute non-ad valorem special assessments pursuant to Section 197.3632, Florida Statutes; and
3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code ("uniform methodology"), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies; and
4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology; and
5. The uniform methodology provides for more efficiency of collection by virtue of the Assessment being on the official tax notice ("Tax Notice") issued by the Tax Collector which will produce positive economic benefits to the District and its citizens, property owners and taxpayers; and
6. The uniform methodology, through use of the Tax Notice, will tend to eliminate confusion and promote local government accountability; and

7. The Tax Collector, as a state constitutional officer for the county political subdivision, is charged by general law in Chapter 197, Florida Statutes, and related rules and regulations, to implement the uniform method of collecting Assessments; and
8. The sole and exclusive responsibility to determine, impose and levy the Assessments and to determine that an Assessment is a legal, constitutional and lienable non-ad valorem special assessment for improvements and related systems, facilities and services is that of the District and no other person, entity or officer.

**SECTION II**  
**Applicable Law and Regulations**

1. Sections 197.3631, 197.3632, and 197.3635, Florida Statutes; Rule 12D-18, Florida Administrative Code, and all other applicable provisions of constitutional and statutory law, govern the exercise by the District of its local self-government power to render and pay for municipal services.
2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code; and other applicable provisions of constitutional and statutory law apply to the Tax Collector in his capacity as a state constitutional county officer for the purpose of collecting and enforcing non-ad valorem special assessments levied by District authorities within the boundaries of the District.
3. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, has provisions that apply to the District, the Tax Collector, the Department of Revenue and the Property Appraiser.
4. Section 200.069, Florida Statutes, requires the Property Appraiser to send to all taxpayers a notice of proposed property taxes and non-ad valorem assessments ("TRIM Notice") on behalf of the taxing authorities and local governing boards.

**SECTION III**  
**Purpose**

1. The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to meet the requirements of Section 197.3632(2), Florida Statutes, requiring the District to enter into a written agreement with the Property Appraiser and the Tax Collector providing for reimbursement of necessary administrative costs related to the collection of the Assessments levied by the District. This Agreement further includes compensation by the District to the Tax Collector for actual costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; payment by District of any costs involved in separate mailings because of non-merger of any non-ad valorem special assessment roll as certified by the District, or its agent, pursuant to Section 197.3632(7), Florida Statutes; and reimbursement by District for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage



and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632(2), Florida Statutes.

2. Additionally, the purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Property Appraiser shall perform his statutory duties under Section 197.3632, Florida Statutes, which include providing the District with legal descriptions of properties and the names and addresses of all property owners.

#### **SECTION IV**

##### **Term**

1. The term of this Agreement shall commence upon execution, effective for 2023 Tax Notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each.
2. This Agreement shall continue in full force and effect until terminated by the Tax Collector and/or the Property Appraiser and if not terminated by Tax Collector or Property Appraiser, the Agreement shall continue until the District informs the Tax Collector, as well as Property Appraiser and the Department of Revenue, by 10 January of the calendar year, if the District intends to discontinue to use the uniform methodology for such Assessments pursuant to Section 197.3632(6), Florida Statutes and Rule 12D-18.006(3), Florida Administrative Code, using Form DR-412 promulgated by the Florida Department of Revenue.

#### **SECTION V**

##### **Duties and Responsibilities of District**

District agrees, covenants and contracts to:

1. Compensate the Tax Collector for collection costs and reimburse administrative costs incurred pursuant to Sections 197.3632(2) and 197.3632(8)(c), Florida Statutes and Rule 12D-18.004(2), Florida Administrative Code. District agrees that an annual payment of 1.5% of the Assessments collected is an accurate estimate of the collection costs and administrative costs (which include, but are not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming) incurred by the Tax Collector. District agrees to the Tax Collector being paid the 1.5% through deduction before the amounts are remitted.
2. Reimburse the Property Appraiser for necessary administrative costs incurred by the Property Appraiser under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming. District and Property Appraiser agree that an annual payment of 1.5% of the Assessments collected is an accurate estimate of the administrative costs incurred by the Property Appraiser. District agrees to the Property Appraiser being paid the 1.5% through deduction before the amounts are remitted.

3. Pay for, or alternatively reimburse, the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by the District pursuant to Section 197.3632(7), Florida Statutes and Rule 12D-18.004(2) Florida Administrative Code to produce a combined notice for ad valorem taxes and non-ad valorem assessments. The parties acknowledge that the actual merger of the non-ad valorem special assessments roll in with the ad valorem assessments has been and will be a function performed by the Property Appraiser pursuant to a separate agreement between the Property Appraiser and the Tax Collector to which the District is not a party. However, the combined notice shall be produced by the Tax Collector.
4. Upon being timely billed, District shall pay directly for necessary advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
5. Certify its non-ad valorem assessments roll to the Property Appraiser and Tax Collector after August 31st and on or before 15 September of each calendar year pursuant to Section 197.3632(5)(a), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code using the Certify option in the Property Appraiser's NAV Web Portal; <https://nav.manateepao.com> ("NAV Web Portal"). The Certify option will produce form DR-408A and affix to it an itemized list of parcel identification numbers and associated Assessments. District shall exercise its responsibility that such non-ad valorem assessments roll is in compliance with Section 197.3632(10) and is free of errors and omissions. District agrees to use the Corrections feature in the NAV Web Portal to correct individual Assessment errors. District acknowledges that additional fees may be charged by the Tax Collector to correct an abundance of errors after roll certification. District further acknowledges that its Assessments will be zeroed out if the District fails to certify its non-ad valorem assessments roll by the 15 September statutory deadline.
6. Abide by and implement its duties under the uniform law pursuant to all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.
7. Acknowledge that the Tax Collector and Property Appraiser have no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including the District's Assessment, and that it is the sole responsibility and duty of the District to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the Assessments.
8. Include its Assessments in the TRIM Notice pursuant to Section 200.069, Florida Statutes, and to update ("upload") or verify its Assessments in the NAV Web Portal on or before August 1<sup>st</sup> of each year to insure the Assessments that appear in the TRIM Notice closely match those that will appear in the Tax Notice. District is exempt from this requirement if its boundary does not lie wholly within Manatee County, Florida. District acknowledges that irrespective of its boundary, any and all Assessments uploaded to the NAV Web Portal on or before August 1<sup>st</sup> will appear in the TRIM Notice.
9. To the extent permitted by applicable Florida law, and specifically subject to the provisions and dollar limitations set forth in Section 768.28, Florida Statutes, the District shall indemnify and hold

harmless Tax Collector and Property Appraiser to the extent of any legal action which may be filed in local, state or federal courts against Tax Collector and/or Property Appraiser regarding the imposition, levy, roll preparation and certification of the Assessments arising from the negligence of the District or its agents, officers, or employees; District shall pay for or reimburse Tax Collector and/or Property Appraiser for fees for legal services rendered to Tax Collector and/or Property Appraiser with regard to any such legal action. Nothing herein shall constitute a waiver of sovereign immunity or the limitations on liability provided under the Florida Constitution or general law.

**SECTION VI**  
**Duties of the Tax Collector**

1. Except as provided in paragraph 5 below, the Tax Collector shall prepare a combined notice (the "Tax Notice") for both ad valorem taxes and non-ad valorem special assessments for all levying authorities within the boundaries of the District, pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by the District, so long as said ordinances and resolutions shall themselves clearly state the intent to use the uniform method for collecting such Assessments and so long as they are further not inconsistent with, or contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.
2. The Tax Collector shall collect the Assessments of the District as certified by the District, or its agent, to the Property Appraiser and the Tax Collector no later than 15 September of each calendar year on form DR-408A with an itemized list of parcel identification numbers and associated Assessments affixed to it, and free of errors or omissions.
3. The Tax Collector agrees to cooperate with the District in implementation of the uniform methodology for collecting Assessments pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem assessment roll for the Assessments of the District that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
4. The Tax Collector agrees upon request to submit a report that contains payment information received for non-ad valorem assessments including, but not limited to, the property identification number for the parcel and the amount received.
5. If the Tax Collector discovers errors or omissions on such roll, the Tax Collector may request the District to file a corrected roll or a correction of the amount of any Assessment, and the District shall bear the cost of any such error or omission.
6. If the Tax Collector, in its discretion, determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular Assessment or shall direct the District to mail such a separate

notice. In making this decision, the Tax Collector shall consider all costs to the District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. If such a separate mailing is effected, the District shall bear all costs associated with the separate notice for the Assessment that could not be merged, upon timely billing by the Tax Collector.

**SECTION VII**  
**Duties of the Property Appraiser**

1. Annually by June 1, the Property Appraiser shall provide District the information required by Section 197.3632(3)(b), Florida Statutes by the NAV Web Portal, with the legal description of the property affected by the levy, and the names and addresses of the owners of each parcel. District, or its agent, will be required to enter into a non-disclosure agreement with the Property Appraiser in order to receive information protected under Section 119, Florida Statutes.
2. The Property Appraiser shall merge the District's non-ad valorem assessments roll with the tax roll to enable the Tax Collector to prepare a combined Tax Notice for both ad valorem taxes and non-ad valorem special assessments.
3. The Property Appraiser shall zero out the District's Assessments if the District fails to certify its non-ad valorem assessments roll to the Property Appraiser and the Tax Collector on or before 15 September pursuant to Section 197.3632(5)(a), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.
4. Upon request of a property owner, the Property Appraiser will split or combine tax parcels ("Parent Parcel"). If the parcel identification number of a Parent Parcel is individually referenced in the resolution or ordinance establishing or modifying the District boundary, the Property Appraiser shall zero out the District's Assessment on the resulting parcel or parcels ("Child Parcels"). If the parcel identification number of a Parent Parcel is not individually referenced in the resolution or ordinance establishing or modifying the District boundary, the Property Appraiser will equally apportion the District's Assessment to the resulting Child Parcels.
5. The Property Appraiser will place the District's most recently uploaded Assessments prior to August 1st on the TRIM Notices regardless of how long ago the last upload may have occurred.

**SECTION VIII**  
**Miscellaneous**

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any

provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alters substantially the benefits or the Agreement for either of the parties or renders the statutory and regulatory obligations unable to be performed. All prior agreements between the parties hereto addressing the matters set forth herein are hereby terminated and superseded by this Agreement.

3. This Agreement shall be governed by the laws of the State of Florida.
4. Written notice shall be given to the parties at the following addresses, or such other place or person as each of the parties shall designate by similar notice:
  - a. As to Tax Collector: The Honorable Ken Burton Jr.  
Manatee County Tax Collector  
819 301 Boulevard West  
Bradenton, Florida 34205
  - b. As to Property Appraiser: The Honorable Charles E. Hackney  
Manatee County Property Appraiser  
915 Fourth Ave West  
Bradenton, Florida 34205
  - c. As to District: Lake Flores Community Development District  
Gary Walker  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

IN WITNESS WHEREOF, the parties have hereunto set, their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

WITNESS

MANATEE COUNTY TAX COLLECTOR

By: DocuSigned by:  
Steve Riley  
7DA13407438848D...  
Steve Riley

By: DocuSigned by:  
Ken Burton Jr.  
9F30AF1C3780422...  
Ken Burton Jr.

Date: 2/28/2023

Date: 2/28/2023

WITNESS

MANATEE COUNTY PROPERTY APPRAISER

By: DocuSigned by:  
Mark Johns  
66C51409E2654D6...  
Mark Johns

By: DocuSigned by:  
Charles E. Hackney  
C9AA97C24B844B0...  
Charles E. Hackney

Date: 2/28/2023

Date: 2/28/2023

As authorized for execution by the Local Governing Board of Lake Flores Community Development District

WITNESS

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

By: DocuSigned by:  
Jonah Reuther  
0DC58C9BE82144D...  
Jonah Reuther

By: DocuSigned by:  
Gary Walker  
65E78B21E8F5464...  
Gary Walker

Date: 2/28/2023

Date: 2/28/2023

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**NONDISCLOSURE AGREEMENT  
FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE  
UNDER CHAPTER 119, FLORIDA STATUTES**

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**LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY PROPERTY APPRAISER**

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THIS NONDISCLOSURE AGREEMENT FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE UNDER CHAPTER 119, FLORIDA STATUTES (“Agreement”) is made and entered into this 24 day of February, 2023, by and between Lake Flores Community Development District (“District”), whose address is 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 and the Honorable Charles E. Hackney, State Constitutional Property Appraiser in and for Manatee County, an independent constitutional county officer of the State of Florida (“Property Appraiser”), whose address is 915 4th Avenue West, Bradenton, Florida 34205.

**SECTION I  
Findings and Determinations**

The parties find and determine:

1. The Property Appraiser has the statutory responsibility to list and appraise all real and tangible personal property in the County each year for purposes of ad valorem taxation. During the normal course of business, the Property Appraiser acquires, stores, and maintains an abundance of property and ownership information, some of which is exempt from public disclosure; and
2. In order to carry out its statutory duties and meet substantial policy needs, the District requires certain property and ownership information for all properties in the District.

**SECTION II  
Applicable Law and Regulations**

1. Chapter 119, Florida Statutes, provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by the Florida Legislature; and
2. Section 119.071, Florida Statutes, contains multiple exemptions from disclosure under the mandatory access requirement of section 119.07(1), Florida Statutes. Under section 119.071(4)(d)3., Florida Statutes, an agency that is not the employer of, but is the custodian of records pertaining to, one of the persons enumerated in section 119.071(4)(d), Florida Statutes, is required to maintain such person’s exemption if the person or his or her employing agency submits a written request to the custodian; and



3. Section 119.071(4)(d), Florida Statutes, defines “Home Addresses” to mean the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address; and
4. The Office of the Attorney General of Florida (“Attorney General”) released Advisory Legal Opinion 2017-05 on November 22, 2017 that noted a clear distinction is made between public records that are “exempt” from disclosure and records that are “confidential.” “If information is made confidential in the statutes, the information is not subject to inspection by the public and may only be released to the persons or organizations designated in the statute.... If records are not confidential but are only exempt from the Public Records Act, the exemption does not prohibit the showing of such information.” Based upon this distinction, the Attorney General concluded that when there is a statutory or substantial policy need for information that is otherwise exempt from disclosure under the Public Records Act, the information should be made available to the requesting agency or entity. The Attorney General also noted that there is nothing in Chapter 119, Florida Statutes, indicating that an exempt address loses its exempt status by being shared with another agency.

### **SECTION III**

#### **Purpose**

1. The purpose of this Agreement is to facilitate the transfer between the Property Appraiser and the District of Home Addresses that are exempt under Chapter 119, Florida Statutes, for which the Property Appraiser has received a request to withhold such Home Addresses from disclosure pursuant to Section 119.071(4)(d)3., Florida Statutes (“Exempt Home Addresses”); and
2. To ensure that Exempt Home Addresses retain their exempt status, and are withheld from disclosure in accordance with applicable law, once in District possession.

### **SECTION IV**

#### **Term**

1. The term of this Agreement shall commence upon execution and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each; and
2. Either party has the right to terminate this Agreement by giving at least 30 days’ notice in writing to the other party to expire at the end of the initial or last renewal term.

**SECTION V**  
**Duties and Responsibilities of Property Appraiser**

1. The Property Appraiser agrees to provide the District Exempt Home Addresses in the same manner that it provides the District with other non-exempt property and ownership information; and
2. The Property Appraiser agrees to clearly identify which properties contain Exempt Home Addresses. This information will be conveyed to the District using a field called IS\_PROTECTED in the NAV Web Portal and a field called PAR\_PROTECTED\_FLAG in the three (3) main property and ownership data files that the Property Appraiser provides the District upon request; JELLY\_ROLL.CSV, MCPAO\_MULTOWN.CSV and MCPAO\_MULTSITUS.CSV. The IS\_PROTECTED and PAR\_PROTECTED\_FLAG fields will contain a "Y" if the property contains Exempt Home Addresses; and
3. The Property Appraiser agrees to clearly define what information it classifies as Exempt Home Addresses. This information is included in Exhibit A. In some cases, Exhibit A also references data sources or data file names and data field names. The data sources, data file names and data field names referenced in Exhibit A are not meant to be all inclusive. They are meant to aid in the identification of Exempt Home Addresses.

**SECTION VI**  
**Duties and Responsibilities of District**

1. The District agrees that Exempt Home Addresses will retain their exempt status once in District possession; and
2. To the extent permitted by applicable law, the District agrees to withhold from public disclosure Exempt Home Addresses identified by the Property Appraiser pursuant to Section V, above.

**SECTION VII**  
**Miscellaneous**

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. If either party receives any letter, action, suit or investigation from a non-party to this Agreement regarding the withholding of the Exempt Home Addresses pursuant to this Agreement, the other party shall cooperate and assist the other parties in this agreement in defending claims to such Exempt Home Addresses. The parties agree that neither party shall be entitled to any additional fees and/or compensation for their cooperation and assistance under this paragraph of the Agreement.

3. Each party, as a state agency or political subdivision as defined by Florida Statute § 768.28, shall indemnify each other party and defend and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. The parties understand that pursuant to Florida Statute § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.
4. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alters substantially the benefits or the Agreement for either of the parties or renders the statutory and regulatory obligations unable to be performed. All prior agreements between the parties hereto, addressing the matters set forth herein, are hereby terminated and superseded by this Agreement.
5. This Agreement shall be governed by the laws of the State of Florida.
6. Written notice shall be given to the parties at the following addresses, or such other place or person as each of the parties shall designate by similar notice:

**As to Property Appraiser:**


The Honorable Charles E. Hackney  
Manatee County Property Appraiser  
915 4th Avenue West  
Bradenton, Florida 34205

**As to District:**

Lake Flores Community Development District  
Gary Walker  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

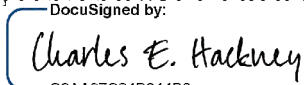
IN WITNESS WHEREOF, the parties have hereunto set, their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

WITNESS

By:  \_\_\_\_\_  
66C51409E2654D6...  
Mark Johns

Date: 2/28/2023

MANATEE COUNTY PROPERTY APPRAISER

By:  \_\_\_\_\_  
C9AA97C24B844B0...  
Charles E. Hackney

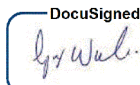
Date: 2/28/2023

WITNESS

By:  \_\_\_\_\_  
0DC58C9BE82144D...  
Jonah Reuther

Date: 2/28/2023

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

By:  \_\_\_\_\_  
65E78B21E8F5464...  
Gary Walker

Date: 2/28/2023

**NONDISCLOSURE AGREEMENT  
FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE  
UNDER CHAPTER 119, FLORIDA STATUTES**

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**LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT  
MANATEE COUNTY PROPERTY APPRAISER**

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**EXHIBIT A**

The Property Appraiser defines Exempt Home Addresses as:

- Building and Aerial Photos
  - JELLY\_ROLL.CSV.BLDG\_C1\_PHOTOPATH
  - JELLY\_ROLL.CSV.BLDG\_R1\_PHOTOPATH
  - JELLY\_ROLL.CSV.LAND\_AERIAL\_PATH
- Census Information
  - JELLY\_ROLL.CSV.CENSUS\_BLK
  - JELLY\_ROLL.CSV.CENSUS\_BLKGRP
  - JELLY\_ROLL.CSV.CENSUS\_FIPS
  - JELLY\_ROLL.CSV.CENSUS\_TRACT
- Parcel Legal Description
  - JELLY\_ROLL.CSV.PAR\_LEGAL1
  - JELLY\_ROLL.CSV.PAR\_LEGAL2
  - JELLY\_ROLL.CSV.PAR\_LEGAL3
- Owner's Mailing Address
  - JELLY\_ROLL.CSV.PAR\_MAIL\_ADDR1
  - JELLY\_ROLL.CSV.PAR\_MAIL\_ADDR2
  - JELLY\_ROLL.CSV.PAR\_MAIL\_CITY
  - JELLY\_ROLL.CSV.PAR\_MAIL\_CNTRYCD
  - JELLY\_ROLL.CSV.PAR\_MAIL\_COUNTRY
  - JELLY\_ROLL.CSV.PAR\_MAIL\_LABEL1
  - JELLY\_ROLL.CSV.PAR\_MAIL\_LABEL2
  - JELLY\_ROLL.CSV.PAR\_MAIL\_LABEL3
  - JELLY\_ROLL.CSV.PAR\_MAIL\_LABEL4
  - JELLY\_ROLL.CSV.PAR\_MAIL\_LABEL5
  - JELLY\_ROLL.CSV.PAR\_MAIL\_LABEL6
  - JELLY\_ROLL.CSV.PAR\_MAIL\_POSTALCD
  - JELLY\_ROLL.CSV.PAR\_MAIL\_STATE
  - MCPAO\_MULTOWN.CSV.ADDR1
  - MCPAO\_MULTOWN.CSV.ADDR2
  - MCPAO\_MULTOWN.CSV.ADDR3
- Owner Notes

- Map Number
  - JELLY\_ROLL.CSV.PAR\_MAP\_NUMBER
- Neighborhood
  - JELLY\_ROLL.CSV.PAR\_NBHD\_NAME
  - JELLY\_ROLL.CSV.PAR\_NEIGHBORHOOD
- Owner Names
  - JELLY\_ROLL.CSV.PAR\_OWNER\_NAME1
  - JELLY\_ROLL.CSV.PAR\_OWNER\_NAME2
  - MCPAO\_MULTOWN.CSV.OWNER
- Subdivision, Condominium or Cooperative Information
  - JELLY\_ROLL.CSV.PAR\_SUBDIV\_BLOCK
  - JELLY\_ROLL.CSV.PAR\_SUBDIV\_LOT
  - JELLY\_ROLL.CSV.PAR\_SUBDIV\_NAME
  - JELLY\_ROLL.CSV.PAR\_SUBDIV\_PARENT
  - JELLY\_ROLL.CSV.PAR\_SUBDIVISION
  - {all gis features}.BLOCKDESIGNATOR
  - {all gis features}.CONVEYANCEDESIGNATOR
  - {all gis features}.FLOORDESIGNATOR
  - {all gis features}.HEADERNUMBER
  - {all gis features}.LOTNUMBER
- Parcel Identification Number
  - JELLY\_ROLL.CSV.PARENT\_PARID
  - JELLY\_ROLL.CSV.PARID
  - MCPAO\_MULTOWN.CSV.PARID
  - MCPAO\_MULTSITUS.CSV.PARID
  - {all gis features}.PARCELNO
- Property Sale Official Records Book and Page Numbers
  - JELLY\_ROLL.CSV.SALE\_BOOK\_LAST
  - JELLY\_ROLL.CSV.SALE\_BOOK\_LQ
  - JELLY\_ROLL.CSV.SALE\_BOOK\_LQCY
  - JELLY\_ROLL.CSV.SALE\_BOOK\_LQPY
  - JELLY\_ROLL.CSV.SALE\_BOOK\_LQTY
  - JELLY\_ROLL.CSV.SALE\_PAGE\_LAST
  - JELLY\_ROLL.CSV.SALE\_PAGE\_LQ
  - JELLY\_ROLL.CSV.SALE\_PAGE\_LQCY
  - JELLY\_ROLL.CSV.SALE\_PAGE\_LQPY
  - JELLY\_ROLL.CSV.SALE\_PAGE\_LQTY
- Property Sale Buyer Names
- Property Sale Seller Names
- Situs/Location Address
  - JELLY\_ROLL.CSV.SITUS\_ADDRESS
  - JELLY\_ROLL.CSV.SITUS\_ADDRESS\_NUM
  - JELLY\_ROLL.CSV.SITUS\_PLACE\_CODE

- JELLY\_ROLL.CSV.SITUS\_POSTAL\_CITY
- JELLY\_ROLL.CSV.SITUS\_POSTAL\_ZIP
- JELLY\_ROLL.CSV.SITUS\_POSTAL\_ZIP4
- JELLY\_ROLL.CSV.SITUS\_POSTDIR
- JELLY\_ROLL.CSV.SITUS\_PREDIR
- JELLY\_ROLL.CSV.SITUS\_SECADDUNIT
- JELLY\_ROLL.CSV.SITUS\_SECUNITDES
- JELLY\_ROLL.CSV.SITUS\_STATE
- JELLY\_ROLL.CSV.SITUS\_STREET\_NAME
- JELLY\_ROLL.CSV.SITUS\_STREET\_SUF
- MCPAO\_MULTSITUS.CSV.SITUS\_ADDRESS
- MCPAO\_MULTSITUS.CSV.SITUS\_ADDRESS\_NUM
- MCPAO\_MULTSITUS.CSV.SITUS\_PREDIR
- MCPAO\_MULTSITUS.CSV.SITUS\_STREET\_NAME
- MCPAO\_MULTSITUS.CSV.SITUS\_STREET\_SUF
- MCPAO\_MULTSITUS.CSV.SITUS\_POSTDIR
- MCPAO\_MULTSITUS.CSV.SITUS\_SECUNITDES
- MCPAO\_MULTSITUS.CSV.SITUS\_SECADDUNIT
- MCPAO\_MULTSITUS.CSV.SITUS\_POSTAL\_CITY
- MCPAO\_MULTSITUS.CSV.SITUS\_STATE
- MCPAO\_MULTSITUS.CSV.SITUS\_POSTAL\_ZIP
- MCPAO\_MULTSITUS.CSV.SITUS\_POSTAL\_ZIP4
- MCPAO\_MULTSITUS.CSV.SITUS\_PLACE\_CODE
- MCPAO\_MULTSITUS.CSV.SITUS\_PLACE\_NAME
- “Doing Business As” Name
  - JELLY\_ROLL.CSV.TPP\_DBA\_NAME
- “In Care Of” Name
  - JELLY\_ROLL.CSV.TPP\_ICO\_NAME
- Property Geographical Location Coordinates
- Permit Contractor Names
- Permit Notes

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**



## BOND FINANCING TEAM FUNDING AGREEMENT - 2023

This Bond Financing Team Funding Agreement (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

**Lake Flores Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt & Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

**Cortez75W Investors, LLC**, a Delaware limited liability company, and the developer of the lands in the District (“**Developer**”) with a mailing address of 1209 Orange Street, Wilmington, Delaware 19801.

### RECITALS

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District presently expects to issue bonds or other debt instruments (“**Bonds**”) to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

**WHEREAS**, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. PROVISION OF FUNDS.** The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with all work (“**Work**”) necessary to issue the Bonds, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the Work. The parties fully expect that all fees, costs and expenses arising from or related to the Work will be funded by the District’s issuance of the Bonds, and upon issuance of the Bonds, the parties will take the necessary steps to pay for such fees, costs and expenses from the costs of issuance account(s) established for the Bonds. That said, in the event that Bonds are not issued within one year of the date of this Agreement, or in the event that it becomes reasonably apparent that the District will not issue the Bonds, or in the event that this agreement is otherwise terminated, whichever is earlier, the District shall invoice the Developer for all fees, costs and expenses incurred by the District, and the Developer within 10 days shall remit funds to pay for such fees, costs and expenses.

**2. TERMINATION.** Either party may terminate this Agreement in writing upon 10 days written notice.

**3. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

**4. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**8. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses listed above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**11. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Manatee County, Florida.

**12. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

**13. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

**IN WITNESS WHEREOF,** the parties execute this Agreement to be effective the day and year first written above.

**LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**CORTEZ75W INVESTORS, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2023**

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 5,720	\$ -	\$ -	\$ 5,720
Due from Landowner	3,738	703	313	4,754
Prepaid expense	1,680	-	-	1,680
<b>Total assets</b>	<b>\$ 11,138</b>	<b>\$ 703</b>	<b>\$ 313</b>	<b>\$ 12,154</b>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 3,738	\$ 703	\$ 313	\$ 4,754
Landowner advance	6,000	-	-	6,000
Due to Landowner	-	46,952	541	47,493
Tax payable	581	-	-	581
<b>Total liabilities</b>	<b>10,319</b>	<b>47,655</b>	<b>854</b>	<b>58,828</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	3,738	-	-	3,738
<b>Total deferred inflows of resources</b>	<b>3,738</b>	<b>-</b>	<b>-</b>	<b>3,738</b>
Fund balances:				
Restricted for:				
Debt service	-	(46,952)	-	(46,952)
Capital projects	-	-	(541)	(541)
Unassigned	(2,919)	-	-	(2,919)
<b>Total fund balances</b>	<b>(2,919)</b>	<b>(46,952)</b>	<b>(541)</b>	<b>(50,412)</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 11,138</b>	<b>\$ 703</b>	<b>\$ 313</b>	<b>\$ 12,154</b>

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ 4,069	\$ 22,763	\$ 109,249	21%
Total revenues	<u>4,069</u>	<u>22,763</u>	<u>109,249</u>	21%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	-	6,459	0%
Management/accounting/recording	2,000	10,000	48,000	21%
Legal	-	1,357	25,000	5%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Debt service fund accounting	-	-	5,500	0%
Trustee*	-	-	5,500	0%
Telephone	17	83	200	42%
Postage	-	23	500	5%
Printing & binding	42	208	500	42%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,059</u>	<u>16,846</u>	<u>109,249</u>	15%
Excess/(deficiency) of revenues over/(under) expenditures	2,010	5,917	-	
Fund balances - beginning	<u>(4,929)</u>	<u>(8,836)</u>	-	
Fund balances - ending	<u>\$ (2,919)</u>	<u>\$ (2,919)</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	<u>-</u>	<u>41,416</u>
Total debt service	<u>-</u>	<u>41,416</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	  (41,416)
 Fund balances - beginning	 <u>(46,952)</u>	 <u>(5,536)</u>
Fund balances - ending	<u><u>\$ (46,952)</u></u>	<u><u>\$ (46,952)</u></u>



**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Construction costs	<u>-</u>	<u>65</u>
Total expenditures	<u>-</u>	<u>65</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 -	 (65)
 Fund balances - beginning	 (541)	 (476)
Fund balances - ending	<u><u>\$ (541)</u></u>	<u><u>\$ (541)</u></u>

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINTUES**

**DRAFT**

**MINUTES OF MEETING  
LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Lake Flores Community Development District held a Public Hearing and Regular Meeting on August 26, 2022 at 11:00 A.M., at the office of ZNS Engineering, 1023 Manatee Avenue West, 7th Floor, Bradenton, Florida 34205.

**Present at the meeting were:**

Gary Walker	Chair
David Brasher	Vice Chair
Krystal Parsons (via telephone)	Assistant Secretary
Walter Preston (via telephone)	Assistant Secretary
Reggie Tisdale	Assistant Secretary

**Also present were:**

Craig Wrathell	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC
Ashley Ligas (via telephone)	District Counsel
Katie Ibarra (via telephone)	KE Law Group, PLLC
Jeb Mulock	District Engineer- ZNS Engineering
Ed Hill	Developer Representative
Whiting Preston	Landowner

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 11:04 a.m. Supervisors Walker, Brasher and Tisdale were present. Supervisors Parsons and Preston attended via telephone.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Public Hearing to Consider the Adoption of the Fiscal Year 2022/2023 Budget**

40 **A. Proof/Affidavit of Publication**

41 The affidavit of publication was included for informational purposes.

42 **B. Consideration of Resolution 2022-40, Relating to the Annual Appropriations and**  
43 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending**  
44 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective**  
45 **Date**

46 Ms. Suit presented the proposed Fiscal Year 2023 budget.

47

48 **On MOTION by Mr. Walker and seconded by Mr. Brasher, with all in favor, the Public**  
49 **Hearing was opened.**

50

51

52 No members of the public spoke.

53

54 **On MOTION by Mr. Walker, and seconded by Mr. Tisdale, with all in favor, the**  
55 **Public Hearing was closed.**

56

57

58 Ms. Suit presented Resolution 2022-40 and read the title.

59

60 **On MOTION by Mr. Walker and seconded by Mr. Brasher, with all in favor,**  
61 **Resolution 2022-40, Relating to the Annual Appropriations and Adopting the**  
62 **Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September**  
63 **30, 2023; Authorizing Budget Amendments; and Providing an Effective Date,**  
64 **was adopted.**

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67 **FOURTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2023 Budget**  
**Funding Agreement**

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69

70 Ms. Suit presented the Fiscal Year 2023 Budget Funding Agreement.

71 The following change was made:

72 Page 1, Recitals: Change "Fiscal Year 2022 budget" to "Fiscal Year 2023 budget"

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**On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor, the Fiscal Year 2023 Budget Funding Agreement, as amended, was approved.**

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**FIFTH ORDER OF BUSINESS**

**Discussion Regarding Project and Bond Financing Timeline**

Ms. Ligas stated Mr. Earlywine will schedule a call within the coming week to discuss the next steps in the bond financing. The Boundary Amendment hearing is tentatively scheduled for mid-November.

Ms. Ibarra stated the Boundary Amendment includes 5.26 acres.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-41, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date**

Ms. Suit stated the consensus is that meetings will be scheduled on an as-needed basis until bonds are issued. Meetings will be held at the current location, the office of ZNS Engineering, 1023 Manatee Avenue West, 7th Floor, Bradenton, Florida 34205, until further notice.

This item was deferred.

**SEVENTH ORDER OF BUSINESS**

**Update: Letter to Manatee County Regarding Stormwater Management Needs Analysis**

Ms. Suit presented the letter notifying the County that the CDD recognizes the requirement but does not own or operate a stormwater system at this time. The County acknowledged receipt of the letter.

**On MOTION by Mr. Walker and seconded by Mr. Brasher, with all in favor, the Letter to Manatee County regarding the Stormwater Management Needs Analysis Report requirement, was ratified.**

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**EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of July 31, 2022**

Ms. Suit presented the Unaudited Financial Statements as of July 31, 2022.

**On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor, the Unaudited Financial Statements as of July 31, 2022, were accepted.**

**NINTH ORDER OF BUSINESS**

**Approval of April 29, 2022 Public Hearing and Regular Meeting Minutes**

Ms. Suit presented the April 29, 2022 Public Hearing and Regular Meeting Minutes.

**On MOTION by Ms. Parsons and seconded by Mr. Walker, with all in favor, the April 29, 2022 Public Hearing and Regular Meeting Minutes, as presented, were approved.**

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: *KE Law Group, PLLC.***

There was no report.

**B. District Engineer: *ZNS Engineering, LC***

There was no report.

**C. District Manager: *Wrathell, Hunt and Associates, LLC***

- **NEXT MEETING Date: TBD**
- **QUORUM CHECK**

The next meeting will be scheduled and held when needed.

**ELEVENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

Discussion ensued regarding Supervisors using their dedicated CDD email addresses for CDD correspondence.

146 Ms. Suit will ask Management’s staff to ensure CDD emails are set up for each Board  
147 Member and forward the appropriate information to each of them, individually.

148 Mr. Tisdale stated the Landowner transferred the Conceptual Permit and the Phase 1A  
149 Permit to the South Florida Water Management District (SFWMD). He noted that Mr. Earlywine  
150 submitted the required advertisements and requested that certified copies be sent to the  
151 SFWMD.

152

153 **TWELFTH ORDER OF BUSINESS**

**Public Comments**

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155 No members of the public spoke.

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157 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

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159 There being nothing further to discuss, the meeting adjourned.

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161 **On MOTION by Mr. Preston and seconded by Mr. Tisdale, with all in favor, the**  
162 **meeting adjourned at 11:35 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair